

CONNECT FUSION TERMS & CONDITIONS

1. GENERAL CONDITIONS

- 1.1. Credit checks and vetting will be conducted prior to processing of application. If we find that you have outstanding debt with any Telecom Fiji Limited Group of Companies, you will be required to clear your debt before we proceed.
- 1.2. This plan is only available to Business and Non-Residential customers.
- 1.3. Your internet service will be redirected to Connect Portal when you reach your monthly data cap. Data cap is total of uploads and downloads.
- 1.4. Upon redirection to the Connect Portal when data cap is finished, you will have the option to Reload extra data cap to your account by charging this to your bill. The amount of Reload data you may charge to your bill will be dependent on the amount you have put down as a deposit. Additional Reload charged to your bill will have been deemed to be made by you or an authorized person on your behalf.
- 1.5. The validity of Reload data cap will only be for 30 days from date of Reload. Only Reload data cap will be carried over into a new billing period. Unused base data cap will be lost at month end. On the new month, base data will be used first then reload data.
- 1.6. TFL/CONNECT makes no warranties of any kind, as to the fitness of this service for any particular purpose. We take no responsibility for any loss or damage resulting from or arising out of the use of the service, service interruptions, slow delivery or no delivery of information.
- 1.7. The speed of the plan you have signed up to is theoretical network maximum speeds. Actual speeds may be less due to a number of factors including network configuration, line quality & length, exchange type, member premises interference, traffic and hardware and software. Upload speed is up to 1Mbps.
- 1.8. This service provided by TFL/CONNECT may only be used for lawful purposes. Transmission of any material in violation of the laws of The Republic of Fiji Islands is prohibited. This includes, but is not limited to, copyrighted or trade secret protected material, threatening or obscene material.
- 1.9. Use of any information via this service is at your own risk. We take no responsibility for the accuracy or quality of information transmitted or received.
- 1.10. If you have used shareware, trial-ware or any software provided by TFL/CONNECT, then you will be subject to conditions stated by the developer of that product, such as usage, registration, payment etc. TFL/CONNECT reserves the right to cancel this service with a written notice.
- 1.11. This service is provided on the basis that it is for your use only and will not be offered or resold to external organizations or individuals and that this service cannot be resold for commercial purposes.
- 1.12. The password for the service will be given out to you or your nominated point of contact.
- 1.13. Any other products and/or services provided in addition to those listed in this document may incur additional charges.
- 1.14. We reserve the right to immediately suspend or cancel the service when we find that the account/service has been inappropriately used.
- 1.15. We reserve the right to withdraw the service if deemed that quality degradation in service delivery has occurred due to circumstances beyond our control.
- 1.16. Any continuous outage longer than 72 hours may result in a rebate for the time a service has been down. TFL/CONNECT does not guarantee a 24 x 7 service. Customers requiring a better Grade of Service are encouraged to explore managed services under the TFL/CONNECT Corporate Data Services umbrella of offerings.

2. AGREEMENT VALIDITY & TERM

- 2.1. This agreement is between "You" (The Customer) and "TFL/CONNECT" (Telecom Fiji Limited/Connect Internet Services).
- 2.2. The service (Connect Fusion) is provided to you subject to Terms and Conditions of this agreement.
- 2.3. This agreement is valid from when you sign this "Connect Fusion Agreement" till the Contract period is reached, after the Contract period the service can be terminated by you or us. This Contract period is for two years or 24 months commencing from the date of installation.

3. SERVICE RESTORATION

- 3.1. Fiber Access Line related Faults will take 1 to 2 working days to resolve.
- 3.2. Customers are responsible for bringing faulty modems to TFL/CONNECT office for testing.
- 3.3. In the process of resolving your fault and restoring service you the person responsible for this account will be deemed the point of contact. Any interaction in regards to password resetting will only go through you UNLESS otherwise specified by you.
- 3.4. Any fault arising from the customer's computer (apart from Modem* & Fiber Access Line) is the sole responsibility of the customer. *Only if still under Warranty.

4. BROADBAND MODEM

- 4.1. Modems carry a manufacturer's warranty for 3 months and are the responsibility of the customer.
- 4.2. Modems not covered under warranty or after warranty period will be replaced at the cost of the customer.
- 4.3. We reserve the right not to replace Modems that;
 1. Have been mishandled, abused or not installed correctly,
 2. Have been subjected to a power surge,
 3. Have been damaged during natural disasters (cyclones, floods etc),
 4. Have been lost or stolen.

5. OUR RESPONSIBILITIES

- 5.1. We provide you Internet Service, an Account Identity and Password for you to gain access to the Internet on one computer only. Installation of routers or networks is not covered during Broadband installation process.
- 5.2. We will use our best endeavor's to maintain the continuity of the Service, although we do not guarantee it will be continuous or fault-free.
- 5.3. We are responsible for fixing faults in our host computers. The responsibilities of fixing faults in other parts of the Telecom Fiji network are set out in the Terms of Use of Telecom Fiji Limited services.

6. YOUR RESPONSIBILITY

- 6.1. It is your responsibility to organize Network Cabling from TFL/CONNECT Fiber Switch to your server room.
- 6.2. It is your responsibility to see that your computer meets our system requirements.
- 6.3. It is your responsibility for all access to and use of the Service through your account. Redistribution of the service to other persons is not permitted. You may permit another person to use your account from time to time but you assume all responsibility and liability for the activities that person conducts on-line and for any material that person is exposed to.
- 6.4. You agree that this service will be used by a single user at all times. TFL/CONNECT assumes no responsibility for usage disputes related to shared passwords and multi-user access to your account. It is your responsibility to ensure that the password to the service is used responsibly.
- 6.5. You must keep your password confidential. You may change your password online at www.connect.com.fj and you must notify us immediately if you lose your password.
- 6.6. You are responsible for all equipment and software necessary to access the Service as well as the security of your data.
- 6.7. Your use of the Service is your responsibility and entirely at your own risk. We do not check the content of information available from the Service. We are not liable for loss or damage that you or anyone else suffers as a result of using this information including, but not limited to, any damage, or loss of data caused by a virus or similar program.
- 6.8. Some material on the Internet may be offensive, inappropriate or unsuitable. You acknowledge this and that we do not accept any responsibility for contents offered by other individuals or companies on the Internet or for any other information passing through the Service.
- 6.9. You must inform us at least two weeks in advance if your postal and email billing address changes or if you move to a new location. This allows for relocation of the service, although we cannot guarantee service at your new location. Relocation fees will apply.

- 6.10. It is your responsibility to maintain and manage data traversed through the connection at all times (including SPAM/Junk Mail or Virus Attacks). You are required to have updated antivirus software at all times for your data security. In case where traffic causes excessive resource utilization on the TFL/CONNECT interfacing equipment or network that results in degraded performance for other TFL/CONNECT customers, we reserve the right to immediately downgrade or suspend your service without notice.
- 6.11. You recognize and acknowledge that it is illegal for any internet service provider, operator or any individual to use your internet access circuit for reselling voice services. Any reselling of voice services over Internet Protocol (IP) is deemed illegal, which may result in us terminating your services and initiating legal proceedings.
- 6.12. Your daily usage can be obtained by accessing the following URL: <http://www.connect.com.fj>. TFL/CONNECT suggests you check your volume (usage) on a regular basis. If you find any anomalies, please contact TFL/CONNECT immediately.

7. TERMINATION OF AGREEMENT

- 7.1. We reserve the right to terminate this Agreement at any time without notice if there is a breach of terms and conditions which includes;
 - (1) Customer chooses to switch to another Internet Provider where the Customer will also forfeit the deposit
 - (2) Early termination of the agreement by the Customer and before the expiry of the 24 month contract period
- 7.2. I/We agree to pay cancellation fee equivalent to 50% of the Installation Fee if I/We cancel this application before installation service has been rendered.
- 7.3. The service may be suspended or downgraded if we find that your volume usage pattern is irregular from your known usage pattern.
- 7.4. We reserve the right to amend the terms and conditions set herein within a thirty day notice (30 days). Amended terms and conditions shall be addendum to any valid agreements in force at that time. Price changes shall be provided in writing. You shall be liable for any charges up to the date of termination of service by either party.
- 7.5. TFL/CONNECT will continue billing the monthly rental unless a written notice is provided to us (TFL/CONNECT) requesting the suspension/termination of service, unless or until Clause 8.8 takes effect.
- 7.6. Termination of this contract before specified period of two years or 24 months will incur a penalty fee equivalent to \$500.00 VIP.
- 7.7. Breach of the General Conditions of this agreement will result in immediate termination of this agreement and service without any notice and you will be still liable for any unpaid charges

8. CHARGES, DISPUTES, CREDIT STATUS AND BILLING PROCEDURES

- 8.1. All accounts are required to pay Security Deposit upfront.
- 8.2. Security deposit will be held until you terminate your account and may be used for debt recovery.
- 8.3. Refunds will be processed after the next bill statement from date of request. Bill statements are generated at the beginning of every month.
- 8.4. Access to, and the use of the Service is charged in accordance with our published rates unless otherwise specified and agreed to between TFL/CONNECT and You. An agreement shall be in writing with a valid quotation reference number.
- 8.5. We reserve the right to perform a credit check on our customers to determine your credit status. We also reserve the right to seek advance monthly payments if TFL/CONNECT deems there is a "NON STATUS" or low credit rating.
- 8.6. For business customer we reserve the right to seek from you, your business certificate of registration at any time and failure to provide one within 30 days of notice may result in partial or full termination of your service.
- 8.7. Your monthly internet bill will include a charge for the Monthly Access Fee (monthly rental) will be payable in advance, as well as any other charges you have incurred. Telephone line rental and call charges will appear under the Telephone Line Bill. Your monthly bill will be sent to your nominated email address and a postal address. Customers need to ensure that their nominated email address is operational and can receive bills in PDF and JPEG formats. TFL/CONNECT may charge for posted bills. Your service will be suspended if your bills are not paid by due date. If your service is suspended due to non-payment, you will be charged a fee of \$10.90 (VIP) to have it reinstated. Further to this your details may be submitted to Debt Collection Agencies and Credit Bureaus (Data Bureau) which may affect your future credit rating.
- 8.9. Your service will be permanently disconnected if you have not cleared your bills after 30 days from due date and your Security Deposit will be used to recover any outstanding bills. This is deemed to be a Termination of Contract.
- 8.10. Rebates will not be given for billing disputes relating to pc/virus issues, non-usage of service or factors out of our control including but not limited to, lighting, flood, tsunami, cyclones or other severe weather conditions, fire or explosion, civil disorder, war or military operations, natural or local emergency, government actions or industrial disputes of any kind.
- 8.11. Rebates MAY be given for the 72-hour continuous outage excluding events covered under Clause 8.10.
- 8.12. A new application form is required to be filled in before a change of service is granted. Service changes will NOT be updated unless all required forms are signed and delivered to TFL/CONNECT, either via FAX, Mail or Post.
- 8.13. All package changes or transfers must be in writing to TFL/CONNECT, either via FAX, Email or a letter. An Administration fee of \$38.76 (VIP) will apply for more than two transfers within a month.
- 8.14. You may temporarily suspend your account for up to one month only. A suspension fee equivalent to one month's rental will apply. For periods longer than one month, this is deemed a disconnection and any penalties that apply via this contract will be enforced. Your telephone line will be normalized which may be reprogrammed for ADSL service upon your request, however this may incur a reprogramming fee of \$38.76 (VIP) and installation fee.
- 8.15. An Administration fee of \$38.76 (VIP) will be levied for a downgrade in plan. Downgrade is referred to change of a service where speed or data cap is reduced.

9. EXCLUSION OF LIABILITY

- 9.1. You agree that the use of the Service including any content you may obtain through or on the Service is at your own risk.
- 9.2. You agree that the Service is provided without warranties of any kind.

10. INDEMNITIES

- 10.1. You agree to indemnify us from all liabilities, damages, claims, actions, proceedings and expenses, including all legal fees and expenses, arising out of the use of the Service or your breach of any term of this Agreement in any way.

11. CONFIDENTIALITY

- 11.1. This application form is to be treated as confidential and should not be changed or distributed to any third party.

12. GOVERNING LAWS AND JURISDICTION

- 12.1. The rights and obligations of signatories of this document shall be governed by, and this agreement shall be construed and enforced in accordance with, the local, domestic laws of The Republic of Fiji and in Courts of Republic of Fiji Islands.

Initial



ACCOUNT CHECKLIST

To be filled by Customer after explanation from Customer Service Rep.

Application Form Checklist

- 1 Completed Agreement Form.
- 2 ID - Passport, Driving Licenses or FNPF card
- 3 Company stamp/Business Registration
- 4 Proof of Mailing/Street address.
- 5 Nominated Email Address – e.g. Connect mail, Gmail or Yahoo etc

Tick / NA

Internet Plan Checklist

- 1 Plan option – Speed & Data Cap
- 2 Walled Garden & Usage Tracker
- 3 Deposit
- 4 Toll Limit
- 5 Reload – Options
- 6 Reload – Expiry
- 7 Reload – Billing
- 8 Free Minutes – Local Calls
- 9 Nominated Telephone – Local Calls
- 10 Installation time frame

Terms & Conditions Checklist

- 1 Faults restoration time frame
- 2 Modem Warranty & Replacement Fee
- 3 Upgrades & Downgrade Fee
- 4 Contract period & Penalty Fee
- 5 Billing Period & Due Date
- 6 Suspension & Reconnection Fee
- 7 Temporary Suspension
- 8 Password security

Value Added Service Checklist

- 1 Connect Email Service
- 2 Panda Anti-Virus
- 3 Static IP

I hereby agree that the above mentioned points were explained to me by TFL/Connect.

Customer Name _____
Signature _____
Date _____

CSR Name _____
Signature _____
Date _____

