

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. Telecom Prepay plan is recharged using QuickDial Prepay vouchers.
 - 1.3. Telecom Prepay 4G plan can only be used on Telecom 4G network and Telecom Wifi Hotspot.
 - 1.4. Your service will be redirected to the Telecom Portal when you have used up your data cap. Data is total of uploads and downloads.
 - 1.5. Upon redirection to the Telecom Portal, you will have the option to recharge extra data cap to your account by redeeming a QuickDial Prepay voucher.
 - 1.6. The validity of the recharged data cap will only be for 7 days (\$2.00, & \$5.00), 14 days (\$10.00 & \$15.00) or 30 days (\$20.00, \$40.00 & \$60.00). Unused data cap will be lost upon expiry.
 - 1.7. Service will be suspended if there is no recharge for a period of three months and a Reconnection Fee will apply to reconnect service.
 - 1.8. TELECOM FIJI 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.
 - 1.9. 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.
 - 1.10. TELECOM FIJI can only guarantee internet speeds from local contents or to local speed test servers only. We do not guarantee internet speeds for contents outside Fiji including speed tests done from offshore servers.
 - 1.11. This service provided by TELECOM FIJI 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.
 - 1.12. 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.
 - 1.13. If you have used shareware, trial-ware or any software provided by TELECOM FIJI, then you will be subject to conditions stated by the developer of that product, such as usage, registration, payment etc. TELECOM FIJI reserves the right to cancel this service with a written notice.
 - 1.14. 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.
 - 1.15. The password for the service will be given out to you or your nominated point of contact.
 - 1.16. Any other products and/or services provided in addition to those listed in this document may incur additional charges.
 - 1.17. We reserve the right to immediately suspend or cancel the service when we find that the account/service has been inappropriately used.
 - 1.18. We reserve the right to withdraw the service if deemed that quality degradation in service delivery has occurred due to circumstances beyond our control.
 - 1.19. Any continuous outage longer than 72 hours may result in a rebate for the time a service has been down. TELECOM FIJI does not guarantee a 24 x 7 service.
- ## 2. AGREEMENT VALIDITY & TERM
- 2.1. This agreement is between "You" (The Customer) and "TELECOM FIJI" (Telecom Fiji Limited).
 - 2.2. The service is provided to you subject to Terms and Conditions of this agreement.
 - 2.3. This agreement is valid from when you sign this "Telecom Prepay Agreement" till your decide to terminate the service.
- ## 3. SERVICE RESTORATION
- 3.1. Customers are responsible for bringing faulty Modems to TELECOM FIJI office for testing.
 - 3.2. 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. You must ensure that the treatment of password etc. be maintained.
 - 3.3. Any fault arising from the customer's computer is the sole responsibility of the customer.
- ## 4. COVERAGE AREAS
- 4.1. 4G coverage can be found on www.tfl.com.fj/4gcoverage
 - 4.2. Usage outside of the above areas will not get service.
 - 4.3. There may be areas within our coverage area that has poor or no signal due to factors beyond our control e.g. terrain or buildings.
- ## 5. MODEM & SIM
- 5.1. 4G Modems carry a manufactures warranty for 3 months and are the responsibility of the customer during the time of subscription.
 - 5.2. Modems not covered under warranty or after warranty period will be replaced at the cost of the customer.
 - 5.3. Replacement Sim will be charged to the customer \$5.00 VIP
 - 5.4. We reserve the right not to replace Modems & Sims 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.
- ## 6. OUR RESPONSIBILITIES
- 6.1. 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 installation process.

- 6.2. 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.
- 6.3. We are responsible for fixing faults in our host computers and faults on our network.
- 6.4. We will suspend your access if we determine that your account is being used by multiple users simultaneously.

7. YOUR RESPONSIBILITY

- 7.1. It is your responsibility to see that your computer meets our system requirements.
- 7.2. 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.
- 7.3. You agree that this service will be used by a single user at all times. TELECOM FIJI 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.
- 7.4. You must keep your password confidential. You must change your password frequently online at my.connect.com.fj and you must notify us immediately if you lose your password.
- 7.5. You are responsible for all equipment and software necessary to access the Service as well as the security of your data.
- 7.6. 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.
- 7.7. 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.
- 7.8. You agree that no minor or any other person will access the Service using your account unless they have your permission and are under your personal supervision.
- 7.9. 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. You will be advised accordingly. Relocation fee will apply.
- 7.10. 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 Connect interfacing equipment or network that results in degraded performance for other TELECOM customers, we reserve the right to immediately downgrade or suspend your service without notice.
- 7.11. 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.
- 7.12. Your daily usage can be obtained from our Toll Free Line 112 777. If you find any anomalies, please contact TELECOM FIJI immediately.

8. TERMINATION OF AGREEMENT

- 8.1. 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.
 - (2) Early termination of the agreement by the Customer.
- 8.2. The service may be suspended or downgraded if we find that your volume usage pattern is irregular from your known usage pattern
- 8.3. 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.
- 8.4. 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.

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.