

TERMS & CONDITIONS

1. GENERAL CONDITIONS

- 1.1. This service is applicable to Residential customers only.
- 1.2. This service is only allowed on TFL's Ultra Fast Fibre network and roaming on Telecom Wifi hotspots.
- 1.3. Credit checks and vetting will be conducted prior to processing of application. If you have outstanding debt, you will be required to clear your debt before we proceed.
- 1.4. Your service will be redirected to Telecom Portal when you reach your monthly data cap. Data cap is total of uploads and downloads.
- 1.5. Data cap will depend on the plan you sign up for and is anytime data with no time restrictions.
- 1.6. Upon redirection to the Telecom Portal as a result of no data cap, you will have the option to Top Up more data cap to your account by charging this to your bill. The amount of Top Up data you may charge to your bill will be dependent on the amount you have put down as a deposit. Any Top Up charged to your bill will have been deemed to be made by you or an authorized person on your behalf.
- 1.7. The validity of Top Up data will only be for 30 days from date of Top Up. Only Top Up data will be carried over into a new billing period. Unused base data cap will be lost at month end.
- 1.8. On the new month, base data will be used first before the Top Up data.
- 1.9. TFL 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.
- 1.10. 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. Speeds on Wifi access will be less compared to speeds using Wired connection (Cable).
- 1.11. Maximum download and upload speeds will depend on the plan you signed up for.
- 1.12. TFL can only guarantee internet speeds from local contents or to local speed test servers only. We do not guarantee internet speeds for content outside Fiji including speed tests done from offshore servers.
- 1.13. This service provided by TFL 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.
- 1.14. 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.
- 1.15. If you have used shareware, trial-ware or any software provided by TFL, then you will be subject to conditions stated by the developer of that product, such as usage, registration, payment etc. TFL reserves the right to cancel this service with a written notice.
- 1.16. 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.
- 1.17. Any other products and/or services provided in addition to those listed in this document may incur additional charges.
- 1.18. We reserve the right to immediately suspend or cancel the service when we find that the account/service has been inappropriately used.

2. AGREEMENT VALIDITY & TERM

- 2.1. This agreement is between "You" (The Customer) and "TFL" (Telecom Fiji Limited).
- 2.2. The service (Telecom Experience) is provided to you subject to Terms and Conditions of this agreement.
- 2.3. This agreement is valid from when you sign this "Telecom Experience Agreement" till the Contract period is reached, after the Contract period the service can be terminated by you or us.
- 2.4. This Contract is for a period of two years.

3. SERVICE RESTORATION

- 3.1. All Faults - modem or data plan related will be fixed within 1 working day or within 24 hours.
- 3.2. Faults linked to Fibre breakage that may require civil works within your compound will take up to 5 working days to complete.
- 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* & Telephone Line) is the sole responsibility of the customer. *Only if still under Warranty.
- 3.5. Any continuous outage longer than 72 hours may result in a rebate for the time a service has been down. TFL does not guarantee a 24 x 7 service.
- 3.6. We reserve the right to cancel the service if deemed that quality degradation in service delivery has occurred due to circumstances beyond our control.

4. FIBRE MODEM

- 4.1. A Fibre modem will be installed at your premises. The modem will remain the property of TFL for the duration of your contract.
- 4.2. All Modems carry a manufacturer's warranty equivalent to the duration of your contract. During this time you (the customer) will be held responsible for looking after the modem.
- 4.3. Modems not covered under warranty or after warranty period will be replaced at the cost of the customer.
- 4.4. Modems must be returned if service is cancelled before contract period.
- 4.5. 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 will use our best endeavors to provide you best effort Internet Service.
- 5.2. Installation of service includes installing a Fibre Optic line from the street to your home and a Fibre modem with Wi-Fi Access. Other devices or networks is not covered during installation process.
- 5.3. 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.
- 5.4. We do not track, monitor or record websites accessed by customers.
- 5.5. We are responsible for fixing faults in our host computers and faults on our network.
- 5.6. We will suspend your access if we determine that your account is being used from multiple locations simultaneously.

6. YOUR RESPONSIBILITY

- 6.1. It is your responsibility to obtain permission from your landlord to do any civil works and internal wiring within the compound and building. This is to be provided in writing to TFL before application can be processed.
- 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 only from single location (the nominated address filled on this agreement). TFL 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 can change your password online at my.connect.com.fj and you must notify us immediately if you lose your password. It is recommended that you change your password regularly.
- 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 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.
- 6.10. 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. We cannot guarantee service at your new location. You will be advised accordingly.
- 6.11. It is your responsibility to maintain and manage data traversed through the connection at all times (including SPAM/Junk Mail or Virus Attacks).
- 6.12. 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 interfacing equipment or network that results in degraded performance for other TFL customers, we reserve the right to immediately suspend your service without notice.
- 6.13. 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.
- 6.14. Your monthly usage report can be obtained from our Toll Free Line 112 777 or contactus@tfl.com.fj. If you find any anomalies, notify us (TFL) immediately.
- 6.15. Usage reports for periods older than three months will incur a fee.

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.
 - (2) Early termination of the agreement by the Customer and before the expiry of contract period
- 7.2. The service may be suspended or downgraded if we find that your volume usage pattern is irregular from your known usage pattern.
- 7.3. 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.
- 7.4. You shall be liable for any charges up to the date of termination of service by either party.
- 7.5. TFL will continue billing the monthly rental unless a written notice is provided to us (TFL) requesting the suspension/termination of service, unless or until Clause 8.9 takes effect.
- 7.6. Termination of this contract before specified period will incur a penalty fee equivalent to the balance in rental for the rest of the duration of your 2 year contract depending on the plan you signed up for.
- 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 Post Pay accounts are required to pay Security Deposit equivalent to one month's rental upfront.
- 8.2. Security deposit will be held until you terminate your account and will 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 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/deposit if TFL deems there is a "NON STATUS" or low credit rating.
- 8.6. Your monthly bill will include a charge for the Monthly Access Fee (monthly rental), as well as any other charges you have incurred.
- 8.7. Your monthly bill will be emailed to your nominated email address. The nominated email address must be active and able to receive emails from TFL. This bill can also be downloaded from the Telecom Portal.
- 8.8. TFL will not send bills via post.
- 8.9. 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.
- 8.10. 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.
- 8.11. TFL reserves the right to file legal claims with the Small Claims Tribunal or the Courts to recover the Debt owed by you.
- 8.12. In the event legal claims are filed, it may result in you having to pay legal costs of these proceedings along with any other associated costs.
- 8.13. Rebates will not be given for billing disputes relating to po/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. Rebates MAY be given for the 72-hour continuous outage excluding events covered under Clause 8.14.
- 8.14. 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, either via FAX, Mail or Post.
- 8.15. All package changes or transfers must be in writing to TFL, either via FAX, Email or a letter. An Administration fee of \$20.00 (VIP) will apply for more than two transfers within a month.
- 8.16. You cannot temporarily suspend your account.
- 8.17. An Administration fee of \$20.00 (VIP) will be levied for a downgrade in plan. Downgrade is referred to change of a service where rental 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