

SPECIFIC TERMS & CONDITIONS

'TVL BROADBAND SERVICES'

1.0 INCORPORATION BY REFERENCE

These terms and conditions shall apply in addition to the General Terms and Conditions, the Application Form and any other documents which are referred to in this document.

In the event of any inconsistency between the Specific Terms and Conditions, the General Terms and Conditions, the Application Form and any other documents which are referred to in this document the Specific Terms and Condition shall apply.

2.0 DEFINITION AND INTERPRETATION

This Agreement is made between Telecom Vanuatu Limited (TVL) and Customer and becomes effective upon Service provisioning.

Access Speed	Access Speed refers to the maximum speed achievable with this service under the ideal conditions and the Customer acknowledges that the actual speed may differ from theoretical speed. Speeds may vary for reasons which include but not limited to third-party network congestion, third party supplier line interference, Global Internet congestion, errors in configuration of Customer equipment, weather condition terrain or any other.
Commencement Date	Commencement Date is the date the Service is provisioned.
Downgrade of Monthly Plan'	Downgrade of Monthly Plan' means to switch to another monthly plan with a lower bandwidth
Fair Usage Policy	A Fair Usage Policy is a method of network management that ensures TVL delivers the best possible service at all times to its

	Customer pursuant to the requirements of the Telecommunication and Radiocommunications Regulation Act.
Fiber Optic Broadband Service	Fiber Optic Broadband Service means the provision of broadband internet on end-to-end fiber optic connection from TVL Exchange to the Customer's Premise
Intellectual Property Rights'	<p>Intellectual Property Rights' means all intellectual property rights including:</p> <p>(a) patents, ets, domain names, website contents, and any right to have confidential information kept confidential; and</p> <p>(b) any application or copyright, rights in circuit layouts, registered designs, trademarks, know how, trade secret right to apply for registration of any of the rights referred to in paragraph (a).</p>
Internet	Internet means the global data network comprising interconnected networks using the TCO/IP protocol suite
Law	Law' means any principle in common law or equity and any requirement under any legislation, rule, instrument, code of practice, ordinance or by law, present or future.
Material	'Material' includes property, information and the subject matter of any category of Intellectual Property.
ONT	ONT means Optical Network Termination Unit which is a devise that transform optical signals into electronics at a Subscriber's preises in order to provide Fiber-Optic Broadband Services
Package	'Package' means the included amount of voice (in minutes),

	internet (in Mega Bytes) or SMS incorporated into the customer's monthly plan.
Re-sign	' Re-sign ' means the period after service Commitment when the customer may sign up for an additional service commitment of 12/24 months with a specific advantage and benefit from bonuses, promotions and deals available to them from this service package.
Service	' Service ' means High speed Internet access.
Service Commitment Period	' Service Commitment period ' means the term or period for which the Customer had agreed to take the Service.
Shop	' Shop ' means the TVL shop currently located on the ground floor of the TVL House, Fatumaru Bay but subject to change address with notification to the public via the website, SMS, media or other reasonable forms of communication.
TVL	'TVL' includes officers, employees, agents and subcontractors appointed by TVL but do not extend to outsourced activities of TVL.
Upgrade of Monthly Plan	' Upgrade of Monthly Plan ' means to switch to another monthly plan with a higher bandwidth
Website	' Website ' means the TVL website at www.tvl.net.vu
we	' we ' or ' us ' means Telecom Vanuatu Limited and ' our ' has a corresponding meaning.

you	'you' means the customer having a billing relationship with us and 'your' has a corresponding meaning.+-
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3.0 OBJECT

- 3.1 The Present Specific Agreement, the General Terms and Conditions, the Application Form, any other documents which are referred to in this document defines the terms and conditions under which TVL provides the Service to the Customer and under which the Customer accesses and use the Service.
- 3.2 The signature of the Application Form or any other Customer approval or use of the Service implies the acceptance of the present terms and conditions.

4.0 SERVICE PROVISION

- 4.1 The Residential Internet Application Form needs to be signed by the Customer before the Service is made available.
- 4.2 TVL shall provide the Customer with the Service as specified on the Residential Internet Application Form as per the terms and conditions of this Contract.
- 4.3 TVL will use reasonable endeavors to provide the Service by the date agreed with the Customer but all dates are estimates and TVL shall not incur any liability for any failure to meet any date.
- 4.4 In consideration of the payment by the Customer of the charges, fees and/or rentals, TVL shall provide the Service during the continuance of this Contract subject to the

compliance by the Customer with all the terms and conditions set out in this Contract.

- 4.5 TVL reserves the right to cancel or to delay the provision of the Service to a Customer, if the Service is not likely to be effected in satisfying conditions for the Customer or for the Customers already connected, or if TVL has reasonable grounds to believe that the Customer is likely to use the said service for unlawful purposes or for purposes which constitute a breach of Contract.
- 4.6 The Customer acknowledges that it is technically impracticable to provide a fault free Service.
- 4.7 TVL shall however use its best endeavors to repair any reported faults as soon as it reasonably can. TVL reserves the right to:
- a) for operational reasons, change the codes or the numbers allocated to the Customer or the technical specification of the Service to match changes in the network infrastructure.
 - b) suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so TVL will give as much online, written or oral notice as is reasonably practicable. TVL will restore the Service as soon as it reasonably can after the suspension. TVL will not be liable for any prejudice suffered by or caused to the Customer as a result of the suspension of the Service.
 - c) give the Customer instructions which it believes are necessary for reasons of health, safety or quality of any telecommunications service provided by TVL to the Customer or to any other Customer.
- 4.7 In the event a Customer has any query or wishes to raise any concern regarding this Service they may contact the TVL Call Centre on 081111 and will be directed to appropriate persons to assist with their concerns.

5.0 SERVICE AVAILABILITY

- 5.1 Coverage and quality of service may vary and change without notice depending on a variety of factors including network load, terrain and weather. Outages and interruptions in Service may occur. TVL will not be liable for problems relating to Service availability or quality.
- 5.2 TVL make no warranties of any kind, either expressed or implied as to the reliability of this service for any particular purpose. TVL takes 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.
- 5.3 In no event shall TVL be liable to the Customer for indirect, special, consequential, incidental or punitive damages including but not limited to, loss of business, revenue, contracts, anticipated savings or profits whether or not TVL was or should have been aware of the possibility that such damage could occur.
- 5.4 In the event that Customer's Service is interrupted the Customer should notify TVL and, unless the loss of Service is due to your negligence or wilful act, use our best endeavor to restore Service as soon as possible.

6.0 SERVICE UPGRADE/DOWNGRADE

- 6.1 The Customer is entitled, at any time, to upgrade the monthly plan of your Service Commitment by consulting a salesperson at our TVL shop.
- 6.2 Downgrades of a monthly plan are only allowed if your Service Commitment period has lapsed. You may downgrade by consulting with a salesperson at our shop.
- 6.3 It shall be the Customer's responsibility to manage consumption in excess of their package. All usage in excess of the customer's monthly plan package shall be charged on a 'Pay As You Use' rate basis. If the threshold of excess usage is reached, TVL reserves the right to request a deposit that has to be made before further access to

the service is permitted.

7.0 USE OF THE SERVICE

7.1 Where a dynamic IP addressing is used for the Service, the Customer shall not use the Service to provide access to Internet Servers hosted in its premises. The Customer shall not use the Service:

- a) for any unlawful purposes such as, but not limited to, vice, gambling or other criminal purposes whatsoever or any other activities which are contrary national security, public order and morality; or
- b) for persistently sending messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or needless anxiety to any person whomsoever; or
- c) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or
- d) to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or
- e) attempt to gain access to any computer system connected to Internet without authorization by the owner of the computer system; and to access information or resources which are private to individuals and organizations unless permission to do so has been granted by the owners or holders of the rights to such resources and information.
- f) share or allow to be shared the Service and/or Equipment with any person or corporation whomsoever without the prior written approval of TVL and shall use

the Service only for the purpose for which it is subscribed.

- g) assign or dispose of in whole or in part any rights or obligations herein contained without the prior written approval of TVL. Any purported assignment or disposal without such written consent shall be null and void and of no effect.
- h) other than in accordance with the Acceptable Use Policies of any connected networks and the Internet Standards.
- i) for business purposes, in the event he is a Residential Customer
- j) to make excessive use of bandwidth intensive services contrary to Fair Usage Policy that may negatively impact on the rest of the Internet Customers who only make use of their Internet service for normal Internet Access purposes

8.0 SERVICE COMMITMENT AND DISCONTINUANCE OF SERVICE

- 8.1 The Service shall be provided with a Minimum Subscription Period as stipulated by TVL on Residential Internet Application form. This Agreement is from date of activation of Service or from the date of Re-signing and is valid for as long as the Service is being used by the Customer unless otherwise stated and agreed upon by TVL.
- 8.2 In the event where you decide to discontinue the Service before the Service Commitment period lapses, we will require you to pay an Early Termination Fee. This Fee is the cost of monthly recurring charges (including any applicable taxes and fees) for the remaining months of the service commitment. This Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service commitment period on which your monthly plan is based.
- 8.3 After expiration of the Service commitment period, the service shall continue under the terms of this Agreement until you decide to re-sign to or terminate the service.

The Early Termination Fee is only applicable during the Service Commitment period and not during periods when the Commitment period has lapsed without Re-signing.

9.0 EQUIPMENT

- 9.1 Any equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety, and security procedures applicable to the use of that equipment.
- 9.2 Any equipment that is attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for that purpose under any relevant legislation.
- 9.3 TVL is acting only as a reseller or licensor of any hardware, software and equipment (collectively, the “Equipment”) offered under the Agreement that was manufactured by a third party. TVL shall not be liable for any changes in Service that cause Equipment to become obsolete, require modification or alteration, or otherwise affect the performance of the Service. Any malfunction or manufacturer’s defects of Equipment, either sold, licensed or provided by TVL to the Customer or purchased directly by the Customer used in connection with the Service will not be considered a breach of TVL’s obligations under this Contract.
- 9.4 Any rights or remedies the Customer may have regarding the ownership, licensing, performance or compliance of Equipment are limited to those rights extended to the Customer by the manufacturer of such Equipment. The Customer is entitled to use any Equipment supplied by TVL only in connection with the Service.
- 9.5 The Customer shall use his best efforts to protect and keep confidential all intellectual property provided by TVL through any Equipment and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Service. The Customer shall not resell, transfer, export or re-export any Equipment, or any technical data derived therefrom, in violation of any applicable Vanuatu or foreign law.

9.6 The Customer shall be responsible for TVL equipment on the Customer's premises and shall not add to, modify or in any way interfere with the TVL equipment. The Customer shall be liable to TVL for and shall insure (under an all risks policy) against any and all loss of damage to TVL equipment howsoever occasioned or caused, except in so far as any such loss or damage is attributable to the negligent or wilful act or omission of TVL, its agents or subcontractors.

9.7 Unless otherwise provided in the Contract, ownership (both legal and beneficial) of TVL equipment shall be retained by TVL at all times and the Customer will not remove or alter in any way any identification mark on any part of the TVL equipment showing that it is owned by TVL. On all occasions when the ownership of the TVL equipment is in issue, the Customer shall make clear to third parties that the same is the property of TVL.

10.0 TARIFFS AND PAYMENT

10.1 Usage charges payable shall be calculated by reference to data recorded either by TVL or on our behalf by an authorized third party.

10.2 All charges due to TVL are tax inclusive and shall be paid by the Customer.

10.3 You are allowed to terminate your service Commitment within 30 (thirty) days following any adjustment under section 8.3 and without Early Termination, Fee charges if:

- a) these adjustments are not the result of Regulatory or Government decisions; or
- b) the changes are fully attributable to and controlled by TVL; or
- c) the alternative plans proposed are not favorable when compared to the original plan package in terms of pricing, data and voice.

10.4 Accounts shall be prepared monthly and sent either:

- (a) as an electronic notification on the e-mail address provided by TVL which guides you to your account on the TVL Website for details of usage;

- (b) by ordinary post;
- (c) delivery to the billing address specified in the service application (or such other address as notified to TVL in writing from time to time) ; or
- (d) may be collected by you at points we have designated for that purpose if you elect so to do in writing.

10.5 It is your responsibility, having applied for the Service, to notify us of any change of billing address, to safely guard any E-mail or TVL Web account details assigned to you, regularly check and review billing invoices and charges and settle payment of accounts for such services , bills and all charges in connection therewith which will be rendered to you.

11.0 Limitation, Suspension and Termination

11.1 TVL may limit, suspend or terminate your service or agreement without notice for any reason, including without limitation, if you or any user of the service provided to you whether authorized or not :

- (a) breach(es) the Agreement;
- (b) incur(s) outstanding charges greater than any monthly plan threshold limit (or their excess usage thresholds) on your account (even if TVL has not charged any bill);
- (c) provide(s) inaccurate information or credit information which TVL is unable to verify;
- (d) resides(s) in an area where TVL's network is not present;
- (e) transfer(s) Service to another person without our consent;
- (f) become(s) insolvent, goes bankrupt or threatens bankruptcy (except as prohibited

by law);

- (g) misuse(s) the Service provided to you and our equipment;
- (h) use(s) our equipment is in a manner which will adversely affects our service to others
- (i) subscribed to a Monthly Plan that TVL no longer offers

11.2 If your outstanding charges remain unpaid for more than two consecutive months from the date of tax invoice, we may suspend your connection without prejudice to our rights to recover the outstanding charges.

11.3 Reconnection of Service shall be made when convenient to us and at our sole discretion having regard to:

- a) the availability and provision of the necessary facilities;
- b) our other commitments;
- c) your payment of all outstanding amounts as well as the applicable reconnection fee and deposit where appropriate; and/or
- d) whether you have rectified the breach of terms and conditions of service to our complete satisfaction.

12.0 TRAFFIC POLICY

12.1 TVL Broadband Services is a shared access service depending upon local and international scarce connectivity resources. TVL intends to provide to all Users a reasonable level of service and distribute bandwidth among them. This is why depending on the type of TVL Broadband Services subscription that the Customer has chosen, TVL may apply dynamically an allocation of the available resources.

12.2 TVL Broadband Services is a best effort service and no guarantee will be made regarding the speed of access.

12. Customer Complaints, Query or Disputes

- a. In the event a customer wish to raise a dispute, complaint or a concern regarding this service the Customer may send an email to www.customercare@tvL.net.vu or Report at TVL shop at TVL House and talk with TVL Customer Care or use other mediums to communicate the complaint to TVL Customer Care.
- b. Upon receipt of the filed dispute complaint or concern the TVL Customer Care will direct such to the relevant department to consider and analyse the dispute, complaint or concern and report back to the customer

13.0 PERSONAL INFORMATION

- 13.1 You have agreed to provide to us, upon request, information pertaining to your identity, address and your planned use of the Services as well as satisfactory evidence of your creditworthiness. We are entitled to refuse service if such information is not, in our sole discretion, satisfactory.
- 13.2 It is your responsibility to retain a copy of this Agreement for future reference at the request of TVL
- 13.3 TVL acknowledges that Customer information obtained for the purpose of providing this Service to Customer will at no point of time to be shared with any third party but used only for purpose of providing this service and for data provision of TVL.
- 13.4 The customer is at liberty to request, at any time, to verify his/her information kept by TVL and may request amendment of such information by filing a Request for Amendment to Customer Information.
- 13.5 Customer acknowledges that irrespective of paragraph (a) herein TVL may be compel to provide their information to third parties by virtue of any mandatory requirements by law, Court Orders or any other legal requirements.

14.0 AMENDMENT, MODIFICATION OR VARIATION TO TERMS OF THIS SERVICE

- 13.1 Upon the approval of the Regulator, TVL may amend, modify or vary the Specific Terms and Conditions of this Service by giving such reasonable advance notice thereof to the Customer and any such amendment, modification or variation shall take effect as from the date specified in such notice. Such Notice may be issued through the TVL Website www.tvl.net.vu , SMS notification or through any other medium.

14 LIABILITIES AND FORCE MAJEURE

- 14.1 The Customer is hereby advised that servers on the Internet are exposed to hackers' attacks, viruses and other adverse effects. Furthermore, due to dynamic development of the latest technologies there are many software products, including well-known brands, with internal flaws. For these and many other reasons the Customer may experience complete loss of content of their server (s). While TVL does everything in its power to prevent these problems, TVL will not be liable for lost data.
- 14.2 TVL shall not be liable for any failure in performance, interruption of the Service or delay in performing its obligations hereunder if such failure, interruption or delay is due to circumstances beyond its reasonable control, including but not limited to, acts of God, acts of any governmental body or military authority, civil disturbance, war, sabotage, embargo, fire, earthquakes, tsunamis, volcanic eruptions, flood, strikes or other labour disputes and disturbances, interruption or delay in transportation, interruption or delay in telecommunications or third party services, failure of third party software or hardware, inability to obtain facilities, raw materials, fuel, energy, labour.
- 14.3 TVL has no control over the information transmitted to or from the Service and that TVL does not ordinarily examine the use to which Customers put the Service or the nature of the information they are sending or receiving. TVL hereby excludes all liability of any kind for the transmission or reception of information of whatever nature.
- 14.4 TVL shall not in any circumstances be liable under this Contract or otherwise for any

direct or indirect loss, loss of business, revenue, profits or savings; wasted expenditure; corruption or destruction of data; or for any indirect or consequential loss whatever whether arising from negligence, breach of contract or otherwise.

14. LIMITATION OF LIABILITIES

14.1 In no event shall TVL or its employees, affiliates, agents, suppliers, third-party information providers, merchants, licensors or the like, be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by the customer or any third party, whether in an action in contract or tort or strict liability or other legal theory, even if TVL has been advised of the possibility of such damages. In no event will TVL's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual amount paid by the customer for the service which gave rise to such damages, losses or causes of actions during the 1-month period prior to the date the damage or loss occurred or the cause of action arose.

15. INDEMNITY

15.1 The Customer undertakes and agrees to indemnify and hold harmless TVL at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage and howsoever arising which TVL may sustain, incur or pay, or, as the case may be, which may be brought or established against TVL by any person whomsoever arising out of or in connection with or by reason of the operation, provision or use of the service and/or equipment under, by reason of or pursuant to this agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.

15.2 TVL shall not be liable for any loss or damages sustained by reason of any disclosure, inadvertent or otherwise of any information concerning the Customer's account and particulars. Neither shall TVL be liable for any error, omission, nor inaccuracy with respect to any information disclosed.