

TELECOM VANUATU LIMITED

INTERNET SERVICES

TERMS AND CONDITIONS



Background

All Internet services provided by Telecom Vanuatu Limited ("TVL") shall be supplied on the following agreement which shall be used in conjunction with Voice Services Terms and Agreements where both services are offered in the Customer's Monthly Plan Package or Pre-paid Services.

1. Defined Terms and Interpretation

'Account' means TVL's records of the Customer's payments, outstanding charges and other details of the account holder including name, postal address and usage of the services.

'Agreement' means this contract consisting of the terms and conditions herein and its attached annexure and schedules, the terms and conditions of any applicable equipment and the application/installation form.

'Acceptable Use Policy' means TVL's policy on the acceptable usage of the service which is available on our Website.

'Charges' means the connection charges, the usage charges, monthly service charges and any other charges pertaining to the provision of the Service however provided by TVL to the Customer, and as updated or amended from time to time upon prior notification by TVL to the Customer.

'Commencement Date' means the date when service is activated following TVL acceptance of the customer's registration for the Services covered under this Agreement and following the completion of checks.

'Commitment' is the term given in Clause 5.1

'Connection' is the process of giving the customer access to services or the activation of services.

'Coverage' means the geographical perimeter within Vanuatu where TVL provides its services.

'Customer Access' telecommunications link that is provided by TVL to the Customer Premises with the most relevant technologies available to TVL to provide its services to the customer.

'Customer Premises' refers to the location that is owned or rented by the customer and is designated by the customer to install Equipment and provide Service.

'Equipment' means any technical appliance supplied by TVL to the Customer to enable provision of the Service from time to time. This includes but is not limited to any mobile phone device, TVL network SIM card, TVL Dongle, WiMax and ADSL technology.

'Fair Usage Policy' means TVL's policy restricting the abuse of usage of the service by the Customer. It is available on our Website.

'Internet' worldwide networks interconnecting servers and personal computers using the internet protocol.

'Internet Access' Service that enables the Customer to connect over the Customer equipment to Internet.

'Internet Volume' is the total amount of Internet Mega Bytes transferred (includes uploads and downloads).

'Intellectual Property Rights' means all intellectual property rights including:

(a) patents, copyright, rights in circuit layouts, registered designs, trademarks, know how, trade secrets, domain names, website contents, and any right to have confidential information kept confidential; and

(b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

'Law' means any principle in common law or equity and the relevant jurisdiction's requirements under any legislation, rule, instrument, code of practice, ordinance or by law, present or future.

'Monthly Plan' (or Package) means post-paid service options offered by TVL and classified by packages combining voice (in minutes) and/or Internet (in Mega Bytes) and/or SMS incorporated into monthly plan offers available from time to time and subscribed to by the customer. These packages are distinguished by the varying limits of combined services and corresponding pricing.

'Downgrade of Monthly Plan' means to switch to a TVL monthly plan package (ie: Life, Surf or other postpaid Internet or Internet combination plan package) inferior in price to the current plan the customer is subscribed to.

'Upgrade of Monthly Plan' means to switch to a TVL monthly plan package (ie: Life, Surf or other postpaid Internet or Internet combination plan package) superior in price to the current monthly plan the customer is subscribed to.

'Material' includes property, information and the subject matter of any category of Intellectual Property.

'Network' means TVL's fixed, mobile and/or other electronic communications system by which TVL provides Service to the customer.

'Notice Period' commences from the date the customer formally serves a notice to TVL until 30

days thereafter but excludes weekends, public holidays and bank holidays.

'Password' is the private code given by TVL to the Customer to authenticate themselves when connecting to a service such as TVL network provided internet, email and e-account.

'Pay As You Use' means the rate that shall apply to usage when the customer is in excess of package limits provided in monthly plan.

'Re-sign' means the period after service Commitment when the customer may sign up for an additional service commitment of 12 or 24 months with a specific advantage and benefit from bonuses, promotions and deals available to them from this service package.

'Roaming' the ability for a customer on a postpaid package to automatically make and receive voice calls, send and receive data, or access other services, including home data services, when travelling outside the geographical coverage area of the TVL home network (ie. Vanuatu).

'Service' means Internet services provided to the Customer via TVL telecommunications link with the most relevant technologies available to TVL. It is inclusive of, but not limited to data, internet and leased circuit services.

'Shop' means the TVL shop currently located on the ground floor of the TVL Haos, Fatumaru Bay but subject to change address with notification to the public via the website, SMS, media or other reasonable forms of communication.

'TVL' includes officers, employees, agents and subcontractors appointed by TVL but does not extend to outsourced activities of TVL.

'Website' means the TVL website at www.tvl.net.vu where the Customer can access its personal account information and manage their account.

'we' or 'us' means Telecom Vanuatu Limited and **'our'** has a corresponding meaning.

'you' means the customer (individual or company) having subscribed for a service and having a billing relationship with us and **'your'** has a corresponding meaning.

Your access to the Service is subject to these terms and conditions and any other instructions we give you, whether through our website or otherwise. These terms and conditions revoke any earlier versions.

2. Term

2.1 Notwithstanding any provision herein, the agreement will only commence upon completion of checks including but not limited to, geographical coverage, service eligibility, resource availability, and credit worthiness.

2.2 If after the checks stated in Clause 2.1 above we are satisfied that we are able to provide the service(s), the Agreement will commence on the commencement date. Your obligations regarding any Equipment will commence on the date of your receipt of the equipment.

2.3 The agreement shall continue for the Commitment period and shall be automatically renewed for further periods of 12 months each unless we terminate the agreement under these terms and conditions or you terminate it giving 30 days prior notice.

2.4 The provisions for Commitment period shall not apply to pre-paid services.

2.5 In the event that you apply for service(s) and as a result of checks referred to in Clause 2.6 hereinabove or a technical check, we are of the opinion that we are not able to provide you with that particular service, we shall notify you and offer to provide the next best available service.

2.7 Where we have received a request from you for the provision of the service through our network. It is agreed that the services we provide shall be governed by the terms and conditions contained herein. These terms and conditions are subject to amendment by us from time to time.

2.8 In respect of the service(s) covered by this agreement, this agreement supersedes all previous agreements between the parties save that you shall continue to be liable for any outstanding obligations to us.

3. Service

3.1 We shall endeavour to supply and activate services to you within 28 days of our acceptance of your registration however we do not guarantee that service will be provided within such time nor will we incur any liability whatsoever to you in the event that service cannot be provided within 28 days.

3.2 The service gives you the ability, using a computer of appropriate specification and/or the Equipment to access the Service(s) and download and/or upload Internet up to applicable monthly usage allowance or Internet usage thresholds.

3.3 We shall charge you for usage that is in excess of monthly usage allowance or Internet threshold limitations.

3.4 This service is a best effort service and thus the definition of speed as "up to" and no guarantees are provided on throughput.

3.5 The provision of this service is subject to network availability, network capacity, distance, terrain, weather, copper quality, line speed limitations and satisfaction of all technical requirements. We are not liable for problems relating to Service availability or quality.

3.6 You warrant that you have or shall purchase the appropriate Equipment required with the necessary technical specifications to facilitate use of this service including a UPS back up facility in case of power fluctuations.

3.7 You acknowledge that the service will only be available if:

3.7.1 You have a computer or mobile telephone that satisfies technical requirements; and

3.7.2 Equipment used to access the service is located within the TVL coverage Zone.

3.8 Unless you apply for a commercial Package, you acknowledge and agree that the Service(s) are intended for your own use only and you shall not resell the Service as a whole or partly. We reserve the right to suspend or cancel any or all of the Service(s) if we reasonably believe that you or anyone using the Service(s), whether authorized or not, is not complying with this obligation.

3.9 In the event that you relocate and/or move, and intend to receive the existing Service(s) at the new location, we reserve the right to charge you for administration and set up costs arising from your relocation.

3.10 We accept no liability for any loss or damages to property or equipment arising out of the provision, installation or maintenance of the service.

3.11 We shall not accept liability for radio wave and electromagnetic interferences due to fluctuations.

3.12 Our Network Operations points of contact are listed on our website and a toll-free number published on the registration form and other sales/marketing material.

3.13 We reserve the right to implement technical mechanisms, which prevent usage patterns in violation of "TVL Acceptable Use Policy" (AUP) for the Service. We further reserve the right to take such action as may be necessary to protect the integrity of the system, including, but not limited to, system monitoring, as well as protocol management and shutting down of ports affected by viruses, worms or other malicious code.

3.14 You will be deemed to be in breach of the AUP if:

3.14.1 you download or upload excessive amounts of Internet, excessive meaning considerably more than the average customer would do for the same service;

3.14.2 you use the Service(s) for commercial services (if you applied for a residential);

3.14.3 if you use the Service(s) for illegal activities;

3.14.4 if you use peer-to-peer applications that infringe international copyright laws;

3.14.5 if you download inappropriate or sensitive content or material that may bring us to disrepute;

3.14.6 if you use the service for the purposes of spam or illegal email activities;

3.14.7 if you download illegal content or infringe on international copyright laws;

3.14.8 if you use the service to disrupt, annoy, attack or in some way offend a third party user;

If a complaint is brought against you by a third party for abuse of the service and the complaint is confirmed to be factual by our investigations.

3.15 Nothing in these terms and conditions shall be construed to limit our rights or remedies in any way with respect to any of the foregoing activities, and we reserve the right to take any action(s) deemed appropriate with respect to such activities, including without limitation, investigating suspected violations of these terms and conditions, taking action to recover the costs and expenses of identifying offenders and terminating their access to use of the Service, and levying cancellation charges to cover our costs in the event of termination of access to the Service. In addition, we reserve all available rights

and remedies with respect to such activities at law or in equity.

For avoidance of doubt, we shall not be held liable for acts or omissions of any reseller of the Service or any person installing and maintaining Customer end equipment.

4. Additional Services and Roaming

4.1 Unless otherwise stipulated, all service options included in your plan or package is intended for national usage only. You may specifically request your packages' internet service options be unblocked to allow for access to mobile internet while Roaming. This however, shall be subject to separate charges as stipulated in Clause 4.3.

4.2 Additional services subscribed to shall be charged separately as prescribed and varied from time to time by TVL.

4.3 Roaming capabilities of our Services are available on international partner networks however; usage shall be subject to additional charges imposed by the partner network in different countries. Notifications of your consumption that you receive on the domestic network may not be available outside Vanuatu while you are on Roaming. Information about partner network pricing can be obtained from our Call Centre or by consulting a Sales Officer in our shop.

5. Service Commitment and Discontinuance of Service

5.1 Your 'Commitment' is the 12 month service period during which you are on a monthly plan without the option of termination without incurring an early termination fee. Periods of suspension of Service do not count toward your Commitment. This Agreement is from the Commencement date or from the date of Re-signing and is valid for as long as the Service is being used by you unless otherwise stated and agreed upon by TVL.

5.2 You are entitled, at any time, to upgrade the Monthly Plan Package of your Service Commitment by consulting with a salesperson at our shop.

5.3 Downgrade of a Monthly Plan Package is only allowed if your Service Commitment period has lapsed. You may downgrade by consulting with a salesperson at our Shop.

5.4 It is your responsibility to manage consumption in excess of your package. All usage in excess of your Monthly Plan Package shall be charged on a Pay As You Use rate basis. If the threshold of excess usage is reached, we reserve the right to request a deposit be made before further access to the service is permitted.

5.5 In the event where you decide to discontinue the Service before the Service Commitment 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 on which your monthly plan is based.

5.6 After expiration of the Service Commitment, the service shall continue under the terms of this Agreement until you decide to 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.

5.7 The Early Termination fee may be waived if you have documented proof in the form of an employer's letter or travel documentation (visas and/or confirmed airline tickets) verifying that you shall be absent from Vanuatu for a period not less than 3 (three) months. In such a case, you shall be required to refund any bonus received in exchange for your Commitment before service can be terminated.

5.8 You must provide TVL no less than 30 days written notice if you intend to disconnect your service and terminate this Agreement. Notice of termination does not exempt you from settling rental charges incurred during the notice period until the date of actual termination.

6. Equipment

6.1 We shall deliver and install the Equipment appropriately at your premises within 30 (thirty) days of acceptance of your registration.

6.2 You must inspect the equipment immediately upon receipt and report at the time of installation, any damage, faults or missing items.

6.3 You must allow us or our contractor, whichever is applicable, access to the premises where the equipment is located at reasonable times for the purpose of installing, inspecting, repairing, replacing, removing or recovering the equipment and providing the services.

6.4 You must operate and use the equipment in a proper manner and shall not alter, tamper with or attempt to repair the equipment in any way.

6.5 We will not be liable to you for any faults in and/or damage to the equipment that is caused by your failure to install and/or use the Equipment in accordance with the operating instructions supplied or your failure to comply with any instructions given to you by technical support.

6.6 We are not liable for any faults in and/or damage to the Equipment resulting from your negligence.

6.7 We do not take responsibility for damage caused by power fluctuations. It is your responsibility to ensure that power is conditioned and protected with either surge protection or a UPS.

6.8 You will be liable for damage to our equipment due to power fluctuations. We reserve the right to charge you the full replacement cost for such equipment in such a case.

6.9 In the event that we have to provide you with replacement Equipment, you must return the faulty Equipment to us at the time of installation of the new Equipment. If you do not return the faulty Equipment to us at that time, we reserve the right to charge you the full cost of the Equipment not returned.

6.10. Warranty

6.10.1 In the event that the Equipment supplied to you shall be faulty or defective then we shall require you to immediately return the Equipment together with the receipt for the purchase. We shall only be responsible for the replacement of

the Equipment in the case of manufacturer's defects.

6.10.2 We shall extend to you the benefit of any warranty as given to us (subject to any limitation and restrictions thereof) by our suppliers. This warranty is the only warranty we give and specifies our entire liability including liability for negligence and in particular but without limitation all statutory or other express implied or collateral terms (including those related to but not limited to quality and fitness of the products and services). Conditions or warranties are excluded to the fullest extent provided by law including but not limited to any warranties and conditions expressed or implied by Sale of Goods Act (1893)- UK laws as applicable to Vanuatu.

6.10.3 The warranty shall remain valid for 6 (six) months from the date you receive the Equipment.

7. Your Undertakings

7.1 You confirm that the Registration Details that you provide are true, accurate and complete. You agree to inform us of any changes to your Registration Details immediately by contacting our Customer Care or Sales Office.

7.2 You agree to promptly settle charges for the Services we provide to you.

7.3 You shall allow us, our employees, servants and/or agents/resellers access to your premises for the purposes of installation, inspection, repair, maintenance, renewal or removal of our Equipment required for the provision of the service.

7.4 You shall allow us, our employees, servants and/or agents to install and maintain such cables, works and/or equipment as may be reasonably required to provide the service on your premises.

7.5 You agree to comply with all operational procedures and guidelines issued by us from time to time.

7.6 You shall keep the Username or Password(s) we give you confidential and take all necessary steps to ensure that it is kept secure. You will inform us without delay of any suspected or actual unauthorized use of the Service(s) and will take all steps necessary, including those steps we request to prevent such use.

7.7 You shall be responsible for the Equipment installed at your premises and use the Equipment in accordance with any instructions, safety and security procedures applicable.

7.8 You shall notify us of any proposed move and/or relocation to keep our Client Registration Details updated.

7.9 You shall comply with any instructions necessary for health, safety or service quality that we issue from time to time in relation to the Services.

7.10 You shall not allow any third party save for persons authorized by us to add to, modify or in any way interfere with the Equipment.

7.11 You shall not connect other equipment to the network over which Service(s) are provided that may in any way harm the network, the Equipment or other Customer's equipment and/or access to our network and services.

7.12 You shall not use the service(s):

(a) in a way that does not comply with the terms of any legislation or any license applicable to you or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

(b) in connection with the carrying out of fraud or criminal offence against us or any electronic communications provider;

(c) to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, in breach of any copyright, confidence, privacy or any other rights;

(d) to send or procure the sending of any unsolicited advertising or promotional material;

(e) in any way that does not comply with any instructions we give to you;

(f) in a way that in our reasonable opinion could materially affect the quality of any telecommunications service, including the Service you receive under this Agreement.

7.13 To reduce spam from entering and affecting the operation of our systems and Service(s), we may take reasonable measures to block access to or delivery of any email which appears to be of an unsolicited nature and/or part of a bulk email transmission. We may further use, within our systems virus screening, technology which may result in the deletion or alteration of email and/or email attachments, although we cannot guarantee that such technology will be effective against all virus attacks.

7.14 Not to permit to be connected to any terminal equipment of the circuit any apparatus which might cause damage thereto or interfere therewith and to allow at all reasonable times access to your operating rooms by any of our authorized representatives for the purpose of inspecting the apparatus therein.

7.15 Not to assign, transfer, sublet, charge or otherwise part with any of the rights conferred by the Agreement provided under these terms and conditions.

8. Pricing, Billing and Payments

8.1 The charges for use of the Service(s) shall apply from the Connection date.

8.2 The charges for equipment installation shall apply before the equipment is installed.

8.3 Start-up charges for the Service(s) are invoiced upon our acceptance of your application.

8.4 You shall pay the charges in accordance with the payment term and shall be made by either cash, cheque, credit or debit card or by direct debit.

8.5 For post-paid services, recurring service fees are payable on the 20th (twentieth) day of each invoiced month and shall be in Vanuatu Vatu (VUV) unless we specify otherwise.

8.6 For pre-paid services, you shall not receive any bills and your service account shall be recharged using pre-paid Rifiil cards or direct Rifiil from our Shop or authorized retailers and distributors. Prepaid services shall be disconnected on ninety (90) days of inactivity after credit expiry date.

8.7 Usage charges payable shall be calculated by reference to Internet usage recorded either by us or on our behalf by an authorized third party.

8.8 All charges are inclusive of VAT at the applicable rates.

8.9 Accounts shall be prepared monthly and sent either:

(a) as an electronic notification on the e-mail address provided by TVL or SMS which guides you to your TVL e-account accessible via the TVL Website;

(b) by ordinary post (at your request); 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

(c) may be collected by you at points we have designated for that purpose if you elect to do so in writing.

8.10 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.

8.11 Failure to receive an invoice sent to the last address you have notified to us shall not exempt you from payment of the account by the due date.

8.12a) Enquiries or disputes concerning any bill must be submitted to us within 60 (sixty) days of the bill issue date. Nothing in this condition shall relieve you from paying the charges on or before the payment date indicated under Clause 8.5.

b) You cannot bring a bill into dispute 60 (sixty) days after it is issued as sufficient time has been granted to investigate and query the charges billed to you.

8.13 If you do not settle payment of charges when due for two consecutive months, we reserve the right to suspend and/or terminate without notice all or any of the services and take any such necessary action to recover sums due to us and, if your Commitment term has not yet expired, all charges that would have been payable for the remainder of that Commitment term.

8.14 We shall be entitled to charge daily interest on outstanding amounts at the rate of 15% per annum, until we receive full payment, whether before or after any judgment. Interest shall continue to accrue despite termination of this Agreement.

8.15 In the instance that we are compelled to recover our outstanding debts and interest payments with the services of a debt collection company, the fees incurred for this recovery shall be borne by you.

8.16 We will distribute copies of statements for charges upon your request. We reserve the right to include on future statements, charges that were incurred in previous months and which have not already been billed to you.

9. Limitation, Suspension and Termination

9.1 We reserve the right to:

- limit your service(s); or

- suspend your service(s); or

- terminate your service(s) and this agreement;

Without notice and liability to you, for any reason, including without limitation, if you or any user of the service(s) provided to you whether authorized or not:

(a) materially breach(es) this Agreement;

(b) incur(s) outstanding charges greater than any monthly plan threshold limit (or excess usage

thresholds) on your account (even if we haven't yet billed the charges);

(c) provide(s) inaccurate information or credit information we cannot verify;

(d) breach(es) the Fair Usage Policy (FUP) or Acceptable Use Policy (AUP) as detailed in Clause 3.14 and 14;

(e) live(s) in an area where we don't provide Service;

(f) transfer(s) Service to another person without our consent;

(g) become(s) insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law);

(h) use(s) unauthorized, illegal or improper means to recharge the prepaid service account;

(i) uses our equipment in a manner which will adversely affect our service to others

(j) are on a Monthly Plan that we determine is no longer available to you.

(k) do not settle outstanding charges pursuant to Clause 8.13;

(l) are lawfully no longer permitted to receive the service(s);

(m) are accused of misuse or abuse of the Service(s) in a formal complaint from a third party that reasonably appears to be justified; and/or

(n) We are required to do so in order to comply with any law, order, direction or regulation given by a competent regulatory authority.

9.2 In the event that we suspend all or any of your service(s) pursuant to this Clause, you are required to pay the charges for the period that such service(s) are suspended including any arrears due to us.

9.3 Suspension may take effect without prior notice where emergency maintenance needs to be conducted. Notwithstanding Clause 9.2, you shall not be charged for the period that your Service(s) was/were suspended as a direct result of maintenance works.

9.4 Reconnection of service disconnected pursuant to Clause 9.1 above 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 arrears together with 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.

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in the Service(s) (including, without limitation, the Equipment, associated software, any programmes and/or other content provided to you through the Service(s)) belongs to us or our licensors, as appropriate, and you shall not obtain any ownership interest in such intellectual property rights.

10.2 You may be required to enter into agreements reasonably required by the owner of the intellectual property in any software, materials or content made available to you for the purpose of accessing the Services.

11. Assignment

We may, after offering you notice, assign our rights and duties under this agreement to a third party and

for this purpose disclose to the assignee relevant data relating to your service account.

12. Consequence of Termination

In the event of termination, all the information that we store on your behalf on our servers may be deleted and in particular, we delete all emails in your email account.

13. Content Management

13.1 You are responsible for all access to and use of the Service provided to you. You shall assume all responsibility and liability for the activities that any other person (with or without your permission) conducts on your Customer Access.

13.2 All management of data or content management is your responsibility and you shall be responsible for all data (including SPAM/Junk Mail or Virus Attacks) traversed through your Customer Access. We require you to have updated antivirus software at all times for your data security. In the case where traffic causes excessive resource utilization on our interfacing equipment or network that results in degraded performance for our other customers, we reserve the right to immediately downgrade or suspend service without prior notice.

13.3 If you have used shareware, trial ware or software provided by us then you will be subject to conditions stated by the developer of that product, such as usage, registration, payment etc. Also, if you change operators in the future, we have the right to reallocate the IP address or phone number assigned to your name. This service does not provide any public IP addresses or mobile phone numbers.

13.4 This service may only be used for lawful purposes. Transmission, distribution or storage of any material in violation of the laws and regulations of the Republic of Vanuatu is prohibited. Prohibited activities are described in Clause 3.14 "TVL Acceptable Use Policy" in

13.5 The use of information obtained through this service is at your own risk. You acknowledge that if you use another organization's proprietary material, then you shall be subject to the permission and usage policies of that person or organization.

14. Fair Usage Policy

14.1 Our Fair Usage Policy (FUP) shall be implemented for all Internet customers to ensure reliable and quality service.

14.2 We reserve the right to determine what is deemed to be abuse of usage of service based on existing customer's average usage, market conditions, international availability and quality of internet connectivity and this will change from time to time.

14.3 You will be deemed to have breached our FUP in the event that you upload and/or download such amounts of Internet that we consider to be significant.

14.4 In the event that the FUP is deemed to be breached, we reserve the right to reduce the speed of the service and/or reduce the quality of service and/or terminate the service.

14.5 All our services offered free or under unlimited subscription are subject to our Fair

Use Policy. If, in our reasonable opinion, your use is excessive, we may ask you to moderate your usage. If, after we have asked you to moderate your usage, you fail to do so, we reserve the right to:

- (a) charge you for the excessive element of your usage at your price plan's standard rate;
- (b) throttle your usage; or
- (c) suspend or terminate our service.

15. Personal Information

15.1 We shall be entitled to require you to produce positive identification and are entitled to refuse service if such evidence is not, in our sole discretion, satisfactory.

15.2 You agree 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.

15.3 It is your responsibility to retain a copy of this Agreement for future production at the request of TVL.

15.4 We shall treat your Client Registration Details and any other personal information obtained pursuant to this agreement as confidential and use any such information in accordance with this Agreement.

16. Our Liability

Nothing in these terms and conditions shall exclude liability for:-

- (a) Death or personal injury resulting from our negligence or of our employees whilst acting in the course of their employment, or
- (b) Direct physical loss of, or damage to, property which is directly attributable to our breach of contract, negligence or other cause provided that in no case shall the amount of such liability exceed Vatu 1,000,000 to respect of any incident or any series of incidents arising from a common cause in any twelve (12) month period.

17. Force Majeure

Notwithstanding any provisions herein to the contrary we shall bear no liability for any act or omission which we perform or fail to perform for any reason beyond our control, including but not limited to acts of God, acts of government authorities, strikes, war or war like activities, riot, acts of crisis, civil commotion, cyclones, tempest, storm and any other cause of like or unlike nature.

18. Indemnity

You agree to indemnify and hold us harmless for all liabilities, losses, claims and expenses that may arise from:

- (a) any breach of these Conditions by you; and
- (b) any transmission or receipt of any content or message which you have requested, made or received using the Service.

19. Miscellaneous

19.1 No act or omission by us shall affect our rights, power and remedies under this Agreement or any further or other exercise of such rights, powers or remedies.

19.2 This Agreement embodies the entire understanding between us relating to the services and there are no promises, terms, conditions or

obligations, oral or written, expressed or implied, other than those contained in this Agreement.

19.3 Each of the provisions of this Agreement is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable; the remaining provisions shall not be affected in any way.

20. Governing Law

The rights and obligations of signatories of this Agreement shall be governed by, and shall be construed and enforced in accordance with, local domestic laws of The Republic of Vanuatu excluding such French laws as may apply in Vanuatu by virtue of its Constitution.

21. Warranties Disclaimer

21.1 We exercise no control whatsoever over the content of the information passing through our internet backbone and expressly disclaim any liability for such content. We specifically deny any responsibility for the accuracy or quality of information transmitted or received through our services.

21.2 We make no warranties of any kind, either express or implied as to the fitness of this service for any particular purpose and/or merchantability. We take no responsibility for any loss or damage suffered resulting from or arising out of the use of the service. This includes loss of data resulting from delays, service interruptions, slow delivery, mis-delivery or no delivery of information.

22. Limitation of Liability

22.1 In the event that it becomes impossible for us to offer Service, both parties will be released from their obligations under these Terms and Conditions and we shall have no liability to you.

22.2 You accept that because provision of certain parts of the Service(s) is dependent upon third party service providers, there may be technical limitations or infrastructure incompatibility that inhibits the activation or provision of the Service(s). Whilst we will use reasonable endeavours to rectify these issues we cannot guarantee that they will be rectified by these providers.

22.3 You hereby acknowledge that we cannot be held responsible for any loss incurred due to faults and/or failures within a third party carrier's network infrastructure.

22.4 You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the Services and that the Service is used at your own risk and we take no responsibility for any Internet downloaded and/or the content stored on your computer.

22.5 Our responsibility for the Service does not apply in relation to any point beyond our equipment at your Premises. We shall not be responsible for any interference or degradation of service caused by any internal wiring or cabling within your premises other than those performed by our staff. You shall be responsible for any upgrades of such internal wiring or cabling that are deemed necessary to enable you to obtain connectivity or the full connectivity speed of the Service

22.6 You acknowledge that we cannot guarantee uninterrupted service, the speed, performance or quality of the service. You further acknowledge that

the service is not fault free and there may be interruptions and/or access problems from time to time as a result of maintenance, upgrades, emergency or problems caused by third party service providers over which we have no control and therefore can accept no liability for problems that may arise from the service.

22.7 Notwithstanding anything else to the contrary stated or implied herein, we shall have no liability to you whatsoever for any direct, incidental, consequential, punitive or special damages, including without limitation to, loss of profit, loss of revenue, loss of contracts, loss of business or loss of anticipated savings suffered by you or any third party even if we are informed in advance of the possibility of such damages as a result of non-availability of the service under any circumstances whatsoever.

23. Complaints Procedure

In the event that your Service is interrupted you should notify us on the number published for this purpose and we shall, unless the loss of Service is due to your negligence or wilful act, exercise our best endeavours to restore service as soon as reasonably possible.

24. Dispute Resolution

In the event of a dispute arising out of or in connection with this Agreement, the parties shall refer the dispute to the TRR to act as Arbitrator and the TRR shall seek to resolve the dispute amicably by using an alternative dispute resolution procedure acceptable to both parties before pursuing any other remedies available to them.

25. Changes to Services or Terms and Conditions

25.1 We reserve the right to adjust rates, specifications and terms and conditions with a 30 (thirty) day written notice sent to the address you have provided us and/or transmitted as a public notice by reasonable means to you through our website, SMS notification or through available media.

25.2 You are allowed to terminate your service Commitment within 30 (thirty) days following any adjustment under Clause 26.1 and without Early Termination Fee charges if:

- (a) these adjustments are not the result of Regulatory or Government decisions; and
- (b) the changes are fully attributable to and controlled by TVL; and
- (c) the alterations are not favourable in comparison to the original plan Package in terms of pricing, Internet and voice.

25.3 Your continued use of the Service after such changes will constitute acceptance of the variation or change.

25.4 Questions regarding these terms and conditions or service change should be directed to

info@tvlnet.vu