

# ACCEPTABLE USAGE POLICY STANDARD TERMS & CONDITIONS



Unwired Acceptable Usage Policy (AUP) & Terms and Conditions governs the use by the Customer ("Customer") identified on the Service Application form for the described services and products provided by Unwired Fiji ("Unwired"). The AUP has been created for the mutual benefit of the Customer and Unwired in ensuring the integrity, security, reliability and privacy of Unwired's services and network. Unwired retains the right to modify the AUP and T&C at any time and any such modification shall be effective to all customers when posted. Customer may only use the Services and Products in a manner that, in the Unwired's sole judgment, is consistent with the purposes of such Services and Products. If the Customer is unsure of whether any contemplated use or action is permitted, please contact Unwired.

<p><b>Terms Binding to Client</b></p>	<p>These Terms govern the supply of our Services and any modem or other equipment you buy from us. Your use of our Service including uMail will also be governed by our Acceptable Use Policy (AUP). Your use of our Services indicates your acceptance of these Terms, and has the same force and effect as if you had actually signed these Terms. You are not entitled to open an account for activation of our Services unless you are at least 18 years old. We may monitor your account to ensure that you are complying with these Terms. We will comply with our Privacy Policy. We may investigate any alleged misuse of the Service and may involve police or other law enforcement agencies in doing so without notice to you. We will cooperate with law enforcement agency investigations which may involve disclosures of information in response to legally binding notices. We are also obliged to allow law enforcement agencies to monitor and intercept communications using our Services.</p>	<p><b>Understand these Terms</b></p> <p>In these Terms: 'you' and 'your' mean the customer (you!); we, our and us mean Unwired Fiji; and our Services means the provision of wireless always-on fast internet and broadband services we have agreed to provide to you under the plan you have chosen.</p>
<p><b>General Outline of Unacceptable Usage</b></p>	<p>Resale of Services and Products, without the prior written consent of Unwired. Deceptive on-line marketing practices. Posting, transmitting, re-transmitting or storing material on or through any of Services or Products Violations of any local, Fiji law or regulation. Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer. Actions that restrict or inhibit any Person, whether a customer of the Unwired or otherwise, in its use or enjoyment of any of the Unwired's Services or Products. Introduction of malicious programs into the network or server (e.g., viruses and worms). Effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which Customer is not an intended recipient or logging into a server or account that Customer is not expressly authorized to access. For purposes of this Section, "disruption" includes, but is not limited to, port scans, flood pings, packet spoofing and forged routing information. Executing any form of network monitoring which will intercept data not intended for Customer's server.</p> <p>Circumventing user authentication or security of any host, network or account Interfering with or denying service to any user or any host. Abuse of the bandwidth allotment provided to the customer based upon the purchased network class.</p> <p>For purposes of this Section, abuse is defined as deliberately taking advantage of the network configuration to utilize greater than 50% of the bandwidth available to the customer based on agreed or contracted network service plan or class. Abuse is also considered should monthly usage reach excessive overage and recur over at least 3 months (90 days). Abuse of bandwidth will result in actions including (1) recommendation to upgrade plan to one more suited to the requirement, (2) request to cease said activity if unable to upgrade to higher plan, (3) termination of applicable network services.</p>	<p><b>Changes in these Terms</b></p> <p>We may vary these Terms or any information contained on our website at any time. If a variation is substantially to your detriment, we will make reasonable efforts to notify you of the change. Additional terms and conditions may apply and be amended to these terms and conditions for special promotions or offers as required.</p> <p><b>Accessing our Network</b></p> <p>You will be able to receive our Services whenever your modem is within the operating range of our network. We use the service address information you give us when you buy a modem to check whether you fall within our network area, and whether we can provide our Services to you. Unfortunately, we can't absolutely guarantee you the availability of our Services in advance, as there may be places within our network area where you cannot receive the Services, because of unusual terrain or other environmental or man-made circumstances beyond the immediate control of unwired or its representatives. In these cases we may recommend alternatives some of which may have additional costs associated with them. Acceptance or decline of a recommended alternative is to your discretion and Unwired cannot be held responsible for non-availability of service should you decline a recommended solution and after all reasonable attempts have been made by Unwired.</p>
<p><b>Notices</b></p>	<p>Notices will be sent by email to the preferred email address you have nominated. You will be deemed to have received a notice at the time the email is sent. You are responsible for ensuring your email account as provided is properly maintained in order that it does not produce Non Delivery Receipts (NDR) for non-existence of account, full mailbox, quota rejections, junk mail rejections.</p>	<p><b>Usage Limits</b></p> <p><b>UNWIRED SERVICE IS UNLIMITED – THERE ARE NO MONTHLY USAGE LIMITS.</b> However, you should be aware that certain activities will substantially contribute to your usage of internet service, including downloading video files, applications software, MP3 files and data sharing software such as Kazaa, Limewire, Gnutella, E-donkey, Bit Torrent, etc. Usage is monitored for abusive traffic patterns ONLY and is subject to points outlined in our <b>General Outline of Unacceptable Usage</b> as well as the following: Recurring excessive traffic patterns may be detected as abuse by our system and may subject your account to review or quarantine. If not rectified alternative actions including accounts suspension will be at the discretion of Unwired. If you would like more detailed information about activities that may contribute to your usage, please contact us or refer to our website.</p>
<p><b>Content</b></p>	<p>You are responsible for what you do. We are not responsible for ensuring the data you access or make available through our Services will be private, secure or free of anything which may damage your equipment or data; or the content or reliability of any information or software you access or make available through our Services. You accept responsibility for all information and material you send or make available via our services. You mustn't publish or make available any material which is illegal. You also acknowledge that Unwired doesn't check or approve anything available to you when you use our Services: you access and use such information and material at your own risk.</p>	<p><b>SPAM Act</b></p> <p>We comply with the Industry Standard SPAM Act. If we send you promotional emails, you will be able to respond asking us not to send you any more. However, all of our official communication with you will be by email: notice of upgrades and outages, invoices and so on. You agree as part of your acceptance of these terms and conditions to our sending you emails for those and related purposes.</p>
<p><b>Software &amp; Intellectual Property</b></p>	<p>Software we provide to you is licensed (or sublicensed) to you only for your use with our Services. We retain all our intellectual property rights in the Services, any modem you acquire from us, any software we provide you, and the content of our website.</p>	<p><b>Mail Usage</b></p> <p>Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam") is prohibited as is Harassment, whether through language, frequency or size of messages; Unauthorized use, or forging, of mail header information; Using Unwired or Customer account to collect replies to messages sent from another provider, which violate these rules or those of that provider and/or Creating or forwarding "chain letters" or other "pyramid schemes" of any type.</p>
<p><b>Availability of our Service</b></p>	<p>We try to make our Services available to you within our network area at all times, but sometimes availability and speed are affected by factors outside our control. For this reason we can't guarantee that our Services will be available to you at all times; or that speeds won't vary from time to time. It may also be necessary to interrupt our Services occasionally for upgrades and/or maintenance. Should we need to interrupt our Services we will (1) whenever possible conduct maintenance or upgrades between 1AM and 6AM; (2) if possible tell you in advance (via email or our website) if our Services will be unavailable due to maintenance or any other foreseeable reason; and (3) restore disrupted Services as soon as possible</p>	<p><b>Login Details</b></p> <p>We will provide you with unique login details to access any required value added service offered on our network. Our system is dynamic and the IP (Internet Protocol) address allocated to you may be different each time you access our Services unless otherwise agreed upon but this does not affect your login credentials in any way.</p> <p><b>Assignment</b></p> <p>We may transfer all or part of our rights and obligations under these Terms to our business partners or related bodies corporate. You may not transfer your service. You are free to transfer ownership of your modem but if you do and you no longer wish to be responsible for payment you must cancel your service and the new owner must enter into a new service agreement with us.</p>

<p><b>Your Responsibility (you must do the following)</b></p>	<p>Keep your modem secure against use by other parties. You are liable for all fees resulting from use of our Services when accessed using your modem, whether authorized by you or not. If your modem is lost or stolen, notify us immediately; you will be liable for its use until we receive your notification, when we will suspend its use. You will be responsible for replacing it. If you do you will be able to pick up your existing service where you left off;</p> <p>Keep confidential all identification and log-in information required to access our Services.</p> <p>Comply with our usage policies in place from time to time. You must also ensure that any other person you permit to access our Services also complies with these policies;</p> <p>Immediately report any misuse of your account or disclosure of your security data;</p> <p>not resell the Services we provide to you;</p> <p>to pay for the Services in full by the due date nominated by us on your bill. This will happen automatically but you must ensure that your payment details are kept up to date; unpaid accounts are subject to suspension.</p> <p>ensure that all information you provide to us is correct, and kept up to date. You must regularly check for emails from us at the default email address we provide to you (or any other reliable email address you have given us) as we may send you important notices about the Service using this email address;</p> <p>provide your own computer set-up protection, including virus protection technology and firewalls. We strongly recommend that you install anti-virus and firewall software;</p> <p>and reimburse us for any loss or damage we suffer if you breach these Terms.</p>	<p><b>Extraneous Factors Causing Modem Failure &amp; Areas Beyond Our Control</b></p> <p>We cannot accept responsibility for everything that happens to your modem. We are not responsible for repairing or replacing a modem if it is defective due to abuse, misuse, neglect, mishandling or misapplication; any accident by you or a third party; any improper maintenance or service, including opening of the modem case by anyone but our authorised technicians or connection to external antennas that are not approved by us; or any unusual hazards affecting the modem or failure to provide a suitable environment for the modem (including for example exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage); electrical supply problems or damage to the battery or caused by the battery (if you have one) resulting from misuse; or natural disasters, acts of terrorism, or any other cause beyond our reasonable control.</p> <p>We want to give you the best service possible, but some things are beyond our control. We are not responsible for any Services failure which occurs due to fault with anything we have not supplied to you, such as your own computer, router, switch, LAN setups, cabling, or location; or because you do not use the Services correctly as per outlined in our AUP; or because you do not setup your modem correctly as per our provided or recommended instructions; or because you do not update software designed to protect your computer or operate your LAN environment; or because you do not let us update software designed to optimize your modems performance; or because of anything else outside of our reasonable control including (virus, worms, spyware, weather, location, modem placement, construction materials, foliage, burglar bars, mosquito screening, tinted windows, metallic structures which block RF)</p>
<p><b>Equipment (when you buy a modem from us)</b></p>	<ul style="list-style-type: none"> <li>• risk in (responsibility for) the modem passes to you as soon as you receive it, and</li> <li>• title (full ownership) passes to you on payment in full;</li> <li>• the modem and equipment it comes with are covered by a repair and replacement warranty against all manufacturing faults for 12 months from the date of purchase;</li> <li>• your warranty rights are in addition to any non-excludable rights, conditions or warranties implied by law; and will no longer apply if your service with us is terminated for any reason;</li> <li>• your warranty is as set out here: all other rights, conditions or warranties relating to the modem are excluded;</li> <li>• we reserve the right to update software in your modem to offer additional features and functions or to improve the performance of the modem to best match the performance of the Unwired network. Under most circumstances upgrades will be done over the air and you won't have to do anything but leave your modem switched on. We will give advance notice of upgrades. You won't have to pay for them;</li> <li>• in the unlikely event that your modem needs servicing outside the warranty period, we can arrange that for you at your cost.</li> <li>• If it's necessary to replace your modem or any other equipment you bought from us under your 12 month warranty let us know and a courier will be dispatched to any reasonable location nominated by you to collect the faulty equipment at no cost to you. We will check the faulty equipment and if we determine that the equipment fault is not covered by the Unwired warranty (for example it's full of water) an equipment replacement fee will be charged. We will tell you about this fee before applying the charges.</li> <li>• Modem warranty requires that the equipment be returned in the original boxed package with all original included items (cabling, disc, power supply, modem).</li> <li>• Non-compliance with this clause voids any and all warranty and may result in additional fees for replacement or repair.</li> <li>• Warranty does not cover abuse of the modem caused by neglect, or intentional. Warranty does not apply to the power pack ONLY to the modem unit.</li> <li>• Warranty does not cover damage caused by acts of God or other conditions beyond your or Unwired's reasonable control (flooding, water damage, fire damage, smoke damage)</li> </ul>	
<p><b>Charges &amp; Payments</b></p>	<p>Our charges are set out on our website and our policy is that all invoicing is via electronic means direct to a functional and nominated email address which you must provide, or choose on signing of application for service.</p> <p>Our service charges are billed IN ADVANCE of the usage period and may be updated from time to time, subject to any fixed pricing commitments that we make to you.</p> <p>You must provide us with and maintain accurate payment details. Further, You agree that:</p> <p>Unwired will invoice you monthly until termination (30 days notice) on approximately the same day each month following your commencement of the Services, a few days before the charges on the invoice fall due; and we will automatically charge the invoiced amount on your monthly billing date.</p> <p>This invoiced amount will include monthly charges for service, and charges for any additional features purchased and deferred to that billing period by your authorisation.</p> <p>It will also include any ancillary charges incurred by you in advance of your invoice being issued. If your nominated payment service is declined or you are delinquent in payment/renewal of service plan, we will suspend your access. If your account is suspended for this reason, a reconnection fee of \$20 applies. All reconnections will happen within 1 hour on the day payment is made</p>	<p><b>Violations &amp; Penalties</b></p> <p>Violation of any of Unwired's Terms and Conditions and/or of the Acceptable Use Policy by the Customer may result in the suspension and/or the termination of Unwired's service.</p> <p>Unwired retains the right to notify the Customer by telephone, fax, and/or email of violations by the Customer of the AUP or T&amp;C's. Upon the first notification the Customer has five (5) business days to remedy the violation. Upon the second notification the Customer has five (5) business days to remedy the violation.</p> <p>Upon the expiration of the second remedy period Unwired retains the right, at its sole discretion, to immediately suspend and/or terminate the service to the Customer. If at any time Unwired determines, in its sole discretion, that the Customer's violation of the AUP and/or T&amp;C places Unwired or its customers at risk, Unwired may choose to immediately suspend and/or terminate the Customer's service. Refunds do not apply</p>

**PLEASE ENSURE THAT YOU HAVE FULLY READ AND UNDERSTOOD ALL THE APPLICABLE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT**

**THESE TERMS AND CONDITIONS WILL BE IN FULL FORCE UPON ACCEPTANCE OF YOUR SERVICE APPLICATION**