

Cybervale Internet Service - Terms and Conditions

1. SERVICE

- 1.1 Access to the Internet Service (Service) shall be provided at the address specified on the application form. With the exception of the Service, you shall be responsible for obtaining all appropriate hardware, software, licenses, permissions and other things, which may be necessary or appropriate to enable you to lawfully access the Service.
- 1.2 Temporary storage is provided on our mail server with the understanding that you will manage your mails using an appropriate mail client. We shall not be liable for the loss of any mails left on the server for a period exceeding three (3) months.
- 1.3 The Service is provided to you for the sole purpose of enabling you to access the Internet for your own private purposes or purposes connected with your business (as disclosed in the Application Form). The Service shall not be used for any other purpose whatsoever (herein called "Unauthorized Purpose") or any purpose expressly prohibited under section 2.1 and 2.2.

2. COVENANTS

- 2.1 You undertake that you shall not (nor shall you permit any other person to) use the Services:
 - a) To transmit any information which is, or might be abusive, threatening, offensive, or illegal;
 - b) For illegal or fraudulent purpose;
 - c) To deliver any telecommunication service to any other person for reward;
 - d) For "hacking" or in order to gain unauthorized access to any system or database;
 - e) For the purpose of resale or for providing a like or other service to a third party for reward;
 - f) Contrary to recognized Internet protocols;
 - g) In a manner which interferes with, or adversely affects, any service provided by us, or other Internet users;
 - h) To fraudulently evade any charges payable to us for the Service.
- 2.2 In addition to the above section, we may, by notice to you, prohibit the use of use of the Service for any purpose or in any manner set out in such notice.

3. FEES

- 3.1 The fees may be revised by us from time to time upon giving you not less than thirty (30) days notice of the new fees.
- 3.2 Registration Fees, Subscription Fees and all other fees related to the Service shall be paid on signing this Agreement. You are required to adhere to the fees set out in the Rate Schedule included in your Information Pack to arrive at the total payable.
- 3.3 The registration fee is non-refundable.

4. DISCONNECTION

- 4.1 We may discount the Service and/or terminate this Agreement if
 - a) Your payment is not honoured by any financial institution and you fail to settle by cash within five (5) days of notice;
 - b) We are satisfied after reasonable inquiry or upon credible information that you have used or are using the Service for any illegal, fraudulent or "Unauthorized Purpose".
- 4.2 We may also temporarily disconnect the Service
 - a) For repairs, upgrading or testing of any equipment related to the operation of the Service
 - b) In any emergency to safeguard any service to essential service providers such as the security forces, hospitals, etc.

5. RECONNECTION

- a) In the event that the Service is disconnected for the reason specified under 4.1(a), then, you shall, prior to such reconnection pay all outstanding fees and charges.
- b) In the event that the Service is disconnected for the reason specified under 4.1 (b), the Service may be reconnected at a time, at our discretion, we are convinced that such activities have ceased.

6. FAULT REPORTING AND MAINTENANCE

- 6.1 We do not guarantee that the Service will be free from fault. Upon notification of fault, we shall use our best endeavours to correct or restore the Service promptly. (On average, restoration should be achieved within a 24 hour period after the receipt of a report.)
- 6.2 We shall not be responsible for repairing faults in your hardware or software. If we visit the Service address and the fault is in your hardware or software, then you shall pay us visit charges at the applicable rates.

7. FORCE MAJEURE

We shall not be liable to pay any breach of this Agreement or for the suspension of the Service caused by any circumstance beyond our reasonable control, including, but not limited to, hurricane, earthquake, strikes, lock-out or other industrial actions (whether or not involving our employees) or the acts or defaults of any provider of telecommunication services.

8. LIABILITY

- 8.1 We shall not be liable to you for any loss or damage including, but not limited to, death or personal injury, damage to property, corruption of software, loss of data which you may suffer and which may arise out of, or in connection with the Service or anything done or omitted by us.
- 8.2 In accepting the Service, you shall be deemed to have accepted the risk of "hacking" and unauthorized access to your system and we shall have no liability to you in respect of the foregoing. You shall, therefore, be responsible for establishing your own "firewalls" and other protective devices.

9. TRANSFER OF SERVICE

You may not assign the benefits or the burdens of this Agreement or otherwise transfer the Service to any other person, whether temporarily or permanently.

10. GENERAL

- a) You shall be responsible for providing suitable power supply for the Services.
- b) You shall be responsible for the safekeeping and privacy of your access information (username & password); any breach of this information does not entitle you to any compensation from us.
- c) We shall not be liable to you in respect of any literature or "freeware" provided by us to you.
- d) In any legal proceeding between you and us, you agree that the presentation of documents produced from the Service or other computer or electronic means shall be good, sufficient and admissible in a court of law.