
KUK I NET LIMITED
Terms of Service Policy

Please read these Terms of Service carefully as they contain important information about:

- the Service, its use and limitations;
- the agreement between you as a Subscriber and Kuk i Net as your Service Provider;
- how to manage, change or terminate your contract;
- your subscription and Minimum Contract Period; and
- your Consumer Rights.

In particular, your attention is drawn to Section 4 – Prohibited Uses.

In summary, your Service Provider will only provide Service to Subscribers who pay on time, comply with the law and do not behave in any way that is offensive to other users, abusive to the system or to the property of the Service Provider or the telecommunications infrastructure provider, or which degrades the Service for other users.

Your Service Provider will use all reasonable efforts to provide the Service but, since the internet is a shared resource, no performance guarantee is given.

If your Order is accepted, agreement to these Terms of Service is required to use the Service. This version v01.1 applies from 01 November 2020 onward to all existing and new Subscribers.

1. Definitions

KUK I NET (“Service Provider”), is an internet service provider that is retailing internet connectivity delivered by satellite through the service provided by Kacific Broadband Satellites International Ltd a company limited by shares duly registered in the Republic of Vanuatu.

“Account” means the the account registered by Subscriber(s) (specifying the service and account details provided by the Subscriber) with the Service Provider in respect of the Service. Each Account will be attached to a single Username with the ability to use the Service at a declared location (GPS coordinates) via a specific single Equipment Set (that includes a modem with a specific MAC address). The details of the specific Equipment Set will be updated if, after notifying the Service Provider, the Equipment is replaced for maintenance reasons.

“Activation Charge” is the Charge payable to create a new Account. “Re-activation Charge” is the Charge payable to re-activate an Account which exists but has been terminated but not yet deleted from the Service Provider’s Accounts system.

"Charges" means the charges payable by the Subscriber, details of which are either publicised on a dedicated online portal of the Service Provider or provided by way of a written document to the Subscriber.

"Contract" means these terms and conditions, the Acceptable Use Policy and any documents referred to in them and the Order Forms, including the Charges for the Service and any Promotional and Special Offer Terms and Conditions which may apply to particular orders and subscriptions at the time. A Contract is valid for a Service provided to the applicable Account.

"Equipment Set", "Equipment" and "Terminal" are equivalent terms describing the combination of dish and transceiver Outdoor Unit (ODU) and satellite modem Indoor Unit (IDU) and associated equipment type-approved and supplied by the Service Provider or supplied by any of its approved resellers.

"MAC address" or "MAC iD" means the unique Media Access Control address of the satellite modem device the Subscriber uses to access the Service as described in the Order Form.

"Minimum Contract Period" (MCP) means the period of time the Subscriber agrees to remain under Contract under the Order Form. Minimum Term and Minimum Contract Term references in other documents should be interpreted as "Minimum Contract Period". Unless specified otherwise in an Order Form, the Minimum Contract Period is one month.

"Order Form(s)" means the paper or electronic registration and payment forms respectively exchanged by email or via a dedicated online portal of the Service Provider and the subscription and equipment order forms submitted by the Subscriber with Subscriber details.

"Service" means the connectivity to the Internet via the Kacific1 satellite using a VSAT, or such other services as the Service Provider may offer and specify on the Order Form; such Service may change from time to time.

"Start Date" means the date when the Subscriber agrees to be bound by these Terms and Conditions which shall be the requested date of service as indicated on a duly completed Order Form or, if different, the date that the Service Provider confirms in writing that the Service has been successfully activated for the Subscriber.

"Subscriber" means the end user customer of the Service, sometimes referred to in this Policy as "you".

2. Introduction

This Terms of Service Policy (the "Policy") defines acceptable practices for the use of the Service by Subscribers. The Policy is designed to assist in protecting the network and Service (collectively, the "System") and Subscribers from improper and/or illegal activity over the Internet. It should be read in conjunction with the Service Provider's Fair Use Policy available at [link].

The Service Provider reserves the right to update the Policy from time to time and will maintain the latest copy of the Policy on <https://www.kukinet.co.ck/policies>. We will not change the Policy in a way which would be materially detrimental to you without providing you with at least 30 days' notice of the change. If you do not want to be bound by any subsequent changes to this Policy you should contact your Service Provider immediately so that it may close your Account. Until you notify your Service Provider you will be deemed to agree to any new terms and conditions to this Policy.

3. Agreement to Policy and Fair Usage

By using the Service, you acknowledge and agree to comply with the Policy and will fully cooperate with KUK i NET in any investigation regarding violations of the Policy. You also acknowledge and agree that the Service is sold to you under the assumption of reasonable data consumption and transmission, and that the Service Provider reserves the right to restrict or otherwise regulate the Service if your data consumption and transmission exceeds reasonably acceptable rates.

4. **Prohibited Uses**

The following uses of the Service are prohibited and will constitute violations of the Policy:

Illegal Activity. Subscribers may not use the Service for any activities that are unlawful under any applicable laws. This includes the transmission or access of information in violation of any applicable law or regulation.

Unauthorized Access/Interference. Subscribers may not use the Service to:

- interfere with or compromise the normal functioning, operation or security of, any portion of the System or any other satellite system, or any telecommunications network.
- engage in any activities that may interfere with the ability of others to access or use the Service.
- gain, or attempt to gain, access to the user accounts or passwords of other Subscribers.
- access, or attempt to access, the Service using transmission equipment that is not expressly approved in writing by the Service Provider.
- fraudulently conceal, forge or otherwise falsify a Subscriber's identity.
- transmit or collect responses via unsolicited commercial e-mail messages or deliberately send excessively large attachments to one or more recipients.
- intentionally transmit files containing a computer virus or corrupted data.
- attempt to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of the Service.
- Gain unauthorised access or control over a computer network security systems for an illicit purpose
- engage in any other illegal or inappropriate activity or abuse of the Service (as determined by the Service Provider in its sole discretion), whether or not specifically listed in the Policy.

5. **Payment**

Subscriber agrees to pay the Charges for the Service, Equipment, installation and other items as described in the Order Form. Payments shall be made in full in the indicated currency and net of all banking charges. The following additional terms will apply:

- Activation Charges if any will accrue on the Start Date and will be invoiced with the first monthly invoice.
- Monthly charges are payable in advance and will be invoiced on or before the 16th of each preceding month (or on any Start Date if it occurs between the 17th and end of the month).
- Subscriber may notify by email admin@kukinet.co.ck by the 15th of each month if he/she wishes to pay several months of monthly fees in advance in order to limit the banking fees or for convenience.
- Subscriber may terminate the service by notifying the Service Provider by email at admin@kukinet.co.ck by the 15th of each month, for this termination to take effect on the last day of such month. Past this date, termination will take effect at the end of the next month, and Subscriber agrees to pay full monthly fees for that next month.
- Subscribers terminating the Contract by due notification during the month of the Start Date will be liable for a full month of Monthly Charges.

- Upon termination, Early Termination Charges, as per the Order Form, may accrue and be invoiced.
- The default payment method is wire transfer to the account indicated on the Order Form, unless other methods are proposed on this Order Form or on the Online Portal specified by the Service Provider.
- Unless specified in the Order Form, there are no financial penalties for migrating to a different service plan offered by the Service Provider however notification of such change must be made in writing to the Service Provider no later than the 21st of the month in order to be effected on the first day of the next month. Subscriber must however ensure that its Equipment Set complies with the technical requirement of the new plan or contact the Service Provider to buy an equipment upgrade, failing which the Service Provider reserves the right not to enable the change to the new service Plan.
- Installation services and Equipment Charges are payable as indicated in each Order Form.
- Unless specified otherwise in an Order Form, all invoices are due within 8 days.
- All Charges for the Service are subject to the applicable GST and any other required taxes.

6. **Equipment**

The following conditions apply with respect to the Equipment:

- Until paid for in full, title to the Equipment remains with the Service Provider or any designated reseller.
- All risks of loss and damage associated with Equipment shall pass to Subscriber upon delivery.
- Warranty on ODU and IDU is for 6 months only after delivery and repair and replacement of faulty equipment is on a "Return to Base" basis, at the location specified by the Service Provider. Cost of return to this location including suitable packaging is your responsibility, while the Service Provider will bear the cost of packaging and dispatch back to you upon repair. Damage caused to the Equipment (other than fair wear and tear) is excluded from the warranty. There is no warranty on accessories and equipment other than the ODU and IDU.

7. **Installation**

The following conditions apply with respect to Installation:

- The Service Provider will offer on a case-by-case basis Equipment installation services or refer the Subscriber to a certified installer. Travel plus accommodation and meal costs where applicable are chargeable on top of the installation service, and costs are specified in the Order Form.
- The Service Provider shall provide a user installation manual upon request to the Subscriber.

8. **Service Level and Support**

- The service is delivered by satellite and is dependent on the quality of the individual installation, atmospheric conditions at both ends of the satellite link and the satellite operation itself. In normal operations, availability should be better than 99% but no specific guarantees on availability or performance can be given.
- The Service is a "medium-latency" service because the satellites that deliver it are in geo-stationary orbit some 35,000 km above the earth. Typical latency is of the order of 500 – 900ms

although higher ping times are not uncommon depending on interconnection and ping destination. It is not recommended for use such as network arcade gaming, high-speed trading or specialised remote-control systems where low latency is required. It is suitable for a large majority of internet applications.

- Most VPNs work effectively over the Service; however, some may need to be configured to adapt to the higher latency.
- Service parameters, including connection speed, are specified for the overall connection as delivered to the MAC iD.
- Actual speeds may be influenced by one or more of the following:
 - internet congestion at the time;
 - performance of any router or other network device installed by Subscriber;
 - performance and interference of local wi-fi connection;
 - performance of Subscriber computer(s) and browser(s), which must be operating normally (i.e. without any errors or error messages or system warnings) and with an operating system kept up-to-date with all updates and patches applied;
 - number of computers and other internet enabled devices using the Service;
 - number of TCP sessions opened;
 - number and nature of applications and downloads running in the background;
 - malware and virus infection on Subscriber's computer or other devices with access to Subscriber's local network;
 - speed step of the Subscriber's chosen service plan as determined by the amount of data used in conjunction with the usage parameters of that service plan;
 - performance of and path to the website or internet service that the Subscriber is attempting to access or use;
 - performance of the speed test server and the connection established between this server and the Subscriber's computer running the speed test.
- The Service may be suspended for operational reasons (such as maintenance or upgrades) or because of an emergency. The Service Provider and its partners will restore the Service as soon as possible after any suspension.
- Subscribers experiencing a Service disruption will be able to lodge a service issue ticket by email to [\[admin@kukinet.co.ck\]](mailto:admin@kukinet.co.ck). The email should include details of the Contract, a phone number to call back and a detailed description of the issue.

9. Privacy Policy

The Service Provider will not sell, trade or give away any of your personal data without your consent. You acknowledge and agree that the Service Provider use your personal data and may access your content and other parts of the Service as may be necessary for billing purposes, to resolve problems with your Service, to investigate or prevent any activity that violates this Agreement or to respond to any of your queries.

You also acknowledge and agree that transmissions made by means of the Service are not confidential and your communications may be read or intercepted by others. It is your sole responsibility to take all such measures as may be necessary to protect your privacy.

The Service Provider will protect your personal data in accordance with its Privacy Policy. A copy of this Privacy Policy is available <https://www.kukinet.co.ck/policies>.

