

# Terms & Conditions

Valid from 1st April 2016

## TERMS & CONDITIONS

Rocket Systems's **Terms & Conditions** govern the customer's connection to and use of the Rocket Systems internet service, trading as Kaniu, as well as any electronic transmission sent, received, posted, accessed, or stored via the Kaniu network.

In connecting to and using the Kaniu service you are deemed to have agreed to the **Terms & Conditions** and the **Acceptable Use Policy** [collectively the Agreement].

### 1. Our commitment to you

Rocket Systems and our service provider Kaniu will always do their best to provide you with reliable and high quality internet services. However we cannot guarantee that our services will always be fault-free. If there is a problem with our services please contact Kaniu and they will endeavour to restore your service as soon as possible. For advice on the use of our services email: kaniu@niue.nu

### 2. Your obligations

As a customer of Kaniu:

- a) You must comply with the Acceptable Use Policy and Terms & Conditions
- b) You must not use, attempt to use or allow others to use the service in a way that, in Kaniu's reasonable opinion, interferes with other customers' use or enjoyment of the service or interferes with our efficient or proper operation of the service.
- c) You accept responsibility for any of our equipment in your home or under your control. You must:
  1. Follow our instructions about the correct use of our equipment and services
  2. Not tamper or interfere with our equipment or systems either physically or electronically
  3. Contact our service provider Kaniu if any of our equipment is lost, stolen or damaged
  4. Take responsibility for repairing or replacing any item of equipment that is lost, stolen or damaged while under your control; and

5. Return any equipment of ours when your service is terminated by you or us, or within 7 days of any request by us.

d) You agree to allow us reasonable access on Kaniu business. This includes:

1. Giving Kaniu staff and contractors safe access to your home or premises to install, maintain and/or disconnect our equipment or for any other reasonable purpose; and
2. Accepting emails and other communications about Kaniu services from time to time.

e) You agree to regularly clear or download your emails from your Kaniu webmail account.

Because our mail servers are not intended to provide long-term storage for emails and other data, Kaniu reserves the right to delete old emails from customer accounts and to close inactive accounts, within 30 days of giving the customer notice at their last known email address.

### **3. Limitation of liability**

a) Internet access

Despite our best endeavours, Kaniu cannot guarantee that the service we provide will be continuous, accessible at all times or fault-free. Nor, because of geographic limitations, can we guarantee to provide connections or services in all locations.

Please understand that:

1. We are not liable for any disruption to the satellite service that links Kaniu to the global internet, storm damage, or other Acts of God.
2. We are not liable for any disruption to our services caused by other factors beyond our reasonable control, including sabotage, embargo, malicious damage, riot or war, Government intervention or disruption to our electricity supply.
3. We are not liable for special, incidental or consequential damages including loss of profits or business interruption.
4. We reserve the right not to connect (or reconnect) services to your home or other premises if in our opinion it is uneconomic, unsafe or impracticable to do so.
5. We reserve the right to disconnect you from our services if in our opinion your activities are in breach of this Agreement or disrupt or unduly overload the Kaniu network.

b) Third party services

Kaniu cannot accept responsibility or provide support for email services provided to our customers by third parties (such as Gmail, Hotmail or Yahoo, etc).

Rocket Systems Limited, trading as Kaniu, provides the internet service to the people of Niue. Kaniu accepts no liability for any equipment installed by others. Any redress must be sought directly from those service providers and product suppliers.

#### **4. Charges for the Kaniu internet service**

There is a connection fee for Kaniu's services in the following packages:

- \$50/10GB/month
- \$25/5GB/fortnight
- \$5/1GB/topup

Once you have been connected, you will be able to access the internet for the duration of the GB you purchased and/or term.

Kaniu reserves the right to, at any time, to increase the connection fee and/or introduce internet user charges over and above its connection fee.

Kaniu reserves the right to offer special promotional packages at any time.

#### **5. Agreement terms**

- a) For new users, this Agreement commences on the payment of the connection fee
- b) For existing users, this Agreement replaces any previous Agreement you may have with us. It applies from the date of publication on our website
- c) By using our services or continuing to use our services, such use means you accept the terms of this Agreement
- d) The Agreement may be modified or terminated at any time by Kaniu. While Kaniu reserves the right to do this without notice, it will endeavour to give customers reasonable notice of any significant changes
- e) If you do not agree to these terms, please discontinue using our services.

#### **6. Breach of Agreement**

Kaniu reserves the right to monitor your use of its service to investigate a breach (or suspected breach) of the Acceptable Use Policy and/or the Terms & Conditions.

## **ACCEPTABLE USE POLICY**

Download a PDF copy of the Terms of Use Agreement

## **CONNECTION & MAINTENANCE**

Rocket Systems Limited connects customers to the Kaniu internet service, and maintains the Kaniu WiFi network.

Contact:

Kaniu

c/- Rocket Systems Ltd, Main Road, Alofi, Niue

Tel: +683 5987

Email: [kaniu@niue.nu](mailto:kaniu@niue.nu)

## **CUSTOMER SUPPORT**

For advice about the effective use of Kaniu services, please email: [kaniu@niue.nu](mailto:kaniu@niue.nu)

## **COPYRIGHT INFRINGEMENT**

Information regarding alleged breaches of copyright or intellectual property rights should be sent to: [kaniu@niue.nu](mailto:kaniu@niue.nu)

## **ILLEGAL USE**

Information regarding illegal use of the Kaniu internet service should be sent to: [kaniu@niue.nu](mailto:kaniu@niue.nu)