

TERMS of USE AGREEMENT

Valid from 1 April 2016

Rocket Systems, trading as Kaniu seeks to create and foster an efficient on-line service that can be used and enjoyed by all its customers. In order for this to happen, all customers of Kaniu must read and comply with this Agreement.

The Agreement is comprised of the following **Acceptable Use Policy** and **Terms & Conditions**.

A. ACCEPTABLE USE POLICY

The Acceptable Use Policy sets out the policies that customers must adhere to when connecting to and using the Kaniu service.

Before connecting to and using the Kaniu service you must agree to this non-exhaustive list of restrictions, as well as those set out in the Terms & Conditions. In the event of inappropriate use, Kaniu reserves the right to suspend or cancel your account.

Compliance with this Agreement does not limit your personal obligation to comply with the law. You remain legally responsible at all times for your actions.

Kaniu reserves the right to modify the Acceptable Use Policy at any time.

1. Illegal use

The Kaniu network may be used only for lawful purposes. It may not be used – whether originating from your account, or through a third party which implicates your account – to transmit, distribute or store any material in violation of any applicable law or regulation.

Illegal uses include, without limitation, the following:

- a) Breaches of copyright, trademark, trade secret or other intellectual property rights
- b) Transmitting material that is obscene, defamatory, constitutes an illegal threat or incites hatred
- c) The violation of export or import controls
- d) Fraudulent and deceptive practices
 - engaging in or fostering any consumer fraud such as illegal gambling, “Make Money Fast” schemes, chain letters, pyramid selling, or other illegal investment schemes
 - making or encouraging people to accept fraudulent offers for products, items or services by e-mail or other means.

2. System and network security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Kaniu will investigate incidents involving such violations and if a criminal violation is suspected, may involve and will cooperate with, law enforcement agencies. Examples of system or network security violations include, without limitation, the following:

- a) Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network
- b) Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network
- c) Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks
- d) Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

3. Email

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

4. SPAM

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

B. TERMS & CONDITIONS

Kaniu's Terms & Conditions govern the customer's connection to and use of the Kaniu service, 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

Kaniu and our service provider Rocket Systems 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 Rocket Systems and they will endeavour to restore your service as soon as possible. For advice on the use of our services email: support@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:
 - Follow our instructions about the correct use of our equipment and services
 - Not tamper or interfere with our equipment or systems either physically or electronically
 - Contact our service provider Rocket Systems if any of our equipment is lost, stolen or damaged

 - Take responsibility for repairing or replacing any item of equipment that is lost, stolen or damaged while under your control; and

- 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:

- Giving Rocket Systems 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
- 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.

2. 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:

- i. 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.
- ii. 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.
- iii. We are not liable for special, incidental or consequential damages including loss of profits or business interruption.
- iv. 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.
- v. 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 Xtra).

Rocket Systems Limited, independently of Kaniu, provides computer servicing, software, hardware and other IT goods and services to the people of Niue. Kaniu accepts no liability for these goods and services. Any redress must be sought directly from Rocket Systems Limited

3. Charges for the Kaniu service

There is a one-off connection fee for Kaniu's services. Once you have been connected, you will be able to access the internet for free.

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

4. 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.

5. 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 service, and maintains the Kaniu WiFi network.

Contact: Kaniu ~ Native Broadband, Utuko, Alofi, Niue; Tel: +683 5987;

Email: kaniu@niue.nu

CUSTOMER SUPPORT

For advice about the effective use of Kaniu services, please email: kaniu@niue.nu

COPYRIGHT INFRINGEMENT

Information regarding alleged breaches of copyright or intellectual property rights should be sent to: info@internetniue.nu

ILLEGAL USE

Information regarding illegal use of the Kaniu service should be sent to: kaniu@niue.nu

COMPLAINTS

Complaints regarding the service provided by Kaniu should be sent to:
kaniu@niue.nu