

Definitions And Interpretation

Definitions In this Agreement unless the context otherwise requires: **"Monthly Fee"** means the fee specified in the Digitec Internet Service Plans. **"Installation Location"** means the place nominated by customer where the Services are to be provided. **"Services"** means the provision of Internet services and maintenance of a Wireless Link to the Installation Location. **"Customer Premises Equipment (CPE)"** or **"Equipment"** may include Router, Antenna, Mounting Pole, and cables. **"Data Transfer"** is the total amount of data transferred in one calendar month covered by monthly fee. Transfer includes both the amount of data uploaded and downloaded. **"Data Speed"** is quoted as Download/Upload. **"Limit of Responsibility"** is at the Router that is connected to the Access Point.

1. PROVISION OF SERVICES

1.1 Subject to the customer making all payments as per the ISP Plan, Digitec will provide Internet service to the customer via wired or wireless link.

1.2 Digitec gives no warranty as to the type or quality of the signal, but will attempt to provide and maintain a consistent, quality signal to the Customer.

1.3 All Digitec equipment installed at customer location will be maintained by Digitec, there is no additional cost for this service to the customer. All equipment remains property of Digitec.

1.4 Digitec will provide raw connectivity direct from the upstream provider without any filtering. It will be customer's responsibility to provide Firewall appliances and Filtering service to protect their LAN environment from any external malicious attack.

2. FEE AND PERIOD OF AGREEMENT

2.1 During the term hereof the Customer shall pay to Digitec the Monthly Fee in advance on the specified billing day of every month regardless of whether the service is being used.

2.2 Customer may terminate this contract for convenience prior to the expiry date by giving Digitec ninety (90) days prior written notice.

2.3 Digitec may suspend the service or terminate permanently without notice if Bills are overdue by more than 60 days from invoice date. If such action is taken, then customer will be charged K220 inclusive of GST to reactivate the service. Digitec reserves the right to charge the customer a surcharge of 15% on all invoices past the due date.

3. LOCATION OF DIGITEC EQUIPMENT

3.1 Digitec shall provide the service to a single point at the Installation Location.

3.2 The customer warrants that they have the necessary authority to allow all of the Equipment to be installed and the Service to be provided at the Installation Location and the customer shall Indemnify and hold harmless Digitec against all claims for loss or damage arising as a result of the supply or installation at the Installation Location.

4. INSTALLATION, MAINTENANCE & RECONNECTION

Digitec will commence installation on receipt of Installation and first months Plan fees.

4.1 A Reconnection Fee of K220 will be payable if the service has been turned off due to non- payment by customer within 60 days of Invoice date without notice.

4.2 The Consumer shall take all reasonable steps required by Digitec to keep the security of the Equipment installed by Digitec for provisioning internet service. All equipment is owned by Digitec and leased by the customer during the terms of the contract.

5. SERVICE LEVEL

Parts of the Digitec ISP network including satellite facilities and fibre optic transmission systems are supplied by third party upstream providers and as such outside the direct control of Digitec. Digitec customers will not be entitled to any compensation, service credits or refunds for any network outage attributed to failure of these systems.

6. SERVICE AVAILABILITY

Digitec has a 99% business hours network availability target and a 98% service guarantee. Digitec may at its discretion and upon application, provide service credits for any network outage more than this guarantee.

7. PREMISES ENTRY

The customer hereby authorizes Digitec to enter the premises to install the equipment and indemnifies Digitec against any loss or damage suffered by the customer as a result of and Digitec exercising such right of entry.

7.1 The customer shall keep Digitec safe from any dogs or security devices while Digitec is in the bounds of the premises and shall indemnify Digitec for any injury or other damage caused during installation.

8. MOUNTING LOCATION

The customer gives Digitec the right to choose the mounting location of the equipment on the location and to remove any vegetation where it is necessary to properly mount the equipment and authorizes Digitec to make holes in or affix the equipment to buildings on the location where it is necessary for the proper installation of the equipment.

9. CARE OF EQUIPMENT

9.1 It is the customer responsibility to ensure that their equipment (Router, Computer and all peripherals) Digitec ISP equipment (CPE, Modem) are protected with surge protector or UPS.

9.2 The customer will pay for all electricity used in operating the Digitec ISP equipment and undertakes to use electricity of the proper voltage and will not disconnect power to any such equipment.

10. INJURY CAUSED BY FAULTY ELECTRICAL EQUIPMENT

The Consumer will indemnify Digitec for any action brought by any person as a result of injury or damage suffered due to electrical shock or howsoever caused by faulty customer equipment.

11. LOSS CAUSED BY FAILURE OF THE SERVICE

The customer will indemnify Digitec for any action brought by any person as a result of loss or damage suffered due to failure of the service.

12. INTEREST

On any money due by the Consumer to Digitec the Customer shall pay interest at the rate of 15% per annum which interest shall accrue on a monthly balance on the first day of each month.

13. NOTICES

Any notice required under this contract may be served on the party to whom it is addressed by leaving it at the office of that party or by email to finance@digitec.com.pg if the notice is for Digitec from the customer.

14. TERMINATION

If the fees are outstanding for more than 60 days from the invoice date or no prior written notice (ninety (90) days prior written notice) then Digitec may disconnect the service without notice and may at its option regard the contract as terminated by the Consumer. In this instance Digitec will claim 80% of the total contract period fees and charges remaining as termination fees. The customer is legally obliged to pay this termination fees under the laws of Papua New Guinea.

15. FAIR USE POLICY

Digitec reserves the right to restrict the speed of the service by 50% to any customer found to be abusing the system by transferring data in excess of the limit specified in Data Capped Plan. Digitec will not charge the customer excess fees. Speed will reset to normal as per the Plan following start of the new billing cycle.

16. MINIMUM CONTRACT VALUE

The Customer agrees that the total contract value shall not be reduced below ten percent (10%) of the original contracted amount during the service term. Any request to downgrade services or minimize bandwidth must ensure that the monthly recurring charges remain at or above this minimum threshold, otherwise this will be treated as termination. Reductions below this level will trigger applicable charges as outlined in clause 14 above.

17. FORCE MAJEURE

Neither party shall be liable to the other for delay in or failure to render any performance made under this agreement where any such delay or failure is caused by fire, act of war, natural disaster, accident, epidemic, riot civil disturbance, strike, lock-out, act of God, requisition, disruption of ordinary means of transportation or communications, government regulations or any cause beyond the control of the parties as the case may be.

18. CONFIDENTIALITY

The parties hereto have imparted and may from time to time impart to the other confidential information obtained under this Agreement and the other party hereby agrees and undertakes not to disclose whether directly or indirectly to any third party such information other than the necessary information required to carry out the purposes of this Agreement.

19. WAIVER OF REMEDIES

No forbearance delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of the party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

20. SEVERABILITY

Any term, condition, stipulation, covenant or undertaking in this Agreement which is illegal, void, prohibited or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition and enforceability shall not invalidate or render illegal, void or enforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained.