



CABLE & WIRELESS

Useful Information

Contact details:

Telephone: 304060 (sales) or 100 (faults)
Fax: 324565
E-mail: cableandwireless@seychelles.net
Website: www.cwseychelles.com
Post: Cable & Wireless, Francis Rachel Street, P.O. Box 4, Victoria, Mahe, Seychelles

Cable and Wireless Internet Service includes dial-up and broadband. Broadband is high-speed connection to the internet that is 'always on' and it is provided either through asymmetric digital subscriber lines (ADSL) or wireless connection.

Password Protection and Use:

You will be given a default password and user name. Keep these secure – they are your responsibility and you will be charged for all usage of services when your password and user name have been used. Do not try to use them to access other services (e.g. do not use your broadband password and user name to access dial-up services) as you will incur additional charges which you will have to pay. Please speak to our representatives if you have any questions.

Faulty Equipment:

Depending on the type of service you have ordered and the Internet equipment you are using, different terms apply regarding faulty equipment. Please read the Equipment Policy so that you know what applies to you. It can be found at: www.cwseychelles.com. It forms part of the terms and conditions and is binding on you. Please note that it is your responsibility to back up data and that Cable and Wireless is not responsible for data loss.

Speed of Service:

Please note that the speed of internet services varies and is affected (amongst other things) by your computer equipment, how you use the internet, the performance of other network providers, the number of other users online in the Seychelles, and international internet traffic in Europe and the rest of the world.

The service speeds quoted to you are maximum guidelines only and we have set up our systems to provide a reasonable balance of speed against cost and quality of service. Internet companies cannot guarantee 100% fault-free service or 100% speed, but we value our customers highly and aim to run a service which provides a good general level of service for Seychelles users.

Minimum Term:

Depending on which service you have subscribed to, you may be subject to a minimum term. Please note that our pricing and/or supply of equipment is based on us having you as a customer for the whole of the minimum term, so your ability to cancel during the minimum term may be restricted and you may incur cancellation charges. We may require the return of equipment we have provided to you if you cancel or at the end of the minimum term. Please read the full terms and conditions carefully so that you are aware of relevant procedures and charges. Please also read our Equipment Policy which forms part of the terms and conditions and is binding on you: www.cwseychelles.com.

Acceptable Use Policy:

You must not use the Cable and Wireless Internet services for illegal, immoral or other restricted activities. If we reasonably suspect that you are doing this (and we reserve the right to monitor), we will take appropriate action. This may mean suspension or termination of your services, investigation and/or notification to appropriate authorities. Please note that there is an Acceptable Use Policy which covers the standards of use which we expect. You must read it. It can be found here: www.cwseychelles.com. It forms part of the terms and conditions and is binding on you.

You are responsible for ensuring acceptable use by everyone who uses your Cable & Wireless Internet services (such as family members, friends, business colleagues, employees, visitors etc.). You can manage this by using appropriate software and/or internet settings if necessary. If you need advice, we can provide advice at a small extra charge.

Payment Terms:

You must pay for your Cable & Wireless Internet services and other relevant charges related to your services by the due date stated on your bill. If you do not do this, you risk suspension of your services, termination of your services, late payment fees and/or court action where necessary. It is important that you open and read your bill (whether you choose to receive it online, via e-mail or through the post) as you will be responsible for all late payment-related issues.

Cheques should be made payable to Cable & Wireless (Seychelles) Limited.

The above Useful Information section has been created to highlight some important points about your use of the CWS services. Full terms and conditions apply and it is important that you read them as you are legally bound by them. They can be found below.

CABLE AND WIRELESS (SEYCHELLES) LIMITED ACCEPTABLE USE POLICY

This policy forms part of the Cable and Wireless (Seychelles) Limited Terms and Conditions and is legally binding.

1. You are responsible for ensuring acceptable use by everyone who uses your CWS Internet services (such as family members, friends, business colleagues, employees, visitors etc.). You can manage this by using appropriate software, passwords and/or internet settings if necessary. If you need advice, CWS can provide advice at a small extra charge.
2. You are responsible for ensuring that neither you nor anyone else uses your Internet services:
 - 2.1. for any improper, unlawful, fraudulent, criminal or otherwise illegal activities;
 - 2.2. in a manner which is offensive, abusive, indecent, defamatory, menacing, obscene or harassing or to cause annoyance or needless anxiety;
 - 2.3. to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, menacing, obscene or harassing;
 - 2.4. to breach any other third party rights such as, without limitation, intellectual property rights (including copyright), confidence, privacy or any other rights;
 - 2.5. to send, provide, facilitate or knowingly receive responses to any spam or unsolicited advertising or promotional material;
 - 2.6. to knowingly or negligently transmit any electronic material (including viruses, worms, Trojans, backdoors or spyware) which shall cause or is likely to cause detriment or harm in any degree to computer systems owned by CWS or other internet user;
 - 2.7. to knowingly or negligently permit or participate in any mail-bombing or denial of service attacks;
 - 2.8. in breach of any specific restrictions on use notified to you from time to time;
 - 2.9. in a manner which may cause harm to the reputation of CWS; or
 - 2.10. to degrade the performance of the CWS networks or services.
3. CWS may without notice to you examine, monitor or record from time to time the use to which you put the services and the nature of the data/information that you are transmitting or receiving via the service where such examination, monitoring or recording is necessary:
 - 3.1. to protect and/or safeguard the integrity, operation and functionality of the CWS or third party networks;
 - 3.2. to co-operate or comply with any investigation or inquiry of or by a competent authority, or any police, judicial, regulatory or governmental order, notice, directive or legally binding formal requests; or
 - 3.3. to substantiate or refute any reasonable suspicion CWS may have in respect of your alleged or potential breach of these Terms.
4. You agree that your use of the internet is your responsibility and not that of CWS.
5. You grant CWS the right to remove material which it believes may breach this policy, the right to suspend services or, in appropriate circumstances, to terminate services without liability to CWS.
6. CWS makes no express or implied warranties, representations or endorsements regarding any merchandise, information, products or services available through the internet.
7. CWS cannot ensure, and you agree to take responsibility for, the compatibility of your computer equipment and software with web-based applications, including the capability to send and receive e-mails (via the World Wide Web or through a POP3/IMAP capable client).
8. You acknowledge and agree that CWS exercises no control over, and accepts no responsibility for, the content (including viruses, Spam, spyware, malware, Trojans, worms or any other software, data or material) of the information passing through our host computers, network hubs and points of presence or the internet. You agree that you are solely responsible for maintaining security and privacy on your computer, network and equipment.
9. The content of any CWS website that you are entitled to access is protected by intellectual property rights and laws. Such content includes text, software, music, sound, photographs, video, graphics and other material contained in or distributed together with the service. You may only use such content in ways expressly authorised on such websites.
10. If you request CWS to host your website, you expressly grant to CWS a licence to store and cache the entirety of your website, including content supplied by third parties and warrant that storage and caching will not infringe the rights of any third party. CWS reserves the right to refuse to post or to remove any information or materials, in whole or in part, that in its sole discretion are unacceptable, undesirable, or in violation of this policy.
11. Peer-to-peer activity is defined as activity over a type of network created on the internet that allows a group of users to establish a connection with each other and to have direct access to each other's computers, including but not limited to files on each other's hard drives. Owing to the bandwidth-hungry nature of peer-to-peer uploading, downloading and communication activities, which result in a general degradation of internet performance, CWS reserves the right to maintain a reasonable quality of service by restricting peer-to-peer activities as CWS shall determine in its sole discretion, subject to any separate arrangements agreed with you in writing. CWS also reserves the right at any time to prioritise traffic to give lower bandwidth customers such as residential consumers a lower class of service for peer-to-peer traffic as opposed to other more widely-used internet applications such as e-mail and web-browsing. Consequently, CWS cannot guarantee the performance of peer-to-peer applications on its network at any time unless agreed otherwise with you in writing.
12. In accordance with Seychelles licensing restrictions, and unless otherwise agreed or permitted by CWS in writing, you agree not to use, modify or adapt the service, or allow the service to be used, modified or adapted for the transmission of voice or data on the public telecommunications system of any Seychelles telecommunications provider, and you shall not connect to the public telecommunications system at either the local or the distant end.

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CABLE AND WIRELESS (SEYCHELLES) LIMITED EQUIPMENT POLICY

This policy forms part of the Cable and Wireless (Seychelles) Limited Terms and Conditions and is legally binding.

1. In order to receive CWS Internet services, you will require certain hardware and associated software ("Equipment") depending on the minimum term of your contract, the type of service ordered, and your specific needs.
2. For dial-up services, no Equipment is provided by CWS.
3. For Wireless Internet services, you must either supply certain Equipment yourself (e.g. from CWS' recommended supplier) or you must rent Equipment from CWS.
4. For other Internet services, you may be required to purchase Equipment (e.g. ADSL modem) or will receive Equipment as part of your service plan.
5. If you purchase Equipment from CWS directly, risk shall pass to you on delivery and title shall pass to you following receipt by CWS of the full payment in cleared funds relating to the Equipment. This means that until you pay, CWS owns the Equipment and can recover it from you but that it is your obligation to insure it or replace it if it is damaged, regardless of whether you have paid.
6. If you purchase Equipment from a third party recommended by CWS, risk, title and all other terms of supply shall be governed by the terms and conditions of the third party supplier. CWS is not responsible or liable for delays or problems with Equipment supplied by third parties (whether recommended by CWS or not). It is your responsibility to check the terms and conditions of supply.
7. Equipment, whether supplied by CWS or a third party, may be provided with a limited manufacturers' warranty for the period specified at the time of purchase or as specified in the in-box documentation. You should be aware that, in general, manufacturers' warranties only provide for (at the manufacturers' option) replacement, repair or refund of Equipment which does not function in accordance with the manufacturers' applicable published specification for a limited period from the date of delivery and that the limited warranty is conditional on the Equipment being used in accordance with any applicable end-user terms, manufacturer's instructions, without misuse, without excess wear and tear, without improper use or neglect, without end-user attempted repair and that you will be required to bear the cost of any return of Equipment to CWS or the manufacturer unless CWS informs you otherwise in writing.
8. Equipment purchased from CWS' preferred supplier (e.g. Flexport) shall have a two-month limited warranty unless a lesser period is specified by the manufacturer or no warranty is offered.
9. If you rent Equipment from CWS or if Equipment is provided as part of your service plan, CWS shall repair or replace (at its sole discretion) the Equipment with a new or used functional equivalent if it is faulty on condition that the Equipment has been used in accordance with any applicable end-user terms, manufacturer's instructions, without misuse, without excess wear and tear, without improper use or neglect, and without end-user attempted repair. You agree to pay for repair or replacement of the Equipment if you have breached this clause upon inspection of faulty Equipment by CWS.
10. All rented Equipment, Equipment provided as part of your service plan or Equipment provided "free of charge" shall remain the property of CWS. You shall not resell, transfer, lease, encumber, mortgage, lend or otherwise part company with any such Equipment without the express written permission of CWS. You agree to return it immediately upon termination of the service or upon request in accordance with these Terms in good condition (fair wear and tear excepted).
11. All Equipment is supplied subject to any end-user licence terms applicable to such Equipment, which you accept.
12. You shall not resell, transfer, export or re-export any Equipment, or any technical data derived from such Equipment, in violation of any applicable export control laws.
13. You shall ensure that any Equipment connected to a service, is connected to and used with the service in accordance with relevant published instructions and any safety and security procedures notified to you.
14. If CWS supplies you with installation services then you agree to procure access to all appropriate sites for engineers and authorised personnel at mutually agreeable times and to provide such co-operation and assistance as they may reasonably require. CWS shall meet your reasonable requirements about the safety of such personnel on your premises and you shall meet CWS' reasonable requirements about the safety of such personnel on your premises.
15. CWS is acting as a reseller or distributor of Equipment and (except where specified otherwise in this policy) makes no, and expressly excludes all, representations, warranties, terms and undertakings, express or implied, statutory or otherwise as to the quality (satisfactory, merchantable or otherwise), fitness for any purpose of such Equipment, interoperability of such Equipment or that your Equipment will operate correctly in the event of a power failure.

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