



www.xnet.sc/terms/general



Useful Information

Contact details:

Telephone: 304060 (sales) or 100 (faults)

Fax: 324565

E-mail: atlas@seychelles.net

Website: www.xnet.sc

Post: Atlas c/o Cable & Wireless, Francis Rachel Street, P.O. Box 4, Victoria, Mahe, Seychelles

Xnet is the internet service and product brand from Atlas which include Xnet dial-up and Xnet broadband. Xnet 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 Xnet 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.xnet.sc/terms/equipment. 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 Atlas 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.xnet.sc/terms/equipment.

Acceptable Use Policy:

You must not use the Xnet 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.xnet.sc/terms/acceptableuse. 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 Xnet 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 Xnet 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 Atlas (Seychelles) Limited.

The above *Useful Information* section has been created to highlight some important points about your use of the Xnet 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.**



Atlas (Seychelles) Limited Terms and Conditions

1. INTRODUCTION

- 1.1. These general terms, any applicable special terms set out below or separately agreed with you, your Order Form, applicable Atlas tariff, service plan and policies referred to in the terms (together, the “**Terms**”) set out the legal relationship between you and Atlas (Seychelles) Limited (“**Atlas**”). Together, they govern all the services provided by Atlas (“**Services**”) and your use of the Atlas website. Atlas is a company registered in the Seychelles (Company Number 843171-1) with its registered address at Francis Rachel Street, P.O. Box 4, Victoria, Mahe, Seychelles, and is part of the Cable & Wireless group of companies.
- 1.2. Atlas is regulated by the Seychelles Technology Division and the Seychelles Licensing Authority.
- 1.3. Atlas’s principle place of business is care of Cable & Wireless (Seychelles) Limited, Francis Rachel Street, P.O. Box 4, Victoria, Mahe, Seychelles.
- 1.4. All Cable & Wireless Customer Services Centres on Mahe, Praslin and La Digue can be used for making enquiries, paying your Atlas bill and applying for services. You may contact Atlas by e-mail at atlas@seychelles.net. If possible, you should use e-mail as your primary means of communication with Atlas and we may ask you to follow-up any telephone or written contact by e-mail. Atlas’s website is www.xnet.sc. You may contact Atlas by telephoning 304060 (sales) or 121 (faults) or by faxing 324565. You must provide a valid e-mail address when placing an order and maintain this address, or provide Atlas with an alternative postal address. Atlas may use this e-mail address to contact you for all purposes under these Terms. Atlas may alternatively contact you by post (including but not limited to your bill/invoice), fax or telephone.
- 1.5. You may print these Terms at www.xnet.sc/terms/general, www.xnet.sc/terms/acceptableuse and www.xnet.sc/terms/equipment.
- 1.6. You agree, by signing an Order Form, by clicking “I agree” on our website (where an online order service is available), or by agreeing in writing or orally with an Atlas representative to receive Service, to be bound by these Terms.
- 1.7. If you currently subscribe to Atlas internet services, you will be bound by these Terms if you continue to use the Atlas services after notification by Atlas of these Terms.

2. ORDER AND INSTALLATION

- 2.1. On the date you place an order you offer to purchase the relevant Service from Atlas under these Terms. By placing an order you agree that Atlas, or third parties on Atlas’s behalf, may carry out credit checks on you. Your order can be accepted or rejected by Atlas at its discretion. There may be a waiting list for Services and Atlas will give you an estimated installation date which is subject to change.
- 2.2. Atlas (or other companies or organisations on Atlas’s behalf) will need to visit your premises to carry out tests, provisioning or activation and you agree to co-operate and assist. Atlas cannot guarantee exact times of visits and is not liable for the consequences of delay. As a service provider Atlas only delivers its services to the existing Cable & Wireless telephone socket at your home or business or to the internal access point installed by Atlas. Unless agreed with you, or unless it is part of the Service, we are not responsible for the installation of a Cable & Wireless line, any internal wiring, additional phone sockets or extension cables. During activation of your order you may temporarily lose the use of your other telecommunications services.
- 2.3. You agree, at your own expense, to be responsible for all customer site preparation activities necessary for installation of the Service. You are responsible for ensuring that your computer system meets the minimum system requirements associated with the Service. You are responsible for safeguarding your system from theft, unauthorised use and system corruption. You are responsible for providing a necessary electricity supply for all Equipment. You agree that you will pay for installation and Equipment prior to commencement of the Services.
- 2.4. If any property will be affected by the installation of Equipment, you agree to provide Atlas with written permission from the property owner in advance of installation. This is particularly important when Equipment will be installed inside or outside a rented property or block of flats/apartments.
- 2.5. Atlas is not responsible for the installation, maintenance, compatibility or performance of any third party equipment or software not provided by Atlas, and if such third party equipment or software impairs the Service, (i) you remain liable for payment of all Service Charges, and (ii) if it is likely to cause hazard or service obstruction, you will eliminate such likelihood at Atlas’s request.
- 2.6. Atlas’s Service includes the configuration and set up of the installed Equipment and connection to the Atlas Service in accordance with our published or agreed specification only. It does not include any element of audit, design or interconnection of your equipment and Atlas makes no representation or warranty about the interworking, interoperability or compatibility of the installed Equipment with your equipment or end to end system functionality. You accept responsibility for your own equipment, connection to any Atlas installed Equipment and system functionality.
- 2.7. Atlas may refuse to provide the Services and/or end the contract with you immediately and recover all Equipment if you fail a credit check, incorrect payment details have been provided to Atlas, you are not within a geographic area covered by Atlas or technical issues prevent, delay or degrade the activation or provision of Service.
- 2.8. You may cancel your contract with Atlas prior to installation by sending Atlas a letter, fax or e-mail. Atlas will refund any money paid by you but reserves the right to charge a reasonable administrative fee if set-up work (such as site survey, account set-up etc.) has already been carried out.
- 2.9. If you wish to change locations (e.g. you move house/offices), you must arrange with Atlas 15 working days prior to the change for a site survey and new installation to be carried out. There will be a charge for this service. Please note that Services may not be available in the new location. You will remain bound by the Minimum Term if you have agreed to a Service with a Minimum Term. Please consider this when choosing which Service to subscribe to.

3. EQUIPMENT

- 3.1. Atlas provides different equipment (“**Equipment**”) under different terms depending on the Services you order. Some Equipment may be provided by Atlas as part of your Service; other Equipment will be purchased by you and remains your responsibility (not Atlas’s responsibility). Different warranty terms will apply depending on the circumstances. We have set out the relevant terms in the Equipment Policy, which forms part of these Terms, and can be found at the following link: www.xnet.sc/terms/equipment.

4. SERVICE

- 4.1. Atlas shall use reasonable endeavours to ensure that any Service provided to you by Atlas (“**Service**”) shall be provided in accordance with Atlas’s description from time to time of

such Service and using the reasonable skill and care of a competent Seychelles provider of similar Services.

- 4.2. Atlas may from time to time make changes to its network or the technical specification of a Service. If these changes will materially affect the Service, Atlas will contact you.
- 4.3. It is technically impracticable for Atlas to provide a fault-free Service due to factors including (amongst other things) adverse weather and electromagnetic conditions, adverse local conditions impacting wireless performance (e.g. interference, vegetation, building construction), telephone line age/quality, satellite provider performance, international internet congestion, name server issues, performance of other internet service and network providers, file download size, Seychelles internet congestion, your computer settings and optimization (including whether your equipment is free of viruses or other drains on system resources), browser performance, the performance of networks/servers to which you connect, and appropriate prioritization of internet traffic.
- 4.4. Published speeds of service are maximum speeds only. The speed you experience when using the Services may be affected by factors including (amongst other things) your distance from local and national telephone exchanges, telephone line age/quality, satellite provider performance, international internet congestion, name server issues, performance of other internet service and network providers, file download size, Seychelles internet congestion, any published contention ratios applicable to the Services, your computer settings and optimization (including whether your equipment is free of viruses or other drains on system resources), browser performance, bandwidth requirements of your computer applications, the performance of networks/servers to which you connect, and appropriate prioritization of internet traffic.
- 4.5. Atlas is not responsible for the performance of networks with which Atlas may from time to time connect, including but not limited to the networks of other internet service providers.
- 4.6. Atlas may suspend or terminate Services: for operational or technical reasons; if Atlas has reasonable grounds to believe that the Services are being used in breach of these Terms including but not limited to breach of the Acceptable Use Policy available at www.xnet.sc/terms/acceptableuse; if your use of the Service may damage or disrupt the proper functioning of Atlas’s or other networks or impact other customers; or for other exceptional reasons.
- 4.7. Unless otherwise specified by Atlas, all Xnet Home Services include the assignment of an IP address dynamically and all Xnet Business Services include the assignment of a static IP address. In the event of changes to your Service, we may need to allocate a new static IP address to you. In the event that Atlas assigns you a static IP address: the IP address will be re-assigned to Atlas or to another Atlas customer if your Service is disconnected or terminated for any reason; and you consent to Atlas’s inclusion of your name, company name, postal address, e-mail address, IP address, and telephone number in such server and/or directory as Atlas is required under national or international internet management obligations from time to time.
- 4.8. Xnet dial-up shall be limited to dial-up from one specific telephone number unless agreed otherwise by Atlas.
- 4.9. Any e-mail addresses and limited personal web space offered as part of your Services shall be subject to the Acceptable Use Policy. Domain names and hosting packages may be available at extra cost.
- 4.10. Atlas provides you with a password to access the Service. You must keep the password and all other security information confidential and you will be responsible for all activities and related costs that take place in conjunction with the use of your password or security information. You must inform Atlas and change your password in the event that you become aware of any insecurity, any unauthorised use of your account or any other breach of security.
- 4.11. Security, appropriate use of the internet, regulating access to minors/others, virus protection, spam management, spyware identification, general system healthcare and all other issues relating to your use of the internet and its consequences are solely your responsibility. Atlas cannot and will not be responsible or liable. Any software or other services provided to you by Atlas which attempt to help with the above issues are provided “as is” with no guarantee whatsoever as to their effectiveness.
- 4.12. You should always back up your data regularly. Atlas is not responsible for your data loss or any consequences.

5. LENGTH AND TERMINATION

- 5.1. If you have subscribed to Services which require a minimum term (“**Minimum Term**”), you agree to pay the Service Charges for the whole of the Minimum Term starting on the date on which the Service is activated. You cannot cancel the Services unless you pay the balance of unpaid Service Charges for the remainder of the Minimum Term. After the Minimum Term, you can cancel the Services upon 30 days’ notice in writing and you will be billed up until the end of the 30 days. If your order comprises multiple lines with different activation dates, then each line shall be the subject of a separate Minimum Term from the relevant date of activation. Any Equipment provided by Atlas as part of a Service must be returned on or before the date that the Service ends.
- 5.2. If you have subscribed to Services which do not require a Minimum Term, you may cancel the Services: (i) for dial-up services, upon 30 days’ notice in writing; or (ii) for other Services, upon 60 days’ notice in writing. If you are changing to a different Atlas service, Atlas may agree to waive the cancellation period at its discretion.
- 5.3. You agree that Atlas may demand, and you shall pay within 10 working days of such demand, a reasonable security deposit relating to Equipment and Services.
- 5.4. Either you or Atlas may end a Service or the contract:
 - 5.4.1. by thirty (30) days’ prior notice (written or oral) to the other party if the other party has materially breached these Terms and has not corrected such breach within thirty (30) days of a written notice requiring correction; or
 - 5.4.2. immediately if the other is, or is deemed to be, insolvent, bankrupt or unable to pay its debts, makes or proposes an arrangement or composition with its creditors generally, enters into liquidation whether compulsorily or voluntarily or makes an application to a court of competent jurisdiction for protection from its creditors generally or a petition is presented or a resolution is passed by it for its winding up, a court of competent jurisdiction makes an order for its winding-up or dissolution, an administration order is made in relation to it or a receiver or administrative receiver is appointed over or a person legally appointed to do so takes possession of or sells any of its assets or notice of a meeting to carry out any of the foregoing is duly served; or
 - 5.4.3. immediately if an event, outside Atlas’s reasonable control, prevents continued provision of Service for more than thirty (30) days.
- 5.5. You may end a Service or the contract if Atlas notifies you of a materially detrimental change to a Service or these Terms. In this case you may only terminate during the period of thirty (30) days following such notification.



- 5.6. Atlas may immediately end, or suspend, providing a Service to you if: you fail to pay any amounts properly due; incorrect payment or address details have been provided to Atlas; or at any time there are incurred unpaid Service Charges owed to Atlas (whether due or not) in excess of your deposit (if any).
6. YOUR OBLIGATIONS
- 6.1. You agree that you will: not use, nor allow others to use, the Services in any way which breaches the Acceptable Use Policy; not resell the Services to any third party except where expressly agreed in writing by Atlas; safeguard security information (including your password); notify Atlas of any changes or inaccuracies to the registration data about yourself specified in the order; only use and connect equipment and/or networks to the Atlas network that are approved and comply with all relevant legislation, standards and licence requirements; allow Atlas and its representatives access to your premises at reasonable times to carry out necessary actions in relation to these Terms; comply with these Terms and any reasonable instructions Atlas gives you from time to time; and indemnify Atlas against all losses, liabilities, costs (including legal costs) and expenses which Atlas may incur as a result of any third party claims against Atlas arising from, or in connection with your use or misuse of the Services or breach of these Terms.
- 6.2. Atlas may suspend your Service or block certain activities if it believes in its sole reasonable discretion that any provision of these Terms has been or is likely to be breached by your actions or inactions.
7. SERVICE CHARGES, PAYMENT TERMS ETC
- 7.1. The charges applicable to Atlas's processing of any order and the provision of any Service or supply of Equipment ("**Service Charges**") shall be the Service Charges set out in Atlas's tariff as agreed with you at the time of order or as communicated to you by e-mail or in writing. Service Charges may include any or all of the charges set out in this clause 7.
- 7.2. Charges may be made for the provisioning, installation, connection and activation of a Service and, if required, the supply of Equipment ("**Activation Charges**"). The Activation Charges which apply to your order are the Activation Charges in force on the date of order and are not subject to change for such order. Activation Charges are due on acknowledgment of your order for such Service and Equipment by Atlas.
- 7.3. Charges may be made for the rental of rented Equipment ("**Rental Charges**"). Rental Charges are due monthly in advance.
- 7.4. Charges will be made for your use of a Service or a feature of a Service ("**Usage Charges**"), including any charges in connection with dial-up, rogue diallers and system misconfiguration. The applicable Usage Charges are calculated in accordance with your usage or Service plan at the applicable rates communicated to you or as are in force from time to time. Usage Charges are due monthly in arrears, or more frequently if you receive notice from Atlas.
- 7.5. Other Charges may be made in relation to the relevant Service which do not fall into the above categories ("**Other Charges**"). The Other Charges may relate, without limitation, to such matters as Service upgrades or migration, feature activation, engineer site visit, change of address or early termination. Other Charges will be communicated to you.
- 7.6. Most Service Charges are currently not subject to Goods and Services Tax ("**GST**"). If GST is or becomes chargeable on any of the Services, you agree to pay to Atlas GST at the then applicable rate in accordance with the law.
- 7.7. You agree to pay all invoiced Service Charges by the payment date specified on the invoice. Atlas may charge interest on any overdue amounts payable from the due date until payment of all sums owing including interest (whether before or after judgment) at the rate of 2 percent per annum above the base lending rate of the Central Bank of the Seychelles from time to time. You will be invoiced monthly following activation of your Services. All amounts due to Atlas shall be paid in full without deduction, set-off or withholding except as permitted by law. You agree to be liable to Atlas for any and all costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in the collection or attempted collection of any amounts due.
- 7.8. If you purchase Equipment from a third party recommended by Atlas, you agree to comply with the payment terms of the third party supplier and to pay all applicable taxes, duties, impost, levies or other government charges.
- 7.9. If you request an engineer to visit your premises and the fault is found by the engineer to be caused by your equipment or network you will be liable to pay a site charge.
8. DATA PROTECTION
- 8.1. In processing, provisioning and activating your order, providing Service, billing you and otherwise interacting with you as a customer, Atlas and Cable & Wireless will collect, store, process and/or transfer data relating to you. You agree that Atlas and Cable & Wireless shall be entitled to collect, store, process and/or transfer data about you in accordance with the laws applicable in the Seychelles from time to time and any Cable & Wireless Group or local privacy policy which is stated to be applicable to the Seychelles.
- 8.2. From time to time Atlas, Cable & Wireless and carefully selected companies may contact you about other Atlas, Cable & Wireless or other products and services that we think may be of interest to you. If you do not wish us to contact you, please inform us at the time of order or, in writing, *at any time afterwards*. Please also let us know when your contact details change.
9. LIMITATIONS AND EXCLUSIONS OF LIABILITY
- 9.1. Nothing in these Terms shall restrict or exclude either party's liability for death or personal injury arising from breach of duty or negligence and nothing in these Terms shall restrict or exclude either party's liability for fraud or fraudulent misrepresentation.
- 9.2. Subject to clause 9.1, neither Atlas nor you will be liable to the other for any for any Unforeseen Losses whether in contract, delict or otherwise. "**Unforeseen Losses**" shall mean any economic loss arising in the course of commercial or residential activities (whether direct or indirect) including, without limitation, any loss of profits, anticipated savings, business, contracts, revenue, time, goodwill or loss or harm of data always provided that this shall not include: Service Charges payable; and the repair (or if repair is not practicable, replacement) of any of your tangible physical property intentionally or negligently damaged by us or our employees or agents while on your premises.
- 9.3. Subject to clauses 6, 9 and the obligation to pay Service Charges due under these Terms, Atlas's liability to you, and your liability to Atlas, in respect of all causes of action arising in each calendar year in contract, delict or otherwise (including liability for breach of statutory duty) under, in connection with or arising out of the supply or non-supply of Services and/or Equipment:
- 9.3.1. in respect of each and every Service shall be limited to damages equal to SR 2,500 in such calendar year; and
- 9.3.2. in aggregate shall be limited to damages equal to SR 7,500 in such calendar year.
- 9.4. Your sole and exclusive remedy in respect of any failure to meet any Service levels (if applicable) set out in any Service level agreement (if applicable) is the rebate set out in such Service level agreement.
- 9.5. Whilst every care will be taken by Atlas to provide the Services, Atlas shall not be liable for any loss of data howsoever caused including, without limitation, deletions, corruptions, non-deliveries and misuses, whether as a result of interruption, suspension, or termination of Service, or for the contents, accuracy or quality of information or resources available, received or transmitted, through the Service. It is your responsibility to back up data and, within the terms of applicable licences and legislation, all software.
- 9.6. You shall at all times be under a duty to mitigate any losses suffered by you.
- 9.7. Each provision of this clause 9 is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause 9 is held inapplicable or unreasonable.
- 9.8. Except as expressly set out in these Terms, all other representations, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of these Terms and each Service contract are expressly excluded to the extent permitted by the laws of the Seychelles.
10. MISCELLANEOUS
- 10.1. Neither party may use the other's name, trade mark, trade name or any other proprietary identifying symbol without the prior written approval of the other party.
- 10.2. If Atlas provides any software (and any related documentation) under these Terms which is embedded in hardware as firmware and which is not accompanied by a licence agreement (collectively "**Service Agreement Software**"), you agree to use the Service Agreement Software only with the Equipment, if any, and the Services. You agree not to (i) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Service Agreement Software in any form or by any means, or (ii) use the Service Agreement Software for any purpose other than as set forth in this paragraph. You shall not have any ownership rights in, or obtain rights to, the Service Agreement Software. If a licence agreement ("**Software Licence**") accompanies the Atlas-provided software, whether such software is owned by Atlas ("**Atlas Licence Agreement Software**") or its third-party supplier(s) ("**Third-Party Licence Agreement Software**"), you agree to abide by the terms of the Software Licence. Atlas shall have no obligations or liabilities whatsoever in connection with any Third-Party Licence Agreement Software, whether such Third Party Licence Agreement Software is used in connection with the Atlas-provided Service or is used independent of the Atlas-provided Service. The Customer agrees to look exclusively to the Third-Party Licence Agreement Software supplier(s) with respect to all matters relating to its software.
- 10.3. When communicating with our Customer Service staff, or any other Atlas or Cable & Wireless representatives, you agree that you will not use abusive or offensive language or make threats to such Atlas or Cable & Wireless representatives.
- 10.4. Atlas shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts (or failure to act) of government, civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, landslides, floods, tsunamis, hurricanes, unusually severe weather, epidemics, electromagnetic interference, breakdown in international communications, civil insurrection or due to any other cause beyond its reasonable control.
- 10.5. Atlas may assign or novate the benefit or burden of these Terms or any Service upon notice to you. You may not assign the benefit or burden of these Terms or any Service.
- 10.6. Atlas's failure to exercise or enforce, or any delay in exercising or enforcing any right or benefit conferred by, these Terms shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 10.7. Subject to clause 5.5, Atlas may change these Terms from time to time by notifying you of the revised Terms. You may not amend these Terms without the written, specific agreement of Atlas.
- 10.8. These Terms do not create any rights for and are not enforceable by any third party.
- 10.9. These Terms are the exclusive statement of the agreement between you and Atlas related to the subject matter of these Terms. They supersede all understandings and prior agreements, whether oral or written, between the parties.
- 10.10. These Terms shall be governed and construed in accordance with Seychelles law and, subject to the dispute resolution procedures set out above, the Parties irrevocably agree to the exclusive jurisdiction of the Seychelles courts, always provided that Atlas may commence proceedings against you in any jurisdiction in which you are incorporated, resident or hold assets.
- 10.11. If any provision of these Terms is held by a court, arbitrator or any legally empowered governmental agency or authority to be invalid, void, or unenforceable, the remainder of these Terms shall nevertheless remain legal, valid, and enforceable.

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Also applicable and binding are the following, which form part of these Terms:

Xnet Acceptable Use Policy: www.xnet.sc/terms/acceptableuse

Xnet Equipment Policy: www.xnet.sc/terms/equipment



www.xnet.sc/terms/acceptableuse

ATLAS (SEYCHELLES) LIMITED ACCEPTABLE USE POLICY

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

1. You are responsible for ensuring acceptable use by everyone who uses your Xnet 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, Atlas can provide advice at a small extra charge.
2. You are responsible for ensuring that neither you nor anyone else uses your Xnet 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 Atlas 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 Atlas or Cable & Wireless; or
 - 2.10. to degrade the performance of the Atlas or Cable & Wireless networks or services.
3. Atlas 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 Atlas 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 Atlas 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 Atlas.
5. You grant Atlas 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 Atlas.
6. Atlas makes no express or implied warranties, representations or endorsements regarding any merchandise, information, products or services available through the internet.
7. Atlas 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 Atlas 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 Atlas and Cable & Wireless 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 this content in ways expressly authorised on such websites.
10. If you request Atlas to host your website, you expressly grant to Atlas 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. Atlas 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, Atlas reserves the right to maintain a reasonable quality of service by restricting peer-to-peer activities as Atlas shall determine in its sole discretion, subject to any separate arrangements agreed with you in writing. Atlas 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, Atlas 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 Atlas 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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www.xnet.sc/terms/equipment

ATLAS (SEYCHELLES) LIMITED EQUIPMENT POLICY

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

1. In order to receive Atlas Xnet 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 Atlas.
3. For Xnet Wireless services, you must either supply certain Equipment yourself (e.g. from Atlas's recommended supplier) or you must rent Equipment from Atlas.
4. For other Xnet services, you will 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 Atlas directly, risk shall pass to you on delivery and title shall pass to you following receipt by Atlas of the full payment in cleared funds relating to the Equipment. This means that until you pay, Atlas owns the Equipment 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 Atlas, risk, title and all other terms of supply shall be governed by the terms and conditions of the third party supplier. Atlas is not responsible or liable for delays or problems with Equipment supplied by third parties (whether recommended by Atlas or not). It is your responsibility to check the terms and conditions of supply.
7. Equipment, whether supplied by Atlas 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 Atlas or the manufacturer unless Atlas informs you otherwise in writing.
8. Equipment purchased from Atlas's 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 Atlas or if Equipment is provided as part of your service plan, Atlas 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 Atlas.
10. All rented Equipment, Equipment provided as part of your service plan and Equipment provided "free of charge" shall remain the property of Atlas or its third party supplier. You shall not resell, transfer, lease, encumber, mortgage, lend or otherwise part company with any such Equipment without the express written permission of Atlas. You agree to return it 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 Atlas 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. Atlas shall meet your reasonable requirements about the safety of such personnel on your premises and you shall meet Atlas's reasonable requirements about the safety of such personnel on your premises.
15. Atlas 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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