

# Internet Niue

## TERMS of USE AGREEMENT

14 December 2010

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Internet Niue 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 Internet Niue 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 Internet Niue service.

Before connecting to and using the Internet Niue 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, Internet Niue 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.

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

#### 1. Illegal use

The Internet Niue 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. Internet Niue will investigate incidents involving such violations and may involve, and will cooperate with, law enforcement if a criminal violation is suspected. 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.

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### **CONNECTION & MAINTENANCE**

Rocket Systems Limited connects customers to the Internet Niue service, and maintains the Internet Niue WiFi network.

Contact: Rocket Systems Limited, PO Box 229, Fatalupe, Alofi, Niue; Tel: +683 4638, Fax: +683 4237;  
Email: [rocket@niue.nu](mailto:rocket@niue.nu)

### **COPYRIGHT INFRINGEMENT**

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

### **ILLEGAL USE**

Information regarding illegal use of the Internet Niue service should be sent to: [info@internetniue.nu](mailto:info@internetniue.nu)

### **COMPLAINTS**

Complaints regarding the service provided by Internet Niue should be sent to: [info@internetniue.nu](mailto:info@internetniue.nu)

## **B. TERMS & CONDITIONS**

Internet Niue's Terms & Conditions govern the customer's connection to and use of the Internet Niue service, as well as any electronic transmission sent, received, posted, accessed, or stored via the Internet Niue network.

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

### **1. Your obligations**

As a customer of Internet Niue:

- a) You must comply with the Acceptable Use Policy and Terms & Conditions
- b) You must keep your user name and/or password strictly confidential. It must not be shared with any other person.
- c) You must not use, attempt to use or allow others to use the service in a way that, in Internet Niue's reasonable opinion, interferes with other customers' use or enjoyment of the service or interferes with our efficient or proper operation of the service.

### **2. Limitation of Liability**

Despite its best endeavours, Internet Niue cannot guarantee that the service it provides will be continuous, accessible at all times or fault-free.

In this regard, it is not liable for any disruption to the satellite service that links Internet Niue to the global internet, electrical equipment failure, storm damage, or other Acts of God.

It is not liable for special, incidental or consequential damages including loss of profits or business interruption.

### **3. Charges for the Internet Niue service**

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

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

### **4. Agreement terms**

- a) The Agreement commences on payment of the connection fee
- b) The internet service commences on the date you first use the service
- c) The Agreement may be modified or terminated at any time by Internet Niue. While Internet Niue reserves the right to do this without notice, it will endeavour to give customers reasonable notice of any significant changes.

### **5. Breach of Agreement**

Internet Niue 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.

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## **CONNECTION & MAINTENANCE**

RockET Systems Limited connects customers to the Internet Niue service, and maintains the Internet Niue WiFi network.

Contact: RockET Systems Limited, PO Box 229, Fatalupe, Alofi, Niue; Tel: +683 4638, Fax: +683 4237;  
Email: [rocket@niue.nu](mailto:rocket@niue.nu)

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**COMPLAINTS**

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