



FASTtelco

TERMS & CONDITIONS FOR INTERNET ACCESS

Service Provided by Fast Telecommunication Company W.L.L. (hereinafter referred to as "FAST Telco")

These are the Terms & Conditions upon which Fast Telco will provide you with access to the Internet. By signing this document, you accept these terms. These Terms & Conditions apply to all Fast Telco customers. A copy of these Terms & Conditions is also available for reference at Fast Telco's Customer Service Reception, Al Sour Building - Ground Floor, Al Sour Street, Kuwait City.

1. Definitions:

In these Terms & Conditions, unless the context requires otherwise, the following words shall bear the following meanings:

"Agreement" means the standard Fast Telco application form, together with these Terms & Conditions and any other terms and conditions, practices or instructions that Fast Telco may reasonably issue from time to time;

"Customer" means you, being the party, individual, corporation or other entity that enters into an Agreement with Fast Telco in order to access some or all of its Services;

"Internet Access" means access to the Internet offered to Customers by Fast Telco;

"Overdue Charges" means those charges that you do not pay to Fast Telco on or before the specified or due payment date;

"Services" means Internet Access and related Internet and data services offered by Fast Telco, and "Service" shall be interpreted accordingly.

2. Internet Access:

2.1 Upon you signing this form and providing other documentation as required, and paying the appropriate fee, Fast Telco shall provide Internet Access to the Customer in accordance with the requested options. You will need appropriate computer hardware and software in order to utilise Fast Telco's Services. Please contact our Customer Services for help. One of the following Internet access protocols shall apply:

2.2 Dial-Up: You will be allocated a user identification (ID) and password. You shall use your own means (e.g. telephone service, modem and PC etc) to establish the connection to Fast Telco network for access to Internet.

2.3 ADSL: You will be allocated a user ID, password and a dedicated modem. You shall use your own means (e.g. telephone service, modem and PC etc) to establish the connection to Fast Telco network for access to Internet.

2.4 Dedicated Leased Line: Upon request, Fast Telco is pleased to apply (on a best endeavour basis only) to the appropriate regulatory authorities for allocation of Domain Names and Internet Protocol addresses on behalf of the Customer. If appropriate, a local



leased line will be sought for the Customer (at Customer's cost). The Customer shall use his own means (e.g. telephone service, modem and PC etc) to establish connection to Fast Telco network for access to Internet.

2.5 Prepaid Card: You will be allocated a user ID, password and a predetermined period of Internet usage time (as reflected on the face, and in the value of, the card you purchase). You shall use your own means (e.g. telephone service, modem and PC etc) to establish connection to Fast Telco network for access to Internet.

2.6 Other: In the event that Fast Telco introduces another Internet access option, you shall be bound by such terms, conditions and procedures that Fast Telco may specify from time to time.

2.7 Discretion: Fast Telco has the right to refuse to provide the Services to any person in case it has information or has reasons to believe that the service may be misused in any manner by the customer or could be in violation of any law or decree in the State of Kuwait.

3. Customer Responsibilities:

3.1 In consideration of Fast Telco providing the Services, you agree to: (a) provide, true, accurate and complete information about yourself; and (b) maintain and promptly update such information to keep it true, accurate, current and complete at all times.

3.2 You agree to pay the subscription charges laid down by Fast Telco from time to time. All charges shall be payable in advance. Failure to pay charges by the due date shall entitle Fast Telco to suspend or cancel your right to access the Internet. In either case, you shall also be liable for a reconnection fee.

3.3 You are responsible for and must provide telephone services at the desired site to access the Internet through us. Only direct lines will be able to connect to ADSL or other services and Fast Telco does not assume responsibility of connectivity, speed and security aspects of the connection especially if the telephone line is not directly connected from the Ministry of Communications Switch.

3.4 You shall keep your user ID, password and (if applicable) your modem number secure and confidential and shall take any steps necessary to ensure that it does not become known to other persons and (where applicable) ensure that it is only used by legitimate persons or authorised members of your organisation. You shall be responsible for and shall bear all charges, losses or damages arising from any use or misuse of your user ID, password or (if applicable) modem number, howsoever it may arise.

3.5 If it is required to do so, you shall select and use a password that is used only for Internet access and for no other purpose whatsoever. You shall take the precaution of changing your password from time to time.

3.6 You shall comply with any reasonable instructions issued by Fast Telco from time to time concerning access to the Internet.

3.7 You shall use computer and telecommunication equipment of at least the minimum specifications laid down by us from time to time.



3.8 You shall conform to the protocols and standards published on the Internet from time to time and adopted by the majority of Internet service providers.

3.9 You undertake that you shall:

3.9.1 fully comply at all times with the laws of Kuwait and any other jurisdiction that may be or become relevant (for example, through use of our roaming access service when travelling) and with all financial and technical rules and regulations that may be issued by the Ministry of Communications, any other governmental authority, or their delegated authorities, from time to time;

3.9.2 be solely responsible for the data and material retrieved, stored or transmitted by it through or using Internet Access, including sole liability for any damage, distortion or corruption caused to the Customer's, or any other person's computer system, hardware, software or stored data, or to the Fast Telco network; or consequential damage to the terms of Fast Telco's ISP license;

3.9.3 be solely responsible for managing the use of storage capacity (where relevant) such that it is within the capacity allocated to you or as may be stipulated by Fast Telco from time to time;

3.9.4 Pay to Fast Telco all charges when due;

3.9.5 Use authorised and licenced software on your PC

3.9.6 Install and upgrade Anti virus software as may be recommended by Fast Telco from time to time. Fast Telco however, assumes no responsibility for nay loss or damage caused by virus, worms or any other known or unknown programmes that may infect and cause malfunction in your PC and associated hardware. Fast Telco reserves the right to take appropriate legal and other recourse at its option against the customer if it detects or suspects that the customer wilfully or inadvertently is sourcing unauthorised software, generating viruses or worms etc. that may affect the network in any manner.

3.9.7 Indemnify and hold Fast Telco harmless against any claim, cost, loss, damage or other liability that Fast Telco may suffer or incur, or that may be alleged against it (including reasonable legal costs incurred in responding to such claim or allegation) as a result of any act or omission by you (including, but not limited to, a breach of these Terms & Conditions, or any other term of the Agreement). Nothing in the Agreement shall be interpreted as prohibiting Fast Telco from also initiating (or restricting its right to initiate) and pursuing such civil or criminal proceedings as it may deem appropriate against the Customer for breach of these Terms & Conditions or otherwise, or against any third party.

3.10 You undertake that you shall not:

3.10.1 use the Internet for any unlawful purpose or in breach of Kuwait law or any other law applicable to the use of the Internet. (These prohibited uses include (but are not limited to) the things listed below in this clause 3.10); or

3.10.2 use the Internet for any purpose contrary to the public morals, community standards and laws of Kuwait; or the transmission, display or posting to a bulletin board of any material which is of a defamatory, offensive, harassing, abusive or menacing character or which causes annoyance, inconvenience or needless anxiety to any other person; or



3.10.3 transmit, display or post to a bulletin board obscene, immoral, blasphemous, racially objectionable, indecent, unlawful or pornographic material or material that is harmful to minors; or

3.10.4 use the Internet in connection with surveys, contests, pyramids schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise); or

3.10.5 harvest or otherwise collect information about others, including e-mail addresses, without their consent; or

3.10.6 create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message; or

3.10.7 transmit or upload and material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programmes; or

3.10.8 transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents; or

3.10.9 attempt to gain unauthorised access to the Internet or the Fast Telco network, other user accounts, computer systems or networks linked to the Fast Telco network, through password mining, or any other means, or disobey any requirements, procedures, policies or regulations of networks connected to the Internet; or

3.10.10 impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person, organisation or entity; or

3.10.11 commit any civil or criminal offence of copyright, trademark or other intellectual property right infringement, breach any confidentiality obligation, or use the Internet in any way which invades another's privacy or other rights; or

3.10.12 use the Internet connection provided by Fast Telco in any way that makes excessive or profligate use of our network or computing resources or those of other Internet users; or

3.10.13 trade in connectivity, share, resell, hire, let, transfer ownership or otherwise dispose with Internet Access and other Fast Telco Services without Fast Telco's prior written approval.

4. Fast Telco Rights

4.1 Fast Telco has no obligation to monitor Internet Access or any user's use of it, or to retain the content of any user session. However, Fast Telco reserves the right to monitor, review, retain and/or disclose any and all communications or information as necessary to identify breaches of the Agreement or in order to satisfy any applicable law, regulation, legal process or government request.

4.2 Fast Telco may at any time without notice and at its discretion claim the indemnity in clause 3.9.5 and if:

4.2.1 you breach any term of the Agreement; or



4.2.2 any registration fee or subscription or any other charge remains unpaid for more than 30 days, either suspend your access to the Internet until you give suitable undertakings or comply with instructions; or terminate the Agreement immediately.

4.3 Fast Telco shall have the right to manage, modify and otherwise regulate access to the Fast Telco network and the Internet in such manner as it may determine from time to time.

5. Limited Liability

5.1 Fast Telco shall take all reasonable care in providing the Internet Access and other Services to you. However, you use the Services and the Internet at your sole risk. Fast Telco (including its employees and agents) make no representation about the suitability, reliability, availability, timeliness, and accuracy of the Service for any purpose. The Service is provided “as is” without warranty of any kind. In no event shall Fast Telco be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Service, with the delay or inability to use the Service, the provision of or failure to provide Services, or for any information, software, products, Services and related graphics obtained through the Service or otherwise arising out of the use of the Service, whether based on contract, tort, negligence, strict liability or otherwise, even if Fast Telco had been advised of the possibility of damages. In no event shall Fast Telco’s liability under this Agreement exceed the equivalent of one month’s subscription.

5.2 Fast Telco specifically does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available is free of viruses or other harmful components. Fast Telco does not warrant or represent that the use or the results of the use of the Service or the materials made available, as part of the Service will be correct, accurate, timely or otherwise reliable.

5.3 Fast Telco shall not be liable for any unauthorised access to or alteration of your transmissions or data, any material or data sent or received or not sent or not received, or any transactions entered into through the Service. You specifically agree that Fast Telco is not responsible or liable for the conduct of, or content transmitted by, any other party.

6. Use of Software

6.1 You may use the software distributed by Fast Telco (“Software”) in conjunction with other software not owned or distributed by Fast Telco. Use of the Software shall be subject to these Terms & Conditions and shall be at your sole risk and responsibility. Fast Telco insists that for safety and security reasons the customer may choose only authorised and licensed copy of the software.

6.2 The limitation of liability set out in clause 5.1 above shall apply to the Software.

6.3 You shall satisfy yourself as to the suitability of the Software to your needs. In addition, you shall also be responsible for ensuring the compatibility of the Software for use with any particular equipment or in combination with any particular software that you might use or own.

6.4 If Fast Telco makes changes to its network, Fast Telco shall not be responsible for ensuring that the Software will continue to be compatible with the Fast Telco network and you shall have no claim arising therefrom against Fast Telco.



6.5 You shall comply with and (if relevant) ensure compliance by your employees and agents with all reasonable instructions or notices given by Fast Telco from time to time regarding use of the Software and Internet Access.

7. Amendments

Fast Telco shall have the right to amend these Terms & Conditions from time to time. You shall be bound by such Terms & Conditions without notice. You may review the Terms & Conditions from time to time at Fast Telco's web site: www.fasttelco.net.

8. Miscellaneous

8.1 The Agreement constitutes the entire agreement between you and Fast Telco governing your use of the Services and supersedes any agreement, discussion or indication either in writing or verbal given by Fast Telco or any of its representatives, agents or Assigns in the past.

8.2 The laws of the State of Kuwait govern the Agreement and you and Fast Telco submit to the non-exclusive jurisdiction of the Kuwait courts.

8.3 Failure by Fast Telco to exercise or enforce any right or provision of the Agreement shall not constitute a waiver.

8.4 If any provision of the Agreement is found by the court to be invalid, the parties nevertheless agree that such provision shall be deemed amended to comply with the law but so as to most closely reflect the intention of the parties as set out in the original drafting, and the other provisions of this Agreement shall remain in full force and effect.