Welcome to the wireless high-speed Internet access system («Wi-Fi System») of DIGICEL HAITI. These «Terms and Conditions of Use», govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System provided by DIGICEL HAITI in certain locations.

Acceptance of Terms and Conditions of Use

By clicking on “5 Minutes free train or pay to use” on the Wi-Fi system sign up page, you represent that:

1. You have read, understand and agree to the terms of this agreement
2. You are at least 18 years of age.

If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System. Your electronic acceptance of the Agreement by clicking on «Logon» on the sign-up page has the same effect as if you had actually signed the Agreement. The effective date of this Agreement is the date that you click on «Logon».

Description of Wi-Fi System/Service Availability

The Service is provided by DIGICEL HAITI Wi-Fi Services («DIGICEL HAITI»). The Service provides you with access to the Internet via certain DIGICEL HAITI high-speed Internet access points («Locations»). Primarily, this access is provided via a Wi-Fi network using an 802.11 standard (the “Wi-Fi Service”). To access the Wi-Fi service, you must have a device that is compatible with the specific Wi-Fi equipment deployed at the Location.

DIGICEL HAITI will provide access to the Wi-Fi System at locations («Enabled Locations») that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all areas of the said Location, and may not always be operational.

The Service is intended for the limited purposes of allowing access to the public Internet for e-mail, web browsing, download files via the ‘ftp’ protocol typically implemented in such web browser programs and for purposes otherwise consistent with the terms of service. The Service is not intended for high-bandwidth applications such as streaming of video.

Access to Internet

DIGICEL HAITI does not screen or restrict access to any content placed on or accessible through the Internet. DIGICEL HAITI also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that DIGICEL HAITI is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

Charges/Billing/Payment

Where applicable, you agree to pay all charges and fees relating to the use of Service, including taxes, fees, surcharges or other assessments applicable to the Service. The subscription of the service will be primarily through the use of USSD short code or via SMS short code; you agree that the requisite amount will be deducted from your Main Account (MA) balance. However the service may be subscribed to thought authorized personnel or organizations to purchase subscription.
Your Responsibilities

You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi System, (2) comply with national and international laws and regulations, including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi System and (2) all communications that you send or receive via the Wi-Fi System. DIGICEL HAITI does not undertake the security of any data you send through the Wi-Fi System and it is your responsibility to secure such data.

Acceptable Use Policy

All users of the Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. DIGICEL HAITI does not actively monitor the use of the Wi-Fi System under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject DIGICEL HAITI to liability or may violate this AUP. DIGICEL HAITI may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi System.

The following constitute examples of violations of this AUP.

You agree to not use the Wi-Fi System to:

(1) Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another’s privacy, hateful or racially, ethnically or otherwise objectionable;

(2) Harm, or attempt to harm, minors in any way;

(3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;

(4) Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

(5) Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or any proprietary rights of any party;

(6) Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, «junk mail,» «spam,» «chain letters,» «pyramid schemes» or any other form of solicitation;

(7) Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(9) Intentionally or unintentionally violate any applicable national or international law, or any regulations having the force of law;

(10) «Stalk» or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties
without their knowledge or consent;

(11) Resell the Wi-Fi System without DIGICEL HAITI’s authorization;

(12) Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that DIGICEL HAITI may disclose your communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities, including any judicial orders.

Termination

You agree that DIGICEL HAITI may terminate this Agreement and cancel your access to the Wi-Fi System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to perform any illegal activity. You further agree that in the event of termination for any reason, DIGICEL HAITI will have no liability to you.

Assignment

You recognize that Digicel may assign this Agreement or any interest therein without your prior written consent.

Notice of Problems or Complaints

If you experience a problem accessing or using the Wi-Fi System, report the problem by calling 50937018918 or by emailing Hai_CC_Business_Solutions@digicelgroup.com and include «WIFI» in the subject line.

Modifications

DIGICEL HAITI may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time. DIGICEL HAITI reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof, including but not limited to rates and charges) with or without notice. You agree that DIGICEL HAITI will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service. Such modifications shall be binding and effective upon posting on the Wi-Fi System ‘Internet Access Signup’ page. You agree to periodically review the ‘Internet Access Signup’ page to maintain awareness of any modifications. By continuing to use the Wi-Fi System after such postings, you accept and agree to any and all such modifications.

Indemnification

You shall defend, indemnify and hold DIGICEL HAITI and its corporate affiliates and their respective officers, directors, stockholders, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys’ fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi System or any breach of this Agreement.

No Warranty

The Wi-Fi system is provided on an “AS IS” and “AS AVAILABLE” basis, without warranties of any kind. DIGICEL HAITI does not warrant that the services will be uninterrupted, error-free, or free of virus or other harmful components. DIGICEL HAITI makes no express warranties and customer waivers all implied warranties included, but not limited to, warranties of title, non-infringement, merchantability, and fitness for a particular purpose regarding any merchandise, information or service provided through DIGICEL HAITI or the internet generally. Customer expressly acknowledges that there are, and assumes all responsibility related to, the security, privacy and confidentiality risks inherent in
wireless communication and technologies and DIGICEL HAITI does not make any assurances or warranties relating to such risks. No advice or information given by DIGICEL HAITI or representatives shall create a warranty.

**Operational Limits of the Service**

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. There is no guarantee of bandwidth. Your connection speed may not be suitable for some applications, and particularly those involving real-time or near real-time, high-bandwidth uses such as video streaming or video conferencing. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that DIGICEL HAITI will not be liable for such interruptions. You further understand and agree that DIGICEL HAITI has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of DIGICEL HAITI. DIGICEL HAITI will not be liable for any failure of performance, if such failure is due to any cause beyond DIGICEL HAITI’s reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, any law, order or regulation by any government, civil unrest, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays caused by you or your equipment.

**Security Warning**

The unsecured nature and ease of connection to public Wi-Fi hotspots increases the risk that unauthorized persons can access your phone, laptop or other device or your communications over the Wi-Fi network. Wi-Fi customers should take precautions to lower the security risks. If you have VPN, DIGICEL HAITI recommends that you connect through it for optimum security. DIGICEL HAITI also encourages its users to observe standard security practices. You should ensure that computer hard drives are not shared; that laptops have firewall protection; and that security software is installed, functional and updated on your device. DIGICEL HAITI recommends that you avoid transmitting or accessing sensitive personal information over the Wi-Fi network, and that you only connect to known Wi-Fi hotspots. Digicel Haiti will not accept liability, if your information was exposed or your equipment is hacked by unauthorized persons.

**Limitation of Liability**

DIGICEL HAITI, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WI-FI SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

**Governing Law**

These Terms and Conditions are governed by the laws of the Republic of Haiti.