

**INTERNET SERVICE**  
**TERMS AND CONDITIONS**

**Welcome !**

Thank you for choosing CableNet Internet Service, as your gateway to the Internet. CableNet is a service brought to you by your contracting party, Caribbean Teleview Services N.V. d.b.a. St. Maarten Cable TV

The following "**Terms and Conditions**" are incorporated into all CABLENET Internet Service Agreements.

THE CUSTOMER HEREBY ACKNOWLEDGES ACCEPTANCE OF ST. MAARTEN CABLE TV MODEM OR OTHER ITEMS DESCRIBED IN THE INTERNET SERVICE AGREEMENT (TOGETHER REFERRED TO AS "THE ITEM") AND ACKNOWLEDGES THEIR DESIRE TO RECEIVE INTERNET SERVICES (REFERRED TO AS "THE SERVICE").

1. The CUSTOMER understands the method of operation of THE ITEM and shall not try to avoid liability for damage to THE ITEM or payment for the use of THE SERVICE on the grounds of not being familiar with the operation of THE ITEM;
  2. THE ITEM is being purchased or leased by the CUSTOMER who therefore accepts responsibility for repair or replacement of THE ITEM should it be damaged in any way by any means;
  3. THE SERVICE is provided for the CUSTOMER'S sole use and the CUSTOMER shall ensure that THE ITEM is not borrowed by any third party or moved from the premises or connected or networked to any other device without the knowledge of St. Maarten Cable TV; AND shall ensure that single personal computer installations are not accessed by other personal computers on a network or otherwise;
  4. The CUSTOMER accepts full responsibility for all matters relating to the security of their computer hardware, software and files stored on their computer(s) and holds St. Maarten Cable TV, its directors, officers, employees, agents, servants, subsidiaries and affiliates harmless for any loss or damage resulting from any infiltration, compromise of security, breach or activity commonly known as "hacking" to the said computer hardware, software and files;
  5. The CUSTOMER agrees not to participate in "spamming" or "hacking" and hereby acknowledges the right of St. Maarten Cable TV to terminate THE SERVICE upon receipt of reasonable proof of such activities. "Spamming" is defined as electronic junk mail, i.e. the use of e-mail addresses, domain names and/or variations thereof to produce **unsolicited** mailings of any type material. "Hacking" is defined as the illegal access and/or subsequent manipulation of private databases/systems. Further, the CUSTOMER agrees NOT to use THE SERVICE or THE ITEM for any other unlawful purpose in violation of any applicable laws or regulations.
  6. The CUSTOMER grants permission for St. Maarten Cable TV's technical staff to have reasonable onsite access to THE ITEM and other onsite equipment of St. Maarten Cable TV for monitoring, upgrading, or any other related purpose;
  7. Upon completion of the physical installation of the Cable TV line of THE ITEM, the CUSTOMER will confirm the proper operation of their computer(s) and software ("COMPUTER SYSTEM") and will acknowledge to the installer that all remain in full working order, releasing St. Maarten Cable TV, its directors, officers, employees, agents, servants, subsidiaries and affiliates from all future responsibility for support for any problems that may arise with their Computer System; any future problems that may arise with the CUSTOMER'S Computer System, beyond the physical performance of THE ITEM, will be the CUSTOMER'S responsibility.
  8. The CUSTOMER agrees to pay the installation/registration fee, modem charge and the first month's subscription fee in advance prior to installation;
  9. Monthly payment will be made to St. Maarten Cable TV in the amount equal to the rate for such level of service agreed, as set in St. Maarten Cable TV's published **Rate Schedule**, in advance, for access to St. Maarten Cable TV network. Credits, prorating or refunds will be provided only in the event that access to St. Maarten Cable TV's Internet network is interrupted for more than 72 consecutive hours under normal operating conditions. No credits, prorating or refunds will be provided in case of interruption of services as a result of force majeure or an Act of God. If any payment is delinquent for more than 30 days, St. Maarten Cable TV has the right to terminate THE SERVICE and cancel the Internet Service Agreement without any further notice. St. Maarten Cable TV's **Rate Schedule** is subject to change upon notice and that upon receipt of notice or 5 days after any publication thereof, the ongoing use of THE SERVICE by the CUSTOMER will confirm agreement to the changes in the said **Rate Schedule**;
  10. The CUSTOMER agrees to hold St. Maarten Cable TV, its directors, officers, employees, agents, servants, subsidiaries and affiliates free from any liability from interruption of THE SERVICE resulting from war invasion act of foreign enemy hostilities or warlike operation civil war mutiny rebellion revolution insurrection military or usurped power, any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body, electrical power outages strike lockout riot civil commotion, detention seizure confiscation or any attempt threat, flood typhoon hurricane cyclone tornado volcanic eruption earthquake lightning or other convulsion of nature or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming compensation or to be indemnified shall prove that the liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof St. Maarten Cable TV, its directors, officers, employees, agents, servants, subsidiaries or affiliates shall not be liable to make any credit, prorating or refund in respect of such a claim;
- In all cases, the liability of Sint Maarten Cable TV, is limited to the amount of the fees paid by the CUSTOMER in accordance with the Rate Schedule, over the period, that the liability of Sint Maarten Cable, if any, legally came into existence.
11. The CUSTOMER acknowledges that any messages transmitted or received over the Internet may be the subject of unauthorized third party interception and review and that an individual with Internet access can cause damage, incur expenses, break laws, and enter into contractual obligations while on the Internet. All such matters are the responsibility of the CUSTOMER;
  12. The CUSTOMER acknowledges that St. Maarten Cable TV does not have control over most of what is accessible through THE SERVICE and that the CUSTOMER is responsible for protecting themselves from harmful, illegal, inaccurate or misleading content. The CUSTOMER acknowledges that the Internet provides access to content that may be inappropriate in context, sexually explicit, racially biased and will take all necessary means to restrict access to such content as the CUSTOMER feels appropriate;
  13. St. Maarten Cable TV is not responsible for any inappropriate material that may be accessed from the services they provide and the CUSTOMER hold St. Maarten Cable TV, its directors, officers, employees, agents, servants, subsidiaries and affiliates harmless for the availability of, or access to, such content;

