



## **SERVICE TERMS & CONDITIONS**

PLEASE NOTE: BY COMPLETING THE SIGNUP PROCESS AND SUBSCRIBING FOR THE SERVICES AND BY ACCESSING AND/OR BY USING THE SERVICE(S) IN ANY WAY, YOU THE USER, WILL BE SIGNIFYING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE, WHICH WILL FORM A BINDING AGREEMENT BETWEEN YOU THE USER AND HAWAX TEL WHICH TERMS AND CONDITIONS YOU THE USER IS DEEMED TO HAVE FAMILIARISED YOURSELF WITH AND TO HAVE IRREVOCABLY ACCEPTED.

### **1. TERMS AND CONDITIONS**

#### **1. Introduction**

- 1.1. This acceptable use policy ("**AUP**") outlines the principles that govern use of the systems, services and equipment provided by HAWAX TEL Internet in connection with your HAWAX TEL services.
- 1.2. You must read this AUP very carefully. It is important. It forms part of your customer services agreement with us.
- 1.3. "User(s)" "You" or "Customer's" means customers or anyone else who uses or accesses the HAWAX TEL services.
- 1.4. We may amend, modify or substitute this AUP at any time. Your continued use of any HAWAX TEL services after any such amendment, modification or substitution constitutes your acceptance of any new AUP. We recommend that you visit our website regularly to check for any updates or amendments to this AUP.
- 1.5. HAWAX TEL shall provide the Customer with the subscribed ("the HAWAX TEL Services" ) set out in Annex 1 for the duration of this Agreement subject to the terms and conditions set out herein.
- 1.6 HAWAX TEL reserves the right to establish policies, rules and limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion.
- 1.7 The Customer acknowledges that the HAWAX TEL Services contain valuable copyright, trademark, service mark, trade secret, accompanying information and other proprietary rights. HAWAX TEL reserves all rights thereto. No title or ownership to such rights is transferred pursuant to this agreement.

### **2. CHARGES**

- 2.1 The subscription charges payable by the Customer to HAWAX TEL
- 2.2 The Customer acknowledges that HAWAX TEL may review their charges from time to time, the payment will be direct online payment by using any type of the credit cards.

### **3. PAYMENT TERMS**

- 3.1 Fees are not refundable once paid. All invoices are due when issued. If payment is not received HAWAX TEL reserves the right to suspend or terminate access to the Customer's service without notice in the event payment is not timely made.
- 3.2 The Customer agrees to pay HAWAX TEL the subscription charges in full including applicable taxes by the due date specified in the invoice.
- 3.3 HAWAX TEL will issue its first invoice for the service on the effective date. From then on invoices will be recurring thereafter on a 30 day basis depending on the package of service the Customer has subscribed to.
- 3.4 All services are on a prepay basis and should be paid for in advance before the service is activated or as invoiced.



#### **4. RESPONSIBILITIES**

##### **4.1 Customer's responsibilities**

The Customer must provide us with accurate and truthful information in your Service application and keep us informed of any changes to this information. The Customer shall be responsible for repair and replacement their LAN infrastructure and equipment in the event of any hardware failure. Customer will be required to maintain complex passwords for their email accounts where applicable. For any such passwords HAWAX TEL will provide a secure URL that any User can access to change passwords. The Customer acknowledges that it understands that HAWAX TEL shall only assist in the registration of a domain name and that the customer shall be responsible for transferring the domain name on termination of this Agreement.

##### **4.2 HAWAX TEL's Responsibilities**

HAWAX TEL shall be responsible for providing the Customer with the Products & Services (HAWAX TEL Services) as subscribed set out in Annex 1.

#### **5. INSTALLATION AND SUPPORT**

##### **5.1 Connection**

Connecting to the HAWAX TEL Services will be via HAWAX TEL login page. The customer undertakes to provide full access and any technical/personnel help necessary for the connection and support of the HAWAX TEL Services.

##### **5.2 Support**

HAWAX TEL shall provide technical support ("Support Services" ) to the customer as set out in Annex 2.

#### **6. VIRUSES/MALWARE**

HAWAX TEL shall provide as a first line of defence email scanning for virus and spam filtering for all emails received and sent. HAWAX TEL shall not be responsible for any damage or loss or liability that may be caused to the Customer or any third party by viruses or spam infection and the customer shall indemnify HAWAX TEL against all such claims losses or liabilities unless the virus or spam is proved to have been deliberately introduced by HAWAX TEL during the installation of HAWAX TEL Services.

#### **7. LIMITATION OF LIABILITY**

The Customer acknowledges and agrees that HAWAX TEL shall assume no liability either to the customer or any third party for all direct or indirect liabilities, special or consequential damages, loss of profits, loss of goodwill, expenses and costs arising out of the use or inability to use the HAWAX TEL Services.

#### **8. CONFIDENTIALITY**

Each Party hereto acknowledges that in dealing with the other pursuant to this Agreement, such Party will come across information which is confidential and proprietary to the other Party, disclosure or use of which might result in damage or loss to the business or affairs of such Party. It is therefore agreed that each Party shall keep all such information confidential and shall not disclose or use such information.

#### **9. PROPER USE**

9.1 The HAWAX TEL Internet connection may only be used for lawful purposes by the Customer and at the installation site. Transmission of any material through the HAWAX TEL connection or the use of the HAWAX TEL connection in violation of any Iraqi Kurdistan Regional law or regulation is prohibited. Such transmission includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material



protected by trade secret, whether or not the Customer was aware of the content of the material or of the relevant law.

9.2 The Customer acknowledges that HAWAX TEL is unable to exercise control over the content of the information passing over the HAWAX TEL connection and/or the HAWAX TEL network, and HAWAX TEL hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

9.3 The Customer hereby agrees to indemnify and hold HAWAX TEL harmless from any claim brought by third parties alleging that use of the HAWAX TEL connection and/or the HAWAX TEL network by the Customer has infringed any intellectual property right of any kind or any applicable Iraqi Kurdistan Regional or international law or regulation. The Customer shall defend and pay all costs, damages, awards, fees (including legal fees) and judgments finally awarded against HAWAX TEL arising from such claims, and shall provide HAWAX TEL with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Customer's sole expense.

9.4 HAWAX TEL shall use its best efforts to provide a reliable and stable service to the Customer and reserves the right to put in control measures to prevent disruption or degradation of services to other customer's.

9.5 HAWAX TEL will bear no liability for any configurations and/or loss of data or service caused by the Customer's interaction with the Customer's internet systems/servers.

#### **10. RESTRICTION ON TRANSFER**

The Customer in entering into this contract undertakes that it will not assign, re-sell, sub-lease or in any other way transfer the HAWAX TEL connection or its use to any third party. Contravention of this restriction in any way, whether successful or not, will result in the service being terminated by HAWAX TEL, in which event the Customer will be liable for a termination fee of three months' service charges.

#### **11. DATA PROTECTION**

HAWAX TEL reserves the right to put the names and other information from the service registration form relating to the Customer into a computerized directory for internal use only.

#### **12. CUSTOMER WARRANTY**

The Customer warrants to HAWAX TEL that it shall not knowingly, negligently or intentionally conduct the following in connection with the HAWAX TEL Services:

12.1 Incorporating into email any material, text, graphic, sound or animation in any form that, without limitation, may be obscene, defamatory, harassing, grossly offensive, malicious, or that actually or potentially infringes or misappropriates the copyright, trademark, proprietary or other intellectual property right of any person.

12.2 Posting or sending any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.

12.3 Introducing viruses, worms, harmful code, trojan horses on the internet, and/or using any software or device to interfere or attempt to interfere with the proper functioning of any server or other internet facilities.

12.4 Sending unsolicited bulk mail messages ("junk mail" or "spam") which, in HAWAX TEL sole judgment, is disruptive or generates a significant number of user complaints. This includes bulk-mailing of commercial advertising, informational announcements and political tracts.

12.5 Launching of denial of service attacks (Dos Attack) Malicious email, "mail bombing" or flooding a user or site with very large or numerous pieces of



email.

### **13. FAIR USE POLICY**

13.1 HAWAX TEL maintains and promotes a policy of fair and acceptable usage at all times, so please ensure that any use of HAWAX TEL services, by yourself or any User of your connection doesn't in any way contradict the restrictions. By adhering to the Fair Use Policy, you'll help us to provide a fair and equal internet service for all Customers.

#### **13.2 Fair Use Policy**

##### **- Usage guidelines and acceptable use**

HAWAX TEL can advise the Customer on the most suitable service package upon getting the relevant information from the Customer concerning the intended or type of internet usage the Customer will be using. HAWAX TEL Internet uncapped products are not capped in the ordinary course. However, HAWAX TEL reserves the right to apply restrictions on an uncapped account if a customer's behavior is determined to be affecting the user experience of other customers on HAWAX TEL's network.

Examples of customer behavior which may compromise or cause network congestion to HAWAX TEL's network performance and excessive data transfer, include, but are not limited to the following listed examples below;

- running excessive concurrent internet sessions
- accessing excessive bandwidth intensive protocols such as peer-to-peer, VOIP etc.
- Downloading large files like movies, MP3s, games and software using software such as Napster, Kazaa, E-donkey etc
- On-Line Gaming
- Sending large and numerous emails, using social network sites and chat clients like facebook, youtube etc..
- Excessive and continuous browsing or downloading of files with suffix of "avi", "jpeg", "mpeg", "gif", etc which can contain very large amounts of data.

HAWAX TEL will make all attempts possible to inform the Customer when his or her behavior is compromising HAWAX TEL's network performance, However HAWAX TEL reserves the right to suspend the relevant customer's usage within 24 hours of usage having reached such levels. The above controls will be implemented by HAWAX TEL in addition to those set out elsewhere in this AUP regarding unlawful behavior. This AUP may be modified periodically and HAWAX TEL reserves the right to modify this policy at any time, which changes shall become effective as soon as they are posted to the HAWAX TEL website.

### **14. VIOLATIONS POLICY**

14.1 Violations of system or network security are prohibited, and may result in criminal and civil liability. HAWAX TEL will investigate incidents involving such violations and may involve, or will cooperate with, law enforcement agencies if a criminal violation is suspected.

14.2 HAWAX TEL reserves the right to investigate any suspected violation(s) of this AUP. When we become aware of possible violations, we may initiate an investigation, which may include gathering information from the User involved and the complaining party, if any, and examination of material on our servers, networks or any other equipment associated with the services.

14.3 HAWAX TEL shall inform the Customer of any such findings and action may be taken to warn restrict or terminate the Customers services with or without notice.



#### **15. PRIOR ARRANGEMENTS**

These terms and conditions supersede any prior arrangements or understandings of any nature whatsoever that may exist between HAWAX TEL and “the Customer”.

#### **16. DISPUTE RESOLUTION**

If a dispute of any nature arises between the parties, the parties will attempt to resolve the matter internally and amicably within one calendar month, failing which the dispute will be referred to arbitration.

#### **17. CONSTRUCTION**

This Agreement shall be governed by and construed in accordance with the laws of Iraqi Kurdistan Region and the Parties hereby submit to the exclusive jurisdiction of Iraqi Court.

