



# Sanuk Systems Broadband Services

## General Terms and Conditions

These are the Terms and Conditions that apply to Sanuk Systems Broadband Services. These Terms and Conditions may be amended by us from time to time. It is your responsibility to be aware of such changes, which will take effect when posted on [www.sanuksystems.com](http://www.sanuksystems.com).

### A. Definitions

1. **"Accessories"** means ADSL modem, FTTH switch, WiFi-router or other customer premises equipment provided in order to utilize the service, or any other accessories provided by Sanuk Systems.
2. **"Broadband Service"** means Sanuk Systems service whereby you may gain direct access to the Internet and other network services.
3. **"Charges"** means any or all charges to you payable to Sanuk Systems in respect of the Broadband Services or any other chargeable services provided to you by Sanuk Systems.
4. **"Support Site"** means the website [www.sanuksystems.com/support](http://www.sanuksystems.com/support) which provides you with detailed information on our services.
5. **"Customer Support"** means support provided by Sanuk Systems.
6. **"Equipment"** means the products provided in order to utilize the service, or any other accessories provided by Sanuk Systems.
7. **"Internet"** means the public global data network comprising interconnected networks using Internet Protocol.
8. **"Premises"** means the residential address you are asked for during registration, and at which we agree to provide you with the Service.
9. **"Service"** means the Broadband Service and, where applicable, any additional services and facilities provided by Sanuk Systems to you in connection with the Broadband Service.
10. **"Service Announcements"** means email bulletins which contain important information on the provision or price of the Service, changes in the terms and conditions applicable to the Service, changes in the nature of the Service or any information which may affect your ability to use the Service.
11. **"Transmission Speed"** means the rate in terms of Mbps or Gbps that data is transferred between your Equipment and the Service. The Transmission Speed available to you will be affected by the operational and technical characteristics of your physical connection, contention and latency on the telecommunications network, and the Service used.
12. **"Sanuk Systems"** or **"we"** means Sanuk Systems (Thailand) Co., Ltd, the company registered in Thailand under registration number 0215552003592 whose registered office is at 234/3 Moo 3, Tambon Kram, Amphur Klaeng, Rayong 21190.
13. **"You"** means you, the individual or corporation entering into this agreement with Sanuk Systems, and "your" shall be interpreted accordingly.
14. **"Minimum Period"** means the minimum period that you must keep the Service you have chosen, starting from the date that the Service is activated.

## B. Service Activation

- 1. Equipment Installation:** It is Sanuk Systems' responsibility to acquire and install the Equipment. The Equipment has been designed for use with the Service and it is the Equipment that Sanuk Systems recommends you use with the Service. If you choose not to use Equipment provided by Sanuk Systems, we cannot guarantee compatibility or provide installation support or any ongoing support related to your chosen Equipment.
- 2. Failure to Activate:** If we are unable to activate your line or the Broadband Service for any reason, you will not incur any Charges for the Broadband Service.
- 3. Failure to meet Minimum Specifications:** Where the Service is successfully activated, but you are unable to use the Service because you have purchased or installed other Equipment than provided by Sanuk Systems then:
  1. You will incur Charges from the date the Service is activated; and
  2. We shall not be responsible for any Equipment or any other products that you have purchased but cannot use.

## C. Conditions of Use

The Service is provided on the following terms:

- 1. Usage outside Premises:** The subscriber is not allowed to resell or share the service outside the connected Premises.
- 2. Acceptable Use Policy:** Whilst there are no specific monthly usage allowances on the Broadband Service, your use of the Service remains subject to our Acceptable Use Policy set out in Section F. Sanuk Systems reserves the right to modify the Support Site at any time without prior notice and solely at our own discretion. Any changes will take effect when posted on Sanuk Systems Support Site.
- 3. Monitoring:** Sanuk Systems may monitor communications, including without limitation, any content or material transmitted over the Service.
- 4. Changing Telephony Provider:** In case you have chosen to connect via ADSL, we can only provide the service over Sanuk Systems residential lines. We cannot continue to provide the Service to you if you choose to terminate your telephone line rental with Sanuk Systems.
- 5. Moving Premises:**
  1. This agreement covers provision of the Service to your current Premises. If you move from the Premises, it is your responsibility to notify us in advance, in order for us to try to arrange to change your Service to your new premises.
  2. If you move premises during the Minimum Period and wish to transfer your Broadband Service to your new property you will have to re-contract for a further Minimum Period which will commence when the Broadband Service is activated.
  3. If you move during the Minimum Period and we are unable to activate the Services comprising your Broadband Service for any reason at your new Premises, your Broadband Service will be canceled and you will be charged for the remainder of the Minimum Period. You must return the Equipment to us (in the same condition as when it was provided to you except for fair wear and tear only) within 15 days of cancellation at your own cost.
- 6. Security:** Sanuk Systems cannot guarantee security and strongly recommends that you regularly change all personal and Equipment passwords, and make use of additional security products such as personal firewalls and Anti-Virus software due to the "always-on" nature of the Service.
- 7. Maintenance and Repairs:** We may need to temporarily suspend the Service for repairs or planned maintenance and upgrades. Whenever this occurs, information will be published on the Support Site with as much notice as is reasonably possible in the circumstances. We cannot guarantee that the Service will never be faulty, however we will respond to all reported faults as soon as is reasonably possible.
- 8. Line Speed:** In activating the Broadband Service you acknowledge and agree that you accept the given limitations in Transmission Speed. Upon service activation, the Transmission Speed may be affected by factors such as network capacity, use at peak traffic times, jitter, latency, traffic management and customer Equipment, and therefore the actual throughput speed on your Service may differ from the maximum limited Transmission Speed you accepted. We therefore cannot guarantee that maximum Transmission Speeds can be reached to all destinations or at any time.
- 9. Performance:** Due to contention on the telecommunications network and other factors outside

Sanuk Systems control, the speed and responsiveness of the Broadband Service may vary from time to time. In addition the speed and limitations of your Equipment such as local WiFi bandwidth, may affect the Transmission Speed that we can provide you.

10. **Service Announcements:** Sanuk Systems reserves the right to email Service Announcements to all Customers as part of the Service.

## D. Sanuk Systems Obligations

We will:

1. provide high standards of Customer Support during working days, and at best effort during weekends
2. provide sufficient access points to ensure a high standard of connectivity to the Service
3. ensure that Services provided by Sanuk Systems meet normal professional standards
4. handle any personal information you might supply to us when you use the Service in accordance with the Sanuk Systems Privacy Policy,

## E. Your Obligations

You will:

1. be responsible for interoperability between your PC, Equipment and your local network. Sanuk Systems are not responsible if you are not able to use the Services because your own equipment does not work properly, is not compatible with the system, or because of faults in any external communications provider's network.
2. provide space and power at your own expense for the Sanuk Systems' equipment placed inside your premises and community or MDU common space, which is used to provide the service to you.
3. pay on demand the Charges to Sanuk Systems.
4. help us maintain the best possible quality of service by ensuring your personal Equipment is using the most recent release of the firmware or software drivers available for it. From time to time we may request that you update the firmware or software drivers for your Equipment.

## F. Acceptable Use Policy

1. When using the Service, you will not
  1. commit or encourage a criminal offense
  2. send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights
  3. do anything which is contrary to the acceptable use policies of any connected networks and Internet standards
  4. insert or knowingly or recklessly transmit or distribute a virus
  5. seek unauthorized entry into back office
  6. hack into any aspect of the Service
  7. corrupt data
  8. circumvent, or attempt to seek to circumvent, any of the security safeguards of Sanuk Systems or any of its suppliers
  9. use the Service to cause annoyance, inconvenience or needless anxiety to subscribers or others
  10. use any domain name or mailbox name so as to infringe upon the rights of any other person whether in statute or common law, in a corresponding trademark or name;
  11. send or provide any unsolicited advertising or other promotional material, commonly referred to as "spam", by email or by any other electronic means
  12. send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities
  13. hold Sanuk Systems or any of its third party contractors liable in relation to the accuracy, reliability, availability and performance of resources accessed through the Internet which, you acknowledge, are beyond their control and are not in any way warranted or supported by Sanuk Systems or its third party contractors
  14. acknowledge that Sanuk Systems shall not in any way whatsoever be liable to you or to

any third party for any business losses (including without limitation any loss of profits, business or anticipated savings or for any destruction of data) suffered in anyway whatsoever by you or any third party

15. use the Service in a way that does not comply with the terms of any legislation or any licence applicable to you or that is in any way unlawful
  16. use the Service in any way which, in Sanuk Systems opinion, is, or is likely to be, detrimental to the provision of the Service to any other Sanuk Systems customer. This includes, but is not limited to, running any application or program that places excessive bandwidth demands on the Service for continued periods; in these circumstances, we may have to temporarily suspend, disconnect or limit the speed of the Service at our discretion.
  17. employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Service
  18. directly or indirectly act or omit to act in any way which may infringe, damage or endanger any intellectual property rights (or any goodwill attaching thereto) which may now or in the future subsist in any part of the world of us or any third party
  19. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity
  20. permit any third party to do any of the above.
2. Notwithstanding our right to reduce, suspend, limit the speed and/or terminate the Services and/or restrict certain types of traffic on your Broadband Service, if you abuse the Services and/or breach these Terms and Conditions you may receive a formal warning from us specifying the unacceptable conduct and notifying you that repeated breaches may result in the Services (or any part of Services) being temporarily or permanently withdrawn from you.
  3. If, after you have received a formal warning from us in accordance with section 2 above, your conduct continues to abuse the Services and/or breaches these Terms and Conditions, then we will withdraw the Services (or part of the Services) from you until such time as we are satisfied that you have implemented appropriate steps to ensure that your use of our systems, Services or Equipment will comply with these Terms and Conditions.
  4. If such a suspension is imposed, then this may be lifted, at our discretion, upon receipt of a formal written undertaking from you not to commit any future relevant abuse. However, all cases will be considered individually (in our sole discretion) upon their merits.

## G. Payment

For any and all Charges payable to Sanuk Systems you will: pay in cash at our office in Laem Mae Phim, or via any electronic means stated on your invoice to be available, such as wire transfer to our bank- or PayPal accounts, or by credit card via PayPal.

## H. Cancellations and Refunds

Cancellation refers to the cancellation of the Service, whether you are switching to an alternative Sanuk Systems service, switching to another service provider or ceasing the Services altogether.

1. If you wish to cancel your subscription you must notify Sanuk Systems by email ("maephim@sanuksystems.com").
2. You shall be responsible for all Charges relating to your account up until the Effective Cancellation Date. In all cases without exception Equipment must be returned to Sanuk Systems within 14 days after Effective Cancellation Date.
3. Cancellation charges:
  1. Early termination charge: Sanuk Systems will charge you an early termination charge if you cancel your Service before the end of the Minimum Period

## I. Termination

1. Sanuk Systems may terminate this agreement and the Service or may suspend all or a part of the Service by immediate notice, if you are in breach of any of the terms of this agreement. Any user data will be deleted and we regret that we will be unable to retrieve this data.
2. Sanuk Systems may otherwise terminate this agreement without notice if it deems, in its sole

discretion, such termination necessary, provided that Sanuk Systems will reimburse you upon such termination of account, for any days' service that you have paid for in advance but cannot use.

## **J. Traffic Management**

Sanuk Systems carries out traffic management for technical reasons and for the sake of our customers. The management includes the prioritization of the traffic in our networks. Without adequate traffic management, we will not be able to maintain or increase the stability of our networks.

Traffic management also enables us to ensure that customers' connections remain good even in the event of congestion, and it helps us to deliver the highest possible quality of our services, such as IPTV. Streaming TV signals are sensitive to both delays and losses of data packets in the network. Particularly wireless networks are very sensitive to applications that consume a lot of bandwidth because the capacity of the networks is limited by the available spectrum. A limited bandwidth capacity must be shared by all users in a given location, and therefore very active users can greatly affect the experience of the other users. To maximize the availability of services for all active users in a given cell, it is necessary to maintain the ability of network operators to handle traffic.

Services that are time-critical in the sense that they must be delivered in a sequence, such as voice telephony, have priority over data if the network becomes overloaded. This does not mean that the data link is completely disconnected, but rather that the speed is reduced and no difference is made between different content services and applications on our customers' Internet service.

## **K. Warranty**

1. Sanuk Systems warrants that the Equipment and Accessories that Sanuk Systems provide will be free from defects in design, manufacture or materials except where caused by fair wear and tear for a period of 12 months from the date of delivery and we shall at our option replace or repair the Equipment and/or Accessories provided that the Equipment and/or Accessories have been kept, used and maintained in strict accordance with instructions given to you by us or the manufacturer and has not been modified or altered. This warranty shall not apply if:
  1. the defect is due to interference with or maintenance of the Equipment and/or Accessories by persons other than us or our authorized representatives
  2. the defect is of a minor nature which does not substantially affect the use of the Equipment and/or Accessories
  3. the need for replacement or repair of defects is not covered by our warranty.
2. In addition, neither Sanuk Systems nor its third party contractors nor any other contributor to the Service makes any representation or gives any warranty, condition, undertaking or term either expressed or implied as to the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses of the content or software contained on the Service or supplied in connection with the Service or that any such content or software will be accurate, up to date, uninterrupted or error free.

## **L. Governing law**

These terms and conditions shall be governed by and interpreted in accordance with Thai law, and the courts of Thailand shall have jurisdiction to resolve any disputes between You and Sanuk Systems.

## **M. Notices**

Notices (if any) given under this agreement shall be delivered by hand or sent by prepaid first class post or electronic mail in the case of either party. Electronic mail shall be deemed to be delivered when it is sent.

## **N. Entire Agreement**

These terms and conditions set out the whole of our agreement relating to our supply of the Service. They cannot be varied except in writing by a director of Sanuk Systems. In particular nothing said by any sales person on behalf of Sanuk Systems should be understood as a variation of these terms and conditions or an authorized representation about the Service or the nature and quality of items displayed thereon. Sanuk Systems shall have no liability for any such representation being untrue or misleading.