

# FIBREWORLD TERMS OF SERVICE



This agreement between FibreWorld Telecommunications Network Limited ("us", "our", "we" "FibreWorld") and you ("you" or "your",) governs your use of our fibre internet services ("Services"). In these Terms of Service ("Terms"), you and FibreWorld are individually referred to as a "Party", and collectively as the "Parties".

The following terms regulate our Service provision. Please acknowledge and agree that you are entering into a legal agreement with us and have understood and agreed to abide with and agreed to be legally bound by these Terms.

By accessing the Service in any manner or requesting the use of the Service through any means, you are indicating your consent to be bound by these Terms as an agreement between you and FibreWorld.

## REVIEW OF TERMS

We may also make some changes to the Terms immediately, without prior notice, if they are required by applicable laws and regulations. or relate to the addition of a new service or extra features to our Services.

We may also make some changes to the Terms immediately, without prior notice, if they are required by applicable laws and regulations. or relate to the addition of a new service or extra features to our Services.

We reserve the right to withdraw or amend these Services, and any other service or material we provide, at our sole discretion. We shall notify you of any material changes concerning the Services before or after we make the change. Where we made changes to the Services without prior Notice, we shall inform you of the changes within 72 hours of effecting the change.

You should stop using our Services if you do not agree to the changes. If you keep using our Services after we have notified you of or announced any such changes, you will be deemed to have accepted the changes.

We will not be liable if for any reason all or any of our Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users.

We reserve the right to restrict your access or suspend your access to our Services without notice, your access to and/or use of the Services to enable us to carry out essential emergency and/or urgent maintenance. We will use reasonable commercial endeavours to provide you with reasonable advance notice of any scheduled non-emergency maintenance. We will resolve unplanned downtime of the Services as soon as reasonably practicable.

## USER DUE DILIGENCE

You are responsible for:

- Making all arrangements necessary for you to have access to the Service.

- Ensuring that all persons who access the Services through you are aware of these Terms and comply with them.

You agree to immediately notify us of any unauthorized use of your account or breach of any other breach of security.

To access our Services or some of our resources, you must accept these Terms, you must provide certain registration details or other information. All the information you provide must be correct, accurate, current, and complete. You must be registered with us to use our services.

You acknowledge that we may not provide you with our Services until we have received and verified all the information we require. We may decide whether to accept you based on the information we collect and verify. We will not be responsible for any loss arising out of your failure or delay in providing us with the information we require.

In the event of changes in any information provided to us, you are required to inform us within two (2) working days of such change.

You agree that all information you provide during your use of our Services or otherwise is governed by the [PRIVACY POLICY FOR FIBREWORLD TELECOMMUNICATIONS NETWORK LIMITED.pdf](#)

You agree that we may make, directly or using a third party, any inquiries we believe are necessary to verify the information you provide to us. We may keep records of your due diligence checks per our Privacy Policy.

## ABOUT THE SERVICES

We will provide you with fibre internet services. You also authorize FibreWorld to do all that is necessary for the provision of the Services to you, provided we comply with laws and regulations governing the provision of our Services.

We are dedicated to maintaining a high level of service availability. In the event of planned maintenance or unforeseen disruptions, we will make reasonable efforts to minimize downtime and provide advance notice when possible.

## ADDITIONAL SERVICE

You understand and acknowledge that by accepting these Terms, FibreWorld reserves the right to introduce additional services to you or refer you to a third party to provide additional Services.

## RESTRICTIONS

You agree not to:

- Engage in activities that threaten network stability and security including spamming, hacking, and transmitting harmful content.

Use the Services to commit fraud, embezzlement, or for any unlawful and/or illegal purposes.

Upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable with the Services.

Use the Services to harm or injure any third party.

- Upload, post, email, transmit, or otherwise make available any content that you do not have a right to make available under any law or 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) using the Services.

- Upload, post, email, transmit, or otherwise make available using the Services, any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.

- Upload, post, email, transmit, or otherwise make available using the Services, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam", "chain letters," "pyramid schemes," or any other form of solicitation.

- Upload, post, email, transmit, or otherwise make available using the Services, any material 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.

- Disrupt the normal flow of or otherwise act in a manner that negatively affects other users' ability to use the Services.

- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.

- Intentionally or unintentionally violate any applicable local, state, national or

# FIBREWORLD TERMS OF SERVICE



international laws and any regulations having the force of law.

Fibreworld reserves the right to monitor usage patterns, restrict speeds, suspend service, or terminate the Agreement if your use violates this clause.

## EQUIPMENT AND DEVICES

We will install our equipment at your premises and may provide equipment on a rental or purchase basis. You must not tamper with or relocate equipment without authorization. All equipment remains the property of Fibreworld unless purchased outright by you under a separate purchase agreement. Except where you have purchased the installed equipment, you shall have only a limited, non-transferable right of use in respect of the equipment strictly during an active subscription period, with no transfer of title or ownership at any time.

You shall not tamper with, alter, move, resell, sublet, assign, pledge, or otherwise dispose of the equipment without our prior written consent. Unauthorized relocation, interference, or misuse of the equipment shall entitle us to suspend or terminate our Services without liability and to immediately retrieve our equipment.

You will be fully and solely liable to bear the full cost of replacing routers or other hardware damaged, lost, stolen, or rendered defective as a result of power fluctuations, outages, or electrical faults; unauthorized tampering, relocation, or misuse; negligence, abuse, or failure to properly maintain equipment or Damage caused by third parties at your premises.

You agree to fully indemnify, defend, and hold harmless Fibreworld, its affiliates, agents, and employees against any and all claims, damages, losses, liabilities, or expenses arising from or relating to the use, misuse, damage, or failure of the equipment, including but not limited to those resulting from electrical issues or third-party interference.

If you fail to maintain an active subscription for a continuous period of six (6) months, we reserve the right, at our sole discretion, to deactivate the service and retrieve all installed devices (except those purchased outright) with or without prior notice. We may endeavour, but not obligated, to issue notice before retrieving or uninstalling our devices. If upon termination, or suspension, we are unable to recover our equipment for any reason attributable to you, we shall be entitled to invoice you the full replacement value of the equipment, payable immediately upon demand. We shall not be liable for any loss, damage, or inconvenience suffered by you due to service interruptions, downtimes, or equipment retrieval.

Your obligations under this clause, including liability for damage, loss, or non-return, shall survive the expiration, suspension, or termination of your subscription.

## USER WARRANTIES

You hereby represent, warrant, and agree:

- (a) To provide true, accurate, current, and complete information about yourself and any other information as may be required by us.
- (b) To maintain and promptly amend all information to keep it true, accurate, current, and complete. You must update us from time to time of any material change.
- (c) To bear all costs incurred by FibreWorld for the Service.
- (d) To grant FibreWorld, its agents, and technicians safe, reasonable, and timely access to your premises, facilities, and equipment for the purposes of installation, maintenance, repair, inspection, or retrieval of FibreWorld's devices. Refusal of access shall entitle FibreWorld to suspend or terminate the Service and invoice you for the full replacement cost of the equipment
- (e) That you have full capacity, authority, and all necessary licenses, permits, and consents to enter and exercise the rights, and perform your obligations under these Terms.
- (f) That your entry into and performance of these Terms do not:
  - (i) conflict with or result in the breach of or default under any provisions of your articles of association, memorandum of association, by-laws, or any other constituent documents or agreement that is binding on you. and
  - (ii) conflict with or result in the breach of any applicable law or other restrictions or obligations that you are subject to.
- (g) That you will use the Services only for lawful purposes and in compliance with these Terms.
- (h) That you will comply with all applicable laws in connection with these Terms and the performance of your obligations under the Terms.
- (i) That you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner to interfere with the operation of the Services. and

- (j) That you will not interfere with, disrupt, or cause any damage to the Services and other users of the Services.

You hereby grant an irrevocable, perpetual, worldwide, and royalty-free, sub-licensable license to us to display and use all information provided by you under the purposes outlined in these Terms and our Privacy Policy.

You are solely responsible for any use of the Services, and other features, you will use all reasonable endeavors to ensure that no unauthorized person will or could access the Services or other features of the Services.

## DISCLAIMER OF WARRANTIES

You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services or for any reconstruction of any lost data.

**WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECTION YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES OR FROM DOWNLOADING ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT.**

**YOUR USE OF OUR SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES IS AT YOUR OWN RISK. OUR SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH-RESPECT-TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.**

**WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

# FIBREWORLD TERMS OF SERVICE



## THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Non-reliance.** We work with third parties, including affiliates, to provide the best Services. If you receive information from a third party, you bear all risk and responsibility of relying on the information and will not have any claim against us for your reliance on such information.

## SERVICE FEE

The fee for the Services shall be as prescribed by FibreWorld from time to time (the “Service Fee”). We reserve the right to amend the fees payable for the Services. We shall notify you of the new fees a month before they take effect.

**Tax.** All amounts payable to us under these Terms are exclusive of all taxes and similar fees now in force or enacted in the future, which you will be responsible for and will pay in full without any set-off, counterclaim, deduction, or withholding unless prohibited by applicable law.

Where you are obliged by the applicable law to deduct withholding tax from any payment made to us:

- (a) you will promptly notify us of the requirement.
- (b) the Parties will make all necessary filings to ensure the provisions of any applicable tax laws apply to the payment.
- (c) you will pay to us such an additional amount as will result in the receipt by us of the full amount which would otherwise have been receivable had no withholding or deduction been payable.
- (d) you will pay the relevant authorities the full amount required to be deducted or withheld when due. and
- (e) you will promptly forward to us an official receipt (or a certified copy), or other documentation reasonably acceptable, evidencing payment to such authorities.

## REFUND

We will refund your fee where our Services are not available within or around your geographical location. We will suspend your subscription for our Services where our Services will be made available in your area within 90 days from the date of payment and notify you accordingly.

## INTELLECTUAL PROPERTY RIGHTS

The Services and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected under Nigerian copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Services for your commercial or personal use only. No right, title, or interest in or to the Services is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

## LIABILITY

**TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL, WE, OUR AFFILIATES OR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL PROVISIONS OR THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR SERVICES, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.**

**THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

## INDEMNITY

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Services, including, but not limited to, your user obligations, any use of the Services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Services.

## CONFIDENTIALITY

You undertake that all communication, content, intellectual property, or other information, and materials on the Services, either marked ‘confidential’ or is by its nature intended to be for your knowledge alone, shall be kept confidential.

Furthermore, any communication, content, intellectual property, or other information, and materials you obtain in terms of or arising from the use of this Services shall be treated as confidential and shall not be divulged or permitted to be divulged to third parties, without our prior written consent.

Please note that all obligations relating to Confidential Information under these Terms will continue after termination of the Terms of and termination of access rights hereunder.

## DISCLOSURE

We may disclose your information to:

- a) any of our branches, subsidiaries, holding companies, associated companies, affiliates, including any affiliate or a related entity.
- b) any agent, contractor, or service provider that we engage or propose to engage to carry out or assist us with our functions and activities who is under a duty of confidentiality to keep such information confidential.
- c) any person with whom we enter any assignment, fundraising agreement, share purchase agreement or other commercial agreement who is under a duty of confidentiality to keep such information confidential.
- d) any person to whom information is permitted or required (or expected) to be disclosed by any applicable law or regulation or pursuant to any order of a court. and
- e) any actual or proposed assignee or investor of all or any part of our business and/or assets and/or shares or interests of or in our business.

## TERMINATION

We reserve the right to terminate these Terms and provision of our Service to you, if:

- a) you breach any provision of these Terms.
- b) We are required to do so by law.
- c) you become insolvent or bankrupt.
- d) We choose to discontinue the Service being offered or discontinue operating the Services.
- e) The license for offering the Services is revoked. or
- f) You fail to pay your debt owed to FibreWorld.

We reserve the right to enforce the obligations contained herein, even when you have uninstalled the Services or after the termination of these Terms, until all your obligations are fulfilled.

Upon termination of these Terms, the rights granted to you under these Terms shall cease to exist. Notwithstanding anything contained in these Terms or otherwise, the termination of these Terms, for any reason whatsoever, shall not affect your obligations,

# FIBREWORLD TERMS OF SERVICE



including but not limited to repayment of any outstanding amount(s).

Upon termination, suspension, or expiration of your subscription, you shall promptly return all Fibreworld-owned devices in good working condition within seven (7) days of demand.

## NOTICE

All notices given by you to us must be given in writing and sent to [support@fibreworld.net](mailto:support@fibreworld.net) or any other mail address as may be provided from time to time.

We may give notice to you through email. Notice will be deemed received and properly served twenty-four (24) hours after the e-mail is sent. In proving the service of any notice, it will be sufficient to prove, that such an e-mail was sent to the specified e-mail address of the addressee.

## UNFAIR COMPETITION

You shall not use the Services, documentation or any other materials provided by us from time to time, including but not limited to our intellectual property rights or Confidential Information, to build a competitive product or service.

## GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and all disputes and matters arising from the Services (or its use) shall be governed by the laws of the Federal Republic of Nigeria.

In the event of a controversy, claim, or dispute arising out of or relating to these Terms, the Parties shall attempt in good faith to resolve such controversy, claim or dispute promptly by negotiation between the Parties or their authorized representatives. You shall, before exploring any other remedy in law, notify us of the dispute or complaint through our contact details. If Parties are unable to resolve the controversy, claim or dispute, the Parties shall be referred to mediation by a single mediator at the Lagos Multi-Door Courthouse ("LMDC") under the LMDC Rules and governed by the Lagos Multidoor Courthouse Law.

Each Party agrees that any dispute arising out of or in connection with the Terms will be conducted only on an individual basis and not in a class, consolidated or representative action.

## RECORDS

You agree that, except in the case of manifest error, our record of the Services we offer and of transactions carried out through our Services is conclusive evidence of its contents.

## OTHER LANGUAGES

These Terms are made in the English language. They may be translated to other languages for convenience only, and in the event of any inconsistency, the English language version will prevail.

## SEVERABILITY

If any provision of the Terms is determined to be invalid, unenforceable, or illegal by any court or tribunal, it will be deemed to have been deleted without affecting the remaining provisions. If such provision would be valid, enforceable, and legal if some part of it were modified or deleted, the provision will apply with the minimum modification necessary to make it legal, valid, and enforceable.

## ASSIGNMENT AND SUBCONTRACTING

You shall not assign your rights under these Terms, in whole or in part, without our prior written consent. Any attempt to do so will be void and constitute a material breach of these Terms.

We may assign these Terms, in whole or in part, or subcontract our obligations under it, without your consent.

## RELATIONSHIP

Nothing in these Terms will be construed as creating an agency, a partnership, or joint venture between the Parties, constitute any Party being the agent of the other Party or authorise any Party to make or enter any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

## WAIVER

No failure or delay by us to exercise any right or remedy provided under these Terms or applicable law, or a single or partial exercise of such right or remedy, will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy.

## VIOLATIONS

Please report any violations or grievances in relation to these Terms to the Company at [info@FibreWorld.net](mailto:info@FibreWorld.net)

## FORCE MAJEURE

We shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that are caused by events outside of our reasonable control ("Force Majeure Event").

A Force Majeure Event includes in particular (but without limitation) the following: strikes, lockouts or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural

disaster or Act of God, nuclear, chemical or biological contamination or sonic boom, impossibility of the use of public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government, the non-delivery or late delivery of products or Service to us by third parties, or any other event beyond a Party's reasonable control.

Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues.