

These General Terms & Conditions apply to all customers purchasing Qonèkt Business Fiber Internet services. By entering into a Services Agreement with Qonèkt, the Customer confirms that it has read, understood, and agrees to be bound by these General Terms & Conditions.

Important Definitions

- Services Agreement – Your service contract with Qonèkt, including these Terms & Conditions.
- Service – Your business internet connection and everything included with it.
- Service Equipment – Equipment we provide on loan (e.g. modem, UPS battery, Wi-Fi devices).
- Customer Equipment – Equipment you own (your laptop, smartphone, router, etc.).
- Service Location – The address where the service is installed.
- Fees – All monthly and one-time charges for the service.
- Business Day – Monday to Friday, excluding public holidays.
- Network – Qonèkt's telecommunications and internet network.

Applicability

These Terms apply to all Qonèkt business fiber internet service contracts.

What You Can Expect From Us (Service)

- We provide Business Fiber Internet service to the address listed on your Services Agreement.
- The Service may be used solely for the Customer's internal business operations. Resale, subleasing, or third-party provisioning is not permitted.
- We may make technical adjustments to improve or maintain service. Where reasonably possible, Qonèkt will provide advance notice.
- Any installation or delivery timelines provided are indicative and not guaranteed.
- Our responsibility ends at the Service Demarcation Point (where our cable/equipment enters your business location). We are not responsible for the functioning of your own devices, local network, Wi-Fi limitations, or third-party equipment.

Speed, Performance & Expectations

- The internet speeds mentioned in your Services Agreement are maximum speeds.
- Actual speeds may be lower due to Wi-Fi conditions, device limitations, network load, or third-party factors outside our control. Speed variations do not mean the service is defective.

Mesh Wi-Fi Extenders

- The Wi-Fi Coverage Guarantee is an optional, paid add-on to improve your Wi-Fi coverage on a best-efforts basis.
- If you subscribe to the Wi-Fi Coverage Guarantee, Qonèkt will provide the number of mesh Wi-Fi extenders. These mesh Wi-Fi extenders are provided on loan and remain the property of Qonèkt.
- Wi-Fi coverage and performance are not guaranteed. Actual results depend on factors outside our control, including building characteristics, construction materials, wireless interference, network conditions, and connected devices.

IP Addresses

- Qonèkt may assign one or more IP addresses to the Customer as part of the Service. The type and number of IP addresses (dynamic or static) are specified in the applicable Services Agreement.
- All IP addresses remain the property of Qonèkt. The Customer is granted a non-exclusive, non-transferable right to use the assigned IP addresses solely for its internal business operations and only for the duration of the Agreement.
- Qonèkt reserves the right to change, reassign, or renumber IP addresses for technical, operational, or regulatory reasons. Where reasonably possible, Qonèkt will provide advance notice.
- The Customer is fully responsible for all use of the assigned IP addresses and must ensure that such use complies with applicable laws and regulations. Any misuse, including but not limited to spam, hacking, or illegal activities, may result in immediate suspension of the Service.
- Upon termination or expiration of the Agreement, the Customer's right to use the assigned IP addresses shall automatically cease, and Qonèkt may reclaim or reassign such IP addresses without compensation.
- Qonèkt does not guarantee the reputation, availability, or uninterrupted usability of any IP address and shall not be liable for third-party blocking, blacklisting, or related consequences.

Fees & Payment

- The service is postpaid monthly. Invoices must be paid within the payment term stated on the invoice.
- In the event of late payment, Qonèkt may suspend the Service, without prejudice to its other rights, until full payment

has been received.

- Late payments may incur interest and a small administrative fee within legal limits.
- We may require a refundable deposit in specific cases.
- Each January, Qonèkt may adjust prices based on the Consumer Price Index (CPI). No adjustment will be made if your contract started less than three months before January.
- If you cancel during the Initial Term, or if service ends due to your breach, we may charge 100% of the remaining monthly fees for the rest of your contract period and any costs we must pay to third parties because of the cancellation.

Contract Duration & Ending the Service

- Unless otherwise stated in the Services Agreement, contracts have a 12-month Initial Term.
- After 12 months, the contract continues month-to-month.
- You may cancel at any time during the month-to-month phase with 1-month notice.
- Qonèkt may suspend or terminate if you materially breach the agreement (e.g.: non-payment or illegal use).
- Qonèkt may terminate the Agreement with immediate effect if the Customer becomes insolvent, applies for suspension of payments, or ceases its business operations.

Service Suspension

- We may temporarily suspend your service if:
 - You do not pay on time;
 - There is suspected fraud, illegal use, or misuse;
 - We must comply with a legal order;
 - We need to perform urgent repairs or maintenance.
- If suspension is caused by your actions, we may charge reasonable costs to suspend and/or restore service.

Your Responsibilities

- You must allow us reasonable access to your business location to install, maintain, or remove equipment.
- You agree to use our Service Equipment solely for the Qonèkt service, not to modify, move, or tamper with it, and to keep it safe and in good condition at all times. You must return the equipment within four (4) weeks after your service ends. If the equipment is not returned within this period, we may charge its replacement cost.
- You are responsible for the proper functioning of your own devices and business network
- You must not use the service for illegal or harmful activities, spread viruses, spam, or other harmful software, or hack, phish, or otherwise misuse network resources.
- You must follow any reasonable instructions from Qonèkt.

Fair Use Policy

To protect the network for all customers:

- We may monitor overall traffic patterns (not content) to maintain network quality.
- In cases of excessive or abusive usage, Qonèkt may require the Customer to take corrective measures.
- Usage that negatively impacts network stability, security, or other customers may result in traffic management or suspension.

Warranty & Liability

- The Customer uses the Service entirely at its own risk.
- The service is provided on a “best efforts” and “as-is” basis. Unless explicitly agreed otherwise in writing, the Service does not include guaranteed uptime, latency, or response times.
- We cannot control or guarantee information, products, or services found on the internet.
- We are not liable for delays, interruptions, mis-deliveries, data loss, or any indirect or consequential damages, including loss of income or reputation.
- If Qonèkt is found legally responsible, our liability is limited to the total amount you paid us in the last 3 months.

Force Majeure

We are not responsible for interruptions caused by events outside our control, such as: Severe weather, natural disasters, power outages, government actions, strikes, civil unrest.

Customer Data & Privacy

- We process your data only as needed to provide the service and in accordance with Curaçao privacy laws.
- We do not share your data with third parties except when required to deliver the service or by law.

- Where applicable, data processing obligations may be further governed by a separate data processing agreement.

Assignment

Qonèkt may transfer the agreement to another company as long as your service level and rights remain unchanged.

Changes to These Terms

- We may update these Terms & Conditions with 30 days' notice.
- If a change significantly disadvantages you, we will inform you and explain your rights.

Notices

All notices must be made in writing and delivered in a verifiable manner.

Entire Agreement

- This document and your Services Agreement form the entire agreement.
- No verbal statements can change the terms.

Governing Law

This Agreement is governed by the laws of Curaçao and disputes will be handled by the Courts of Curaçao.