

These Terms & Conditions apply to all residential internet services you receive from Qonèkt. By signing up for our service via the Services Agreement, you agree to these terms.

Important Definitions

- Services Agreement – Your service contract with Qonèkt, including these Terms & Conditions.
- Service – Your residential 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 residential internet service contracts.

What You Can Expect From Us (Service)

- We provide internet service to the address listed on your Services Agreement.
- You may use the service for your household only. You may not resell or share it with neighbours or tenants.
- We may make technical adjustments to improve or maintain service. If possible, we will notify you in advance.
- 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 home). We are not responsible for the functioning of your own devices, home 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 your own devices.

Fees & Payment

- The service is prepaid monthly and must be paid before the published due date.
- If payment is late, the service may be suspended until payment is 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 only suspend or terminate if you materially breach the agreement (e.g.: non-payment or illegal use)

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 property 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 home 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.

Multi-Tenant Properties

- Residential service is for one household only.
- Sharing with tenants or multiple units is not allowed unless a bulk agreement is in place.
- Unauthorized sharing is a material breach and may result in immediate suspension or termination.

Fair Use Policy

To protect the network for all consumers:

- We may monitor overall traffic patterns (not content) to maintain network quality.
- In cases of extreme or abusive usage, we may contact you to adjust your behaviour.
- In rare cases, we may temporarily limit certain traffic types.

Warranty & Liability

- You use the internet at your own risk.
- The service is provided on a “best efforts” and “as-is” basis.
- 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.

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

Notices must be in writing and delivered in a verifiable way (e.g., email with receipt, registered mail).

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.