



TekConnect Acceptable Usage Policy

General Notice

Thank you for reading TekConnect (Pty) Ltd's Acceptable Use Policy (AUP). By accessing this website, or by contracting with us for service, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website.

The purpose of this AUP is to comply with the relevant laws of the Republic; to specify to clients and users of our service/website what activities and online behaviour are considered an unacceptable use of the service/website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly.

TekConnect (Pty) Ltd respects the rights of our clients and users of our services to freedom of speech and expression; access to information; privacy; human dignity; religion, belief and opinion in accordance with our constitution. We undertake not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our network.

Unlawful Use

TekConnect (Pty) Ltd's services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic.

This includes:

Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.

Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.

Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover TekConnect (Pty) cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by TekConnect (Pty) Ltd's network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.

Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.

Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with TekConnect (Pty) on behalf of another subscriber without their consent.

Any violation of the exchange control laws of the Republic.

Any activity that results in the sale, transmission or distribution of pirated or illegal software.

Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal. Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, TekConnect (Pty) Ltd will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using TekConnect (Pty) Ltd's resources, including the provisioning of all personal identifiable data.

Prohibited Activities

The following sections outline activities that are considered an unacceptable use of Company's services/network/website and also detail the guidelines for acceptable use of certain facilities/services, as the case may be.

This includes:

Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by TekConnect (Pty) Ltd for this goal;

Any effort to use TekConnect (Pty) Ltd's equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");

Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;

Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person;

Any activity which threatens to disrupt the service offered by TekConnect (Pty) Ltd through "denial of service attacks", flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks;

Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus;

Trojan horse; worm, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.

Any unauthorised monitoring of data or traffic on the network without TekConnect (Pty) Ltd's explicit, written consent.

Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails.

Unsolicited, Spam and Junk mail

Spam and unsolicited bulk mail are highly problematic practices. They affect the use and enjoyment of services by others and often compromise network security. TekConnect (Pty) Ltd will take swift and firm action against any user engaging in any of the following unacceptable practices:

Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail;

Operating or maintaining mailing lists without the express permission of all recipients listed;

Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients;

Using TekConnect (Pty) Ltd's service to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services, that violate this AUP or the AUP of any other Internet service provider;

Including TekConnect (Pty) Ltd's name in the header or by listing an IP address that belongs to TekConnect (Pty) in any unsolicited email sent through TekConnect (Pty) Ltd's network or not;

Failure to secure a client's mail server against public relay as a protection to themselves and the broader Internet community. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed. TekConnect (Pty) Ltd reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user. TekConnect (Pty) also reserves the right to examine the mail servers of any users using TekConnect (Pty) Ltd's mail servers for hosting (when the user relays its mail via a TekConnect mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with TekConnect (Pty) Ltd's privacy policy.

Spam/Virus Filtering

TekConnect provides a spam and virus filtering system thorough a third-party application built in to the cPanel hosting platform to protect clients from unsolicited mail and viruses. The client acknowledges that this system might incorrectly identify a valid message as spam or as a virus and

consequently this message might not be delivered to the client. The client acknowledges and agrees that TekConnect (Pty) Ltd shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.

Webmail

Webmail and other web based email services made available by TekConnect (Pty) Ltd are provided on an "as is" basis without representations, warranties or conditions of any kind, and the client acknowledges and agrees that TekConnect (Pty) Ltd shall have no responsibility for, or liability in respect of, any aspect of the Webmail services, including without limitation for any lost or damaged data or any acts or omissions of TekConnect(Pty) Ltd As webmail storage space is limited, some Webmail messages may not be processed due to space constraints or message limitations.

Webmail is provided to individuals and for personal use only. Any unauthorised commercial use of the Webmail service, or resale of the Webmail service is expressly prohibited.

Email Restrictions

Shared Hosting

Online disk space limit Depending on which hosting package you have purchased, you will be restricted to how much email you can store on our servers. This limit is set according to data size, in MB. 1 MB is a million bytes of information, which is also equal to 1 000 KB (kilo bytes). Typically 1 byte is equal to 1 letter or number.

A small text-only email, would typically only occupy a few KB of disk space, whereas an email containing attachments, could be much more - up to a few MB. When someone sends you an email, the email gets sent from their computer, through their SMTP server, through our firewall server, and finally ends up in our mail server. This is where your mails wait to be downloaded by you. This is where you would accumulate the "online disk space."

Normally when downloading your mails via POP (the traditional way), your mail client, such as Outlook, would connect to our mail server, download all messages, and then tell our mail server to delete all of the downloaded messages off of the server. Therefore, if you connect to our mail server often, then chances of reaching the "online disk space limit" would be very slim. Some users prefer to have us store all of their emails on our mail server.

This requires the user to have a large hosting package with a high "online disk space limit." The advantages of storing mail on our mail server, is that you can view your messages from multiple computers and/or locations. Should you get close to your disk space limit, we will send you notifications via email to warn you of this. Remember that your disk space usage is allocated as an average over the whole month.

Email size limit

There is a size restriction of 25 MB on any email that you send out. This size limit dictates the maximum size of all your attachments to one email. Keep in mind that being able to send or receive an email of eg.10MB size, you and the person you are sending to will need to have an internet connection of up to or above 10MBps in order for a email of that size to be sent or received. It is

thus best practice to not send emails larger than 5MB ensuring that recipients with a slower connection may still be able to receive your mail.

Recipients limit

The maximum amount of recipients that you can send to in one email is 25. This includes CCs and BCCs. Emails per hour limit: The maximum amount of emails you may send per hour is 350. This includes CCs and BCCs; for example, if you send 1 email and CC 5 recipients, then this counts as 6 emails. Legal: The User undertakes to use TekConnect (Pty) Ltd.'s services in accordance with any restrictions imposed under the following legislation:

- Electronic Communications and Transactions Act 25 of 2002;
- Electronic Communications Act 36 of 2005;
- Regulation of Interception and Provision of Communication-Related Information Act 70 of 2003. All cases of violation of the above Acceptable Usage Policy should be reported to info@tekconnect.co.za

DOMAIN SERVICES - TERMS AND CONDITIONS

TekConnect (Pty) shall in accordance with the Account Holder's instructions as set out in this application form and at such charge specified in the main order form procure the registration, transfer, modification and / or forwarding of a domain name for the Account Holder.

The Account Holder acknowledges that such the registration, transfer, modification and / or forwarding of a domain name is subject to the rules and regulations of the authority responsible for registrations and that TekConnect (Pty) cannot guarantee the registration of the domain selected by the Account Holder.

The Account Holder hereby warrants that it is the lawfully entitled owner of the domain name, or has the consent of the owner to use such domain name and that in using the domain name it has not violated any intellectual property rights of whatever nature of any person who may lawfully claim title of whatever nature to such domain name and hereby indemnifies and holds TekConnect (Pty) free from any liability and any claims of whatever nature howsoever arising as a result of the use of the domain name.

The Account holder acknowledges that in the event of a suspension/disconnection due to non payment for services rendered, which is outstanding for a period of over 30 (Thirty) days without remedy, TekConnect (Pty) at its sole discretion may :

Take ownership of such domain names at its own cost, for Resale to other parties or for own use. The Account Holder agrees to indemnify and hold harmless TekConnect (Pty) from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by TekConnect (Pty), (collectively, Claims) related to or in connection with TekConnect (Pty) taking over such domain name ownership.

Issue a deletion request for the domain at the specific registration authority.

The Account Holder agrees to refund to TekConnect (Pty) the costs levied by registration authorities in procuring the registration of the domain name.

A fee of R25-00/per month will be charged should you just "park" your domain name on our servers

WEBSITE AND HOSTING - TERMS AND CONDITIONS

1. TekConnect (Pty) shall, in accordance with the account holder's choices indicated on the account holders application form:
2. Host an account for you, the Account Holder, from the date upon which the Agreement Document was signed until official cancellation has been processed.
3. Permit users of the Internet, access to the Website, limited to a maximum monthly data traffic allowance of bandwidth measured in megabytes as set out in the application form and subject to such additional charges as set out in the application form;
4. Provide such platform as set out in the application form; Allocate the Account Holder disk space on TekConnect (Pty) 's server as indicated on this application form;
5. Take such steps as TekConnect (Pty) regards as reasonable to secure the Account Holder's Website from unauthorized access;
6. The then current contract will be automatically renewed at the end of the term and each successive renewal term, unless terminated by the customer.
7. We require written notification of cancellation of a service with 30 days prior to the renewal date. If a contract is cancelled before the term of the said contract is completed an early cancellation fee will apply.
8. You must have all account information to cancel and send your notification via email to accounts@tekconnect.co.za. If you do not provide this notice, you will be charged for the next terms rate.
9. There are no refunds on a-la-carte services.
10. Website deposits are non-refundable.
11. Support hours not used in a month will expire at the end of that month and will not be transferable to the next month.
12. The Virtual Web Server Internet account and/or related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws.

Further, the Account Holder agrees not to store, transmit, link to, advertise or make available any images containing pornography.

13. Violations of these or any other provisions of this Agreement may result in termination of the services provided by TekConnect (Pty), with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of TekConnect (Pty) based upon the severity of the violation.
14. TekConnect (Pty) reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of TekConnect (Pty) then current Acceptable Use Policy, in the sole and absolute opinion of TekConnect (Pty).
15. Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder.
16. TekConnect (Pty) shall not be liable for any illegal software or licenses.
17. In the event that the client fails to cooperate by providing the necessary resources to complete their website project and legal steps are taking the client will be held responsible for the full amount outstanding as per the remaining term of their contract.
18. Website Contracts Only: When a domain is registered, transferred or pointed to a TekConnect (Pty) server a standard hosting fee depending on your hosting package will become payable. Once the project is completed the monthly amount will be automatically updated according to the hosting / retainer fee indicated on the Account Holder's contract.
19. The Account Holder agrees to indemnify and hold harmless TekConnect (Pty) from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by TekConnect (Pty), (collectively, Claims) related to or in connection with the content of the Account Holder's website.
20. Any domain transferred to TekConnect (Pty) will be hosted by the company for a minimum term of 2 (two) months.
21. In the event that the client is using a Content Management System (CMS) the client fully indemnifies TekConnect (Pty) of any, including but not limited to, damage, instability or down-time caused on the website while the client or any third parties were working on the system. TekConnect (Pty) will strive to protect and maintain the integrity of your website within the reasonable bounds of the signed and paid for service package.
22. The client shall not copy, distribute or engineer the proprietary info or intellectual property of TekConnect (Pty) at any time, in whole or in part, without the prior express, written consent of the TekConnect (Pty).
23. Except as otherwise expressly provided herein, TekConnect (Pty) owns and shall retain all of the right, title and interest in and to the proprietary information and intellectual property of

- any work done by TekConnect (Pty), and the client shall not make any claim to the contrary. The said intellectual property can be released at a cost determined on a "case to case" basis.
24. TekConnect (Pty) reserves the right to withhold the FTP details for any domain hosted by it and will not release these details to anyone without its express consent.

The terms of this Section will survive any termination of this Agreement.

Uncapped Wireless / ADSL internet Services

It is our goal to protect the integrity of our network, in order to provide the best possible internet experience for all of our clients using all, Uncapped services and as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available.

To ensure that all customers have fair and equal use of the Uncapped service and to protect the integrity of the network, TekConnect (Pty) Ltd reserves the right and will take necessary steps to prevent improper or excessive usage thereof. TekConnect (Pty) Ltd may undertake the following action(s) to ensure fair and equal network performance for all customers:

- Adjusting the throughput of the aforementioned service based off the current and historic usage of the service.
- Limiting or preventing service through specific protocols and/or ports.
- Continuous excessive usage of a service may result in termination of the Uncapped ADSL/Wireless account.
- Any attempt to bypass Shaping Policies may result in termination of the Uncapped ADSL/Wireless account. TekConnect (Pty) Ltd.'s Uncapped solution is a prioritised service, based off available network capacity along with current and historic usage trends.

Mobile Data

Mobile data is a monthly billed service unless otherwise stated. Mobile Data is subject to the same Terms and Conditions as Wireless data, for the purposes of Payment, Termination and Monitoring of Usage except where specified.

Mobile Data is subject to the Regulation of Interception and provision of Communication-related information Act where applicable (RICA). When a purchase for mobile data is made it is deemed that you have read, understood and accepted all Terms & Conditions pertaining to the purchase.

If you have any queries please contact us before making any purchase for any service through this website, our 24 hour, 7 day a week support number is

0861 48 7767 (IT PROS)

Coverage and Signal Availability

Service delivery of Mobile data is dependent on signal availability and demand for data services in any particular area. TekConnect (Pty) Ltd. does not warrant or guarantee service for any specific

areas, whilst every effort will be made to give clients an indication of possible service (via the Testing of signal at a client's premises with a SIMcard and data unit). TekConnect (Pty) Ltd. accepts no liability should the aforementioned results and speeds differ to actual data service experienced.

Cancellation of Data

If a data product is cancelled the SIM card linked to the product including any unused data will be cancelled on the requested date. If the client has opted to use their own SIM, the TekConnect (Pty) Ltd Mobile Data service will be discontinued on their selected SIM. Once cancellation of the SIM has taken place it cannot be reactivated.

Failure to Pay

Should we not receive payment for data purchased the data together with the SIM provided will be cancelled. If the client has opted to use their own SIM, the TekConnect (Pty) Ltd Mobile Data service will be discontinued on their selected SIM. Once the SIM has been cancelled it cannot be reactivated.

SUSPENSION/DISCONNECTION OF SERVICE

TekConnect (Pty) may from time to time and without notice, suspend and/or disconnect a Account Holder from the service in any of the following circumstances:

During any technical failure, modification or maintenance of the Service, provided that TekConnect (Pty) will use its reasonable endeavours to resume the service as soon as possible;

Should the Account Holder fail to comply with any of the Terms and Conditions of this agreement, including failure to pay any charges due, until the breach, if capable of remedy, is remedied, or does, or allows to be done, anything which in TekConnect (Pty) 's opinion may have negatively affected the operation of the Service.

If the Account Holder fails to make the required payment for such monies due to TekConnect (Pty) for subscription to the service, and/or in the event of a Account Holder being in arrears on either monthly or annual payments, with no attempt from the Account Holder to resolve.

TekConnect (Pty) reserves the right to levy a re-connection charge, an amount determined and calculated at the discretion of TekConnect (Pty), payable by the Account Holder on invoice, for any request to be reconnected to the Service, and irrespective of how the Service was suspended or disconnected.

Notwithstanding any suspension of the Service in terms hereof, the Account Holder shall remain liable for all charges due throughout the period of suspension unless TekConnect (Pty) in its sole discretion determines otherwise in writing.

In the event of 30 days of non-payment, you agree to TekConnect (Pty) 's right to place a "Account Suspended" page on your domain. Furthermore you agree that DNS of your domain will remain unchanged until full payment for the outstanding balance on your account has been received by TekConnect (Pty)

DISCLAIMER FOR LIABILITY

Although TekConnect (Pty) shall use reasonable endeavours to provide disaster recovery, TekConnect (Pty) does not specify any recovery time, nor shall TekConnect (Pty) be liable for any loss or damage of whatever nature incurred or suffered by the Account Holder from any cause whatsoever as a result of TekConnect (Pty) failure to provide, or delay in providing, or providing only partial, disaster recovery. The Account Holder is accordingly advised to make back-ups of its data. Nothing contained in this paragraph should be construed as a representation that any back-ups of data implemented by Account Holder will be successful or in any way will avoid disaster.

The Account Holder shall have no claim against TekConnect (Pty) and the Account Holder hereby indemnifies and holds TekConnect (Pty) free from liability in respect of any loss or damage by:

Caused by or arising from any fact or circumstances beyond the reasonable control of TekConnect (Pty) If such loss or damage is consequential or incidental loss or damage; or

Any downtime, outage, interruption in or unavailability of the server or the TekConnect (Pty) network as a result of or attributable to any of the following causes:

Software service, repairs, maintenance, upgrades, modification, alterations or replacement;

System downtime for any reason (including, but not limited to, service, repairs, routine maintenance, agreed maintenance, environmental maintenance, upgrades, modifications, alterations, replacement or a relocation of premises);

The damage, contamination or corruption of any kind of the server or any of the Account Holder's data, material, information and/or content howsoever occasioned;

Any inaccuracies in the impression statistics given to the Account Holder or in the page counter on the Account Holder's website;

Any breakdown of whatever nature and howsoever arising in any of the services provided by Telkom (including, but not limited to, line failure) or in any international services or remote mail servers;

The non-performance or unavailability, of whatever nature and howsoever arising, of external communications networks to which the server or the TekConnect (Pty) network is connected;

Any infringement of the Account Holder's rights of privacy and/or any other like rights (including those of any other person or entity), by any person whomsoever arising from the hosting of the Account Holder's website in terms of this agreement;

Any breach of security by any third party or any breach of confidentiality by a third party or otherwise arising from any access howsoever obtained by a third party to the Account Holder's information, data or content;

The service, repairs, maintenance, upgrades, modification, alterations or replacement of hardware forming part of the server or any faults or defects of whatever nature in the hardware;

Any service, repairs, maintenance, upgrades, modification, alterations, replacement or work of any nature done on the server by any third party;

TekConnect (Pty) reserves the right to take whatever action it deems necessary at any time to preserve the security and reliable operation of the TekConnect (Pty) network and the Account Holder undertakes that it will not do or permit anything to be done which will compromise the security of the TekConnect (Pty) network.

Without limiting the foregoing, as a result of any fact, cause or circumstances whatsoever and howsoever arising if TekConnect (Pty) has substantially performed its obligations under this agreement.

You agree that:

TekConnect (Pty) may establish limits concerning use of any TekConnect (Pty) service offered on any TekConnect (Pty) website, including without limitation the maximum number of days that e-mail messages will be retained by any TekConnect (Pty) service,

the maximum number of e-mail messages that may be sent from or received by an account on any TekConnect (Pty) service, the maximum size of an e-mail message that may be sent from or received by an account on any TekConnect (Pty) service,

The maximum disk space that will be allotted on TekConnect (Pty)'s servers on your behalf either cumulatively or for any particular service. You agree that TekConnect (Pty) has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any TekConnect (Pty) service. You acknowledge that the features, parameters (for example, the amount of storage available to Account Holders) or existence of any TekConnect (Pty) service may change at any time.

The responsibility of all passwords and other related sensitive information is assumed by the account holder, should any additional fee's arise from resource consumption due to poor credentials (such as, but not limited to blank passwords or "test" accounts) no fault shall be levied on TekConnect (Pty).

INDEMNITY

The Account Holder indemnifies and holds TekConnect (Pty), its employees, agents, dealers and/or distributors harmless against all losses, injury, damage, penalties and/or Claims of whatsoever nature and howsoever arising from or in connection with the service.

The Account Holder agrees to indemnify and hold TekConnect (Pty) harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder.

The Account Holder and TekConnect (Pty) will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.

Acceptance of Terms

I accept and understand that:

The service will be subject to:

Provisions of the Electronic Communications Act No 36 of 2005 ("the ECA"). Telkom's Public Switched Telecommunications Service License Conditions, SAIX & MTN Conditions of Service as amended from time to time. (A copy of these conditions is available from Telkom, SAIX & MTN).

I will rent the service for the contract term as indicated in this order. Cancellation via client panel or by signed cancellation form including the signatory's ID copy is the accepted cancellation method.

Should I/we fail to pay my/our account I/we shall be liable for any resultant collection, tracing and/or legal fees.

TekConnect (Pty) Ltd will be entitled to verify the information contained on the client's order form and generally make enquiries it deems necessary. TekConnect (Pty) Ltd will also be entitled to furnish any information regarding the client's account with TekConnect (Pty) Ltd and his compliance with these conditions to any credit bureau / Bank.

I/we hereby indemnify TekConnect (Pty) Ltd against any damage, loss, claims or cost that may result from the work being done in connection with the connection and / or removal of the service.

The ADSL service is sold as a best effort service and does not provide any guaranteed throughput to the world wide web.

All links provided here-in where you are directed to a different page or site remain part of these Terms & Conditions, by accepting these Terms & Conditions you are accepting the Terms and/or Policies represented on these pages.