Broadband Acceptable Use Policy

What is a Fair usage policy?

The following list details all the uses of IPCommunications (Pty) Ltd's ("IPComms") Internet services that we consider unacceptable - in other words, unfair usage. IPComms maintains and promotes a policy of fair and acceptable usage at all times, so please ensure that any use of IPComms services, by yourself, your customers (if you are a partner), or anyone in your household or office doesn't in any way contradict the restrictions listed below.

Please ensure that anyone who use your IPComms Internet service agrees with this Policy and is aware of their obligations under it.

What can IPComms' services not be used for?

1. Unlawful, fraudulent, criminal or otherwise illegal activities
2. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person
3. Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters except as permitted by Law.
4. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by IPComms or any other Internet user or person
5. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person
6. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material
7. Anything that may disrupt or interfere with IPComms' network or services or cause a host or the network to crash
8. Launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network
9. Granting access to your IPComms services to others not residing at (for Standard or Home) or located at (for Business) the premises at which these Internet services are provided
10. Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments
11. Circumventing the user authentication or security process of a host or network

12. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data
13. Peer to Peer filesharing, Torrents and other such services usually associated with the distribution of pirated software and content.

What about security?

You are responsible for ensuring that any confidential account information held by you remains confidential so that the network cannot be used by any unauthorised person.

The Account information referred to includes, but is not limited to, those controlling access to (a) any computer hardware systems or networks; (b) any computer software or applications; or (c) any other services accessed by you in the use of either of the above.

You shall not disclose any account information to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights. You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network. You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.

What about usage by others without you knowing?

You are responsible for all uses made of IPComms Internet services through your account (whether authorised or unauthorised) and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that IPComms is not responsible for any of your activities in using the network. Although the Internet is designed to appeal to a broad audience, it's your responsibility to determine whether any of the content accessed via IPComms' Internet service is appropriate for children or others in your household or office to view or use.

Anything else you should know?

IPComms does not accept the sending of Spam email through its services and reserves the right to block any emails that have the characteristics of spam. You'll be contacted by IPComms if any emails sent by you are blocked for this reason. Any spamming activity may result in suspension or termination of your service at IPComms' option and sole discretion.

What about excessive network usage?

If it is determined that any customers Internet activities are so excessive that other customers are detrimentally affected, IPComms may give the customer generating the excessive web traffic a written warning (by email or otherwise). In extreme circumstances, should the levels of activity not immediately decrease after the warning, IPComms may terminate that customer's services.

What happens if the Policy is breached?

If any customer's use of these services constitute a breach of this Policy, IPComms may, at its option and discretion, either give the customer notice to stop the unacceptable use(s) or terminate that customer's services (with or without notice as IPComms considers appropriate).

To report any illegal or unacceptable use of IPComms services, please send an email to support@ipcomms.co.za