

# WICOTEL FIBRE: TERMS OF SERVICE

## INTRODUCTION

Wicotel prides itself in providing a superior Internet experience to its customers. Unfortunately for legal purposes, we have to do this write-up. If we may quote the Linux fellas:

It usually boils down to these three things:

1. Respect the privacy of others.
2. Think before you type.
3. With great power comes great responsibility.

## APPLICABLE DOCUMENTATION

Wicotel reserves the right to revise, amend or modify this Terms of Service (TOS) from time to time without notice by posting a new version of this document to the Wicotel website at <http://www.wicotel.co.za> (or any successor URL(s)). All revised copies of the TOS are effective immediately upon posting and supersede previous versions. Accordingly, customers and users of the service should regularly visit our web site and review this TOS to ensure that their activities conform to the most recent version of TOS documentation. In the event of a conflict between any subscriber or customer agreement and this TOS, the terms of this TOS will govern. It is the responsibility of all Internet customers to comply with this TOS and all Wicotel policies. Failure to comply with these or any other policies could result in the suspension or termination of the service. If you do not agree to comply with all of these policies including the TOS, you must immediately stop use of the service and notify Wicotel so that your account may be closed. Wicotel reserves the right to terminate the service and the subscriber agreement immediately.

## INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Wicotel, its affiliates and its and their respective owners, investors, contractors, officers, directors, members, managers, partners, shareholders, licensors, suppliers, customers, employees, agents, third-party advertisers, technology providers and service providers from and against any loss, damage, cost, or liability (including, reasonable attorneys' fees) resulting from or relating in any way to any claim, demand, action or proceeding that arises out of this Agreement or the service, including but not limited to in relation to your use, non-use or misuse of, or connection to any product or service as provided by Wicotel.

Although we do everything in our power to limit interruption of service, you understand that 100% uptime is impossible, and you agree to indemnify Wicotel from any loss you may suffer due to downtime. You furthermore agree to pay your account in full irrespective of amount of downtime suffered. Unlike Wicotel's Supreme Product, our home offering that relies on OpenServe does not offer any form of any kind of SLA whatsoever.

## ACCOUNT AND PAYMENT

Wicotel relies on OpenServe to provide the fibre offering, OpenServe is an entity on it's own and Wicotel have no control over their service. You agree to pay your monthly account, irrespective of whether or not OpenServe provides you with service. Payments must reflect in Wicotel's bank account before the last day of the month. You understand that not paying on time will result in disconnection. You also understand that for any re-connection a fee will be charged. Wicotel require a calendar month notice period for cancellation of account.

## SUPPORT, CALLOUT AND WARRANTIES

Callouts are seen as an additional optional service we provide. Therefore callouts are always charged unless the problem is found to be upstream (ie anything from or beyond the mast the subscriber connects to). Although equipment may be under warranty, the service to find the fault on the customer's premises, reprogram or reconfigure the equipment are not covered by the warranty.

Warranties does not cover any form of ESD such as lightning or power surges.

Wicotel only warrant equipment if and only if the original invoice can be presented. No invoice, no warranty.

Wicotel might refer third parties, or technicians in their own capacity, to provide IT support or assist with callouts. This courtesy is to save the customer costs by not having to pay additional intermediary fees to Wicotel. The applicable party that handled and charged for the callout warrants it. Wicotel is indemnified from any issues or warranty claims that may arise from such a callout.

We take care to not break or cause any damage to any of the customer's property, buildings or equipment. However you agree to indemnify Wicotel from any loss or damage that may be incurred due to the services rendered. It is the customer's responsibility to ensure that Wicotel do not perform any drilling that might cause damage to the building structure, plumbing or electrical wiring.

## PROHIBITED USES AND ACTIVITIES

Prohibited uses of the Wicotel network include, but are not limited to:

- Undertake or accomplish any illegal or unlawful activity.
- Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful
- Attempt to gain unauthorized access to any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorised to access, or probing the security of other hosts, networks, or accounts
- Use or distribute tools designed or used for compromising or circumventing security, such as but not limited to password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs.
- Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorised by the destination host and/or network. Unauthorised port scanning, for any reason, is strictly prohibited
- Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the service or any Wicotel host, server, backbone network, base station, node or service, or otherwise cause a performance degradation to any Wicotel facilities used to deliver the service
- Connect multiple computers behind the user terminal to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this TOS
- Distribute programs that remove locks or time-outs built into software (cracks)
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity
- Service, alter, modify, or tamper with any equipment linked to Wicotel's network, permit any other person to do the same who is not authorized by Wicotel
- Collect, or attempt to collect, personal information about third parties without consent
- Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host
- Violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.
- Abuse the network or violate the Wicotel Fair Usage Policy (Not applicable to Supreme customers)

## SECURITY

You are responsible for any misuse of the service, even if the misuse was committed by a friend, family member, or guest with access to your service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the service by, for example, strictly maintaining the confidentiality of your username and password. In all cases, you are solely responsible for the security of any device you choose to connect to the service, including any data stored or shared on that device. Wicotel recommends against enabling file or printer sharing of any sort unless you do so in strict compliance with all security recommendations and features provided by Wicotel and the manufacturer of the applicable file or printer sharing device. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

The user may not circumvent user authentication or security of any host, device, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, device, or network (referred to as "denial of service attacks"). The host, device, network or account shall also not be used for any illegal purpose, including phishing.

Where it is found that that is a violation of the Wicotel system or network security by the user are prohibited, and may result in civil or criminal liability.

Wicotel reserves the right to investigate incidents involving such violations and will involve and co-operate with law enforcement officials of the South African Police Services or any other Law Enforcement officials worldwide if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorization of Wicotel
- Unauthorized monitoring of data or traffic on the network or systems without express authorization of Wicotel
- Interference with service to any user, device, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks
- Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.

## INAPPROPRIATE CONTENT AND TRANSMISSIONS

Wicotel reserves the right to refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither Wicotel nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the service. However, Wicotel and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this TOS and to disclose, block, or remove them in accordance with the Subscriber Agreement and any other applicable agreements and policies.

## PROTECTION OF MINORS

You must ensure that when children access the Internet services are monitored and that they do not access website that have illegal content, including but not limited to pornographic content and gambling. You also guarantee that you will lock the Internet services with a password to prevent unmonitored access.

## VIOLATION OF TERMS OF SERVICE POLICY

Wicotel does not routinely monitor the activity of service accounts for violation of this TOS. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service. Although Wicotel has no obligation to monitor the service and/or the network, Wicotel and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the service, to identify violations of this TOS, and/or to protect the network, the service and Wicotel users. Wicotel prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the service is used in a way that Wicotel or its suppliers, in their sole discretion, believe violate this TOS, Wicotel or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, recouping the user terminal device and the immediate suspension or termination of all or any portion of the service. Neither Wicotel nor its affiliates, suppliers, or agents will have any liability for any of the responsive actions. These actions are not Wicotel exclusive remedies and Wicotel may take any other legal, technical or financial action it deems appropriate. Wicotel reserves the right to investigate suspected violations of this TOS, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Wicotel servers and network. During an investigation, if Wicotel decides to investigate, it may suspend the account or accounts involved and/or remove or block material that potentially violates this TOS. You expressly authorize Wicotel and its suppliers to cooperate with law enforcement authorities in the investigation of any suspected legal violations in order to enforce this TOS. This cooperation may include Wicotel providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, physical address and other account information. Upon termination of your account, Wicotel is authorized to delete any files, programs, data and e-mail messages associated with your account. The failure of Wicotel or its suppliers to enforce this TOS, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this TOS is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold Wicotel and its affiliates, suppliers, and agents harmless against all claims and expenses (including legal costs) resulting from you engaging in any of the prohibited activities listed in this TOS or resulting from your violation of the TOS or of any other posted TOS policy related to the Service. Your indemnification will survive any termination of the Subscriber Agreement.

## ABUSE

If you suspect that you have been the victim of activities which are in violation of the Wicotel TOS, Wicotel will take appropriate action to investigate and attempt to resolve the alleged violation. If you feel that you have been a victim of Internet abuse which took place in part or completely on the Wicotel Network, please report the incident

## CUSTOMER CARE, COMPLAINTS AND DISPUTE RESOLUTION

Customers may direct any queries and/or problems in connection with the services, products or equipment that has been supplied, installed or maintained by Wicotel or report any faults to Wicotel by phoning 062 629 2758 or via email to [qaunit@wicotel.com](mailto:qaunit@wicotel.com). If the customer has not received any feedback or wishes to escalate the matter, they can phone 079 524 3109 or email [christie@wicotel.com](mailto:christie@wicotel.com). Though we always attempt to resolve all complaints ASAP we see a fair maximum time to resolution, pending the nature of the case, 14 (fourteen) business days. Should Wicotel not resolve a complaint to the customer's satisfaction within 14 days, the customer may refer a complaint to ICASA, phone 011 566 3000, email [complaints@icasa.co.za](mailto:complaints@icasa.co.za), to mediate or decide consumer disputes.

