



Terms of Use (Acceptable Use Policy)

At Fixed Mobile Telecoms, we are committed to doing the right thing, and doing the right thing is at the very heart of our business operations. Our employees are expected to respect the rights of others, and we seek to work only with suppliers and partners equally committed to doing the right thing and who maintain high ethical standards.

This Acceptable Use Policy applies to all persons and entities (collectively, "customers") using the products and services of Fixed Mobile Telecommunications (Pty) Ltd.

The intent of this policy is to protect the security, integrity, reliability, and privacy of both the Fixed Mobile network and the products and services we offer to our customers.

Fixed Mobile reserves the right to modify this policy at any time, effective immediately upon posting of the modification.

Your use of Fixed Mobile's products and services constitutes your acceptance of this Acceptable Use Policy in effect at the time of your use. Violations of this Policy and the Acceptable Use Policies of other providers can severely affect the provision of various services. Please report violations of this policy to abuse@fixedmobile.com

We can't control the data passing over our network, you are solely responsible for any and all acts and omissions that occur during or relating to your use of the service, and you agree not to engage in any unacceptable use of the service.

You undertake to use Fixed Mobile's services in accordance with any restrictions imposed under the following South African legislations:

- Electronic Communications and Transactions Act 25 of 2002
- Electronic Communications Act 36 of 2005
- Films and Publications Act 65 of 1996 (as amended)
- Regulation of Interception and Provision of Communication-related Information Act 70 of 2003

This policy forms part of Fixed Mobile's standard terms and conditions of service.

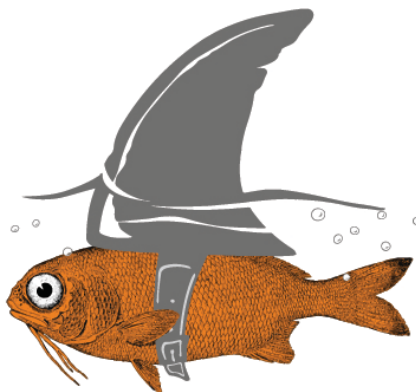
What we don't allow

Unacceptable use includes, but is not limited to, any of the following:

1. Posting, transmission, re-transmission, or storing material on or through any of Fixed Mobile products or services, if in the sole judgment of Fixed Mobile such posting, transmission, re-transmission or storage is;
 - In violation of any law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations)
 - threatening or abusive
 - obscene
 - indecent
 - defamatory
 - child pornography
 - unlawful hate-speech

Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.

2. Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the customer.
3. Resale of Fixed Mobile's products and services without the express prior written consent of Fixed Mobile (unless you are an authorized reseller).
4. Deceptive marketing practices.
5. Actions that restrict or inhibit anyone - whether a customer of Fixed Mobile or otherwise - in his or her use or enjoyment of Fixed Mobile's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
6. Introduction of malicious programs into the Fixed Mobile network or servers or other products and services of Fixed Mobile (e.g., viruses, trojan horses and worms).
7. Causing or attempting to cause security breaches or disruptions of Internet communications.
8. Executing any form of network monitoring that will intercept data not intended for the customer.
9. Circumventing user authentication or security of any host, network or account.
10. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
11. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.



Not YOUR average ISP
Telecoms Partner

www.fixedmobile.com