

Acceptable Usage Policy

By accessing our website, contacting us, using any of our month to month services, you agree, without limitation or qualification, to be bound to our policy and the terms and conditions it contains.

Technolutions respects the rights of our customers 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.

As we are required to comply with the relevant laws of the Republic; to specify to customers and users of our service what activities and online behaviour are considered an unacceptable use of the service; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities. Direct any queries to our customer services on e-mail: care@o-it.co.za

Unlawful Use

Technolutions service may only be used for lawful purposes and activities. We prohibit any use of our network, including the transmission, storage and distribution of any material or content that violates any law or regulation of the Republic.

This includes:

1. Any violation of local and international laws prohibiting child pornography; obscenity; discrimination and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
2. 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.
3. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover Technolutions cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by Technolutions network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.
4. Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.
5. 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 Technolutions on behalf of another subscriber without their consent.
6. Any activity that results in the sale, transmission or distribution of pirated or illegal software.
7. 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.

Prohibited Activities

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

Threats to Network Security

Any activity which threatens the functioning, security and/or integrity of Technolutions network is unacceptable. This includes:

- Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures;
- Any effort to use Technolutions equipment to circumvent the user authentication or security of any host, network or account;
- Spoofing of any TCP-IP packet header or any part of the header information in an e-mail;
- 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 Technolutions 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 Technolutions explicit, written consent; and
- 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.

Public Space and Third Party Content and Sites

By accepting and reading this usage policy, and utilising in signing any form of service with Technolutions, you acknowledge that Technolutions has no power to control the content of the information passing over the Internet in what so ever form, and that Technolutions cannot be held responsible or liable, directly or indirectly, for any of the abovementioned content, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

Technolutions employees do not moderate any of public spaces, or your communications, transmissions or use of public services. We do not undertake any responsibility for any content contained therein, or for any breaches of your right to privacy that you may experience as a result of accessing such spaces.

Unsolicited, Spam and Junk Mail

Technolutions will be required to take action if any of the below events occur:

1. Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail;
2. Operating or maintaining mailing lists without the express permission of all recipients listed;
3. Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients or a recipient who has indicated s/he wishes to be removed from such list;
4. Using Technolutions 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.
5. Including Technolutions name in the header or by listing an IP address that belongs to Technolutions in any unsolicited e-mail whether sent through Technolutions network or not.
6. Failure to secure a customer'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. Technolutions 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. All relay checks will be done in strict accordance with Technolutions privacy policy.

Spam/virus Filtering

Technolutions provides multiple spam and virus filtering system to protect customers from unsolicited mail and viruses. The customer 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 customer. The customer agrees to utilize the mail message sent to release and "white list" such mails. The customer also acknowledges and agrees that Technolutions shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.

Technolutions reserves the right to examine incoming or outgoing mail to the extent necessary to determine if it is classified as spam.

Protection of Minors

Technolutions prohibits customers from using Technolutions service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography.

Privacy and Confidentiality

Technolutions respects the privacy and confidentiality of our customers and its users of all our services. Please review our privacy policy.

User Responsibilities

It is the Customer's responsibility to ensure no unauthorized use of any services of the Customer and the misuse of any services of Technolutions.

Technolutions urges customers not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the customer and Technolutions cannot be held liable for the Customer being placed on any bulk mailing lists as a result of opening any RANSOMWARE e-mails.

Where the customer has authorised a minor to use any of the Technolutions services or access its websites, you accept that as the parent/legal guardian of that minor, you are fully responsible for: the online conduct of such minor; controlling the minor's access to and use of any services or websites; and the consequences of any misuse by the minor, including but not limited to transactions entered into by the minor using such access.

Technolutions cannot be held liable for any business dealings you have with any third parties on the Internet, including any vendors, or advertisers found on, or through, the Technolutions network. Further, Technolutions assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner.

Complaints and Procedures

It is the customer's responsibility to familiarise himself or herself with the procedure set out below and report any cases of violation of this agreement to Technolutions designated complaints handling agent.

Please note that Technolutions cannot handle complaints concerning networks or users that do not have services with us.

In order for Technolutions to thoroughly investigate the complaint and take appropriate action, all complaints must be in writing, via e-mail and contain as much information as possible, including, but not limited to abuse@o-it.co.za · the origin of abuse or offence, including the website, full mail headers, relevant logfile extracts etc.;

- Any contact details for the source of the complaint; and
- A brief explanation why the incident is considered to be an offence.

Technolutions discourages anonymous complaints being made via this process. We urge complainants to supply their name and contact details to us. Such information will not be released, except where required

by law enforcement. Anonymous complaints will however be acted upon as long as sufficient detail as outlined above is supplied.

Action following breach of the Acceptable Usage Policy

- Upon receipt of a complaint or incident, Technolutions may take any of the following steps:
- In the case of a network, inform the user's network administrator of the incident and request the network administrator or network owner to deal address the incident in terms of this Policy and the ISPA Code of Conduct;
- In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means;
- In the case of individual users, warn the user; suspend the user's account and/or revoke or cancel the user's network access privileges completely;
- In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
- Assist other networks or website administrators in investigating credible suspicions of any activity listed in this Policy;
- Share information concerning the incident with other Internet Service Providers, or publish the information, and/or make available the users' details to law enforcement agencies if required.

Reservation and Non-Waiver of Rights

Technolutions reserves the right to amend or alter this policy at any time, and without notice to you.

Technolutions reserves the right to take action against any individuals, companies or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.

Technolutions reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over our network.

Technolutions reserves the right to monitor user and network traffic for site security purposes and prevent any unauthorized attempts to tamper with our site or cause damage to our property. Technolutions reserves the right to suspend, revoke or cancel Technolutions services to the customer/user if the safety and integrity of Technolutions resources are placed at risk in continuing to provide service to the subscriber/user.

Technolutions reserves the right to remove any information or materials in whole or in part, that, in Technolutions sole discretion, is deemed to be offensive, indecent, or otherwise objectionable.

Technolutions does not undertake to guarantee the security of any data passing through its networks. Although Technolutions will provide a "best effort" service, including regular updates on computer viruses and other threats to security of data, it is the responsibility of the communicating parties to safeguard their data, and Technolutions cannot be held liable for any loss or damage arising as result of the failure to do so. Technolutions does not waive its right to enforcement of this Acceptable Usage Policy at any time, or prejudice its right to take subsequent action, should Technolutions fail, neglect or elect not to enforce a breach of the Acceptable Usage Policy at any time.