



Broadband Acceptable Use Policy (AUP)

This Acceptable Use Policy specifies the actions prohibited by 1 Limited ("the Internet Options Botswana (ISP)"/"Internet Options Botswana (ISP)") to users of Internet Options Botswana (ISP)'s Network*. Users may be defined as " customer accesses Internet Options Botswana (ISP) Network or Internet service". Internet Options Botswana(ISP) reserves the right to modify effective upon posting of the modified Policy to this URL. Any modifications to this Policy will be made when the Internet Options Botswana (ISP) feels it is appropriate and it is the User's responsibility to ensure their awareness of any such changes.

Breaches of this AUP will lead to the suspension, cancellation or limitation of the Service or a part or parts of the Service at the Internet Options Botswana (ISP)'s sole discretion.

ILLEGAL USE

The Internet Options Botswana (ISP) Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

THE NETWORK

1. The user acknowledges that the Internet Options Botswana (ISP) is unable to exercise control over the content of the information passing over Internet Options Botswana (ISP) Network. Therefore, the Internet Options Botswana (ISP) is not responsible for the content whether or not the posting was made by an Internet Options Botswana (ISP) customer.
2. The Internet Options Botswana (ISP) Network may be used to link into other networks worldwide and the user agrees to conform to acceptable use policies of these networks.
3. In addition the user undertakes to conform to the Internet protocols and standards.
4. The user may not circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks").
5. Without prejudice to the foregoing, the Internet Options Botswana (ISP) considers that any application that overloads the Internet Network by whatever means will be considered as making profligate use of the Internet Options Botswana (ISP) Network and is as such NOT allowed. Use of IP multicast other than by means provided and co-ordinated by the Internet Options Botswana (ISP) is likewise prohibited.

6. Users who violate systems or network security may incur criminal or civil liability. The Internet Options Botswana (ISP) will fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities.

SYSTEM AND NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. The Internet Options Botswana (ISP) will investigate incidents involving such violations and will involve and will co-operate with law enforcement 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 a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; · Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network; · Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks; · Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting. If approached with complaints relating to any of the above violations, the Internet Options Botswana (ISP) will co-operate and assist the Police and law enforcing bodies with their investigations in order to bring such mis-use and violations to an end.

E-MAIL

1. It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements) etc.
2. It is also explicitly prohibited to allow others to send unsolicited bulk mail messages either directly or by relaying through the Users systems. For the avoidance of doubt, users must ensure that their systems cannot be relayed through. Users may not forward or propagate chain letters nor malicious e-mail.
3. A user may not solicit mail for any other address other than that of the user, except with full consent of the owner of the referred address.

USENET NEWS

All Users of Internet Options Botswana(ISP) Network are advised to become familiar with Internet Options Botswana(ISP)'s information explain what the service is and how to use it. Users should, before using the service, familiarize themselves with the contents of the following newsgroups : news.newusers.questions; news.announce.newusers; and news.answers. Excessive cross-posting (ie, posting the same article to large numbers of newsgroups) is forbidden. Posting of irrelevant material to newsgroups (also known as USENET spam) is also forbidden. Posting binaries to a non-binary newsgroup is forbidden.

INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A CUSTOMER OR A CUSTOMER'S END USER SHALL BE CONSIDERED VIOLATIONS OF THIS POLICY BY SUCH A CUSTOMER OR END USER.

Anti-Virus software and application and operating system updates

To help stop the propagation of viruses and spam, The Customer is required to install and keep up to date a reputable anti-virus application on all computers connected to the Service. The Customer is also required to make sure that all applications and operating systems running on all equipment connected to the Service are also kept up to date with respect to security patches at all times.

EXCESSIVE DOWNLOADING AND UPLOADING

If you subscribe to a broadband package there is a pre-set limit to how much data you can download or upload each month. If an individual reaches his/her threshold for that particular month transferring excessive amounts of data per month than the average of other customers using the same type of package, we reserve the right to impose limitations on your account if we feel it is necessary to prevent any adverse effects on the enjoyment of the service by other customers. For the avoidance of doubt, customers transferring over 3 gigabytes of data each month should attempt to reduce their data transfer use, and customers transferring 10 gigabytes or more per month are very likely to have limits imposed on them.

PAYMENTS

Monthly payment for the chosen Broadband package is a contractual agreement and default in payment shall result in Botsnet cutting off service until payment is made. A penalty fee of P50.00 (vat exclusive) shall be paid by the client before they can be reconnected. Internet Options Botswana shall send statements out well in time but delay in customer receiving their statement shall not be used as an excuse for defaulting their monthly subscription.

By default, all bills are sent out via e-mail to the subscriber’s Internet Options Botswana e-mail address. It is therefore important for client to ensure that their Internet Options Botswana e-mail address is always active. Printed bills are available upon request.

LIABILITY

Whilst Internet Options Botswana will make every attempt to provide high quality uninterrupted service, Internet Options Botswana liable to the subscriber in damages or otherwise, for any delay in providing or restoring the service, or the loss or damage occasioned by the total or partial interruption of service. Abatement of charges for failure or omission from whatever cause shall be solely at the discretion of Internet Options Botswana.

REFUNDS

Refunds are at the sole discretion of Internet Options Botswana.

I AGREE TO THE TERMS and CONDITIONS of Internet Options Botswana’s Broadband AUP.

Customer’s Full Names: _____

Customer Identity : _____

Customer Signature: _____

Date: _____