

# Terms and Conditions of Use

## 1. Introduction:

1.1. Access to the Internet through Newnet and its partners is a privilege, not a right, and carries with it certain responsibilities and duties. Newnet prohibits the following:

1.1.1. Acts that are illegal.

1.1.2. Acts that violate generally accepted standards for online behaviour.

1.1.3. Acts that misuse resources to the detriment of other users.

1.2. All Newnet customers, clients and users of are required to comply with this Policy. All violations of these Terms and Conditions will be reviewed for appropriate action that could include the termination of your account. Failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

1.3. Newnet intends to provide its clients, customers and users access to everything the Internet has to offer. However, the resources of both Newnet and the Internet are limited, so we ask all our customers to respect not only their obligations, but the rights of everyone else within our online community.

## 2. Web Hosting:

2.1. Defined as client based accounts on web servers administered by Newnet and its partners. IRC servers, IRC bots and Mush/Moo/Mud servers are forbidden. SMTP service is not offered on shared web hosting accounts.

2.2. Spam is strictly forbidden. Any instances of Spam relating to your website will result in account deactivation and a fine for each complaint we receive.

2.3. Sites which place an unreasonable load on the server due to excessive scripts, etc. will be suspended and we will ask the owner to reduce the site load or move to a dedicated server. Hate literature, pornographic content, material in violation of copyright laws and other illegal materials are not permitted.

## 3. Non-Assignment:

3.1. The benefits conferred by this agreement are non-transferable and non-assignable. Newnet connectivity is expressly limited to the account holder. Unless expressly authorised under terms of written approval, resale or use of this connection by other person(s) is prohibited. We do not routinely monitor accounts except for the measurements of system utilisation and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of an inappropriate use of our service.

3.2. In general, you may NOT use your account:

3.2.1. In a manner which violates any law, regulation, treaty or tariff;

3.2.2. In a manner which violates the rules, regulations and policies of any network, server, website, database or service provider that you access through your account;

3.2.3. In a manner which is defamatory, fraudulent, indecent, offensive or deceptive;

3.2.4. To threaten, harass, abuse or intimidate others;

3.2.5. To damage the name or reputation of Newnet, its parent, partners, affiliates and subsidiaries;

3.2.6. To break security on any computer network or to access an account which does not belong to you;

3.2.7. In a manner that interferes with other customers' use and enjoyment of the services provided;

3.2.8. Newnet reserves sole discretion to determine whether any use of the supplied service is a violation of this policy.

## **4. Fair Use:**

4.1. No Customer, Client or any other Person shall use or permit Newnet services to be used in such a manner as to prevent FAIR AND PROPORTIONATE use thereof by other Customers, Clients Users or Persons thereto.

4.2. If it is found or deemed that any Customer oversteps or misuses the Service provided by Newnet, any or all of the following may be instituted against such a Customer:

4.2.1. A Bill will be sent to the Customer for the disproportionate amount.

4.2.2. Additional billing will be exacted in Account Increments based upon average usage. For example, if an account holder utilises twice the amount of resources as the average user they will be billed for two accounts.

4.2.3. Limit the Customer's use of the supplied Service(s) (Limits will be set to the upper quadrant average usage by the customer base).

4.2.4. Discontinue and refuse to provide any Services. (The main focus of all ISPs is to own, maintain and provide "shared" resources to effectively lower the overall service costs for their clients. This approach is fundamental in industries like insurance where payments are calculated on a proportionate basis. Like insurance, individuals can be charged extra or denied services because of factors that would disproportionately increase the costs for other participants.) Note: Bandwidth (Traffic) includes the following: HTTP, HTTPS, FTP, POP3, IMAP, SMTP.

## **5. Electronic Mail (E-mail):**

5.1. Your Newnet account gives you the ability to send and receive electronic mail (E-mail). We believe that E-mail should be used for personal communication and not as a broadcast medium (otherwise known as Spam).

5.2. The following examples are non-exclusive and are provided for your guidance:

5.2.1. You may not use your account to send unsolicited bulk or commercial messages ("Spam"). This includes, but is not limited to bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious tracts. Such messages may only be sent to those who have explicitly requested to receive such information.

5.2.2. Individuals operating their own mail servers should ensure that their systems are secured against external relaying to prevent the abuse of resources. Individuals maintaining mailing lists should ensure that their mailing list software requires confirmation of subscription to prevent malicious subscriptions to lists by third parties.

5.2.3. You may not use your account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers.

5.2.4. Forging, altering or removing electronic mail headers is prohibited.

5.2.5. You may not send numerous copies of the same message, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account (Also known as "mail bombing").

5.2.6. You may not use electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving email, you must not send that person any further messages.

5.2.7. You may not forward or otherwise propagate chain letters, which might include messages soliciting money or other items of value. Accounts may not be used to collect replies to messages sent from another ISP if those messages violate this Acceptable Use Policy or the policy(s) of the other service providers.

5.3. If you use the services of another provider to promote a website hosted by or through Newnet, then the provisions of this Acceptable Use Policy shall apply to the methods used to promote such a website.

5.4. Newnet, or its partners, will not be held responsible or liable for any claim of harassment, Spam, viruses or abuse of the e-mail service provided to its customers and users.

## **6. Webpages and Websites:**

6.1. Newnet customers, clients or users are solely responsible for any information contained on their homepages, webpages or websites. However, if complaints are received regarding the language, content or graphics contained on your homepage, webpages, or websites, Newnet may, at its sole discretion, remove the homepage, webpages, webfiles, or website hosted on its servers and terminate your service and/or your access.

6.2. You may not use your personal home page / website to publish material that Newnet determines to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings and audio recordings.

6.3. Unlawful content is that which violates any law, statute, treaty, regulation or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material that violates the privacy rights or property rights of others (including copyrights and trademarks).

6.4. Indecent content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.

6.5. Objectionable content is otherwise legal content that Newnet wishes to disassociate itself from in order to protect its reputation and brand image, or to protect its employees, shareholders and affiliates.

6.6. Newnet cannot be held responsible or liable for functionality, operation, down-time or costs associated with rectification of any Third Party

Applications loaded onto a customer's website. This includes standard or customized web applications not provided by Newnet.

## **7. Security:**

7.1. You are responsible for any misuse of your account, even if a friend, family member, guest or employee commits an inappropriate or illegal activity. Therefore, you must take steps to ensure that others do not gain unauthorised access to your account(s). Furthermore, you may not use your account to breach the security of any other account(s) or attempt to gain unauthorised access to another network or server.

7.2. For security purposes, the listed account holder and/or the listed account administrator are the only authorised individuals that may request edits, changes or information about a Newnet account.

7.3. Authorisation to release information and/or edit and/or make changes from anyone other than the listed account holder and/or the listed account administrator must be received in writing. Your password provides access to your account. It is your responsibility to keep your password secure. Passwords must contain at least six characters, should contain at least one number or symbol, should contain both uppercase and lowercase letters and should not be based on any word found in the dictionary or on any personal information (name or birth date, for example). Your password should not be the same as your user ID. Sharing your password and account access with unauthorised users is prohibited.

7.4. You should take care to prevent others from using your account since you will be held responsible for such misuse. Attempting to obtain another user's account password is strictly prohibited and may result in termination of your service(s). You must adopt adequate security measures to prevent or minimise unauthorised use of your account.

7.5. Users who violate systems or network security may incur criminal or civil liabilities. Newnet will cooperate fully with investigations of violations to systems or the network security of other websites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

7.6. Virus Scanning of Newnet servers are done daily. The server and all e-mails are scanned in real-time and automatic disinfections or deletions are done to infected e-mails or files. Infected website files are not disinfected or deleted automatically. Users are required to keep their own anti-virus protection systems up to date in order to ensure protection against viruses. Newnet will not be held responsible for loss of any information due to virus removals nor will Newnet be held responsible for any virus infection of a user's system(s).

## **8. Billing & Payment:**

8.1. All Newnet accounts are either monthly or yearly accounts, and are prepaid. Charges for new accounts are prorated to accommodate the billing cycle. The billing cycle runs from the first to the last day of the month. Charges for terminating accounts are not prorated. Charges for usage by a customer beyond the base amount of usage contained in customer's service plan shall be billed the following month along with base charges for the coming month.

8.2. Volume discounts for bulk purchases of monthly connectivity services remain in effect for the total length of the term (otherwise, the full fees apply).

8.3. Debit Orders are the only method of payment. Payment is due by the 7th of the service month or seven days after the receipt of any invoice for the new account(s).

8.4. Newnet may terminate any account with no refund to the customer in the event of the customer's breach of any of the terms or conditions contained herein. Delinquent accounts are those that remain unpaid at the beginning of the next accounting cycle, and are subject to an interest charge of 2% per annum higher than the prime rate of interest charged from time to time by ABSA bank on overdraft facilities provided that the interest shall not be less than 10% per annum, and such interest shall be compounded monthly from the due date for payment of the monies in respect of which interest is chargeable until the account is settled in full.

8.5. Accounts that are delinquent for more than five days are put on "accounting hold", their files archived and user access denied. All accounts continue to accrue charges while they are on hold. Accounts that are unpaid for 10 days after their due date have their files purged. There is a service reconnection charge equal to R150.00 to remove accounts from accounting hold status. The account holder acknowledges responsibility for the account until payment is made in full.

8.6. A Debit Order Payment facility is provided by Newnet at no charge to the client. However, bank charges levied by the client's bank will still form part of the client's account. Debit orders will be accepted on receipt and acceptance of the Debit Order Authority Document and a valid copy of the client's ID document. Debit order dates are strictly set between the 1st and 5th of any month and the client remains fully responsible for any and all payments to Newnet as detailed on the Debit Order Authority Document.

8.7. Newnet will charge the Client a minimum of R10.00 for any failed or rejected Debit Order as well as interest on the overdue amount until such time as the account is settled in full.

8.8. All customers agree that should they in anyway breach this agreement or fail to pay any installment in full on due date, that the full balance owing on this account at the date of such breach or failure to pay, as the case may be, will become due and payable and that legal action may be instituted against them for the full balance owing.

8.9. Customers agree to pay all costs, including collection charges, tracing charges, attorney and client charges and any other charges howsoever incurred, as a result of their breach or failure to pay as described above.

8.10. Newnet reserves the right to display an account suspension page on any website suspended due to non-payment.

## **9. Account Cancellations:**

9.1. Accounts may be cancelled by giving Newnet one calendar month notice on the first day of the service month.

9.2. Cancellation requests must be received in writing via fax or postal service to Newnet on a company letter head with a separate signed copy of the account holder's ID, and will be acknowledged by Newnet via email. If account cancellations are given in the middle of the service month, the client will still be billed for a full notice month.

9.3. Newnet will only be responsible for the Internet software that is included with the installation packages for standardised hardware. Internet software that has not been provided by Newnet or its partners or systems that are not standardised is not the responsibility of Newnet either for support, functionality or replacement. The Client agrees to obtain a basic knowledge of their computer's operating system, configuration and interface, the Internet and its operating principles and procedures.

9.4. The 30-day Money Back Guarantee does not apply to the following:

- Domain registrations
- Domain transfers
- Domain renewals
- Internet Access Packages (Client or Reseller Packages)
- ADSL Services
- Setup Fees

If a customer or reseller used more resources than those specified in the package applied for, the customer will be billed for the over usage. Payment of the 30-day Money Back Guarantee will take place once all outstanding invoices are paid in full at the end of the cancellation period or by the 25th of the following month.

9.6 There will be no refund on service cancellations for bi-annual or annual payments made if the cancellation notice is received after the 30-day Money Back Guarantee period has lapsed.

## **10. Network Performance:**

10.1. Newnet accounts operate on private and shared resources. Excessive use or abuse of these shared and private network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner that impairs network performance is prohibited by this policy and may result in the termination of your account. You are prohibited from excessive consumption of resources, including CPU (Central Processing Unit) time, memory, disk space and session time on shared resources. You may not use resource-intensive programs that negatively impact on other customers or the performance of systems or networks. Newnet reserves the right to terminate or limit such activities.

## **11. Penalties:**

11.1. Abuse of the system by a user generally costs Newnet time, money and resources. Furthermore, it is not fair that this additional cost should be borne by the other customers of Newnet. The Client further agrees to pay Newnet reasonable collection and attorney fees on service charges shown, without regard to further legal action taken by Newnet, to recover other or related consequential damages suffered by Newnet and/or Newnet account holder and clients.

## **12. Limitation of Liability:**

**12.1. ALL SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES,**

**EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE MADE WITH RESPECT TO THESE SERVICES OR ANY INFORMATION OR SOFTWARE PROVIDED THEREBY.**

12.2. Newnet is not responsible for the Customer's files residing on the network. The Customer is responsible for independent backup of all such data existing within their accounts. Newnet cannot and does not exercise any control whatsoever over the information passing through its network or through the Internet. Newnet is in no way responsible for any data loss or damage arising from virus infections contracted through the Internet. Newnet, its partners and contributors shall have no liability whatsoever to you for any claim(s) relating in any way to: your inability or failure to perform research or related work or to work properly or completely, or any lost profits or consequential, exemplary, incidental, indirect or special damages relating in whole or in part to your rights hereunder or use of, or inability to use, these services.

12.3. Newnet will not be responsible for any damage suffered by you, including, but not limited to, loss of data resulting from delays, non-deliveries, miss-deliveries or service interruptions caused by its own negligence or your errors or omissions.

12.4. Use of any information obtained via the Internet is at your sole risk. Newnet specifically disclaims any responsibility for the accuracy or quality of information obtained through Internet services.

12.5. As a user you are warned that some Internet websites accessible via the Newnet network allow posting, retrieval, and/or electronic mailing of materials that may be considered obscene or objectionable. Newnet is not responsible for inadvertent or deliberate access to such material and cannot prevent access of such material. It is recommended that each customer closely monitor use of his/her account especially in the case of potential use or misuse by minor children.

12.6. Accounts for minor children must be opened by a parent or legal guardian and only with their explicit consent. Transmittal of any material in violation of any international, federal or state regulation(s) is prohibited. This includes, but is not limited to: copyrighted materials, material legally judged to be threatening or obscene, or material protected by trade secret or software protected by copyright. You agree to indemnify and hold harmless Newnet from any claims resulting from your use of the service that damages you or another party(s).

12.7. Violation of the rules of other networks is grounds for account cancellation. This includes, but is not limited to, mass Usenet posting, Usenet cross-posting, mass emailing, and/or the sending of unsolicited email (commercial or otherwise). Newnet, its Partners, Members, Agents, Resellers, Staff and Affiliates shall not be liable under any legal theory (including tort or contract) for any direct, indirect, incidental, special or consequential damages in any way related to the product or services provided. Under no circumstances and under no legal theory, tort, contractor or otherwise shall Newnet be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work-stoppage, computer failure or malfunction or any and all other commercial damages or losses, or for any damages even if Newnet has been informed of the possibility of such damages, or for any claim by any other party(s).

12.8. Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. Newnet is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Newnet servers. Backups will not be provided for accounts that have been suspended or terminated for any reason unless otherwise agreed to in writing by Newnet.

## **13. Operation:**

13.1. Newnet and its Partners reserve the right to change services without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation and services offered. Notice of modifications to these Terms and Conditions will be posted to this Web page. Customers are encouraged to review the current Terms and Conditions on a regular basis. Customer's use of the network after such notice shall constitute Customer acceptance of such modifications.

13.2. The Customer understands that services may be interrupted for several reasons, including but not limited to malfunctions, maintenance and improvement, or as required to protect network resources in the event of malfunctions or misuse. The Customer understands that it may not receive an advance notification of any such interruption. There will be no refunds for scheduled or unscheduled service interruptions of less than 24 hours duration.

13.3. At its sole discretion, Newnet may elect to provide a prorata or additional/extension of service refund for service interruptions of greater than 24 hours. Newnet reserves the right to delete any information entered into the network computer systems by the Customer. Newnet reserves the right to refuse and/or terminate service(s) to anyone or any entity for any reason at its sole discretion with or without notice.

## **14. Affiliates:**

14.1. Affiliates are independent from Newnet and have no rights, or claims whatsoever on and against Newnet. Affiliates may not market or promote themselves as Newnet or it's Partners.

14.2. Affiliates receive their commissions/payments as prescribed on the Affiliates page of this website and these can change from time-to-time without notice. Newnet reserves the right to offer Affiliates commissions/payments on a ad-hoc basis if so required.

14.3. Affiliate credits/payments need to mature for a period of 60-days or as stipulated on the Affiliates page of this website before they can be claimed or withdrawn.

14.4. Affiliate commissions/credits/payments are not valid and cannot be withdrawing during the 30-day Money Back Guarantee period and the Affiliate has no claim against Newnet whatsoever if a referred client chooses to cancel during the 30-day Money Back Guarantee period.

## **15. Support and Service:**

15.1. Newnet only provides support to issues relating to or arising from the products or services provided. This support is provided free of charge with the following order of precedence for reporting – Support Tickets, Support Mail, Phone Support.

15.2. The Customer understands that all actions such as but not limited to Domains, Mailboxes, Mail Accounts, Auto Responders, Mailing Lists, Databases, Anti-Spam, Anti-Virus, Directories, DNS, Logs, Stats, SSL Certificates, Subdomains, Aliases, Websites, Custom Backups, and other features part of the Plesk Control Panels or any other Control Software provided by Newnet as part of the service are to be managed and resolved by the user as part of the user's responsibility.

15.3. Newnet does not provide free support for issues resulting from the customers use of Third Party Software or Custom Software not provided by Newnet. Support Tickets may be logged for such support requirements but Newnet reserves the right to charge a support fee of R450.00 per hour spent on resolving such issues for the customer/user.

15.4. The Customer understands that services such as software installation, custom backups, troubleshooting, upgrading, etc. of services and software not provided by Newnet as part of the Product or Service offering is the customers responsibility. Newnet reserves the right to charge a support fee of R450.00 per hour spent on resolving such issues for the customer/user.

## **16. Reseller: Client Responsibility**

Resellers are responsible for supporting their clients. Newnet does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security

purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. Newnet will hold any reseller responsible for any of their clients actions that violate the law or the terms of service.

## **17. Promotion Codes**

Discounts and promotion codes are reserved for first-time accounts \*or first-time customers\* only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have signed up using a particular domain, you may not resign up for that domain using another promotional code at a later date. Any account found in violation of these policies will be reviewed by our sales department and the appropriate invoices will be added to the account. Promotional Code abuse will not be tolerated and may result in the suspension or termination of the account.

*\*This information is provided by Nettron Technology CC (CK 2001/071521/23) trading as Newnet and is intended to make the Customer / User aware of the Terms and Conditions of Newnet, its Partners, Agents, Resellers, Affiliates and other providers*

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