MyWiFi ISP (Pty) Ltd

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ICASA LICENSE NO:

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ACCEPTABLE USE POLICY

This Acceptable Use Policy (AUP) applies to MYWIFI ISP and governs the use of all internet-related services provided by MYWIFI ISP, including, but not limited to, Internet access, hosting services, email services, and other services delivered via Internet or wireless data networks (collectively, "IP Services").

1. PROHIBITED ACTIVITIES

1.1. General Prohibitions

MYWIFI ISP prohibits the use of its IP Services in any manner that:

- · Is unlawful or incites criminal activities;
- Harms or interferes with MYWIFI ISP's network or the networks of any other provider;
- Infringes upon intellectual property rights;
- Publishes or transmits threatening, offensive, harmful, obscene, discriminatory, defamatory, or hate speech material;
- Constitutes abuse, security risks, or privacy violations.

Failure to comply with rules, guidelines, or agreements applicable to search engines, chat areas, bulletin boards, or any services accessed through MYWIFI ISP-branded websites constitutes a violation of this policy.

1.2. Unlawful Activities

IP Services may not be used to engage in or promote any criminal, civil, or administrative violation of local, provincial, national, or international laws, treaties, regulations, or court orders.

1.3. Violation of Intellectual Property Rights

Customers must not use the IP Services to:

- Publish, upload, download, post, copy, or distribute content that infringes upon the intellectual property rights or privacy rights of MYWIFI ISP or any third party.
- Violate copyright, patent, trademark, or other intellectual property protections.

1.4. Threatening Material or Content

MYWIFI ISP prohibits hosting, posting, or transmitting any content that:

- Harasses, threatens, or endangers the health and safety of others;
- Is obscene, indecent, hateful, malicious, defamatory, or excessively violent.

1.5. Child Pornography

IP Services shall not be used to publish or transmit child pornography. Violations will be reported to the relevant authorities and all content found will be removed immediately.

1.6. Spam/E-mail Abuse

Sending unsolicited email ("spam") or engaging in any form of e-mail abuse is prohibited.

This includes activities such as:

- · Sending unsolicited commercial or promotional emails;
- Sending bulk messages without opt-out options;
- Using third-party mail servers without permission;
- Sending harassing, malicious, or deceptive emails.

2. CONNECTIVITY SERVICES

2.1. Service Limitations

MYWIFI ISP reserves the right to set and update policies regarding the use of IP Services. Violation of these policies may result in service restrictions or termination.

2.2. Reselling Services

Customers are prohibited from reselling or exploiting MYWIFI ISP services for commercial purposes, including providing Internet access or running servers (e.g., mail, game servers).

2.3. Network Interference

Customers must not engage in activities that interfere with the normal use of the network, such as continuous high-volume uploads, downloads, or other actions that impede another users' access.

2.4. Email Sending Limits

MYWIFI ISP may impose limits on the number of emails or total message volume that customers can send in any given period.

2.5. Service Availability

MYWIFI ISP does not guarantee uninterrupted service availability and may discontinue services at its discretion, without liability to the customer.

3. SECURITY VIOLATIONS

3.1. Unauthorized Access

IP Services may not be used to interfere with, gain unauthorized access to, or breach the security of MYWIFI ISP's or any third party's systems, networks, or data.

3.2. Customer Security Responsibilities

Customers are responsible for maintaining the security of their computers and devices, ensuring updates, and implementing necessary patches.

3.3. Unauthorized Monitoring

Probing or unauthorized interception of network or system data, including phishing activities, is strictly prohibited.

3.4. Security Breach Tools

Using tools or distributing files intended to breach or compromise security, such as viruses, malware, or password cracking programs, is prohibited.

4. CUSTOMER RESPONSIBILITIES

4.1. Content Responsibility

Customers are solely responsible for the content they create, upload, download, or transmit using MYWIFI ISP services. MYWIFI ISP is not responsible for third-party content linked through its network.

4.2. Corrective Actions

Customers must take prompt corrective actions if they violate the AUP and work to prevent similar future violations.

5. AUP ENFORCEMENT AND NOTICE

5.1. Violation Consequences

Failure to comply with this AUP may result in a warning, suspension, or termination of services. MYWIFI ISP may act as necessary to address any violations.

5.2. Appropriate Responses

MYWIFI ISP may remove offending content, cancel newsgroup posts, or suspend services as necessary to comply with this policy.

5.3. Possible Enforcement Actions

Actions may include limiting access to IP services, terminating agreements, billing for costs related to the violation, and disclosing information as required by law.

6. **INCIDENT REPORTING**

Any complaints regarding violations of this policy should be directed to **mywifi@mweb.co.za**. The complaint should provide detailed information to assist in investigation and resolution.