



General

These terms and conditions of use relate to broadband services (“the Service”) provided by National Communications Corporation Limited (“NATCOM”). These terms and conditions apply to your use of the Service and by using the Service you confirm your acceptance of these terms and conditions.

Your Use of the Service

You must use the Service in a reasonable and responsible manner and comply with any reasonable restrictions we place on your use of the Service and ensure that anyone else that uses the Service meets our requirements for use of the Service.

While using the Service you must not:

- Infringe anyone’s legal rights or breach any laws;
- Post or transmit any message which is defamatory or disclose any personal information which would constitute a breach of any laws relating to personal privacy;
- Post, transmit or download any message, data, image, program or other material which is indecent, obscene, pornographic, offensive, threatening, embarrassing, distressing, dangerous or otherwise objectionable regardless of whether this material or its dissemination is unlawful;
- Breach the intellectual property rights (including copyright) of any other person;
- Access any other person’s computer or computer system or software or data without their knowledge and consent, breach the security of another user or attempt to negate the user authentication or security of any host, network or account;
- Introduce anything which may damage or contaminate any other person’s computer or computer system or interfere in any other way with any other person’s computer or computer system or the operation thereof;
- Use or distribute tools designed or used for compromising security;
- Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Service;
- View, collect, forward or intercept email or other private communications not intended (by the sender) for you or attempt to do any of these things;
- Transmit unsolicited bulk or commercial messages or spam;
- Impersonate any person, entity or computer address, engage in sender address falsification, forge any other person’s digital or manual signature or perform any other similar activity;
- Interfere in any other way with the computer networking or telecommunications service to any user, host or network;
- Violate the rules, regulations or policies applicable to any network, server, computer database or website that you access;
- Use the Service in a manner contrary to existing standards of “netiquette”.

SPAM

It is the user's irresponsibility to ensure that they do not participate in any spamming activity. This includes allowing their computer, knowingly or unknowingly to originate, transfer or relay messages deemed to be Spam.

Management of our Service

We may monitor your use of the Service and any material posted, transmitted or downloaded using the Service to ensure that you use the Service in accordance with these terms and conditions.

We reserve the right to implement technical mechanisms which may prevent you from using the Service otherwise than in accordance with these terms and conditions.

We also reserve the right to investigate suspected violations of these terms and conditions including gathering information from the user or users involved and examining material on any relevant service or network. You must co-operate with any investigation.

If we find material or information that may indicate that you are involved in any unlawful activity we may pass the material or information to the relevant authorities and you will have no claim against us in this regard.

If you fail to use the Service in accordance with these terms and conditions we may terminate or suspend the Service to you without notice.

Exclusions and Limitation of Liability

We provide no guarantees in relation to the Service and any guarantees implied by law are expressly excluded to the extent permissible at law.

We cannot guarantee that the information you access or make available through using the Service will be private or secure or that the information you obtain through the Service will be accurate.

We cannot control the content of the information that you access on the internet. The internet contains information that is indecent or offensive and you access this material at your own risk.

We are not responsible for ensuring that information or software you access through the Service will be free from viruses or other harmful matters or things and we accept no liability for any damage to computer equipment, communications equipment, software, data or other property or the operation thereof as a result of your use of the Service.

We accept no liability for any loss or damage, whether direct or indirect or consequential arising from the provision of or your use of the Service or for any other reason.

Indemnity

You hereby agree to indemnify, defend and hold us harmless from and against all claims, losses, damages, expenses, costs and expenses resulting from your use of the Service or any breach of these terms and conditions by you. Your indemnification will survive any termination of the relationship.

Waiver

Our failure to enforce these terms and conditions, for whatever reason, shall not constitute a waiver of our rights nor shall the exercise of any right, prejudice, any other rights or remedies we may have under these terms or conditions, at law or otherwise.