

Imperial Online – Acceptable Use Policy

Thank you for reading Imperial Online 's Acceptable Use Policy (AUP). By accessing this website, or by contracting with us for service, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other [additional terms, conditions](#), rules or policies which are displayed to you in connection with this website.

The purpose of this AUP is to comply with the relevant laws of the Republic; to specify to customers and users of our website what activities and online behaviour are considered an unacceptable use of the website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our customer services department at +27-11 723 8000 or mail complaints@impol.net

Imperial Online 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.

ISPA membership and Code of Conduct

Imperial Online confirms that in compliance with section 72 of the Electronic Communications and Transactions Act 25 of 2002, Company is a member of the Internet Service Providers' Association (ISPA) and has adopted and implemented the association's official Code of Conduct, which can be viewed at <http://www.ispa.org.za/code>.

Unlawful Use

Imperial Online's website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic.

This includes:

1. Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) 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 Imperial Online cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by Imperial Online s network, or otherwise available through access to our network, whether for commercial or noncommercial 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 Imperial Online on behalf of another subscriber without their consent.
6. Any violation of the exchange control laws of the Republic.
7. Any activity that results in the sale, transmission or distribution of pirated or illegal software.
8. 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.

Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, Company will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using Company's resources, including the provisioning of all personal identifiable data.

Prohibited Activities

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

Threats to Network Security

Any activity which threatens the functioning, security and/or integrity of Imperial Online's 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 established by Company for this goal;
- Any effort to use Company's equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
- Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;

Protection of Minors

Imperial Online prohibits customers from using our 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

Company respects the privacy and confidentiality of our customers and users of our service. Please review our privacy policy which details how we collect and use personal information gathered in the course of operating this service.

User Responsibilities

Imperial Online are responsible for any misuse of Company's services that occurs through the customer's account. It is the customer's responsibility to ensure that unauthorised persons do not gain access to or misuse Imperial Online's service.

Imperial Online 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 Imperial Online cannot be held liable for the Customer being placed on any bulk mailing lists as a result.

Where the customer has authorised a minor to use any of the Imperial Online's 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.

Imperial Online 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 Imperial Online network. Further, Imperial Online assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner.

Further, the responsibility for ensuring compliance with all applicable customs and exchange control laws in connection with any such transactions shall be the customer's.