



TERMS AND CONDITIONS OF USE

IN TERMS OF SECTION 11 OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](#) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE MYADSL AND MYBROADBAND WEBSITES ("THE WEBSITE"), WEB PAGES OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST LEAVE THE WEBSITE(S) IMMEDIATELY AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a) **"the Website"** means the MyADSL, MyBroadband, MyBlogs and / or MyPodcast(s) websites collectively, including services available on and through the websites, the Forum and Blog and furthermore including source code, meta tags, postings and any page, part or element thereof;
- b) **"MyADSL and/or MyBroadband"** includes the owner, operator, host and webmaster of the Website;
- c) **"User"** means any person who enters or uses the Website, notwithstanding the fact that such a person only visits the home page of the Website;
- d) References herein to the singular includes the plural and vice versa; and
- e) Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the [ECT Act](#). The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.

1. GENERAL

MyADSL / MyBroadband is an online news and information website and online forum. The purpose is to openly share information about broadband related issues and work with relevant organizations to improve the state of broadband in South Africa.

2. ALLOWED USE AND LICENSE

- 2.1 MyADSL and/or MyBroadband licenses the User to view, download, and print the content of the Website, provided that such content is used for private, personal, educational, and/or non-commercial purposes only.
- 2.2 Content from the Website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of MyADSL and/or MyBroadband.
- 2.3 Users may only access, browse and use the Website for legitimate personal or commercial purposes and may not use the Website or any MyADSL and/or MyBroadband services and/or products for:
 - 2.3.1 Harmful purposes;
 - 2.3.2 Illegal purposes;
 - 2.3.3 Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person; and/or
 - 2.3.4 The creation, storage and sending of unsolicited commercial communications.

- 2.4 The caching of the Website shall only be allowed if:
- 2.4.1 The purpose of the caching is to make the onward transmission of the content from the Website more efficient;
 - 2.4.2 The cached content is not modified in any manner whatsoever;
 - 2.4.3 The cached content is updated at least every 12 (twelve) hours; and
 - 2.4.4 The cached content is removed or updated when so required by MyADSL and/or MyBroadband.
- 2.5 If any User uses content from the Website in breach of the provisions detailed herein:
- 2.5.1 MyADSL and/or MyBroadband reserves the right to claim damages from the User;
 - 2.5.2 MyADSL and/or MyBroadband reserves the right to institute criminal proceedings against the User; and
 - 2.5.3 MyADSL and/or MyBroadband shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.6 Hyperlinks to the Website from any other source shall be directed at the home page of the Website. Links beyond the MyADSL and/or MyBroadband home page may only be used with MyADSL and/or MyBroadband's prior written consent.
- 2.7 MyADSL and/or MyBroadband shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Website. Persons that wish to link to pages beyond the home page of the Website without MyADSL and/or MyBroadband's prior written consent shall do so at their own risk and indemnify MyADSL and/or MyBroadband against any loss, liability, or damage that may result from the use of such hyperlinks. MyADSL and/or MyBroadband's non-liability for deep linking is because deep links bypass these terms and conditions.
- 2.8 Users may quote small and reasonable amounts of content available from the Website and only if such a quote is placed in inverted commas and acknowledged.
- 2.9 No person may, without the prior written consent of the MyADSL and/or MyBroadband, frame the Website in any manner whatsoever.
- 2.10 Apart from bona-fide search engine operators and use of the search facility provided on the Website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Website for any purpose whatsoever, without the prior written consent of the MyADSL and/or MyBroadband.
- 2.11 E-mail addresses, names, telephone numbers, and fax numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Website may be used to communicate unsolicited communications to MyADSL and/or MyBroadband and all rights detailed in section 45 of the [ECT Act](#) are reserved.
- 2.12 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by MyADSL and/or MyBroadband at any time without prior notice or reasons.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property on the Website, including but not limited to content, trademarks (or any confusingly similar trademarks), logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to MyADSL and/or MyBroadband and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Website are expressly reserved.
- 3.2 No person may use logos, icons, or trade marks from the Website as hyperlinks or other purposes without MyADSL and/or MyBroadband's prior written consent.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Website and/or download content from the Website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

These terms and conditions as well as product and / or service specific terms and conditions govern the sale of goods and / or the provision of services from or through the Website.

Access to the services, content, software and downloads available from the Website may be classified as “electronic transactions” as defined in terms of the [ECT Act](#) and therefore Users have the rights detailed in Chapter 7 of the [ECT Act](#) and MyADSL and/or MyBroadband has, amongst others, the duty to disclose the following information:

- 5.1 **The full name and legal status of the website owner:** MyADSL Broadband News CC, registration number 2005/137253/23, a closed corporation registered in terms of the Closed Corporations Act 69 of 1984;
- 5.2 **Street address:** Henley Road, Auckland Park, 2092;
- 5.3 **Postal address:** PO Box 291882, Melville, 2109;
- 5.4 **Physical address for receipt of legal service:** Henley Road, Auckland Park, 2092;
- 5.5 **Telephone number:** +27 84 682 5360;
- 5.6 **Fax number:** +27 866532053;
- 5.7 **Main business:** MyADSL / MyBroadband are an online news and information website and online forum. The purpose is to openly share information about broadband related issues and work with relevant organizations to improve the state of broadband in South Africa;
- 5.8 **The website address of the Website is:** <http://www.myadsl.co.za>, <http://www.mybroadband.co.za>, <http://www.myblogs.co.za/>, <http://www.mypodcast.co.za/> and <http://www.mypodcasts.co.za/>;
- 5.9 **The official e-mail address of the Website is:** rpm@myadsl.co.za, alternatively Users may [click here](#) to send messages to the Website;
- 5.10 **Alternative dispute resolution:** Subject to urgent and/or interim relief, all disputes regarding:
- 5.10.1 access to the Website;
- 5.10.2 the inability to access the Website;

5.10.3 the services and content available from the Website; or

5.10.4 these terms and conditions,

shall be referred to arbitration in terms of the [expedited rules of the Arbitration Foundation of South Africa](#) and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following website: <http://www.arbitration.co.za>; and

5.11 Users may lodge complaints concerning the Website with MyADSL and/or MyBroadband at rpm@myadsl.co.za.

6. FORUM / BLOG DISCUSSIONS AND CONTRIBUTIONS

- a) **"Discriminatory"** means offensive, untrue or provocative material based on race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth;
 - b) **"Pornographic"** means all the content and actions, simulated or real, graphic or written detailed in Schedules 1, 2, 6, 7 and 11 of the Films and Publications Act 65 of 1996 (to download the Act click here: <http://www.polity.org.za/html/govdocs/legislation/1996/act96-065.html>);
 - c) **Illegal Content"** means material that is Pornographic, Discriminatory, oppressive, racist, hate speech, sexist, defamatory against any User or third party, offensive to any User or group, a violation of a User's or a third party's privacy, identity or personality, copyright infringement, advice and / or guidelines on the circumvention of any technical security measures and / or digital rights management technologies, malicious codes such as viruses and Trojan horses, and content containing any Personal Information of third parties without their express consent and includes hyperlinks or other directions to such content; and
 - d) **"Personal Information"** means Personal Information as defined in the Promotion of Access to Information Act (click here to download the Act: <http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>).
- 6.1 Users may take part in discussions and post announcements to a discussion forum and blog ("the Forum and Blog and Blog") available on the Website;
- 6.2 Participation in the Forum and Blog is subject to registration. [Click here](#) to register. [Click here](#) to view the Forum and Blog FAQ;
- 6.3 In order to protect the Forum and Blog and its Users from legal prosecution, civil liability, and to maintain an environment that encourages debate and discussion, inappropriate material and Illegal Content may not be posted to the Forum and Blog;
- 6.4 Users hereby license MyADSL and/or MyBroadband to publish, use, sub-license, distribute, amend, update and store material posted to the Forum and Blog;
- 6.5 MyADSL and/or MyBroadband shall not be liable for any damage, loss, liability and/or harm incurred by any person if such where such any damage, loss, liability and/or harm resulted from a User's posting to the Forum and Blog;
- 6.6 MyADSL and/or MyBroadband does not monitor postings and discussions on the Forum and Blog and / or enforce editorial control over any material available on or through the Forum and Blog;
- 6.7 A User posts material to the Forum and Blog entirely at their own risk and hereby indemnify and hold MyADSL and/or MyBroadband harmless against any damage, loss, liability and/or harm incurred or suffered by MyADSL and/or MyBroadband if such damage, loss, liability and/or harm resulted from material posted to the Forum and Blog by such User;
- 6.8 Users waive all moral rights that may attach to material posted to the Forum and Blog;

- 6.9 Users who violate these rules may be subject to disciplinary action which includes, but is not limited, to a warning or banning from the Forum or Blog;
- 6.10 MyADSL and/or MyBroadband shall consider the removal of material or posts from the Forum and / or Blog if:
- 6.10.1 The third party requests the removal of such material;
 - 6.10.2 The third party clearly indicate the material / posts to be removed;
 - 6.10.3 The third party reasonably substantiate and / or prove the illegal, infringing or incorrect nature of such material / posts; and
 - 6.10.4 The third party request to remove material is reduced to writing and delivered to MyADSL and/or MyBroadband.
- 6.11 MyADSL and/or MyBroadband is committed to freedom of expression and the free flow of ideas and opinions and shall only disclose the identity of a User if such disclosure is authorised by a court order issued by a competent South African court.

7. JOB / CAREER SERVICES

- 7.1 A section of the Website provides a free service whereby registered employers and / or recruitment agencies may advertise available positions, careers, vacancies and jobs;
- 7.2 MyADSL and/or MyBroadband may require registered employers and / or recruitment agencies to complete registration with a confirmatory email message;
- 7.3 Employers and / or recruitment agencies (“Advertisers”) shall post positions, careers, vacancies and jobs in the format and style required by MyADSL and/or MyBroadband from time to time;
- 7.4 Users interested in positions, careers, vacancies or jobs advertised on the Website shall initially contact the Advertiser through the messaging service provided for on the Website;
- 7.5 Further correspondence may be conducted between the User and the Advertiser through other services;
- 7.6 MyADSL and/or MyBroadband merely provide the service and is not responsible for the correctness and / or suitability of advertisements;
- 7.7 MyADSL and/or MyBroadband reserves the right to amend and / or delete advertisements in its sole and absolute discretion without giving reasons therefore;
- 7.8 By posting advertisements to the service, the Advertiser licenses MyADSL and/or MyBroadband to reproduce and publish the advertisement on the Website; and
- 7.9 Advertisers may amend advertisements subsequent to posting thereof.

8. CHANGES AND AMENDMENTS

MyADSL and/or MyBroadband reserve the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- 8.1 change these terms and conditions;
- 8.2 change the content and/or services available from the Website;
- 8.3 discontinue any aspect of the Website or service(s) available from the Website; and/or

- 8.4 change the software and hardware required to access and use the Website.

9. PRIVACY

- 9.1 MyADSL and/or MyBroadband shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the [Promotion of Access to Information Act 2 of 2000 \(PAIA\)](#).
- 9.2 MyADSL and/or MyBroadband may electronically collect, store and use the following personal information of Users:
- 9.2.1 name and surname;
 - 9.2.2 area code;
 - 9.2.3 street address;
 - 9.2.4 postal address;
 - 9.2.5 title;
 - 9.2.6 contact numbers;
 - 9.2.7 non-personal browsing habits and click patterns;
 - 9.2.8 e-mail address; and / or
 - 9.2.9 IP address.
- 9.3 MyADSL and/or MyBroadband collects, stores and uses the abovementioned information for the following purposes:
- 9.3.1 Communicate requested information to the User;
 - 9.3.2 Provide services to the User as requested by the User;
 - 9.3.3 Authenticate the User;
 - 9.3.4 Provide the User with access to restricted pages on this website; and
 - 9.3.5 Compile non-personal statistical information about browsing habits, click-patterns, and access to the Website.
- 9.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.
- 9.5 MyADSL and/or MyBroadband may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
- 9.5.1 MyADSL and/or MyBroadband shall not disclose personal information from Users unless the User consents thereto;
 - 9.5.2 MyADSL and/or MyBroadband shall disclose personal information without the User's consent only through due legal process; and
 - 9.5.3 MyADSL and/or MyBroadband may compile, use and share any information that does not relate to any specific individual.
- 9.6 MyADSL and/or MyBroadband own and retain all rights to non-personal statistical information collected and compiled by the MyADSL and/or MyBroadband.

10. HYPERLINKS TO THIRD PARTY SITES

- 10.1 MyADSL and/or MyBroadband may provide hyperlinks to websites not controlled by MyADSL and/or MyBroadband (“target sites”) and such hyperlinks do not imply any endorsement, agreement on or support of the content, products, and/or services of such target sites.
- 10.2 MyADSL and/or MyBroadband does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, inability to use or content available on or through target sites.

11. SECURITY

- 11.1 MyADSL and/or MyBroadband shall take all reasonable steps to secure the content of the Website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, MyADSL and/or MyBroadband do not make any warranties or representations that content shall be 100% safe or secure.
- 11.2 Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, MyADSL and/or MyBroadband is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Website.
- 11.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Website or the server and computer network that support the Website.
- 11.4 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold MyADSL and/or MyBroadband harmless against any and all liabilities, damages, risks and losses that MyADSL and/or MyBroadband and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.
- 11.5 Users may not develop, distribute, or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Website and MyADSL and/or MyBroadband reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.
- 11.6 Users who commit any of the offences detailed in sections 85 to 88 of the [ECT Act](#) shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by MyADSL and/or MyBroadband and its partners / affiliates due to or related to these illegal actions.

12. DISCLAIMER AND LIMITATION OF LIABILITY

- 12.1 Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, and as far as allowed by law, MyADSL and/or MyBroadband (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
- 12.1.1 access to the Website;
 - 12.1.2 access to websites linked to the Website;
 - 12.1.3 inability to access the Website;
 - 12.1.4 inability to access websites linked to the Website;

- 12.1.5 content available on the Website;
 - 12.1.6 content posted to the Website by Users;
 - 12.1.7 services available from the Website;
 - 12.1.8 products available from the Website;
 - 12.1.9 downloads and use of content from the Website; and/or
 - 12.1.10 any other reason not directly related to MyADSL and/or MyBroadband's gross negligence.
- 12.2 The MyADSL and/or MyBroadband website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with the MyADSL and/or MyBroadband, that the content available from and through the Website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.
- 12.3 Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of MyADSL and/or MyBroadband and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.
- 12.4 MyADSL and/or MyBroadband does not make any warranties or representation that content and services available from the Website shall in all cases be true, correct or free from any errors. MyADSL and/or MyBroadband shall take all reasonable steps to ensure the quality and accuracy of content available from the Website.
- 12.5 MyADSL and/or MyBroadband do not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of the MyADSL and/or MyBroadband, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God."
- 12.6 MyADSL and/or MyBroadband shall not be liable for any damage, loss, risk, liability or danger resulting from the advertising of any products or services, the review of any products or service, any product or service endorsement or any comments on products and services submitted by Users.

13. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the Website to MyADSL and/or MyBroadband and MyADSL and/or MyBroadband undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

14. INTERCEPTION OF COMMUNICATIONS

- 14.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to the MyADSL and/or MyBroadband's right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined in the [ECT Act](#)) send or posted by the User to the Website, its staff and employees. The RIC Act may be downloaded from: <http://www.info.gov.za/acts/2002/a70-02/>.
- 14.2 The User agrees and acknowledges that the consent provided by the User in clause 14.1 satisfies the "writing" requirement as detailed in the [ECT Act](#) and the RIC Act.

15. ENTIRE AGREEMENT AND SEVERABILITY

- 15.1 These terms and conditions constitute the entire agreement between MyADSL and/or MyBroadband and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by MyADSL and/or MyBroadband from the User.
- 15.2 Any failure by MyADSL and/or MyBroadband to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 15.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

16. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and MyADSL and/or MyBroadband agree that:

- 16.1 the User shall be bound to these term and conditions and such agreement is concluded in Pretoria (South Africa) at the time the User enters the Website for the first time;
- 16.2 data messages (as defined in the [ECT Act](#)) addressed by the User to MyADSL and/or MyBroadband shall only be deemed to have been received if and when responded to;
- 16.3 data messages (as defined in the [ECT Act](#)) addressed to the User by MyADSL and/or MyBroadband shall be deemed to be received by the User as detailed in section 23(b) of the [ECT Act](#);
- 16.4 data messages (as defined in the [ECT Act](#)) addressed by the User to MyADSL and/or MyBroadband shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 16.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and the MyADSL and/or MyBroadband; and
- 16.6 the User agrees and warrants that data messages that are sent to MyADSL and/or MyBroadband from a computer, IP address, or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

17. APPLICABLE AND GOVERNING LAW

The MyADSL and/or MyBroadband website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to clause 5.10, the South African law enforced by the South African courts governs the use or inability to use the Website, its content, services, products and these terms and conditions.

18. LEGAL COSTS

MyADSL and/or MyBroadband shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

END