



— T's & C's of Service —

Wireless Internet Access: Terms and Conditions of Service

www.neogo.co.za

This agreement sets out the terms and conditions on which wireless internet access ("The Service") is provided to you.

1. Acceptance

- 1.1** By using this Service you represent that you have read, understand and agree to the terms of this agreement. If you do not agree to the terms of this Agreement, you may not use the Wi-Fi Hotspot System.

2. Extent of the Service

- 2.1** The Service that "Neogo" seeks to provide is publicly accessible wireless internet such as is commonly understood under the term "Wi-Fi Hotspot".
- 2.2** The Service reach is limited by physical obstructions and distance, and therefore is of limited geographical availability.
- 2.3** We do not guarantee the availability of the Service; the speed of connectivity, or that the Service will be compatible with your equipment or any software which you use.
- 2.4** Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted, we do not guarantee the security of the information which you may transmit or receive.
- 2.5** You accept that it is your responsibility to protect your information and have adequate security (in terms of anti-virus software, equipment, and procedures) to ensure the security, integrity and confidentiality of your information and data.
- 2.6** We always reserve the right to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

3. Fair Use Policy

- 3.1** The following is prohibited on the Service:
- 3.1.1** Using the Service to transmit any material that, intentionally or unintentionally, violates any local, national, or international laws.
- 3.1.2** Using the Service to harm or attempt to harm other parties.
- 3.1.3** Using the Service to transmit any material that threatens or encourages bodily harm or destruction of property or harasses others.
- 3.1.4** Using the Service to engage in fraudulent commerce or any type of financial scam.
- 3.1.5** Adding, removing, or modifying identifying network header information to deceive or mislead.
- 3.1.6** Using the Service to transmit or facilitate any unsolicited commercial email otherwise known as spam.
- 3.1.7** Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Neogo Wi-Fi Network or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the access, corruption or loss of data.
- 3.1.8** Using the Service to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

- 3.1.9** Music, video, pictures, text, and other content on the internet are copyright works and you should not download, alter, e-mail, or otherwise use such content unless certain that the owner of such works has authorised its use by you.
- 3.1.10** Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- 3.1.11** Using the Service for any activity which adversely affects the ability of other people or systems to use the Neogo Wi-Fi Network Service or the Internet. This includes denial of service attacks against another network host or individual user.
- 3.1.12** Interfering with or disrupting of other network users, network services or network equipment.
- 3.1.13** Using your personal account for high volume or commercial use is prohibited. The Service is intended for periodic, active use of email, newsgroups, file transfers, Internet chat, messaging, and browsing of the Internet.
- 3.1.14** The Service is intended for transient consumer use only and can in no way be used as a substitute for a dedicated fixed internet installation. This means that the service shall not be used as a replacement for longer term connectivity needs.
- 3.1.15** We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement.

4. Indemnification

- 4.1** You agree to indemnify, defend, and hold harmless Neogo and its affiliates, officers, employees, agents, suppliers, sponsors or other partners from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from your use of the Service, your violation of this Agreement, or your violation of any rights of another.

5. Disclaimer of Warranties and Limitation of Liability:

- 5.1** To the extent allowed by law, you assume total responsibility for use of the Service and the Internet and access the Service at your own risk.
- 5.2** It is your responsibility to ensure that your network environment is maintained in a secure manner.
- 5.3** We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.
- 5.4** Neogo urges caution when undertaking financial transactions online. Online financial transactions are carried out at your own risk and therefore Neogo does not accept any liability for any direct, indirect, incidental, special or consequential loss of any kind including but not limited to loss of data of any kind, loss of business, and/or loss of profit that may arise from the use of the services in connection with such transactions.
- 5.5** Neogo and its affiliates, officers, employees, agents, suppliers, sponsors or other partners, has no responsibility whatsoever for the content accessible or actions taken on the internet and the Neogo network, and shall not be liable to you for any direct, indirect, incidental, special or consequential damages of any kind including but not limited to any damage to equipment, loss of use, loss of data of any kind, loss of business, and/or loss of profit, arising out of or related to this terms of service provided by Neogo.
- 5.6** Under no circumstances will Neogo and its affiliates, officers, employees, agents, suppliers, sponsors, or other partners of the Neogo Service be liable to you or any third parties for any amount, damage, or claim.
- 5.7** The Service is provided on an as-is and as-available basis. Neogo and its affiliates, officers, employees, agents, suppliers, sponsors, or other partners, makes no warranty of any kind, written or oral, statutory, express, or implied, including any warranty of merchantability, infringement, or fitness for a particular purpose.

- 5.8** To the extent allowed by law, no advice or information given by Neogo and its affiliates, officers, employees, agents, suppliers, sponsors or other partners of the Neogo Service shall constitute a warranty, unless reduced to writing.
- 5.9** Neogo and its affiliates, officers, employees, agents, suppliers, sponsors, or other partners does not warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components.

6. Vouchers

- 6.1** No refunds will be given when the network is unavailable as our vouchers do not expire for a period of twelve (12) months from the date of issue.

7. Should I be concerned about the lack of security on the access points?

- 7.1** Hotspots are typically not security enabled to allow people to easily connect to gain access. Wi-Fi specific security settings tend to hamper this process. All information sent from sites with a "https://" is secured by the website and is safe (sometimes if the https is not shown, just look for a green bar or lock next to the website address bar).
- 7.2** However, sites with only "http://" are not as secure and when entering information caution should be applied as to the type of information being supplied. Do not enter any sensitive information.

Note

- a.** This is true for all networks, whether an ADSL Network, 3G, and even dial-up. The means of scanning the data sent is just different. Unfortunately, in this Digital Age any information not secured can potentially be intercepted.
- b.** Neogo reserves the right to revise, amend, or modify this this policy, any other policies and or agreements, at any time and in any manner. Notice of any such revision, amendment, or modification will be posted in accordance with the Internet Service.