



Fair & Acceptable Usage Policy

This Acceptable Use Policy forms part of the agreement between TMP Uganda and you and is part of TMP Uganda's Terms and Conditions which you can find at www.broadbandcompany.ug

Prohibited Activities. For the benefit of all of TMP Uganda's subscribers, as a condition of the Service, TMP Uganda prohibits the following:

1. Unlawful or Improper Use of the Service. You may not use the Service in a manner contrary to law. For example, You may not use the Service for any abusive purpose, in any way that could damage any TMP Uganda property, or in any way that interferes with our network or affects another's use of the TMP Uganda Service. You may not use or attempt to use the Service in any way to avoid incurring charges. You may not attempt to hack into the TMP Uganda system. This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not interfere or attempt to interfere with any services to any user, host, or network ("denial of service attacks"). This includes, but is not limited to; "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with (or which does interfere with) any server or a user's session, by any means, locally or via the Internet. The Service is intended for periodic, active use. You may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is prohibited.

2. Excess Utilization of Network Resources. The excessive use or abuse of TMP Uganda's network resources by one subscriber may have a negative impact on all other subscribers. Accordingly, you may not use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in TMP Uganda's sole discretion. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, usenet hosting, or continuous FTP uploading or downloading.

3. Intellectual Property Infringement. You may not use the Service to store, transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right of any 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, or the unauthorized transmittal of copyrighted software.

4. Objectionable Material. You may not use the Service to store, post, transmit, or disseminate material or information that is unlawful, harmful, threatening, abusive, harassing, libellous or defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offence, gives rise to a civil liability, or otherwise violates any national, or international law, order, rule, or regulation.

5. Junk E-mail. You may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, or fax blasting (collectively, "Spam"). TMP Uganda considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information. An e-mail may be "unsolicited" for purposes of this AUP if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.



6. Fraudulent Activity. You may not use the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes”, “Ponzi schemes”, or “chain letters.” You may not use techniques to hide or obscure the source of any e-mail or other communication.

7. Impersonation. You may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.

8. Software Viruses. You may not use the Service to upload files or transmit any material that contains viruses, worms, trojan horses time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties.

9. Collecting Information. You may not use the Service to store or collect, or attempt to store or collect, personal information about third parties without their prior knowledge and consent.

10. Newsgroups. You should use your best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or “community standards” describing what is and is not considered appropriate. You must abide by such guidelines. You may not post or list articles which are off-topic according to the description of the group or send unsolicited mass e-mailings to ten or more people if such e-mail could reasonably be expected to provoke complaints from its recipients. Without limiting any other rights or remedies that TMP Uganda may have under this AUP, the Terms and Conditions or applicable law, TMP Uganda may cancel any postings that violate this AUP as determined by TMP Uganda in its sole discretion.

11. Use of Your Account by Others. You may not, through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited by this AUP. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service in an illegal or improper manner or for any purpose or in any manner prohibited by this AUP.

12. Reselling. You may not directly or indirectly reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service without TMP Uganda prior written consent.

Security Precautions. You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

Illegal and Fraudulent Activity. You acknowledge and agree that TMP Uganda may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Subscribers who violate systems or network security may incur criminal and/or civil liability. TMP Uganda may immediately suspend or terminate Your Service if TMP Uganda suspects abuse or fraudulent use of the Service, interference with our network, or violation of the AUP or Terms and Conditions, and may notify the appropriate authorities if it reasonably believes that such abuse or fraudulent use is in violation of applicable law. You must cooperate with TMP Uganda in any fraud investigation and use any fraud prevention measures that TMP Uganda prescribes. Your failure to provide reasonable cooperation may result in your liability for all fraudulent usage.



Violations of AUP. In the event that you violate this AUP, TMP Uganda may, without limitation, restrict your access to TMP Uganda's network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or immediately suspend or terminate your Service. In the event of termination of your Service, all applicable termination charges will apply. Except as expressly provided herein, the rights and remedies of TMP Uganda are cumulative and not exclusive of any rights or remedies that TMP Uganda may otherwise have at law or in equity. Waiver of any violation of this AUP by TMP Uganda shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by TMP Uganda in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. You should read this AUP in conjunction with our Terms and Conditions and our other Policies which are set forth on our website. TMP Uganda has the right but not the obligation to monitor or restrict any uses of the Service that TMP Uganda believes in its sole discretion violates this AUP, any part of the Terms and Conditions, or applicable law. You are solely responsible for all content that you transmit or receive utilizing the Service, and are responsible for abuse of your account by others.

Privacy; Monitoring the Service. To protect its customers and its network TMP Uganda may, without limitation, block and allow traffic types as we see fit at any time.

Reporting Violations. TMP Uganda requests that any person who becomes aware of a violation of this AUP report the information to TMP Uganda at abuse@broadbandcompany.ug If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. TMP Uganda may take any appropriate action as it deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend the subscriber's newsgroup posting privileges; suspend the subscriber's account; terminate the subscriber's account; bill the subscriber for administrative costs and/or reactivation charges; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

Notices and Procedure for Making Claims of Copyright Infringement. If you believe that your copyright or trademark has been used by a TMP Uganda subscriber without permission, such that the use may constitute infringement of your intellectual property rights, you must send your claim to the TMP Uganda address found on this website.

Revisions; Reservation of Rights. TMP Uganda reserves all rights including the right to revise, amend, or modify this AUP or any other Policy at any time, and any such revisions will be effective ten (10) days after posting on TMP Uganda's website. You agree that your continued use of the Service after the effective date of any such revision, amendment or modification will constitute your acceptance thereof and you shall thereafter be bound by the terms of this AUP, as revised, modified or amended. IT IS YOUR RESPONSIBILITY TO CHECK TMP UGANDA'S WEBSITE REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE.