

Ekovolt's Individual Consumer Code of Practice (ICCP)

It is Ekovolt's policy to work with customers and develop a long-term relationship, to understand and anticipate their needs, identify and remove obstacles they may perceive when doing business with the company. We understand key to our success is in building trust amongst our customers and partners. We will strive to provide services of the highest quality.

Ekovolt will provide actual reimbursements and compensation for any period(s) where in customer has lost service that is solely deemed because of Ekovolt's activities, this excludes acts of God, force majeure, damage to Ekovolt's property or that of its partners due to military or police action or any destruction due to no relation or as a fault of Ekovolt Telco Limited.

Ekovolt bills monthly, in the event of any compensation for loss of service such billing change will occur to make reimbursements and/or credits that will be reflected in the customers next billing cycle.

INTRODUCTION

Ekovolt Telco Ltd (Ekovolt) is an Internet services provider licensed by Nigerian communications Commission (NCC) to provide Internet services.

- **Purpose of the Code**

Nigerian Communications Commission (NCC) has advised all licensed telecommunications service providers in Nigeria to provide a Consumer Code of Practice. This Code of Practice:

 - Describes the main services we provide to our customers.
 - Explains how to contact us about these services and how you can pay your bills.
 - Explains the customer's rights and obligations.
 - Describes what to do if you have a complaint, how we will resolve it, and what you can do if you are not satisfied with our response.
- **Application of the Code**

This Code applies to the provision of broadband Internet services based on an ISP license obtained by Ekovolt from NCC. It has been developed by Ekovolt in line with the established and published NCC's General Code of Practice.
- **Code Administration**

The Code will be administered by EKOVOOLT in line with guidelines from NCC as well as reviews that are to be agreed and communicated by the Commission based on feedbacks at Consumer Forums that may be set-up by NCC from time to time.
- **Code Amendment**

EKOVOOLT may amend this Consumer Code from time to time to conformance to set guidelines that may be required by law or by the NCC.

1. PROVISION OF INFORMATION TO CONSUMERS



General

Separate minimum periods will apply to the service we supply to you and to each other user depending on the pricing option and package you choose. The minimum service duration or period of service for Ekovolt's service is 30 days. The service will begin, and the minimum period starts on the day you purchase the customer premises equipment and any other equipment required to use the service, or on the day we activate the service whichever is later.

a. Description of Services

i. Volt Broadband

Volt Broadband is Ekovolt's high-speed fixed wireless broadband internet service delivered using radio access technology. This means internet connectivity is provided wirelessly from Ekovolt's network base stations to a radio/customer premises equipment installed at the customer's location.

The service is suitable for homes, offices, SMEs, and businesses that require reliable, always-on internet access for activities such as web browsing, email, file downloads, video conferencing, online meetings, internet calls, cloud applications, streaming, and general business operations.

We offer different internet plans to meet individual, household, and business needs.

For more information or to subscribe to any of our broadband services, please visit

www.ekovolt.com or call **07059707030**

b. Service Contracts & Duration

Prior to activating the service, every subscriber will be expected to sign a service contract which details full terms under which we provide products and services to our customers. It governs the contractual relationship between us and if any discrepancy exists between the Service Contract and Consumer Code of Practice, the Service Contract shall take precedence.

c. Pricing Information

i. Corporate Services

Pricing for services provided to enterprise customers are complex as per the individual requests and therefore deemed misleading if communicated before comprehending such requests.

However, pricing to enterprise customers are based on the following three (3) factors:

- **New Installation:** upon subscription, a new customer getting connected has the cost of equipment at no fee. The equipment is given free of charge but charged for the service subscription and billed separately for installation
- **Existing Installation:** An existing internet customer upon migration will only pay for the service subscription, have the equipment changed free of charge if the existing equipment at site does not work with Ekovolt and billed separately for activation.
- **Nature of business:** billing a customer will depend on the nature of business of the customer. Knowing the business type and the intended use of the service will determine the required/advisable plan to offer to the client.
- A customer may incur additional cost in either a new or existing installation in terms of maintenance agreement.

If there arise any change in the price of the bandwidth, the affected clients will be communicated to by email and a hardcopy sent by post to them a month before the expiration of service contract.



ii. Itemization of Charges

- Changes for bandwidth subscription will be sent to individual client a month to the end of the client's subscription expiration period in the form an invoice.
- The invoice will contain details/breakdown of the charges the client is expected to pay at the end of subscription expiration.
- Processing of the client's bill will be free of charge. The client is obliged to request for his/her bill at any given time.

iii. Timing of Issuance of Bill

Each client's bill will be processed and issued within 30 days to the end of each billing period. The bill shall detail all charges incurred during the billing period except where:

- there exists a separate agreement with the Consumer to the contrary; or
- there is a delay because of the inclusion by the Licensee of information from other suppliers or service providers in the bill; or
- there is a delay because of a change initiated by the Consumer, such as where the Consumer has requested a different billing frequency or billing period; or
- there is a delay because of the suspension of charges that are in dispute; or
- there has occurred a billing system or processing problem, in which case the problem shall be rectified, and bills issued without undue delay and in accordance with any time periods identified by the Commission; or
- billing is delayed by circumstances beyond the reasonable control of the Licensee, such as an event of force majeure

iv. Receipts and Consumer Payment Advice

- Every payment received from the client will be recorded into the clients' data base and a receipt issued to that effect. Each client will be able to verify their bill payment by acknowledgement of payment on the next bill issued.
- A copy of the payment advice will be sent by email. Clients are also free to call our customer care to enquire on any payment advice issue.

v. Billing Frequency

- Ekovolt's clients will be provided with a notice for the billing period with respect to each customer subscription and activation date. Such billing period will be agreed by both parties and will be specified in the contract form agreement.
- Any change in billing period will be communicated to the client by email at least two (2) months to the end of the billing period. The client(s) will be called to also notify them about the change in billing period and to seek their approval.

d. Contract Terms & Termination

A sample of our contract terms and related information is available on our website and can be made available upon request.



The contract terms signed with each consumer highlights the following information:

- commencement date of the contract
- the minimum contract term
- the minimum contract period and the manner and consequences of termination the situations where early termination is possible
- the method of calculating charges payable upon early termination
- the conditions and terms of renewal of the contract
- the conditions and terms of disconnection and reconnection and fees payable
- terms and conditions that applies to refund of any deposit including timing and deductions where applicable
- terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service; and
- terms and conditions relating to the delivery, installation and activation of the service.

e. Product Warranties & Maintenance

We guarantee that any equipment that we sell to you will work to the relevant specification for the minimum period of 90 days and will be free from faulty design, manufacture or materials. If at any time during the minimum period, you find that the equipment is not working properly you may return it to us and we will replace (or at our option) repair it. We will not be responsible for any defects arising from fair wear and tear, accidental or willful damage, misuse or failure to follow our instructions.

i. Provisioning of Service

- To order any of our services, you can visit our office, call our sales line or send an email. You can also order via our website www.Ekovolt.com
- You will have to pay for the customer premises equipment and at least one month's subscription for any selected plan based on our partners' product price list. Your service will be activated within 24 hours after confirming your payment.
- You agree to follow any reasonable instructions that we may give you relating to use of the service, and to allow us access to your premises if required. You also agree to get any permission needed from someone else if we must use their land or put our equipment on their premises.
- You may choose to cancel your order at any time up to ten working days, beginning with the day after we deliver the equipment or when you have collected the equipment. If you do so, you agree to return the equipment, following our instructions and at your cost. We will refund any payment you have made for the equipment. If we must collect the equipment, we may charge you our reasonable costs for doing so.
- If you are using any services, applications or features which are free of charge, these will end on the day your agreement with us ends.
- We may also act to manage the network's performance during periods where there is a high demand.

f. Fault Repairs & Service Interruption

- From time to time, you may encounter problems with the service. This may be because of problems with our equipment, network or with equipment on your premises. EKOVO shall inform subscribers via email, short message service or via any suitable medium of planned network maintenance either for preventive or corrective situations
- If you experience a problem with the service, you can contact our Customer Support Department. They will establish with you the cause of the problem and assist towards restoring the service. They will repair the fault if it is with our equipment. They will advise you how to repair the equipment or software if it is on your premises or will suggest who you need to contact.
- You agree to look after your customer premises equipment. If you do not do so and the equipment is damaged, you may have to pay for it to be repaired or replaced.
- If you return any equipment as faulty, we may test the equipment for its functionality and if it is working, we will send it back to you. If we do so, we may charge you cost for our testing and postage. This does not affect your legal rights relating to equipment which is faulty or wrongly described.

g. Subscription of Service

Customers may subscribe to Ekovolt's internet services by selecting a suitable broadband plan based on their required speed, usage needs, and location coverage. Once a customer indicates interest, Ekovolt will confirm service availability at the customer's location. Where coverage is available, Ekovolt will advise on the applicable service plan, installation requirements, equipment needed, subscription fee, and payment process. Upon payment and completion of installation, the customer's service will be activated for the selected subscription period. Customers may renew, upgrade, downgrade, or discontinue their subscription in line with Ekovolt's applicable service terms.

2. Advertising and Representation of Services

a. Availability of Service

Ekovolt's service is available in Lagos State. The service is based on a Fixed Wireless Line of Sight communications and so may be affected by geographic, atmospheric or other conditions or circumstances beyond our control.

b. Advertising of Packaged Service

- Ekovolt's customers are entitled to the supply of all components of a serviced package where Ekovolt has marketed the provision of its service as part of said package.
- All appropriate information to potential consumers shall be included in marketing materials provided by Ekovolt where it may be unlikely to supply any component of the service package

- The marketing materials may contain information on the pricing of the component of a service package; where this is so, the marketing materials shall also incorporate an estimate of the minimum total charge for the package and indicate any terms and conditions applicable to obtaining the component at the stated price

i. Advertising Practitioners Council of Nigeria (APCON)

- All marketing materials shall be prepared in line with the standard advertising codes from APCON as well as the Consumer Affairs departments of NCC. Accordingly, our adverts shall be approved by these bodies before being made available on any public domain

c. Internet Connections

Volt Broadband is a high-speed connection to the Internet that is 'Always On'. It gives you quick access to web sites, allows you download files quickly, make IP phone calls and even send facsimile messages. We offer a wide range of service plans for homes and offices. For more information and how to buy our broadband products, visit our website at www.Ekovolt.com or call 07059707030

d. Disclaimer

Ekovolt shall use reasonable efforts to provide services in line with applicable quality standards. The Customer acknowledges that service availability and performance may be affected by factors outside Ekovolt's reasonable control (e.g., severe weather, government action, third-party network issues, vandalism). Where service disruption is solely attributable to Ekovolt's fault, Ekovolt may apply a pro-rated credit and/or compensation for the affected period, and any approved credit shall be reflected in the next billing cycle.

e. Telemarketing

Ekovolt may contact Customers to market its products and services. Ekovolt shall obtain the Customer's consent to use personal information for marketing communications, and the Customer shall be deemed to have granted such consent unless the Customer opts out. The Customer may opt out of marketing communications at any time by notifying Ekovolt in writing through the official contact channels provided by Ekovolt.

3. CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES

a. Billing Information

You can settle the invoice by cash or direct payment through any of our nominated banks or by cheque provided the cheque shall mature and Ekovolt can earn value before your subscription expiry date. To prevent suspension, we recommend that payments via cheque should be made at least 72 hours before the service expiry date.

Payment billed to 212 Muri Okunola street, Victoria Island, 07059707030

b. Itemization of Charges

Customers are required to pay all applicable charges for the equipment and services provided by Ekovolt, including subscription fees, installation charges, equipment fees, applicable taxes, and any other agreed service-related charges.

Ekovolt shall provide customers with a bill or invoice showing an itemized breakdown of all charges payable for the service, as provided by the licensee. This allows customers to clearly understand the charges applied to their account.

Payment shall be made by cash, bank transfer, or any other payment method agreed with Ekovolt. Payments may be made at Ekovolt's office, nominated banks, or other approved collection channels as communicated on the customer's invoice.

c. Timing of Issuance of Bill

The billing frequency and billing period applicable to each customer shall be communicated based on the customer's subscription plan and service activation date, and shall be stated in the service agreement.

Where Ekovolt is required to change the customer's billing frequency or billing period, Ekovolt shall provide the customer with not less than ten (10) days' prior notice, including by email, before the change takes effect.

Ekovolt shall also ensure that customers are able to verify payments made through their next bill or invoice issued by Ekovolt. The next bill shall reflect relevant payment information, including previous payments received, outstanding balances where applicable, and the current charges due.

d. Receipts and Consumer Payment Advice

All bills will be sent to your email address unless you tell us otherwise. We will send your first bill shortly after we have provided the service to you for the first time. After that, we will send bills regularly. However, we may sometimes send you a bill at a different time, for example if the amount of money you owe us is considerably higher than expected.

e. Billing Frequency

You agree to pay the charges as soon as you receive your bill. You may also need to pay a deposit or a payment upfront before you can receive the service or goods.

f. non-payment of bills

If you do not pay your bill, we will send you a reminder or call you. If we do not receive payment by 12 midnight on the last day of your existing subscription, we shall suspend the service.

EKOVOULT will pursue all routes available to it to recover outstanding debt. We will send out reminder letters to follow up outstanding invoices. We will send these by email to the email address we have in your account details. We may suspend your service at any time for non-payment. We may instruct solicitors to recover outstanding debt.

g. Prepaid Services

All Ekovolt Broadband options (including any unlimited options) are provided in line with our fair-usage policy as set out in the 'Support' section of www.Ekovolt.com

4. CONSUMER OBLIGATIONS



i. Acceptance of Licensee Terms

Consumers shall be bound by EKOVO's terms of service on return of a signed service agreement, or on clearly accepting the service terms by any form of telecommunications. By activating the service on commencement date, you are deemed to accept our service terms.

ii Access to Maintenance

Consumers shall grant the Licensee or its authorized representatives, without charge, access to premises, equipment or facilities as reasonably required for any provisioning or maintenance of the services, equipment or facilities.

5. PROTECTION OF CONSUMER INFORMATION

We know that privacy is very important to our customers and we want you to feel confident about the privacy and security of your personal information. We take reasonable care to prevent any unauthorized access to your personal information. EKOVO recognizes the importance of your privacy. We use personal information that we collect from customers in accordance with strict procedures and laws of Federal Republic of Nigeria. We have set out below some important information about the personal information we may hold about you, and how we use it. Full details of our Privacy Policy can be made available by writing to us.

General Principles

When ordering for our service, we may ask you for information such as name, home or business address, contact phone numbers and email address. We collect this information by phone, in writing or through email. We may also ask you other relevant information about the service you are using or ordering.

a. Data Gathering

i. How we Use your Personal Information

We use information about you in the following way:

- Process of orders you place with us
- Charge for services we provide
- Publish your details in our directory; provide directory enquiry service or information to the regulator, NCC and other authorized government agencies
- Communicate with you about how to use the service and let you know about any changes to the service
- Market our own products and services. We need your permission to use your information for this purpose. We will assume we have your permission unless you tell us otherwise by writing to us at: 2 Connal Rd, Yaba, Lagos.
- Carry our market research and analysis on our current products and services and future developments. We will make sure that you cannot be identified. We may give information in this form to certain other people or organizations.
- Prevent and detect criminal activity, fraud, misuse of or damage to our network and prosecute and sue those responsible.
- We may provide information (in response to requests from authorized law enforcement agencies) to prevent and detect crime and prosecute offenders. We may also provide information to protect national security. In all cases, we will do so in line with the laws of Federal Republic of Nigeria.

b. Data Storage

i. How long we keep personal information

How long we keep personal information depends on how we use that information. In some cases, by law we must keep information for a minimum period. Unless specific legal requirements say otherwise, we will keep information no longer than is necessary for the purpose we collected or processed the information.

ii. Changes to our Privacy Policy

We may make changes to our Privacy Policy from time to time. Your continuing use of the i-com services indicates your agreement to the use of your personal information as set out in this Privacy Policy.

C. Data Sharing

i. Maintaining Data Quality

We take due care in ensuring that personal information provided by you are retained and processed in a manner that ensures that this information is accurate, relevant and current for the purpose for which it is to be used for.

6. COMPLAINTS HANDLING

a. Information to Consumers

If you are unhappy with our service, please contact us and let us know. It is through your feedback that we can review and improve the overall service we provide. If you have a complaint, our formal internal complaints procedure is outlined below. We are fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame. We do try and resolve complaints by telephone. Should you wish to receive a response in writing then please ask.

b. Special Needs

EKOVO is aware of its legal and moral obligations to disabled customers. We offer several different services for our customers with special needs. These services are designed to not only meet the demands of the current regulations, but to also enable us to offer the best possible service to these customers.

i. Special Literature

Copies of this code of practice in larger print are available by post from us. Our web developers are also working continually to improve the accessibility of our sites to disabled customers.

ii. Priority fault repair

In the event of a fault, where a special needs customer has a bona fide need of urgent repair, priority is given to restoring such a customer's service.

iii. Bill payment

Disabled customers who are dependent upon the service may nominate somebody who can help them deal with bills, and their account in general. Specifically, this nominee can:

- Be the person to whom the customer's bill is sent.
- Be the person to whom any enquiry will be made by EKOVO in the event of a bill not being paid.
- Pay the bill on behalf of the customer – but will not be held legally liable for the bill

To take advantage of any these services, customers with special needs must pre-register their requirements with us. To register please call Customer Care

c. Complaints Process

Consumers shall have the right to send in any complaint they may have concerning the services been rendered at any point in-time. Consumers are encouraged to send emails stating the problem they are having with the service. Such complaints are recorded, and the client will be informed of the possible time of action and duration of resolving the complaint. **Email** – info@ekovolt.com , **phone number** – 07059707030, **Address** – 212 Muri Okunola Street, Victoria Island.

Any complaint received either verbally or in writing shall be acknowledged. Each consumer will have an update status progress on their individual complaints receive

- **Consumer Complaint**

All complaints by consumers will first be lodged and dealt with by EKOVO in accordance with Clause 7 of this Code. Where a Consumer lodges a complaint with the Commission and does not initially contact us, the Commission will forward the complaint to EKOVO for resolution in accordance with our complaint handling process detailed in this Code.

i. Industry Complaints

Industry complaints are those made by one Licensee against another for an alleged breach of a consumer code. Industry complaints will also include complaints by a group representing consumer interests against a Licensee.

All Industry complaints will be lodged directly with the Commission. Where an Industry complaint is lodged with a Licensee, without evidence that the complaint has been lodged with the Commission as well, the Licensee shall forward a copy of the complaint to the Commission without delay and will notify the complainant that its further contact.

ii. Commission Investigation

The Nigerian Communications Commission (NCC) is empowered by law and is fully responsible for ensuring compliance as well investigation into complaints or breach of code by either EKOVO, her customers or between EKOVO and other providers.

iii. Appeals Process

Where there is a dispute between us that cannot be resolved within 60 days from the first date of lodging the complaint with us, you have the right to refer the matter to the Head, Consumer Affairs department of Nigerian Communication Commission.

iv. Confidentiality

We will treat any information concerning any complaint or compliance in confidence and will not disclose it to anyone except or in accordance with any instructions you have given us. However, there are circumstances in which we may be required by law to disclose information. Such requests normally come from Statutory Authorities, for example, Police Forces, EFCC and Excise etc. Any such disclosure will be strictly controlled and will be made fully in accordance with the laws of the Federal Republic of Nigeria.

v. Fault Process

Ekovolt operate a service desk which is reachable business hours Monday through Friday via telephone and email. All EKOVO subscribers can contact the help desk via telephone; 07059707030, email; support@ekovolt.com. Before you contact our support desk, please make sure that you have your customer ID and summary of the complaint.

vi. Resolution Time

We aim to deal with problems as quickly as possible and so our help desk assistance or that of our partners will try to resolve the fault during the telephone call although complaint about bills may take longer to put right. If this is not possible, they will inform you of a cause of action.

vii. Escalation

If you need to escalate a complaint about the way we have handled any aspect of your account or the way you have been treated when contacting the technical support or Customer Service desks you may escalate by writing detailing the nature of the complaint to:

The Head Customer Care

Ekovolt Telco Ltd

212 Muri Okunola,

Victoria Island, Lagos

viii. Contacting You

When we need to contact you, we will use your billing address, e-mail address mobile or fixed phone number. We will contact you to advice on the outcome of an investigation to any complaint which our help desk agents were unable to resolve during the initial telephone call.

d. Charges

Complaint handling processes shall be provided free of charge. However, we may impose a reasonable charge for complaint handling processes where investigation of the complaint requires the retrieval of records not less than (24) months old, and where that retrieval results in any incremental expense or significant inconvenience. Any such charges shall be identified, communicated and agreed with the subscriber before we bill for it.

e. Further recourse

Where a subscriber is not satisfied with the outcome of a complaint, they may escalate the matter through the appropriate internal escalation channels. If the complaint remains unresolved after internal escalation, the subscriber may refer the matter to the NCC for further actions.

f. Action on disputed charges

When there is an unresolved complaint or billing dispute, the consumer shall be obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute. We shall not impose any additional charges in form of credit management or interest until while the dispute is being resolved.

g. Data collection and analysis of complaints and outcome

Ekovolt Telco Limited shall maintain an appropriate complaint recording and management system for capturing complaints and their outcomes, in compliance with the Nigerian Communications Commission (NCC) Quality of Service Regulations. This system shall enable effective tracking, analysis, and reporting of recurring issues to support continuous service improvement and efficient complaint resolution.

h. Changes to complaint Handling Process

We shall from time to time and as may be required by NCC, review our complaint handling process. Revised and updated information will be posted to our website www.Ekovolt.com



i. Retention of Records

All complaints received and recorded will be retained for twenty-four (24) months following resolution of a complaint.

- **Tampering with Equipment**

Consumers shall not use any equipment or related facilities provided by a Licensee for reasons other than those related to normal service and shall not do anything that interferes with the functioning of such equipment or facilities, without prior written authorization from EKOVOOLT. Consumers shall be responsible for any loss of or damage to equipment or facilities that result from actions contrary to the terms and conditions of service or this Code.

- Modification or attachment of any unauthorized device to the Licensee's equipment or facilities is prohibited without prior written authorization from the Licensee.
- No equipment or device that interferes in any way with the normal operation of a telecommunications service, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by EKOVOOLT that requires special authorization, may be installed by or on behalf of any Consumer.

7. Reselling Services without Authorization

The Customer warrants that the Services will not be resold, unless EKOVOOLT is notified in writing of the Customer's intent to do so. If the Services are resold with notice to EKOVOOLT, the Customer shall save and hold EKOVOOLT harmless for all liability arising from the use or misuse of such resold services, which must be sold under a formal agreement similar in form to this Agreement, including the Acceptable Use Policy. The Customer acknowledges that notice to EKOVOOLT of its intent to resell the Services is an acceptance of this clause. The Customer may, however, share the services with third parties without cost. The Customer acknowledges that liability for any use or misuse of the shared services shall rest with the Customer.

8. Misuse of Service

Consumers shall not misuse public telecommunications services, including by: dishonestly obtaining telecommunications services; or possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently; or using services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulation.

9. CODE COMPLIANCE

- **Licensees (EKOVOOLT) Responsibility**

EKOVOOLT takes its responsibility to the code compliance very seriously and recognizes the importance of developing and maintaining good Code that is approved by the commission. The company is committed to an ongoing process of improvement in its operational performance, seeking not only to comply with legal or mandatory requirements but also proactively educate her employees regarding the code compliance and providing the required information to the Commission as at when needed.

- **Compliance Monitoring and Reporting by the Commission**

EKOVOOLT is in full support and agrees to work with the Commission as well as customers to ensure that the service it delivers in terms of quality and customer support continues to meet and even exceed developed standards and codes of conduct.



10. ACCEPTABLE USE POLICY

For the complex network of networks which we call “the Internet” to function correctly, it is essential that all of those who connect to it do so in accordance with generally accepted standards and practices.

Most customers of EKOVOOLT Internet will be using commercial software which handles all technical aspects of their connection for them, but certain configuration issues and matters of courtesy or common sense must be noted by all users.

EKOVOOLT Internet’s relationship to other networks, and ultimately its connectivity to the rest of the Internet, depends largely upon proper behavior by its customers, and therefore EKOVOOLT Internet cannot tolerate any practices by any of its customers which may negatively impact our equipment or network, or that of other users of the Internet, or which in any way damage EKOVOOLT Internet’s standing in the wider Internet community.

EKOVOOLT will therefore enforce appropriate sanctions against any Customers who are responsible for abuse of the Internet. Such sanctions include, but are not limited to, a formal warning, suspension of one or more of the Customer’s services, suspension of all Internet access through EKOVOOLT Internet, or termination of the customer’s account(s). Where services are cancelled or withheld for abuse, EKOVOOLT Internet shall not be obliged to refund any unused portion of fees paid and reserves the right to levy appropriate additional charges as damages. Such charges shall not preclude or supersede any rights EKOVOOLT may have under the Service Agreement with the Customer.

For the guidance of customers on what EKOVOOLT/Partners Internet considers to be unacceptable, some general issues are addressed below. Please note that EKOVOOLT is not responsible for the content of external sites which are referenced by this AUP.

- You must not use your Internet connection for any illegal and terrorism purposes. You should be aware that some material is illegal to possess or transmit. You should also note that unauthorized access to computer systems can be an offence; although many machines connected to the Internet are placed there so that you may access them, it does not follow that you may access any computer you come across.
- Your traffic over the Internet may traverse other networks, or use other services, which are not owned or operated by EKOVOOLT/Partners Internet. If more restrictive than this AUP, you must also abide by the AUPs and other terms and conditions imposed by the operators of those networks and services.
- You must not send packets onto the Internet which have forged addresses, or which are deliberately constructed to adversely affect remote machines.
- Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet.
- You may not run “scanning” software which accesses remote machines or networks, except with the explicit permission of those remote machines or networks.
- You must ensure that you do not further the sending of unsolicited bulk email or any other form of email or “abuse”. This applies to both materials which originate on your system and third-party material which passes through it.

- You must not run an “open mail relay”, viz a machine which accepts mail from unauthorized or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine does relay mail, on an authorized basis, then it must record its passing through your system by means of an appropriate “received” line. As an exception to the ban on relaying, you may run an “anonymous” relay service if you monitor it in such a way as to detect unauthorized or excessive use. However, you may not relay traffic from such an anonymous system via the providers Internet’s servers, i.e. you can only pass email from such a system to the providers Internet where this is the correct destination for final delivery.

Any decision EKOVO/Partners Internet makes in relation to its services will be final on all matters

The customer shall not:

- Obtain or seek to obtain, by any means whatsoever, information regarding the personal identification or password of any other person which is a customer of EKOVO or any network to which the Customer may be permitted access;
- Obtain or seek to obtain access to or interfere with any programs or data maintained by EKOVO;
- Develop or use programs which adversely affect or impact other customers, the Services, the Internet or any computer network;
- Use transmits or store anything obscene, offensive or defamatory or which appropriates a personality without legal permission or which in any way violates or infringes copyright, trademark or other intellectual property rights;
- Utilize the Services and the Internet for any purpose which is contrary to the laws of any government having jurisdiction over EKOVO and/or the Customer; and
- Commit any act or cause or permit any act to be committed or provide any services which will conflict with or affect in any way the provision of the Services by EKOVO

