

Background

TelcoTalk's contract terms mandates every customer, to NOT USE our facilities for unlawful purposes, including Copyright Infringement.

Our policies entitle us to terminate a customer's account if the customer breaches contract terms. This is our convention and standard regarding customers who repeatedly commit copyright infringement.

We reserve the right to alter this policy at different times, and to depart from it on case basis where considered appropriate. In particular, we may terminate an account without notice based on circumstantial justification where considered so, or both.

Meaning of Terms

A person is termed an 'Infringer' if:

- The person holds an account with us i.e. is our customer/client; and
- A third party asserts that the customer/client account has been used to commit copyright infringement.
- There is good evidence that customer/client account has been used to commit copyright infringement.

Good evidence' of infringement includes:

- A court ruling.
- A statutory declaration (or equivalent) by a third party.
- Any other notice, demand, evidence, fact or circumstance(s) that the law entitles us to take as proof of copyright infringement or a reasonable likelihood of copyright infringement.

1. First Infringement

For a first time "infringement":

- i. We shall keep a record.
- ii. We shall notify the customer/client about the record and its date.
- iii. We may send the notice via the customer's/client's TelcoTalk email account.

2. Second Infringements

If customer/client infringes again, we shall check for a prior infringement record. If a previous record appears, the customer/client is considered a 'second infringer', subsequently:

- i. We shall keep a record.
- ii. We shall notify the customer/client about the record of second infringement and its date.
- iii. We may send the notice via the customer's/client's TelcoTalk email account.
- iv. The customer/client then has seven days to show us, by written, signed statement, good cause why their account should not be terminated.
- v. After the seven days, the concerned account shall be terminated unless the customer/client has shown "good cause" as to why "their account" should not be terminated.

3. Third and Subsequent Infringements:

If customer/client repeatedly tries to infringe, we shall check for a prior infringement record. The customer/client becomes a 'repeat infringer' if the record reveals more than one past infringements, consequently:

- i. We shall keep a record.
- ii. We shall terminate identified account.
- iii. A Due Notification will be send to the concerned customer/client.