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## OUT OF THIS WORLD INTERNET SOLUTIONS

Date last changed: 29 November 201

### Acceptable Use Policy

#### General Notice

Thank you for reading ASAP's Acceptable Use Policy (AUP). By accessing ASAP's website, or by contracting with us for service, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed or provided to you in connection with a service or website.

The purpose of this AUP is to comply with the relevant laws of the Republic; to specify to customers and users of our service/website what activities and online behaviour are considered an unacceptable use of the service/website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our customer services/legal department at 087 550 1891.

ASAP respects the rights of our customers and users of our services to freedom of speech and expression; access to information; privacy; human dignity; religion, belief and opinion in accordance with our constitution. We undertake not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our network.

#### ISPA membership and Code of Conduct

ASAP confirms that in compliance with section 72 of the Electronic Communications and Transactions Act 25 of 2002, ASAP is a member of the Internet Service Providers' Association (ISPA) and has adopted and implemented the association's official Code of Conduct, which can be viewed at <http://ispa.org.za/code-of-conduct/>

#### Unlawful Use

ASAP's services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic.

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This includes:

1. Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
2. Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
3. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover, ASAP cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by ASAP's network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.
4. Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.
5. Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with ASAP on behalf of another subscriber without their consent.
6. Any violation of the exchange control laws of the Republic.
7. Any activity that results in the sale, transmission or distribution of pirated or illegal software.
8. Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal. Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, ASAP will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using ASAP's resources, including the provisioning of all personal identifiable data.

### Prohibited Activities

The following sections outline activities that are considered an unacceptable use of Company's services/network/website and also detail the guidelines for acceptable use of certain facilities/services, as the case may be.

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### Threats to Network Security

Any activity which threatens the functioning, security and/or integrity of ASAP's network is unacceptable.

This includes:

1. Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by ASAP for this goal;
2. Any effort to use ASAP's equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
3. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
4. Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person;
5. Any activity which threatens to disrupt the service offered by ASAP through "denial of service attacks", flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks;
6. Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus; Trojan horse; worm, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.
7. Any unauthorised monitoring of data or traffic on the network without ASAP's explicit, written consent.
8. Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails.

### Public Space and Third Party Content and sites

In reading this AUP or in signing a service contract with ASAP, you acknowledge that ASAP has no power to control the content of the information passing over the Internet and its applications, including e-mail; chatrooms; news groups; or other similar fora, and that ASAP cannot be held responsible or liable, directly or indirectly, for any of the abovementioned content, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

Our services also offer access to numerous third party webpages. You acknowledge that we exercise absolutely no control over such third party content, or sites and in such cases, our network is merely a conduit or means of access and transmission. This includes, but is not limited to, third party content contained on or accessible through the ASAP network websites and web pages or sites displayed as search results or contained within a directory

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of links on the ASAP network. It remains your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you.

Access to public Internet spaces, such as bulletin boards, Usenet groups, chat rooms and moderated forums is entirely voluntary and at your own risk.

ASAP employees do not moderate any of these services, or your communications, transmissions or use of these services. We do not undertake any responsibility for any content contained therein, or for any breaches of your right to privacy that you may experience as a result of accessing such spaces.

### **Usenet Newsgroups**

The customer is responsible for determining and familiarizing himself or herself with the written policies of a given newsgroup before posting to it. The customer must comply with these guidelines at all times which can be obtained from other users of the newsgroup upon request, or from the group's administrators/moderators.

The following are prohibited practices with regard to Usenet newsgroups and ASAP reserves the right to delete and/or cancel posts which violate the following conditions:

1. Excessive cross-posting of the same article to multiple newsgroups.
2. Posting of irrelevant or off-topic material to newsgroups (also known as USENET spam).
3. Posting binaries to a non-binary newsgroup.
4. Posting adverts, solicitations, or any other commercial messages unless the guidelines of the newsgroup in question explicitly permit them.

ASAP does not monitor nor control the content that is available or unavailable via newsgroup and/or UseNet services. The services offered by ASAP in respect to UseNet services is merely a convenience to ASAP customers to make the use of the service more convenient. ASAP accepts no liability and has no control over the content that may or may not be available, including , but not limited to, pornography, illegally obtained movies, applications and music.

### **Unsolicited, Spam and Junk mail**

Spam and unsolicited bulk mail are highly problematic practices. They affect the use and enjoyment of services by others and often compromise network security. ASAP will take swift and firm action against any user engaging in any of the following unacceptable practices:

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1. Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail;
2. Operating or maintaining mailing lists without the express permission of all recipients listed;
3. Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients;
4. Using ASAP's service to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services, that violate this AUP or the AUP of any other Internet service provider;
5. Including ASAP's name in the header or by listing an IP address that belongs to ASAP in any unsolicited email sent through ASAP's network or not;
6. Failure to secure a customer's mail server against public relay as a protection to themselves and the broader Internet community. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed. ASAP reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user. ASAP also reserves the right to examine the mail servers of any users using ASAP's mail servers for "smart hosting" (when the user relays its mail via a ASAP mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with ASAP's privacy policy.

### Spam/Virus Filtering

ASAP provides a spam and virus filtering system to protect customers from unsolicited mail and viruses. The customer acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to the customer. The customer acknowledges and agrees that ASAP shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.

### Webmail

Webmail and other web based email services made available by ASAP are provided on an "as is" basis without representations, warranties or conditions of any kind, and the customer acknowledges and agrees that ASAP shall have no responsibility for, or liability in respect of, any aspect of the Webmail services, including without limitation for any lost or damaged data or any acts or omissions of ASAP. As webmail storage space is limited, some Webmail messages may not be processed due to space constraints or message limitations.

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Webmail is provided to individuals and for personal use only. Any unauthorised commercial use of the Webmail service, or resale of the Webmail service is expressly prohibited.

### **Uncapped Services**

It is our goal to protect the quality of our network to provide the best possible internet experience for all of our clients using all Uncapped services. As such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in such a way that it enables us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available.

### NowSurfing Wireless Services

ASAP's Wireless services are subject to the same form of protocol shaping and management as our DSL and Fibre products during times of Network congestion and may be subject to the Thresholds as noted below. In the case of The wireless services, Torrents and Peer-to-Peer type traffic is restricted to being used only from 00:00 to 06:00 each day.

The Wireless services are defined by their download speeds as indicated. As with all broadband services, the upload speed is normally a fraction of the download speed – on the Home service this is 50% and on the Premium service, it is 100% of the download speed.

### Home Uncapped / Premium Uncapped

Home Uncapped services are best suited for average home users who make little to no use of high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to). Home Uncapped services are proactively managed by the ASAP Network Management System.

Premium Uncapped services are better suited to more advanced users, and are managed proactively by the ASAP Protocol Manager.

### Premium Uncapped (DSL and Fibre) - ASAP Network Management System

The ASAP Network Management System is used to provide all uncapped users on our network with the best possible internet experience. During peak network times, we give priority to real time services (such as browsing, email, streaming etc.), high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to) will receive less priority.

Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes will be managed by the ASAP Network Management System. The ASAP Network Management System may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. We reserve the right to use the ASAP Network Management System to manage the quality of our network should network capacity not be available at any time, we assure our clients that we will do this in a responsible manner should the need arise. Any user that is

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found attempting to bypass or circumvent the ASAP Network Management System will be suspended and could have their service cancelled.

### Home Uncapped (DSL and Fibre) – ASAP Protocol Manager

Home Uncapped services are managed by predefined thresholds and when exceeded the account speed will be managed down to a maximum of 50% of the account speed. Should the demand on the network exceed available capacity these thresholds may be managed more aggressively by the ASAP Network Management System and differ to the table below.

The thresholds per account speed are:

<u>Speed</u>	<u>Threshold</u>
2Mbps	50GB
4Mbps	100GB
10Mbps	240GB
20Mbps	450GB
40Mbps	850GB
100Mbps	2200GB

Any user that is found attempting to bypass or circumvent the ASAP Network Management System will be suspended and could have their service cancelled.

### Premium Uncapped (DSL and Fibre)

This is an uncapped service that is prioritised for Business Users based on available network capacity where high priority is required for typical business protocols. Business protocols such as VOIP, Terminal Services, Web Browsing and Email are unshaped.

Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes or non-typical business protocols (such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents) will be managed by the ASAP Network Management System. The ASAP Network Management System may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. ASAP reserves the right, to at its discretion manage non typical business protocols such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents and/or rate limit service speed.

We reserve the right to use the ASAP Network Management System to manage services in order to protect the quality of our network according to the available network capacity, we assure our clients that we will do this in a responsible manner should the need arise.

Any user that is found attempting to bypass or circumvent the ASAP Protocol Manager will be suspended and could have their service cancelled.

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### **Protection of Minors**

ASAP prohibits customers from using ASAP's service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography.

### **Privacy and Confidentiality**

ASAP respects the privacy and confidentiality of our customers and users of our service. Please review our privacy policy which details how we collect and use personal information gathered in the course of operating this service.

### **User Responsibilities**

Customers are responsible for any misuse of Company's services that occurs through the customer's account. It is the customer's responsibility to ensure that unauthorised persons do not gain access to or misuse ASAP's service.

ASAP urges customers not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the customer and ASAP cannot be held liable for the Customer being placed on any bulk mailing lists as a result. Where the customer has authorised a minor to use any of the ASAP's services or access its websites, you accept that as the parent/legal guardian of that minor, you are fully responsible for: the online conduct of such minor; controlling the minor's access to and use of any services or websites; and the consequences of any misuse by the minor, including but not limited to transactions entered into by the minor using such access.

ASAP cannot be held liable for any business dealings you have with any third parties on the Internet, including any vendors, or advertisers found on, or through, the ASAP network. Further, ASAP assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable customs and exchange control laws in connection with any such transactions shall be the customer's.

### **Notice and Take-down Procedures**

ASAP confirms that it has a procedure in place for the notice and take-down of illegal material. In compliance with section 77 of the Electronic Communications and Transactions Act (No. 25 of 2002) ASAP's designated agent for this process can be reached at 010 500 1200 or at: [takedown@ispa.org.za](mailto:takedown@ispa.org.za). The notice and take-down procedure can be viewed at <https://ispa.org.za/tdn/>.

Customers are also notified of the content and procedures of the ISPA Code of Conduct ([www.ispa.org.za/code](http://www.ispa.org.za/code)) which may be used against any Internet service provider who fails to comply with the code of conduct. We urge you to familiarise yourselves with this code.

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### Complaints and procedures

It is the customer's responsibility to familiarise himself or herself with the procedure set out below and report any cases of violation of this AUP to ASAP's designated complaints handling agent.

Please note that ASAP cannot handle complaints concerning networks or users that do not have service contracts with us or our affiliates, or are outside of our control.

In order for ASAP to thoroughly investigate the complaint and take appropriate action, all complaints must be in writing, via fax or e-mail and contain as much information as possible, including, but not limited to:

- The origin of abuse or offence, including the website, full mail headers, relevant log file extracts etc.;
- Any contact details for the source of the complaint;
- A brief explanation why the incident is considered to be an offence.

ASAP discourages anonymous complaints being made via this service, and urges complainants to supply their name and contact details to us. Such information will not be released, except where required by law enforcement. Anonymous complaints will however be acted upon as long as sufficient detail as outlined above is supplied.

### Action following breach of the AUP

Upon receipt of a complaint, or having become aware of an incident, ASAP may take any of the following steps:

- In the case of a network, inform the user's network administrator of the incident and request the network administrator or network owner to deal address the incident in terms of this AUP and the ISPA Code of Conduct;
- In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means;
- In the case of individual users, warn the user; suspend the user's account and/or revoke or cancel the user's network access privileges completely;
- In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
- Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;
- Institute civil or criminal proceedings;

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- Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies

### Reservation and Non Waiver of Rights

- ASAP reserves the right to amend or alter this policy at any time, and without notice to you.
- ASAP reserves the right to take action against any individuals, companies or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.
- ASAP reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over our network.
- ASAP reserves the right to monitor user and network traffic for site security purposes and prevent any unauthorised attempts to tamper with our site or cause damage to our property.
- ASAP reserves the right to suspend, revoke or cancel ASAP's services to the customer/user if the safety and integrity of ASAP's resources are placed at risk in continuing to provide service to the subscriber/user.
- ASAP reserves the right to remove any information or materials in whole or in part, that, in ASAP's sole discretion, is deemed to be offensive, indecent, or otherwise objectionable.
- ASAP does not undertake to guarantee the security of any data passing through its networks. Although ASAP will provide a "best effort" service, including regular updates on computer viruses and other threats to security of data, it is the responsibility of the communicating parties to safeguard their data, and ASAP cannot be held liable for any loss or damage arising as result of the failure to do so.
- ASAP does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should ASAP fail, neglect or elect not to enforce a breach of the AUP at any time.

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