



ACCEPTABLE USE AND FAIR USAGE POLICY

Important Note

This Acceptable Use and Fair Usage Policy (“AUFUP”) of Wirulink Pty Ltd (“Wirulink”), will be subject to change, with or without notice. Please enquire from time to time to stay abreast of the content thereof. This document has been created by Wirulink Pty Ltd. The contents or any part thereof may not be used or copied in any way without prior written permission.

Introduction

This document sets out general issues related to the Wirulink internet service provision, as contained in this AUFUP. Your Wirulink internet connection provides you access to a vast collection of networks around the world via the World Wide Web, electronic mail, File Transfer Protocol (FTP), etc. Your use of these services is subject to this AUFUP. It is our intention to allow our customers access to everything the internet has to offer, with minimal or no interference. Our belief in free speech is a firm commitment to our customers. However, certain activities are considered inappropriate by the internet community at large and cannot be permitted under the guise of free speech. Save as may be set out herein, we do not monitor the activity of accounts, except for measurements of system utilization and billing records. However, in our efforts to promote good citizenship within the internet community, if we become aware of inappropriate use of our service, we will respond appropriately.

If a Wirulink account is used in a manner which violates this AUFUP, we reserve the right to terminate the service with or without notice. Our preferred course of action is to advise you of the inappropriate behaviour and any corrective action that is necessary. However, certain circumstances may warrant immediate termination of the service without notice. As a member of our network community, we encourage you to use your internet access responsibly. Should you have any questions regarding this policy, feel free to contact us on 010 595 0000 for more information. Reports of activity in violation of this policy may be sent via e-mail to support@wiru.co.za.

Service Availability

Wirulink will use reasonable endeavours to keep the service available at all times. However, you agree that Wirulink shall not be liable to you or any other person whatsoever in respect of any loss or damages caused by or arising from the unavailability of, or any interruption in the service for any reason whatsoever. Neither you nor any other person shall have any claim against Wirulink for any direct, consequential, incidental, indirect or special loss or damages including (without being limited to) business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of, or interruption in the service, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if Wirulink, its directors, its employees or shareholders were negligent, and you indemnify Wirulink accordingly.

Conditions of Access

Wirulink hereby, with effect from the date of service, grants you access to the service on the terms and conditions of this AUFUP. You hereby acknowledge receipt of such access and agree that you will not attempt to circumvent Wirulink's user authentication processes or engage in attempts to access the Wirulink network where not expressly authorised to do so. Should you fail to comply with this provision, you agree to pay to Wirulink immediately, on demand, all costs, loss and/or damages incurred or suffered by Wirulink as a result of your breach.

Protecting Your Account

It is your responsibility to keep your password and access details secure and not to share your password and account access with anyone. Attempting to obtain another user's information is strictly prohibited, and may result in termination of service.

Account and Network Security

It is also your responsibility to implement security measures, including but not limited to the following:

- changing your internet account password regularly
- changing your router default password regularly
- installing licensed internet security software,

which includes, but are not limited to, protection against internet threats such as viruses, malicious software, spyware, hacking attempts, etcetera, and monitoring your internet account for irregularities.

You may not:

- attempt to circumvent the user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing making use of a server or account you are not expressly authorized to access, or probing the security of other networks
- use or distribute tools designed for compromising security. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools; or
- attempt to interfere with service 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.

Electronic Mail

Your internet account with Wirulink includes the ability to send and receive electronic mail. Misuse of e-mail may result in termination of service. The following examples are non-exclusive and are provided for guidance to customers:

- use of an e-mail account to send an unsolicited bulk or commercial message is prohibited on your Wirulink account. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such material may only be sent to those who have explicitly requested it;
- sending mass unsolicited mail or deliberately sending very large messages or files to one or more recipients ("mail bombing") is prohibited;
- forging or removing e-mail headers is prohibited;

- use of e-mail to harass or intimidate other users is prohibited. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail from you, you must not send that person any further messages; and
- Wirulink email accounts may not be used to collect replies to messages sent from another ISP, where those messages violate this AUFUP or the AUFUP of the other ISP. Wirulink reserves the right to delete messages or files which have remained on its servers for excessive periods of time as determined by Wirulink, in its sole discretion.

Protection of Network Performance

Wirulink reserves sole discretion to determine whether any customer's use of the Wirulink internet service interferes with other customers' use and enjoyment of any services provided by Wirulink to customers over the same network. The following examples are non-exclusive and are provided for guidance to customers:

- the sending of excessive numbers of e-mail or excessively large files which, in Wirulink's sole opinion, negatively affects the performance of the network or any server on the network may result in deletion of the offending message or file, and may result in the termination of services;
- Wirulink internet accounts operate on shared resources, unless subscribed for otherwise. You are prohibited from excessive consumption of resources, including central processing unit time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performance of Wirulink systems or networks. Wirulink reserves the right to terminate or limit such activities; and
- you may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, repetitive pinging the host.

Web Hosting

Your Wirulink account provides the option to purchase web hosting space. Wirulink will routinely monitor the size your personal web page and may, from time to time, monitor the contents of web site. You are solely responsible for any information contained on your website. However, if complaints are received regarding language, content or graphics contained on a customer's website, Wirulink may, at its sole discretion, remove the website and / or terminate your web hosting service.

You may not use your personal home page to publish material which Wirulink determines, at its sole discretion, to be unlawful, indecent or objectionable.

- For purposes of this AUFUP, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.
- "Unlawful content" is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to obscene material, defamatory, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (e.g. copyright or trademarks).
- "Indecent content" is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.

- “Objectionable content” is otherwise legal content with which Wirulink concludes, in its sole discretion, it does not want to be associated with in order to protect its reputation and brand image, or to protect its directors, employees, shareholders and affiliates.

Examples of prohibited website content include:

- materials that depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value;
- materials that suggest or depict obscene, indecent, vulgar, lewd or erotic behaviour, and which lack serious literary, artistic, political or scientific value;
- materials that hold Wirulink (including its affiliates, directors, employees or shareholders) up to public scorn or ridicule, or which unreasonably criticize Wirulink, its directors, its employees, its products or services; and
- materials which encourage the commission of a crime, or which tends to incite violence, or which tends to degrade any person or group based on sex, nationality, religion, colour, age, marital status, sexual orientation, disability or political affiliation.

Illegal Activities

Any activity on Wirulink’s network that is a violation of any law, regulation or this policy, as such may be in force from time to time, may result in immediate termination of service without notice to you. It is also your responsibility to ensure that you are aware, stay aware of, and shall at all times comply with, all statutory or other regulatory provisions and rules applicable to the provision and use of the Wirulink service as amended from time to time, including but not limited to the provisions of the Electronic Communications and Transactions Act 25 of 2002, the Films and Publications Act 65 of 1996 and the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002.

Prohibited activities include, but are not limited to:

- transmitting obscene materials, including child pornography or any material regarded as illegal;
- intentionally spreading or threatening to spread computer viruses;
- gaining or attempting to gain unauthorized access to private networks including Wirulink’s private network infrastructure;
- accessing or attempting to access information not intended for the customer;
- engaging in the transmission of pirated software;
- conducting or participating in illegal gambling, soliciting for illegal pyramid and other schemes through electronic mail; or
- any other activities declared to be illegal in terms of any applicable law.

Internet Uncapped Fair Usage Policy

Wirulink internet uncapped accounts are designed for either home or business use, and customers need to select the appropriate package designed for their access port speed and type of usage application (for example, for business or home use). Wirulink uncapped products are not capped in the ordinary course. However, Wirulink reserves the right to apply restrictions on an uncapped account if a customer’s behaviour is determined to be affecting the user experience of other customers on the Wirulink network. Such restrictions may include but are not limited to throttling a customer’s throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer’s bandwidth to limit the use of bandwidth intensive protocols and applications.

Examples of customer behaviour which may compromise the Wirulink network performance include, for example, causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as peer-to-peer. In the event of such behaviours, Wirulink reserves the right to terminate the account of a customer whose usage is continuously affecting the network performance, as a customer of Wirulink internet uncapped products.

In order to assist a customer to be made aware of when his or her behaviour is compromising the network performance, Wirulink will provide to the customer such information as is practically available regarding the customer's usage status by way of usage reports. From these reports, a customer will be able to track when his or her usage is dangerously high. Once usage is indicated as being dangerously high, Wirulink reserves the right to suspend the relevant customer's usage within 24 (twenty four) hours of usage having reached such levels. Customers who are restricted in the aforementioned manner in a calendar month will be returned to full service profile at the beginning of the next month. These controls will be implemented by Wirulink in addition to those set out elsewhere in this AUFUP regarding unlawful behaviour.

Breach of the Acceptable Use Policy

In general, if you use your Wirulink internet account in a manner which:

- violates rules, regulations and policies applicable to any network, server, computer database, website or Internet Service Provider ("ISP") that you access through your internet account;
- violates any law, regulation, treaty or tariff,
- is defamatory, fraudulent, indecent, offensive, deceptive; or threatens, harasses, abuses or intimidates others;
- damages the name or reputation of Wirulink, its holding company, affiliates and subsidiaries;
- interferes with other customers' use and enjoyment of the services provided by Wirulink;
- breaches the security on any computer network;
- to access an account which does not belong to you

it will be regarded as a breach of this AUFUP.

In the event of breaches of this AUFUP, Wirulink will, where circumstances allow, provide notice of the breach to the relevant user with a request to remedy same immediately, failing which the relevant customer's account may be terminated. However, where the circumstances warrant it, Wirulink, may terminate a customer's account without notice. In addition, users who violate systems or network security may incur criminal or civil liability. Wirulink will co-operate fully with investigations of violations of systems or network security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations.

Indemnity

By making use of Wirulink's services, you hereby unconditionally and irrevocably indemnify Wirulink and agree to hold Wirulink free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Wirulink or instituted against Wirulink as a direct or indirect result of:

- your use of the service;
- your failure to comply with any provision of this AUFUP or any other terms, conditions or requirements which Wirulink may impose from time to time, with or without notice; and
- any unavailability of, or interruption of the Wirulink internet service

Cession and Delegation

You may not cede any of your rights or delegate any of your obligations under this AUFUP without Wirulink's express written consent.

Wirulink shall be entitled, in its sole discretion, with or without notice to you, to cede and transfer or delegate to any third party all or any of its rights or obligations.

General

Wirulink's failure to enforce this policy, for whatever reason, shall not be construed as a waiver of Wirulink's right to do so at any time.

Wirulink reserves the right to amend or change the AUFUP from time to time, with or without notice.