

ACCEPTABLE USE POLICY (AUP)

INTRODUCTION

1. The purpose of this document is to provide an understanding of Kawuleza Connect's Acceptable Use Policy. This policy serves to define the accepted behaviour of users on Kawuleza Connect's (Kawuleza) network. This allows Kawuleza to:

- Maintain the integrity and quality of its services,
- Protect its customers and infrastructure from abuse,
- Adhere to the current laws and regulations governing organisations and service providers in the countries that it operates in,
- Co-exist within the global internet community as a responsible service provider.

THE NETWORK

1. The user acknowledges that Kawuleza is unable to exercise control over the data passing over the infrastructure and the Internet, including but not limited to any websites, electronic mail transmissions, news groups or other material created or accessible over its infrastructure. Therefore, Kawuleza is not responsible for data transmitted over its infrastructure.

2. Kawuleza' infrastructure may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

3. Users of the Kawuleza network include not only the Kawuleza customers, but in the case of resellers of the Kawuleza' services, the customers of the resellers too. Resellers of Kawuleza' services are responsible for the activities of their customers.

4. The user may obtain and download any materials marked as available for download off the Internet, but is not permitted to use their Internet access to distribute any copyrighted materials unless permission for such distribution is granted to the user by the owner of the materials.

5. The user is prohibited from obtaining, disseminating or facilitating over Kawuleza's network any unlawful materials, including but not limited to:

- Copying or dealing in intellectual property without authorization,
- Child pornography, and/or
- Any unlawful hate-speech materials.

6. To help ensure that all customers have fair and equal use of the service and to protect the integrity of the network, Kawuleza reserves the right, and will take necessary steps, to prevent improper or excessive usage thereof.

7. The action that Kawuleza may take includes, but is not limited to:

- Limiting throughput;
- Preventing or limiting service through specific ports or communication protocols; and/or

- Complete termination of service to customers who grossly abuse the network through improper or excessive usage.

8. This policy applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.

9. Online activity will be subject to the available bandwidth, data storage and other limitations of the service provided, which Kawuleza may, from time to time, revise at its own discretion and without prior notice to the customer.

SYSTEM AND NETWORK SECURITY

1. All references to systems and networks under this section includes the Internet (and all those systems and/or networks to which user is granted access through Kawuleza) and includes but is not limited to the infrastructure of Kawuleza itself.

2. The user may not circumvent user authentication or security of any host, device, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, device, or network (referred to as "denial of service attacks"). The host, device, network or account shall also not be used for any illegal purpose, including phishing.

3. Violations of system or network security by the user are prohibited, and may result in civil or criminal liability. Kawuleza will investigate incidents involving such violations and will involve and co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorisation of Kawuleza.
- Unauthorised monitoring of data or traffic on the network or systems without express authorisation of Kawuleza.
- Interference with service to any user, device, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.

E-MAIL USE

1. It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements, etc). This is strongly objected to by most Internet users and the repercussions against the offending party and Kawuleza can often result in disruption of service to other users connected to Kawuleza. In addition, spam is unlawful in terms of the Electronic Communications and Transaction Act 2002, and Kawuleza is entitled to take appropriate steps against the User in contravention of these provisions of the Act.

2. Maintaining of mailing lists by users of Kawuleza is accepted only with the permission and approval of the list members, and at the members' sole discretion. Should mailing lists

contain invalid or undeliverable addresses or addresses of unwilling recipients those addresses must be promptly removed.

3. Users may not forward or propagate chain letters nor malicious e-mail.

4. Public relay occurs when a mail server is accessed by a third party and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Users' mail servers must be secure against public relay as a protection to both themselves and the Internet at large. 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.

5. Kawuleza reserves the right to examine users' mail servers to confirm that their server is not a public relay and the results of such checks can be made available to the user. Kawuleza also reserves the right to examine the mail servers of any users using Kawuleza mail servers for "smarthosting", content filtering 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 Kawuleza' policy of preserving customer privacy.

INTERCEPTION

1. The User acknowledges that Kawuleza is lawfully required to intercept communications in accordance with the provisions of the Regulation of Interception and Provision of Communication-related Information Act 70 of 2003 ("the Act"). Any interception of communications shall be strictly in accordance with the requirements of the Act, as and when required under the Act.

MANAGING ABUSE

1. Upon receipt of a complaint, or having become aware of an incident, Kawuleza reserves the right to:

- Inform the user's network administrator of the incident and require the network administrator or network owner to deal with the incident according to this AUP.
- In the case of individual users suspend the user's account and withdraw the user's network access privileges completely.
- Charge the offending parties for administrative costs as well as for machine and human time lost due to the incident.
- In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means.
- Take such action as may be necessary to protect the integrity of the system, including, but not being limited to, system monitoring, as well as protocol management and shutting down of ports affected by viruses, worms or other malicious code.
- Implement appropriate technical mechanisms in order to prevent usage patterns that violate this AUP.
- 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.

2. Any one or more of the steps listed above, insofar as they are deemed necessary by Kawuleza in its absolute and sole discretion, may be taken by Kawuleza against the offending party.

LAWS AND LEGISLATION

1. Kawuleza' infrastructure may be used only for lawful purposes. Users may not violate any applicable laws or regulations of South Africa within the territory of South Africa. Should the user reside outside of South Africa, the laws of the country in which the user resides shall apply.

2. Transmission, distribution or storage of any material on or through the infrastructure in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

3. The User undertakes to use Kawuleza' services in accordance with any restrictions imposed under the following legislation:

- [Electronic Communications and Transactions Act 25 of 2002](#)
- [Electronic Communications Act 36 of 2005](#)
- [Films and Publications Act 65 of 1996 \(as amended\)](#)
- [Regulation of Interception and Provision of Communication-related Information Act 70 of 2003](#)

LEGAL RIGHTS

1. Nothing contained in this policy shall be construed to limit Kawuleza's rights or remedies in any way with respect to any of the aforementioned activities, and Kawuleza reserves the right to take any action that it may deem appropriate with respect to such activities, including without limitation:

- Investigating suspected violations of this AUP,
- Taking action to recover costs and expenses incurred in identifying and resolving abuse,
- Terminating users' access to and use of the Kawuleza's service;
- Levying cancellation charges to cover Kawuleza's costs in the event of termination of the Kawuleza's service.

2. In addition, Kawuleza reserves all available rights and remedies with respect to such activities at law or in equity.

3. This AUP may be clarified or modified periodically and Kawuleza reserves the right to modify this policy at any time, any such changes coming into effect as soon as they are published on the Kawuleza website (<http://www.kawuleza.com>).

4. This policy forms part of Kawuleza's standard terms and conditions of service.

All cases of violation of the above Acceptable Use Policy should be reported to support@kawuleza.com.