ACCEPTABLE USE POLICY

1. Contents

This Policy forms part of the Agreement between the Customer and Lerumo and is binding on Customers using Lerumo's services. The AUP sets out in detail what forms of conduct Lerumo regards as unacceptable on the part of its Customers and the steps which Lerumo may take in response to unacceptable use of its services. Please take the time to acquaint yourself fully with the provisions of this Policy.

2. General

2.1. By contracting with Lerumo for services, the Customer agrees, 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 to the Customer in connection with the Services.

2.2. The purpose of this AUP is to:

2.2.1. ensure compliance with the relevant laws of the Republic;

2.2.2. specify to Customers and users of Lerumo's service what activities and online behaviour are considered an unacceptable use of the service;

2.2.3. protect the integrity of Lerumo's network; and

2.2.4. specify the consequences that may flow from undertaking such prohibited activities.

2.3. This document contains a number of legal obligations which the Customer will be presumed to be familiar with. As such, Lerumo encourages the Customer to read this document thoroughly and direct any queries to info@lerumo.co.za.

2.4. Lerumo respects the rights of Lerumo's Customers and users of Lerumo's services to freedom of speech and expression, access to information, privacy, human dignity, religion, belief and opinion.

3. Definitions

3.1. **Throttling**

Throttling limits the throughput of all services and protocols. Regardless of the Fixed Broadband line speed, a throttled account will only be able to achieve limited throughput in total whilst using that account on their line. The Fixed Broadband line itself is not affected and using an unthrottled account will return line performance to normal. Throttling is applied on an individual user basis, based on usage over a 30-day rolling window threshold.

3.2. **Shaping**

Shaping is the implementation of protocol-based priority, to manage demand on the network. When shaping is implemented, real time interactive services are given higher priority over non-real time non-interactive services, effectively slowing the performance of non-prioritised services in favour of those given priority.

4. Contention

4.1. Network capacity and performance is subject to contention for services from users. This means that a significant rise in demand can affect the availability of bandwidth to users. Lerumo manages contention through the implementation of Quality of Service, Shaping and Throttling. Contention is a function of demand from users and is not strictly within Lerumo's direct control, however Lerumo will always use the provisions of the AUP and Terms and Conditions to manage contention and minimise the impact to performance to offer the best possible experience.

5. Unacceptable Use

5.1. Lerumo's services may only be used for lawful purposes and activities. Lerumo prohibits any use of its Services including the transmission, storage and distribution of any material or content using Lerumo's network that violates any law or regulation of the Republic. This includes, but is not limited to:

5.1.1. 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.

5.1.2. 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.

5.1.3. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets.

5.1.4. Any violation of another's right to privacy, including any effort to collect personal data of third parties without their consent.

5.1.5. Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another Customer without their consent; or any attempt to enter into a transaction with Lerumo on behalf of another Customer without their consent.

5.1.6. Any violation of the exchange control laws of the Republic.

5.1.7. Any activity that results in the sale, transmission or distribution of pirated or illegal software.

6. Threats to Network Security

6.1. Any activity which threatens the functioning, security and/or integrity of Lerumo's network is unacceptable. This includes:

6.1.1. Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by Lerumo for this goal.

6.1.2. Any unauthorised monitoring of data or traffic on the network without Lerumo's explicit, written consent.

6.1.3. Running services and applications with known vulnerabilities and weaknesses, e.g. insufficient anti-automation attacks, any traffic amplification attacks, including recursive DNS attacks, SMTP relay attacks.

6.1.4. Any effort to use Lerumo's equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking").

6.1.5. Forging of any TCP/IP packet headers (spoofing) or any part of the headers of an email or a newsgroup posting.

6.1.6. 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.

6.1.7. Any activity which threatens to disrupt the service offered by Lerumo through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks.

6.1.8. 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, malware, botnet or other harmful, destructive or disruptive component.

7. Span and Bulk Mail

7.1. Lerumo regards all unsolicited bulk email (whether commercial in nature or not) as spam, with the following exceptions:

7.1.1. Mail sent by one party to another where there is already a prior relationship between the two parties and the subject matter of the message(s) concerns that relationship;

7.1.2. Mail sent by one party to another with the explicit consent of the receiving party.

7.1.3. Customers should only receive bulk mail that they have requested and/or consented to receive and/or which they would expect to receive as a result of an existing relationship.

7.2. Lerumo will take swift and firm action against any user engaging in any of the following unacceptable practices:

7.2.1. Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail.

7.2.2. Using any part of Lerumo's infrastructure for the purpose of unsolicited bulk mail, whether sending, receiving, bouncing, or facilitating such mail.

7.2.3. Operating or maintaining mailing lists without the express permission of all recipients listed. Lerumo does not permit the sending of "opt-out" mail, where the recipient must opt out of receiving mail which they did not request. For all lists, the sender must maintain meaningful records of when and how each recipient requested mail. Lerumo will also monitor Customers deemed to be operating "cleaning lists", which is using illegally obtained email addresses but removing addresses as complaints arise. Should Lerumo, at its discretion, believe that this is the case, it will be treated as SPAM.

7.2.4. Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients or a recipient who has indicated s/he wishes to be removed from such list, or failing to provide the recipient with a facility to opt-out.

7.2.5. Using Lerumo's service to collect responses from unsolicited email sent from accounts on other Internet hosts or e-mail services that violate this AUP or the AUP of any other Internet service provider. Advertising any facility on Lerumo's infrastructure in unsolicited bulk mail (e.g. a website advertised in spam).

7.2.6. Including Lerumo's name in the header or by listing an IP address that belongs to Lerumo in any unsolicited email whether sent through Lerumo's network or not.

7.2.7. 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. Lerumo 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. Lerumo also reserves the right to examine the mail servers of any users using Lerumo's mail servers for "smarthosting" (when the user relays its mail via an Lerumo mail server to a mail server of its own or vice versa) 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 Lerumo's Privacy Policy and the laws of South Africa.

8. Complaints Procedure

8.1. Complaints relating to the violation of this AUP should be submitted in writing to info@lerumo.co.za. Complaints must be substantiated, and unambiguously state the nature of the problem, and its connection to Lerumo's network and services.

9. Action Following Breach of the AUP

9.1. Upon receipt of a complaint, or having become aware of an incident, Lerumo may, in its sole and reasonably exercised discretion take any of the following steps:

9.1.1. In the case of Customers, warn the Customer, suspend the Customer account and/or revoke or cancel the Customer's Service access privileges completely;

9.1.2. In the case of an abuse emanating from a third party, inform the third party's network administrator of the incident and request the network administrator or network owner to address the incident in terms of this AUP and/or the ISPA Code of Conduct (if applicable);

9.1.3. In severe cases suspend access of the third party's entire network until abuse can be prevented by appropriate means;

9.1.4. In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;

9.1.5. Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;

9.1.6. Institute civil or criminal proceedings;

9.1.7. 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; and/or

9.1.8. suspend or terminate the Service as provided for in the Agreement.

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

10. Reservation and Non-Waiver of Rights

10.1. Lerumo reserves the right to amend or alter this policy at any time, and without notice to the Customer.

10.2. Lerumo reserves the right to take action against any individuals, companies or organisations that violate the AUP, or engage in any illegal or unlawful activity while accessing Lerumo's services, to the fullest extent of the law.

10.3. Lerumo 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 Lerumo's network.

10.4. Lerumo does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should Lerumo fail, neglect or elect not to enforce a breach of the AUP at any time.