

# SPEEDSTREAM (PTY) Ltd ACCEPTABLE USE POLICY

## 1. Introduction

SPEEDSTREAM (PTY) Ltd is committed to complying with legislation and ensuring that all its customers have the ability to use its network and the Internet without interference or harassment from other users. SPEEDSTREAM (PTY) Ltd.'s Acceptable Use Policy ("AUP") is designed to help achieve these goals. By using any of SPEEDSTREAM (PTY) Ltd.'s services, Customers agree to comply with this AUP and to remain responsible for its users, where applicable. SPEEDSTREAM (PTY) Ltd. reserves the right to change or modify the terms of the AUP at any time, by posting an updated version on its website at [www.speedstream.co.za](http://www.speedstream.co.za). Customer's use of SPEEDSTREAM (PTY) Ltd.'s services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

## 2. Scope of the AUP

The AUP applies to SPEEDSTREAM (PTY) Ltd services that provide (or included Internet services, including but not limited to, any service providing access to the Internet, hosting services (data/content hosting, server hosting, web hosting, etc.) or any other services provided over the Internet or wireless data networks (collectively "IP Services").

## 3. Prohibited Activities

### 3.1 General Prohibitions:

3.1.1 SPEEDSTREAM (PTY) Ltd prohibits use of the IP Services in any way that is; i) unlawful, incitement to commit criminal acts, harmful to or interferes with use of SPEEDSTREAM (PTY) Ltd.'s network or systems, or the network of any other provider; ii) interferes with the use or enjoyment of services received by others; iii) infringes intellectual property rights; iv) results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or v) constitutes abuse, a security risk or a violation of privacy.

3.1.2 Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, applications, or other services that are accessed via a link from a SPEEDSTREAM (PTY) Ltd.- branded website or from a website that contains SPEEDSTREAM (PTY) Ltd. -branded content is a violation of this AUP.

### 3.2 Unlawful Activities:

3.2.1 IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules.

### 3.3 Violation of Intellectual Property Rights:

3.3.1 IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of SPEEDSTREAM (PTY) Ltd. or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

### 3.4 Threatening Material or Content:

3.4.1 IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize SPEEDSTREAM (PTY) Ltd. provided web or content hosting, SPEEDSTREAM (PTY) Ltd. reserves the right to decline to provide such services if the content is determined by SPEEDSTREAM (PTY) Ltd. to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

### *3.5 Child Pornography:*

3.5.1 IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to SPEEDSTREAM (PTY) Ltd. at the following e-mail address: [info@speedstream.co.za](mailto:info@speedstream.co.za) SPEEDSTREAM (PTY) Ltd. will report any discovered violation of this prohibition to the South African Police services and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

### *3.6 Inappropriate Interaction with Minors:*

3.6.1 IP Services should not be used for the purpose of commission an offence against a child or in way that would constitute or promote unlawful interaction with children.

## **4. Connectivity Services**

4.1 SPEEDSTREAM (PTY) Ltd. has no limitations or restriction or shaping on our network besides giving low priority for torrents, but reserves the right to establish policies, rules and limitations, from time to time, concerning the use of the IP Service. Customers must comply with any bandwidth, data storage and other limitations SPEEDSTREAM (PTY) Ltd. may impose in reasonable discretion. Failure to comply with these rules will result in customer service being restricted, suspended or terminated, in SPEEDSTREAM (PTY) Ltd.'s reasonable discretion.

4.2 Customers may not resell any services, receive any charge or benefit for the use of any services or provide Internet access or any other feature of the services to any third party or in any other way exploit the service for any commercial purposes. For example, you cannot provide Internet access to others through a dial up, Wireless or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed. The customer may not run a server (including game server) with the services. The Customer may not provide network services to others via the services. In addition, the customer is prohibited from running servers for mail, http, ftp, IRC and multi-user interactive forums. The customer may not share his services.

4.3 The Customer may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the any services, or create an unusually large burden on our network, including, without limitation, continuously uploading or downloading streaming video or audio; continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the services in an abusive manner in connection with any unlimited packages, options or promotions.

4.4 SPEEDSTREAM (PTY) Ltd. reserves the right to establish policies, rules and limitations, from time to time, concerning the use of any service. The Customer must comply with any bandwidth, data storage and other limitations we may impose, in SPEEDSTREAM (PTY) Ltd.'s reasonable discretion. Failure to comply with these rules will result in customer's service being restricted, suspended or terminated, in SPEEDSTREAM (PTY) Ltd.'s reasonable discretion.

4.5 SPEEDSTREAM (PTY) Ltd. will manage bandwidth usage to the best of their ability during peak periods, it remains a best effort service however.

4.6 SPEEDSTREAM (PTY) Ltd. reserve the right to manage the network in order to optimize its efficiency for the benefit of all our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, protocol filtering and imposing restrictions on customers use. SPEEDSTREAM (PTY) Ltd. may take any other action deemed appropriate in order to help ensure the integrity of the network experience for all subscribers, including limiting customer's data traffic by controlling your network and/or bandwidth usage.

4.7 SPEEDSTREAM (PTY) Ltd. do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any services.

4.8 SPEEDSTREAM (PTY) Ltd. is committed to provide customers with uninterrupted services. However, SPEEDSTREAM (PTY) Ltd. cannot guarantee that service and the allocated capacity will always be available.

4.8.1 Speedstream cannot be held responsible for the Wi-Fi coverage at the customers whole premises. The provided router does supply coverage but is limited to its capable Wi-Fi range and speed. If the customer needs extended Wi-Fi coverage and increased Wi-Fi speed, a separate installation of equipment will be needed that is charged at an extra cost.

4.9 SPEEDSTREAM (PTY) Ltd. can terminate the service at any time if they decide to discontinue the service offering for any reason whatsoever, without any further liability to the customer.

## **5. Security Violations**

5.1 IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of SPEEDSTREAM (PTY) Ltd.'s (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. System or network security violations shall include, but are not limited to:

5.2 Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

5.3 unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;

5.4 hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;

5.5 Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);

5.6 using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;

5.7 distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);

5.8 knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;

5.9 engaging in the transmission of pirated software;

5.10 providing guidance, information or assistance with respect to causing damage or security breach to SPEEDSTREAM (PTY) Ltd.'s network or systems, or to the network of any other IP Service provider;

5.11 Failure to take reasonable security precautions to help prevent violation(s) of this AUP.

## **6. Customer Responsibilities**

6.1 Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. SPEEDSTREAM (PTY) Ltd. has no responsibility for any material created on the SPEEDSTREAM (PTY) Ltd.'s network or accessible using IP Services, including content provided on third-party websites linked to the SPEEDSTREAM (PTY) Ltd. network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by SPEEDSTREAM (PTY) Ltd. of the content(s) of such sites.

6.2 Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

## **7. AUP Enforcement and Notice**

7.1 Customer's failure to observe the guidelines set forth in this AUP will be regarded as a material breach and may result in SPEEDSTREAM (PTY) Ltd. taking actions, which may either be a warning, a suspension or termination of Customer's services. When reasonably possible, SPEEDSTREAM (PTY) Ltd. may provide Customer with a notice of an AUP violation allowing the Customer to promptly correct such violation.

7.2 If the IP Services are used in a way that SPEEDSTREAM (PTY) Ltd. in their reasonable discretion, believes violates this Acceptable Use Policy or any of SPEEDSTREAM (PTY) Ltd. rules or limitations, SPEEDSTREAM (PTY) Ltd. may take any responsive actions deemed appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the services or customer's account.

7.3 Should the customer engage in any one or more of the above activities, which shall be determined in SPEEDSTREAM (PTY) Ltd.'s reasonable discretion and which decision shall be final, then SPEEDSTREAM (PTY) Ltd. shall be entitled, without

prejudice to any other rights it may have, to take any responsive action deemed appropriate, such actions may include, without limitation:

7.4 Temporary or permanent limitation, restriction or suspension of your access to the IP Service concerned, without notice

7.5 terminate all agreements with you with immediate effect;

7.6 bill customers for any costs incurred by SPEEDSTREAM (PTY) Ltd. as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of SPEEDSTREAM (PTY) Ltd. 's name or registered domain names and CPU cycles; and

7.7 Discloses information relating to the offending activity as may be required under the circumstances.

7.8 SPEEDSTREAM (PTY) Ltd. has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, SPEEDSTREAM (PTY) Ltd. may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the SPEEDSTREAM (PTY) Ltd. network and its customers.

## **8. Incident Reporting**

8.1 Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an SPEEDSTREAM (PTY) Ltd. Customer (or its user) should be directed to [info@speedstream.co.za](mailto:info@speedstream.co.za), include details that would assist SPEEDSTREAM (PTY) Ltd. in investigating and resolving such complaint.



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