

This Acceptable Use Policy ("AUP") specifies the actions prohibited to users of the network and systems ("infrastructure") of Cube ICT Solutions (Pty) Ltd ("Cube ICT") and its subsidiaries. Users are required to adhere to this policy without exception.

The terms "User", "Subscriber" and "Customer" are used interchangeably.

1. LAWS AND REGULATIONS

1.1. Cube ICT confirms that it is a member for the Internet Service Providers' Association ("ISPA") and it has adopted and implemented the association's official Code of Conduct (which can be viewed at <http://www.ispa.org.za/code>), as required by section 72 of the Electronic Communications and Transactions Act 25 of 2002 (as amended from time to time) ("the Act").

1.2. Cube ICT's infrastructure including but not limited to the services offered and Cube ICT's website 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.

1.3. 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 secrets or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

2. THE NETWORK AND PROHIBITED UNLAWFUL ACTS

2.1. The User acknowledges that Cube ICT is unable to exercise control over the content of the information passing over the infrastructure and the Internet, including any websites, electronic mail transmissions, news groups or other material created or accessible over its infrastructure. Therefore, Cube ICT is not responsible for the content of any messages or other information transmitted over its infrastructure.

2.2. Cube ICT's infrastructure may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

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

2.4. The User is **prohibited** from committing any of the following acts:

2.4.1. Obtaining, utilising and/or disseminating any unlawful materials, including but not limited to, child pornography, obscenity, speech conveyed to incite violence or hatred, threats to cause bodily harm and/or any unlawful hate-speech materials;

2.4.2. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover Cube ICT cannot be held liable if the User makes any unlawful use of any multimedia content accessed through the search facility provided by Cube ICT's network, or otherwise available through access to their network, whether for commercial or non-commercial purposes;

2.4.3. Any violation of any privacy rights including any effort to obtain information on a third party without their consent;

2.4.4. Any act that is regarded as a criminal offence in the Republic of South Africa and internationally;

2.4.5. Any activity that results in the sale or distribution of any pirated or illegal software; and

2.4.6. Any situation where a recipient of unsolicited mail requests to be removed from the mailing list and the User continues to send unsolicited mail following such a request.

3. SYSTEM AND NETWORK SECURITY

3.1. 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 Cube ICT) and includes but is not limited to the infrastructure of Cube ICT itself.

3.2. The User may not circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks").

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

3.3.1. 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 Cube.

3.3.2. Unauthorised monitoring of data or traffic on the network or systems without express authorisation of Cube ICT

3.3.3. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

3.3.4. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.

3.4. Cube ICT 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.

4. FAIR ACCESS POLICY

4.1. To help ensure that all users have fair and equal use of the service and to protect the integrity of the network, Cube ICT reserves the right, and will take necessary steps, to prevent improper or excessive usage thereof, the action that Cube ICT may take includes, but is not limited to:

4.1.1. Limiting throughput

4.1.2. Preventing or limiting service through specific ports or communication protocols; and/or

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

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

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

5. EMAIL USE

5.1. 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 Cube ICT can often result in disruption of service to other users connected to Cube ICT; forward or propagate chain letters nor malicious e-mail; send multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipient; sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from

receiving additional messages from the sender; using redirect links in unsolicited commercial e-mail to advertise a website or service;

5.2. Maintaining of mailing lists by Users of Cube ICT 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.

5.3. 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. 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. Cube ICT 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.

5.4. Cube ICT also reserves the right to examine the mail servers of any Users using Cube ICT mail servers for "smarthosting" (when the user relays its mail off a Cube ICT 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 Cube ICT's policy of preserving customer privacy.

6. NOTICE AND TAKE-DOWN PROCEDURES

6.1. Cube ICT confirms that in terms of section 75 of the Electronic Communications and Transactions Act ("the Act") Cube ICT has designated the ISPA as an agent to receive notifications of infringements as defined in Section 77 of the Act as per the following details:

6.1.1. Internet Service Providers' Association (ISPA)

6.1.1.1. Postal Address:

PO Box 518

Noordwyk

1687

6.1.1.2. Telephone Number:

010 500 1200

6.1.1.3. Email Address:

takedown@ispa.org.za

7. COMPLAINTS

7.1. Upon receipt of a complaint, or having become aware of an incident, Cube ICT reserves the right to:

7.1.1. 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.

7.1.2. In the case of individual Users suspend the user's account and withdraw the User's network access privileges completely.

7.1.3. Charge the offending parties for administrative costs as well as for machine and human time lost due to the incident.

7.1.4. In severe cases suspend access of the User's entire network until abuse can be prevented by appropriate means.

7.1.5. 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.

7.1.6. Revoke or cancel Cube ICT's services to the User if the safety and integrity of Cube ICT's resources are placed at risk in continuing to provide service to the User.

7.1.7. Cube ICT reserves the right to remove any information or materials in whole or in part, that, in Cube ICT's sole discretion, is deemed to be offensive, indecent, or otherwise objectionable.

Any one or more of the steps listed above, insofar as they are deemed necessary by Cube ICT in its absolute and sole discretion, may be taken by Cube ICT against the offending party. All cases of violation of the above Acceptable Use Policy should be reported to complaints@cubeict.co.za.

8. RESERVATION AND NON WAIVER OF RIGHTS

8.1. Cube ICT reserves the right to amend or alter this AUP at any time, and without notice to the User.

8.2. Cube ICT reserves the right to take action against any User that violates any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing Cube ICT's services, to the fullest extent of the law.

8.3. Cube ICT 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.

8.4. Cube ICT does not undertake to guarantee the security of any data passing through its networks. Although Cube ICT 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 Cube ICT cannot be held liable for any loss or damage arising as result of the failure to do so.

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

