

AMADWALA TRADING 5 CC AND WISTEC DATA & TELECOMS (PTY) LTD

T/A WISTEC

FAIR USE POLICY (FUP)

1. We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules may result in your service being restricted, suspended or terminated, in our reasonable discretion.
2. We reserve the right to manage our network and any IP Services and/or network services, for security purposes, and 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 your use. We may take any other action we deem appropriate in order to help ensure the security of our network and IP Services and to help ensure the integrity of the network experience for all Subscribers, including limiting your data traffic by controlling your network and/or bandwidth usage.
3. We will manage bandwidth usage to the best of our ability during peak periods, however, it remains a best effort service.
4. We reserve the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.
5. You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or 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 or uncapped packages, options or promotions.
6. You may not use the service for unattended automated operation, unless otherwise agreed. You may stay connected as long as you are actively using that connection. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.
7. Unless you subscribe to a business packages and you are permitted in terms of such business package, you may not use any services for anything other than your own personal use and you 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, ADSL or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed. You may not run a server (including game servers) in connection with the services. You may not provide network services to others via the services. In addition, you are prohibited from running servers for mail, http, ftp, irc and multi-user interactive forums. You may not share your services.
8. 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.
9. IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of WISTEC'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:
 - 9.1. 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;

- 9.2. 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;
- 9.3. impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- 9.4. 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;
- 9.5. 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);
- 9.6. 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;
- 9.7. engaging in the transmission of pirated software;
- 9.8. with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- 9.9. using manual or automated means to avoid any use limitations placed on the IP Services;
- 9.10. providing guidance, information or assistance with respect to causing damage or security breach to WISTEC's network or systems, or to the network of any other IP Service provider;
- 9.11. failure to take reasonable security precautions to help prevent violation(s) of this AUP.

CUSTOMER RESPONSIBILITIES

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. WISTEC has no responsibility for any material created on WISTEC's network or accessible using IP Services, including content provided on third-party websites linked to the WISTEC 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 WISTEC of the content(s) of such sites.

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

AUP ENFORCEMENT AND NOTICE

The Customer's failure to observe the guidelines set forth in this AUP, including without limitation the FUP, will be regarded as a material breach and may result in WISTEC taking actions, which may either be a warning, a suspension or termination of the Customer's services. When reasonably possible, WISTEC may provide the Customer with a notice of an AUP and/or FUP violation allowing the Customer to promptly correct such violation.

If the IP Services are used in a way that we, in our reasonable discretion, believe violates this AUP, including our FUP or any of our rules or limitations, we may take any responsive actions we deem 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 your account.

Should you engage in any one or more of the above activities, which shall be determined in WISTEC's reasonable discretion and which decision shall be final, then WISTEC shall be entitled, without prejudice

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

- without notice, temporary or permanent limitation, restriction or suspension of your access to the IP Service concerned;
- terminate all agreements with you with immediate effect;
- bill you for any costs incurred by WISTEC as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of WISTEC's name or registered domain names and CPU cycles; and
- disclose information relating to the offending activity as may be required under the circumstances.

WISTEC has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, WISTEC may monitor content, if summoned by law enforcement, of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect WISTEC's network and its Customers.

INCIDENT REPORTING

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an WISTEC Customer (or its user) should be directed to account@wistec.co.za, include details that would assist WISTEC in investigating and resolving such complaint.