

Kei Mor ISP Internet Acceptable Use Policy (AUP)

This is the Kei Mor ISP Internet Acceptable Use Policy, which forms part of Kei Mor ISP Internet User Agreement Terms and Conditions. This Policy is subject to change without notice.

This notification serves to inform you of the Kei Mor ISP Internet Acceptable Usage Policy (AUP), in relation to fair usage of your service. The Kei Mor ISP AUP is designed to assist in protecting the Kei Mor ISP Network, the service, our Users and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve service and to improve service offerings. As stipulated in this policy, Kei Mor ISP reserves the rights to monitor usage and apply certain restrictions if need be.

- 1) You must not access, nor permit any other party to access, the Services for any purpose or activity of an illegal, fraudulent or defamatory nature.**
- 2) You must not use the Services to make available online any material that is illegal, nor will you use the Services to provide unrestricted access to material online that is unsuitable for minors.**
- 3) You acknowledge that any material that you make available online using the Services is your own responsibility and that we accept no liability for any such material.**
- 4) You must not act through the Services to block or disrupt access to the Internet by other users, service providers, their computers, software or hardware. Such actions include, but are not limited to, attempting to gain unauthorised access to another computer system, unauthorised copying, modification or destruction of information held on another computer system, unauthorised copying or dissemination of material protected by copyright or propagating computer viruses, worms and other types of malicious programs.**
- 5) You must not transmit threatening, obscene or offensive materials, or engage in any form of harassment when using the Services.**
- 6) You agree to refrain from sending unsolicited bulk commercial email, including the use of other non-consenting mail relay systems.**
- 7) You must not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from the Services) that infringes any copyright, patent, trade mark, design or other intellectual property right or, in our reasonable opinion, is likely to mislead or deceive any person accessing the relevant information or material.**
- 8) You must respect the privacy of others when accessing and using the Services.**
- 9) You must, in accessing and using the Services, only use software that you are legally entitled to use and such use must not infringe any third party intellectual property rights.**

10) You acknowledge that we do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Services and we shall not be held responsible in any way for any content or information accessed via the Services.

11) You acknowledge that we must comply with the Telecommunications Act 2005 and other laws and directives from state or law enforcement agencies that have jurisdiction over the use of Internet services.

12) We disclaim all or any liability for any material on the Internet that you find offensive, upsetting, defamatory, personally offensive and in any way unsuitable for minors.

13) You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access the Services, and you agree not to disclose to any other person, corporation, entity or organisation any access information, whether in use or not, nor any other confidential information relating to the Services.

14) You must notify us immediately if your username and password are lost, or you have reason to believe that someone other than you is using them. You will be liable for all fees resulting from use of the Services accessed through your access information, whether authorised by you or not.

Traffic Shaping

Kei Mor ISP's Internet offerings are based on the "best effort" premise, where no guarantees on throughput can be provided, a standard within the South African market. In an endeavour to improve the user experience on this "best effort" service, Kei Mor ISP "shapes" the traffic, to ensure that critical traffic receives a higher priority and speed.

High priority traffic:

- o General web site browsing
- o Internet Banking
- o Emails

Traffic with the following protocols require significant network overhead. They cause delays and slow speeds on the network. They are not deemed mission critical for business or personal use and will receive the lowest priority on the Kei Mor ISP Network between the hours of 6am and 10pm.

Low priority traffic:

- o P2P / File Sharing / Torrents (movie, music, software etc. downloads - please bear in mind point no. 7 above).

This type of traffic is subjected to a global speed limit across the entire Kei Mor ISP network. Therefore, if there are many customers engaging in this activity at a particular time of day, then overall speed of this type of traffic will drop for each customer. This is to ensure that higher priority traffic does not suffer.

Restrictions are placed on low priority traffic between 8:00 and 19:30 on weekdays.

Fair Usage Pool of Bandwidth

Kei Mor ISP has a "fair user" standard. Should we detect "abuse" of this standard by a customer, then an "abuse user" standard will be applied to the customer's profile. Abuse of the network will be based on the drawing of monthly and in some cases, weekly, usage reports.

NB: Continued abuse or attempts to bypass any of the P2P / File Sharing / Torrent restrictions that have been put in place, will result in a total ban on ALL Internet activities for the remainder of the month. A refund will not be issued.

Simultaneous usage of Skype and P2P / File Sharing / Torrents by customers has been blocked, due to the excessive network overhead required.

Uncapped Accounts

We manage the speed of our uncapped accounts depending on the performance of our network. If our capacity is stretched we will dynamically shape and throttle certain clients' uncapped accounts to relieve congestion. These uncapped clients will be chosen based on their historic bandwidth usage. The uncapped users who have used the most bandwidth will be throttled first if there is network congestion. Throttling will affect long downloads first and the burst speed of the account second. The quoted speed of the account will remain unaffected for normal web browsing.

Resell or Re-use

Under no circumstances may the services be resold, contended or used by any operator including authorized resellers for the purpose of commercial gain.

SPAM EMAIL

The SUBSCRIBER (or any party given access via SUBSCRIBER's contract with Kei Mor ISP) will not use Kei Mor ISP's facilities to send "mass E-mailing" to parties who have never had voluntary personal interaction with the SUBSCRIBER. A "mass E-mailing" shall be the ordering of an E-mail message (or group of related messages) to more than 25 people SIMULTANEOUSLY who themselves have not had personal interaction with one another.

SUBSCRIBER shall further not perform such a mailing through any facility so that replies will come to an E-mail address served by Kei Mor ISP, or refer to any web page, FTP site or other resource served directly by Kei Mor ISP.

In the event that SUBSCRIBER violates the above clauses, the SUBSCRIBER's internet service may be terminated immediately, without refund or further access to any associated services, such

as received E-mail, files on Kei Mor ISP's machines or servers. In addition the SUBSCRIBER shall be liable to Kei Mor ISP for the full costs, plus 200% incurred by Kei Mor ISP in dealing with the consequences of such a mass E-mailing, including but not limited to system loads, system failures, and staff time and overtime related to complaints and other problems. In addition, SUBSCRIBER shall be liable for a minimum of R 50 per address in the mailing.

The SUBSCRIBER warrants that he/she, nor any party he or she represents or will allow access to Kei Mor ISP's facilities, is not at present nor has at any time in the past been subject to discipline from another Internet Service Provider or related company for violation of contractual terms regulating bulk E-mailing.