

ACCEPTABLE USE POLICY



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Important Note: This document will be updated frequently. Please make a habit of reviewing it from time to time to stay abreast of the content thereof. This document is issued by SA Digital Villages herein after referred to as ('SADV') and is protected by copyright. The contents or part thereof may not be used or copied in any way without prior permission.

1. INTRODUCTION

This document is intended to provide a general understanding of SADV's Acceptable Use Policy. Protection of our customers and our resources, the ability to provide quality service to our customers, conformance with existing laws, and protection of our reputation as a responsible service provider are all contributing factors to decisions on Acceptable Use Policy violations.

Terms and Conditions

It is our intention to allow SADV broadband customer's access to everything the Internet has to offer with minimal or no interference. Our belief in free speech is a firm commitment to our customers. However, certain activities are considered inappropriate by the Internet community at large and cannot be permitted under the guise of free speech.

Save as may be set out herein, we do not monitor the activity of accounts except for measurements of system utilization and billing records. However, in our efforts to promote good citizenship within the Internet community, if we become aware of inappropriate use of our service, we will respond appropriately.

If a SADV broadband account is used to violate the Acceptable Use Policy, we reserve the right to terminate the service without notice. Our preferred course of action is to advise the customer of the inappropriate behaviour and any corrective action that is necessary. However, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, we encourage you to use your Internet access responsibly. Should you have any questions

regarding this policy, feel free to contact us on the contact details listed on the www.sadigitalvillages.co.za website.

Reports of activity in violation of this policy may be sent via e-mail to abuse@sadigitalvillages.co.za.

2. GENERAL

Your SADV broadband account provides you access to a vast collection of networks around the world via the World Wide Web, electronic mail, FTP (File Transfer Protocol) and USENET. Your use of these services is subject to the following policy. Violations of this policy may result in termination of your account with or without notice in accordance with the terms and conditions that you accepted at the time of registration for your account.

In general, remember that you may not use your SADV broadband account -

- in a manner which violates rules, regulations and policies applicable to any network, server, computer database, web site or Internet Service Provider ("ISP") that you access through your Internet account;
- in a manner which violates any law, regulation, treaty or tariff;
- in a manner which is defamatory, fraudulent, indecent, offensive or deceptive;
- to threaten, harass, abuse or intimidate others;
- to damage the name or reputation of SADV, its holding company, affiliates and subsidiaries;
- in a manner which interferes with other customers' use and enjoyment of the services provided by SADV; or
- to breach the security on any computer network, or to access an account which does not belong to you.

3. USENET POSTINGS

Your SADV broadband account gives you access to thousands of USENET newsgroups. These newsgroups allow you to read and post messages on a variety of topics. USENET newsgroups may be moderated or un-moderated. Newsgroups may also have a charter or a FAQ that describes what posts are appropriate. Misuse of USENET may result in the termination of your service.

SADV does not control the content of the newsgroups available to you. SADV believes that decisions about which newsgroups and messages to read are best left to its customers. Screening software is available from third parties, and it is your responsibility to use such tools if desired. SADV is not responsible for the content of any USENET posting, whether or not a SADV customer or employee made the posting.

Postings to USENET newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements, solicitations or other commercial postings should only be posted in those newsgroups whose charters/FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup prior to posting to it. If you are unable to find a newsgroup's policy regarding commercial posts, you must assume that such postings are not welcome.

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You may not post or cross-post the same or substantially similar message to more than 10 (ten) newsgroups. Continued cross posting can result in termination of service and the removal of the articles from the newsgroups.

You are prohibited from posting binary files to newsgroups not specifically named for that purpose.

You are prohibited from posting messages promoting pyramid schemes, "Make Money Fast" (MMF) schemes, chain letters, or other schemes to USENET newsgroups. Doing so will result in immediate termination of service.

You are prohibited from forging or removing header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

You may not solicit mail for any address other than your SPOA Service account or service where doing so manifests intent to harass others.

You may not post USENET messages for the purpose of threatening, harassing or intimidating other USENET newsgroup users.

You may not post messages that infringe on personal or property rights of others (e.g., privacy rights, copyrights).

You may not cancel posts other than your own, with the exception of official newsgroup moderators performing their duties.

SADV does not censor or control content posted to a USENET newsgroup. As a user of our service, you are solely responsible for the content that you publish. SADV, upon receiving notification that certain postings violate this policy, or any law or regulation currently in force, or infringe on the trademark or copyrights of another, reserves the right to remove posts from our news server and to terminate your Internet account.

Your password provides access to your individual account. It is your responsibility to keep your password secure.

Sharing your password and account access with others is prohibited. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

You may not attempt to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to; "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. SADV will co-operate fully with investigations of violations of systems or network security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations.

5. ELECTRONIC MAIL

Your broadband account with SADV includes the ability to send and receive electronic mail. Misuse of e-mail may result in termination of service. The following examples are non-exclusive and are provided for guidance to customers.

Use of your e-mail account to send unsolicited bulk or commercial messages is prohibited. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such material may only be sent to those who have explicitly requested it.

Using an SADV address to collect responses from unsolicited bulk or commercial e-mail is prohibited.

Sending mass unsolicited mail or deliberately sending very large messages or files to one or more recipients ("mail bombing") is prohibited.

Forging or removing e-mail headers is prohibited.

Use of e-mail to harass or intimidate other users is prohibited. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail from you, you must not send that person any further messages.

You may not forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings.

SADV broadband accounts may not be used to collect replies to messages sent from another ISP, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of the other ISP.

SADV reserves the right to delete messages or files which have remained on its servers for excessive periods of time as determined by SADV, in its sole discretion. Each customer account will be provided an amount of storage for email as determined by SADV from time to time in its sole and absolute discretion. If your account exceeds this space, all messages over 30 (thirty) days old will be deleted.

6. PROTECTION OF NETWORK PERFORMANCE

SADV reserves sole discretion to determine whether any customer's use of the service interferes with other customers' use and enjoyment of the services.

The sending of excessive numbers of e-mail or excessively large files which, in SADV's sole opinion, negatively affects the performance of the network or any server on the network may result in deletion of the offending message or file, and may result in the termination of services.

You may not provide network services from your dial-up account (for example, you may not use your dial-up account to operate as an FTP server).

SADV broadband accounts operate on shared resources. You are prohibited from excessive consumption of resources, including CPU

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time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performance of SADV broadband systems or networks. SADV reserves the right to terminate or limit such activities. At no time may there be simultaneous use of the same user-id and password combination.

You may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs.

Such tools include, but are not limited to, use of an auto-dialler and repetitive pinging the host.

7. THIRD PARTY INTERNET RELAY CHAT (IRC)

Although SADV may offer IRC software, you may not use IRC scripts or programs that interfere with or deny service to other users on any other server or host. You also may not engage in activities that harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizing and abuse of operator privileges), attempting to send private messages to those who do not wish to receive them, attempting to return to a channel after being banned from it, and other disruptive behaviours. You may run clones (multiple simultaneous IRC connections) and robots only as permitted by the host IRC server.

8. ILLEGAL ACTIVITIES

Any activity on SADV's broadband network that is a violation of any law or regulation in force from time to time or of this policy are prohibited and will result in immediate termination of service. Prohibited activities include, but are not limited to -

Transmitting obscene materials; intentionally spreading or threatening to spread computer viruses; gaining or attempting to gain unauthorized access to private networks including SADV's private network infrastructure; accessing or attempting to access information not intended for the customer; engaging in the transmission of pirated software; and, conducting or participating in illegal gambling, soliciting for illegal pyramid and other schemes through electronic mail or USENET postings.

9. SERVICE LIMITATIONS

To ensure that all subscribers experience fair and equal use of the service and to protect the integrity of the network,

SADV reserves the right, and will take necessary steps, to prevent improper or excessive usage. The actions that SADV may take include, but are not limited to:

- Limiting data transfer rates.
- Preventing service through specific ports or communication protocols.
- Termination of service to subscribers with improper or excessive usage.

This policy applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage. The subscriber's online activity will be subject to bandwidth availability, data storage and other limitations of the service, which SADV may, from time to time, revise at its own discretion.

10. SERVICE USAGE

By utilising the service, subscribers agree not to initiate or participate in any of the following activities through or in connection with the service, which constitutes examples of improper use of the service:

- Using the service for illegal purposes or engaging in any activity that is in violation of law or threatens the integrity of any computer system or violates generally accepted standards of Internet conduct and usage.
- Sending excessive amounts of data to news groups, forums or automated e-mail lists.
- Sending any Spam, or engaging in unsolicited mass distribution of e-mail.
- Installing automated search and retrieve programs, or similar automated and manual routines, which generate excessive amounts of network traffic.
- Engaging in any activity that compromises or threatens SADV's ability to provide the service in a reasonable and efficient manner to all subscribers. Examples of prohibited use include running servers (that put traffic on the network) and hosting multi-user interactive forums, such as chat rooms.

In addition, a subscriber may not resell, share, lease or otherwise distribute the service or any portion thereof to any third party, or provide network services to others via the service. It is the subscriber's responsibility to abide by these rules and in so doing, not affect the integrity of the network negatively.

11. SERVICE VIOLATIONS

SADV reserves the right to implement technical mechanisms that prevent usage patterns in violation of this AUP.

SADV also reserves the right to take such action as may be necessary to protect the integrity of the system, including, but not limited to, system monitoring, as well as protocol management and shutting down of ports affected by viruses, worms or other malicious code.

Nothing contained in this policy shall be construed to limit SADV's rights or remedies in any way with respect to any of the above mentioned activities. SADV reserves the right to take any action that it may deem appropriate with respect to such activities, including without limitation, investigating suspected violations of this AUP, taking action to recover the costs and expenses of identifying offenders and terminating their access to and use of the service, and levying cancellation charges to cover SADV's costs in the event of termination of access to the service. In addition,

SADV reserves all available rights and remedies with respect to such activities at law or in equity.