Table of Contents

Acceptable Use Policy (AUP)

The use of RSAWEB fibre, hosting and related services are subject to the following Acceptable Use Policy (AUP).

By accessing this website, or by contracting with us for service, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website.

The purpose of this AUP is to comply with the relevant laws of the Republic; to specify to customers and users of our service/website what activities and online behaviour are considered an unacceptable use of the service/website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our customer services department at 087 470 0000.

RSAWEB respects the rights of our customers and users of our services to freedom of speech and expression; access to information; privacy; human dignity; religion, belief and opinion in accordance with our constitution. We undertake not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our network.

ISPA membership and Code of Conduct RSAWEB confirms that in compliance with section 72 of the Electronic Communications and Transactions Act 25 of 2002, RSAWEB is a member of the Internet Service Providers' Association (ISPA) and has adopted and implemented the association's official Code of Conduct, which can be viewed at http://www.ispa.org.za/code

RSAWEB's services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic.

This includes:

1. Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
2. Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
3. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover, RSAWEB cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by RSAWEB's network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.
4. Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.
5. Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with RSAWEB on behalf of another subscriber without their consent.
6. Any violation of the exchange control laws of the Republic.
7. Any activity that results in the sale, transmission or distribution of pirated or illegal software.
8. Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal.

Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which he/she is currently resident, and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, RSAWEB will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using RSAWEB's resources, including the provisioning of all personal, identifiable data.

RSAWEB

Prohibited Activities

The following sections outline activities that are considered an unacceptable use of RSAWEB's services/network/website and also detail the guidelines for acceptable use of certain facilities/services, as the case may be.

Threats to Network Security

Any activity which threatens the functioning, security and/or integrity of RSAWEB's network is unacceptable which includes:

1. Any efforts to attempt to gain unlawful and unauthorized access to the network or circumvent any of the security measures established by RSAWEB for this goal;
2. Any effort to use RSAWEB's equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
3. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
4. Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person;
5. Any activity which threatens to disrupt the service offered by RSAWEB through denial of service attacks, flooding of a network, or overloading a service or any unauthorized probes ("scanning" or "nuking") of others' networks;
6. Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus;
7. Trojan horse; worm, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.
8. Any unauthorized monitoring of data or traffic on the network without RSAWEB's explicit, written consent.
9. Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those emails.

Public Space and Third-Party Content and sites

In reading this AUP or in signing a service contract with RSAWEB, you acknowledge that RSAWEB has no power to control the content of the information passing over the Internet and its applications, including e-mail; chatrooms; newsgroups; or other similar fora, and that RSAWEB cannot be held responsible or liable, directly or indirectly, for any of the abovementioned content, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

Our services also offer access to numerous third party webpages. You acknowledge that we exercise absolutely no control over such third-party content, or sites and in such cases, our

network is merely a conduit or means of access and transmission. This includes, but is not limited to, third-party content contained on or accessible through the RSAWEB network websites and web pages or sites displayed as search results or contained within a directory of links on the RSAWEB network. It remains your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you.

Access to public Internet spaces, such as bulletin boards, Usenet groups, chat rooms and moderated forums is entirely voluntary and at your own risk.

RSAWEB employees do not moderate any of these services or your communications, transmissions or use of these services. We do not undertake any responsibility for any content contained therein, or for any breaches of your right to privacy that you may experience as a result of accessing such spaces.

Unsolicited, Spam and Junk mail

Spam and unsolicited bulk mail are highly problematic practices. They affect the use and enjoyment of services by others and often compromise network security. RSAWEB will take swift and firm action against any user engaging in any of the following unacceptable practices:

1. Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receive such mail;
2. Operating or maintaining mailing lists without the express permission of all recipients listed;
3. Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients;
4. Using RSAWEB's service to collect responses from unsolicited email sent from accounts on other Internet hosts or email services, that violate this AUP or the AUP of any other Internet service provider;
5. Including RSAWEB's name in the header or by listing an IP address that belongs to RSAWEB in any unsolicited email sent through RSAWEB's network or not;
6. Failure to secure a customer's mail server against public relay as a protection to themselves and the broader Internet community. Public relay occurs when a mail server is accessed by a third party from another domain and utilized to deliver mails, without the authority or consent of the owner of the mail-server. 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. RSAWEB 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. RSAWEB also reserves the right to examine the mail servers of any users using RSAWEB's mail servers for "smart hosting" (when the user relays its mail off an RSAWEB 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 RSAWEB's privacy policy.

Webmail

Webmail and other web-based email services made available by RSAWEB are provided on an "as is" basis without representations, warranties or conditions of any kind, and the customer acknowledges and agrees that RSAWEB shall have no responsibility for, or liability in respect of, any aspect of the Webmail services, including without limitation for any lost or damaged data or any acts or omissions of RSAWEB. As webmail storage space is limited, some Webmail messages may not be processed due to space constraints or message limitations.

Webmail is provided to individuals and for personal use only. Any unauthorized commercial use of the Webmail service or resale of the Webmail service is expressly prohibited.

Protection of Minors

RSAWEB prohibits customers from using RSAWEB's service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography.

Privacy and Confidentiality

RSAWEB respects the privacy and confidentiality of our customers and users of our service. Please review our privacy policy which details how we collect and use personal information gathered in the course of operating this service.

User Responsibilities

Customers are responsible for any misuse of RSAWEB's services that occurs through the customer's account. It is the customer's responsibility to ensure that unauthorized persons do not gain access to or misuse RSAWEB's service.

RSAWEB urges customers not to reply to unsolicited email or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the customer and RSAWEB cannot be held liable for the Customer being placed on any bulk mailing lists as a result.

Where the customer has authorized a minor to use any of the RSAWEB's services or access its websites, you accept that as the parent/legal guardian of that minor, you are fully responsible for: the online conduct of such minor; controlling the minor's access to and use of any services or websites; and the consequences of any misuse by the minor, including but not limited to transactions entered into by the minor using such access.

RSAWEB cannot be held liable for any business dealings you have with any third parties on the Internet, including any vendors, or advertisers found on, or through, the RSAWEB

network. Further, RSAWEB assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable customs and exchange control laws in connection with any such transactions shall be the customer's.

Notice and Take-down Procedures

RSAWEB confirms that it has a procedure in place for the notice and take-down of illegal material. In compliance with section 77 of the Electronic Communications and Transactions Act 25 of 2002 RSAWEB's designated agent for this process can be reached at 010 500 1200 or at email address *protected email* and web site https://ispa.org.za/code-of-conduct/

Customers are also notified of the content and procedures of the ISPA Code of Conduct (https://ispa.org.za/code-of-conduct/) which may be used against any Internet Service provider who fails to comply with the code of conduct. We urge you to familiarize yourselves with this code.

Complaints and procedures

It is the customer's responsibility to familiarize himself or herself with the procedure set out below and report any cases of violation of this AUP to RSAWEB's designated complaints handling agent.

Please note that RSAWEB cannot handle complaints concerning networks or users that do not have service contracts with us or our affiliates, or are outside of our control.

In order for RSAWEB to thoroughly investigate the complaint and take appropriate action, all complaints must be in writing or e-mail and contain as much information as possible, including, but not limited to:

The origin of abuse or offence, including the website, full mail headers, relevant logfile extracts etc;

Any contact details for the source of the complaint;

A brief explanation of why the incident is considered to be an offence.

RSAWEB discourages anonymous complaints being made via this service and urges complainants to supply their name and contact details to us. Such information will not be released, except where required by law enforcement. Anonymous complaints will, however, be acted upon as long as sufficient detail as outlined above is supplied.

Action following breach of the AUP

Upon receipt of a complaint, or having become aware of an incident, RSAWEB may take any of the following steps:

- In the case of a network, inform the user's network administrator of the incident and request the network administrator or network owner to deal address the incident in terms of this AUP and the ISPA Code of Conduct;
- In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means;
- In the case of individual users, warn the user; suspend the user's account and/or revoke or cancel the user's network access privileges completely;
- In both cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
- Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;

Institute civil or legal proceedings

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.

Reservation and Non Waiver of Rights

RSAWEB reserves the right to amend or alter this policy at any time, and without notice to you.

RSAWEB reserves the right to take action against any individuals, companies or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.

RSAWEB 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.

RSAWEB reserves the right to monitor user and network traffic for site security purposes and prevent any unauthorized attempts to tamper with our site or cause damage to our property.

RSAWEB reserves the right to suspend, revoke or cancel RSAWEB's services to the customer/user if the safety and integrity of RSAWEB's resources are placed at risk in continuing to provide service to the subscriber/user.

RSAWEB reserves the right to remove any information or materials in whole or in part, that, in RSAWEB's sole discretion, deems to be offensive, indecent, or otherwise objectionable.

RSAWEB does not undertake to guarantee the security of any data passing through its networks. Although RSAWEB will provide a "best-effort" service, including regular updates on RSAWEB infrastructure and other threats to the security of data, it is the responsibility of the communicating parties to safeguard their data, and RSAWEB cannot be held liable for any loss or damage arising as a result of the failure to do so.

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

Domain Registrations

With regard to the "hosting" or "parking" of domain names several points of policy apply:

- For all domains, the nameservers must be selected and approved by RSAWEB, including all secondary nameservers. Secondary nameservice will not be shared with a third party except by special pre-arrangement.
- RSAWEB reserves the right to refuse to host, register, or support domain names that it finds offensive or libellous. Judgement of what constitutes "offensive" or "libellous" shall be at the sole discretion of RSAWEB.
- RSAWEB makes no attempt to exercise control over its customers' domains, and will not make modifications to administrative, billing, organization, or other associated records, without prior permission, except in cases of emergency or violation of this policy.
- Registering any domain to our nameservers without the intent of paying our fees or the authoritative NIC's fees is expressly prohibited.
- The use of any domain name that is considered offensive, defamatory, libellous or volatile of any local, state, federal or international law, including any violation of intellectual property, copyright, trademark, trade secret, misappropriation and anti-dilution laws is strictly prohibited. It is the sole responsibility of the domain name owner to take all steps necessary to ensure that the domain name selected is not in violation of any law or any other party's rights.
- You agree to indemnify, defend and hold harmless RSAWEB from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting from your registration, acquisition or use of a domain name which damages either you, RSAWEB or any other party or parties, without limitation or exception.
- Domain names that have been registered with RSAWEB as the Billing Contact and that have not been paid for within the period specified on the RSAWEB invoice will be deleted or re-registered into RSAWEB's ownership.

Policies – Misuse of Account Feature

Operating any service which makes an account feature available to third parties for any use other than normal access to that account's Web site is forbidden. Operating any service which enables or assists anonymous or abusive behaviour by third parties is forbidden. Operating any service which affects the stability or reliability of any RSAWEB server or network component, impacts other users or the company negatively, or degrades quality of service is forbidden.

This includes but is not limited to third party access to CGI services, database hosting, counters, banner exchanges, autoresponders, mailboxes, mail forwarding, mail filtering, and content publishing systems. All account features are to be used solely in order to develop and implement the Web site(s) associated with that account. Resellers may make reasonable use of account features shared between multiple accounts they are being billed for.

Certain usages are acceptable on our dedicated server options. Those exceptions will be made on a case-by-case basis only, and RSAWEB reserves the right to discontinue service for any system whose maintainer is unable or unwilling to control abuse or related problems.

Fair Usage Policy (FUP)

General

RSAWEB is committed to providing a great user/service experience that supports our fibre, hosting, services or application that a user/subscriber access through the RSAWEB network. In order to maintain a good experience for all RSAWEB applies reasonable network management policies. Detailed application of such policies are described below and may be subject to change at any time.

If said FNO package is unspecified then it will fall within the "FTTH General Policy"

Service description

RSAWEB offers various internet products to suit a user's internet or budgetary requirements. These services are subject to the below network policies which might be applied to the below hours:

Business hours – Monday to Friday | 07:00 – 18:00
Peak hours – Monday to Sunday | 17:00 – 22:00
Off-peak hours – Monday to Sunday | 22:00 – 06:00

Openserve FTTH Basic

This service offers a customer a basic internet experience. Policies enforced on this service is not usage-based but strictly enforced at peak hours. The below policies apply during peak hours:

- Best effort video at <1Mbps or video quality of 240p to 360p
- Gaming at a best-effort
- BitTorrent at a best-effort
- Software updates and App Store updates at a best effort
- Bulk downloads/uploads included but not limited to HTTP Download, FTP, Google Drive, Dropbox, Sharepoint, OneDrive, Veeam and rsync

Openserve FTTH Standard / Capped / Premium

This service offers a customer a full internet experience with high priority bandwidth.

Octotel Basic

This service offers a customer a basic internet experience. Policies enforced on this service is not usage-based but strictly enforced at peak hours. The below policies apply during peak hours:

- Best effort video at <1Mbps or video quality of 240p to 360p
- Gaming at a best-effort
- BitTorrent at a best-effort
- Software updates and App Store updates at a best effort
- Bulk downloads/uploads included but not limited to HTTP Download, FTP, Google Drive, Dropbox, Sharepoint, OneDrive, Veeam and rsync

FTTH General Policy

If not explicitly specified all other FNO's fall within our FTTH General Policy. This offers a customer a full internet experience with high priority bandwidth.

Intended use - Communications License Holders

RSAWEB will always strive to provide its customers with the best possible experience. For us to maintain this QOE. Consumer packages are offered at competitive price for an intended audience. Consumer packages which are used by ICASA license holder(s) or wireless service providers to backhaul internet traffic will be breach our AUP.

Providers who might be found guilty of this practice will be given 30 day notice and offered a business grade service as an alternative.

Congestion Management

RSAWEB will always strive to provide its customers with the best possible experience, but in the unlikely event that users aggregated bandwidth demands exceeds the available network capacity which results in abnormal congestion. RSAWEB will apply various bandwidth techniques to ensure subscribers have the best possible experience.

In the unlikely event that abnormal congestion is experienced RSAWEB will fairly balance bandwidth across the subscriber base.