

CAPRICOM WIRELESS NETWORKS CC

ACCEPTABLE USE POLICY

1. Introduction

CAPRICOM WIRELESS NETWORKS CC is committed to complying with legislation and ensuring that all its customers have the ability to use its network and the Internet without interference or harassment from other users. CAPRICOM WIRELESS NETWORKS CC's Acceptable Use Policy ("AUP") is designed to help achieve these goals. By using any of CAPRICOM WIRELESS NETWORKS CC's services, Customers agree to comply with this AUP and to remain responsible for its users, where applicable. CAPRICOM WIRELESS NETWORKS CC reserves the right to change or modify the terms of the AUP at any time, by posting an updated version on its website at <http://www.capricom.co.za> Customer's use of CAPRICOM WIRELESS NETWORKS CC's services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

2. Scope of the AUP

The AUP applies to CAPRICOM WIRELESS NETWORKS CC services that provide (or included Internet services, including but not limited to, any service providing access to the Internet, hosting services (data/content hosting, server hosting, web hosting, e-mail services, etc.) or any other services provided over the Internet or wireless data networks (collectively "IP Services").

3. Prohibited Activities

3.1 General Prohibitions:

3.1.1 CAPRICOM WIRELESS NETWORKS CC prohibits use of the IP Services in any way that is; i) unlawful, incitement to commit criminal acts, harmful to or interferes with use of CAPRICOM WIRELESS NETWORKS CC's network or systems, or the network of any other provider; ii) interferes with the use or enjoyment of services received by others; iii) infringes intellectual property rights; iv) results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or v) constitutes abuse, a security risk or a violation of privacy

3.1.2 Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, applications, or other services that are accessed via a link from a CAPRICOM WIRELESS NETWORKS CC -branded website or from a website that contains CAPRICOM WIRELESS NETWORKS CC -branded content is a violation of this AUP.

3.2 Unlawful Activities:

3.2.1 IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules.

3.3 Violation of Intellectual Property Rights:

3.3.1 IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of CAPRICOM WIRELESS NETWORKS CC or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

3.4 Threatening Material or Content:

3.4.1 IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize CAPRICOM WIRELESS NETWORKS CC provided web or content hosting, CAPRICOM WIRELESS NETWORKS CC reserves the right to decline to provide such services if the content is determined by CAPRICOM WIRELESS NETWORKS CC to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libellous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

3.5 Child Pornography:

3.5.1 IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to CAPRICOM WIRELESS NETWORKS CC at the following e-mail address: rianda@capricom.co.za CAPRICOM WIRELESS NETWORKS CC will report any discovered violation of this prohibition to the South African Police services and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

3.6 Inappropriate Interaction with Minors:

3.6.1 IP Services should not be used for the purpose of commission an offence against a child or in way that would constitute or promote unlawful interaction with children.

3.7 Spam/E-mail Abuse:

3.7.1 Spam/E-mail abuse is prohibited using IP Services. Spam/E-mail abuse shall include, but are not limited to, the following activities:

3.7.2 sending multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipient;

3.7.3 sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;

- 3.7.4 sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- 3.7.5 sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- 3.7.6 sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the CAPRICOM WIRELESS NETWORKS CC network or of the networks with which CAPRICOM WIRELESS NETWORKS CC interconnects, by virtue of quantity, size or otherwise;
- 3.7.7 using another site's mail server to relay mail without the express permission of that site;
- 3.7.8 using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- 3.7.9 using IP addresses that the Customer does not have a right to use;
- 3.7.10 collecting the responses from unsolicited electronic messages;
- 3.7.11 maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- 3.7.12 sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- 3.7.13 using distribution lists containing addresses that include those who have opted out;
- 3.7.14 sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- 3.7.15 falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- 3.7.16 using redirect links in unsolicited commercial e-mail to advertise a website or service;
- 3.7.17 posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- 3.7.18 intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- 3.7.19 knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- 3.7.20 Using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

4. Connectivity Services

- 4.1 CAPRICOM WIRELESS NETWORKS CC reserves the right to establish policies, rules and limitations, from time to time, concerning the use of the IP Service. Customers must comply with any bandwidth, data storage and other limitations CAPRICOM WIRELESS NETWORKS CC may impose in reasonable discretion. Failure to comply with these rules will result in customer service being restricted, suspended or terminated, in CAPRICOM WIRELESS NETWORKS CC's reasonable discretion.
- 4.2 Customers 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, Wireless or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed. The customer may not run a server (including game server) with the services. The Customer may not provide network services to others via the services. In addition, the customer is prohibited from running servers for mail, http, ftp, IRC and multi-user interactive forums. The customer may not share his services.
- 4.3 The Customer may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the 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 packages, options or promotions.
- 4.4 CAPRICOM WIRELESS NETWORKS CC reserve the right to limit the number of emails that customers may send in any given period or to limit the total message volume (amount of data) sent per hour.
- 4.5 CAPRICOM WIRELESS NETWORKS CC reserves the right to establish policies, rules and limitations, from time to time, concerning the use of any service. The Customer must comply with any bandwidth, data storage and other limitations we may impose, in CAPRICOM WIRELESS NETWORKS CC's reasonable discretion. Failure to comply with these rules will result in customer's service being restricted, suspended or terminated, in CAPRICOM WIRELESS NETWORKS CC's reasonable discretion.
- 4.6 CAPRICOM WIRELESS NETWORKS CC will manage bandwidth usage to the best of their ability during peak periods, it remains a best effort service however
- 4.7 CAPRICOM WIRELESS NETWORKS CC reserve the right to manage the network 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 customers use. CAPRICOM WIRELESS NETWORKS CC may take any other action deemed appropriate in order to help ensure the integrity of the network experience for all subscribers, including limiting customer's data traffic by controlling your network and/or bandwidth usage.
- 4.8 CAPRICOM WIRELESS NETWORKS CC do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any services.

- 4.9 CAPRICOM WIRELESS NETWORKS CC is committed to provide customers with uninterrupted services. However, CAPRICOM WIRELESS NETWORKS CC cannot guarantee that service and the allocated capacity will always be available.
- 4.10 CAPRICOM WIRELESS NETWORKS CC can terminate the service at any time if they decide to discontinue the service offering for any reason whatsoever, without any further liability to the customer.

5. Security Violations

- 5.1 IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of CAPRICOM WIRELESS NETWORKS CC '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:
- 5.2 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.
- 5.3 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;
- 5.4 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;
- 5.5 Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- 5.6 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;
- 5.7 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);
- 5.8 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;
- 5.9 engaging in the transmission of pirated software;
- 5.10 providing guidance, information or assistance with respect to causing damage or security breach to CAPRICOM WIRELESS NETWORKS CC 's network or systems, or to the network of any other IP Service provider;
- 5.11 Failure to take reasonable security precautions to help prevent violation(s) of this AUP.

6. Customer Responsibilities

- 6.1 Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. CAPRICOM WIRELESS NETWORKS CC has no responsibility for any material created on the CAPRICOM WIRELESS NETWORKS CC's network or accessible using IP Services, including content provided on third-party websites linked to the CAPRICOM WIRELESS NETWORKS CC 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 CAPRICOM WIRELESS NETWORKS CC of the content(s) of such sites.
- 6.2 Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

7. AUP Enforcement and Notice

- 7.1 Customer's failure to observe the guidelines set forth in this AUP will be regarded as a material breach and may result in CAPRICOM WIRELESS NETWORKS CC taking actions, which may either be a warning, a suspension or termination of Customer's services. When reasonably possible, CAPRICOM WIRELESS NETWORKS CC may provide Customer with a notice of an AUP violation allowing the Customer to promptly correct such violation.
- 7.2 If the IP Services are used in a way that CAPRICOM WIRELESS NETWORKS CC, in their reasonable discretion, believes violates this Acceptable Use Policy or any of CAPRICOM WIRELESS NETWORKS CC rules or limitations, CAPRICOM WIRELESS NETWORKS CC may take any responsive actions deemed 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 customer's account.
- 7.3 Should the customer engage in any one or more of the above activities, which shall be determined in CAPRICOM WIRELESS NETWORKS CC's reasonable discretion and which decision shall be final, then CAPRICOM WIRELESS NETWORKS CC shall be entitled, without prejudice to any other rights it may have, to take any responsive action deemed appropriate, such actions may include, without limitation:
 - 7.4 Temporary or permanent limitation, restriction or suspension of your access to the IP Service concerned, without notice
 - 7.5 terminate all agreements with you with immediate effect;
 - 7.6 bill customers for any costs incurred by CAPRICOM WIRELESS NETWORKS CC as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of CAPRICOM WIRELESS NETWORKS CC's name or registered domain names and CPU cycles; and
 - 7.7 Discloses information relating to the offending activity as may be required under the circumstances.
 - 7.8 CAPRICOM WIRELESS NETWORKS CC has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, CAPRICOM WIRELESS NETWORKS CC may monitor content of any such materials as necessary

to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the CAPRICOM WIRELESS NETWORKS CC network and its customers.

8. Incident Reporting

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