

**Last Updated 18 July 2017**

Important Note: This Acceptable Use Policy ("AUP") will be updated frequently. Please make a habit of reviewing it from time to time to stay abreast of the content thereof.

This document has been created by Ntelecom Pty Ltd and is protected by copyright. The contents or any part thereof may not be used or copied in any way.

**CONTENTS**

- 1. Introduction**
- 2. Protecting Your Account**
- 3. Account and Network Security**
- 4. Electronic Mail**
- 5. Protection of Network Performance**
- 6. Personal Home Pages**
- 7. Third Party Internet Relay Chat (IRC)**
- 8. Illegal Activities**
- 9. Fair usage policy**
- 10. Breach of the Acceptable Use Policy**
- 11. General**

**1. Introduction**

This document sets out general issues related to the Ntelecom Internet service and contains the Ntelecom's Internet Acceptable Use Policy (AUP).

Your Ntelecom Internet account provides you access to a vast collection of networks around the world via the World Wide Web, electronic mail, and File Transfer Protocol (FTP). Your use of these services is subject to the AUP.

It is our intention to allow Ntelecom customers 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 Ntelecom Internet account is used in a manner which violates this AUP, we reserve the right to terminate the service without notice. Our preferred course of action is to advise you of the inappropriate behaviour and any corrective action that is necessary. However, certain circumstances may warrant immediate termination of the Ntelecom Internet service without notice. 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 at 051 412 6300.

Reports of activity in violation of this policy may be sent via e-mail to [support@ntelecom.co.za](mailto:support@ntelecom.co.za)

## **2. Protecting Your Account**

It is your responsibility to keep your WiFi password secure and not to share your password and account access with anyone. Attempting to obtain another user's account information is strictly prohibited, and may result in termination of service.

## **3. Account and Network Security**

It is also your responsibility to implement security measures, including but not limited to the following

- changing your Wifi Password regularly
- changing your Access Point's default login password regularly
- Installing licensed internet security software, which includes, but are not limited to protection against
- internet threats such as viruses, malicious software, spy-ware, malware, cryptoware, hacking attempts, etcetera; and monitoring your internet account for irregularities.

You may not:

- attempt to circumvent the 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 distribute tools designed for compromising security. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools; or
- 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.

#### **4. Electronic Mail**

Your account with Ntelecom Internet 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 an e-mail account to send an unsolicited bulk or commercial message is prohibited on your Ntelecom Internet account. 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;
- 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; and
- Ntelecom Internet accounts may not be used to collect replies to messages sent from another ISP, where those messages violate this AUP or the AUP of the other ISP. Ntelecom reserves the right to delete messages or files which have remained on its servers for excessive periods of time as determined by Ntelecom, in its sole discretion.

#### **5. Protection of Network Performance**

Ntelecom reserves sole discretion to determine whether any customer's use of the Ntelecom Internet service interferes with other customers' use and enjoyment of any services provided by Ntelecom to customers over the same network.

The following examples are non-exclusive and are provided for guidance to customers:

- the sending of excessive numbers of e-mail or excessively large files which, in Ntelecom'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 account (for example, you may not use your account to operate as an FTP server);
- Ntelecom's standard (Non SLA) Internet accounts operate on shared resources. You are prohibited from excessive consumption of resources, including central processing unit time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performance of Ntelecom systems or networks. Ntelecom reserves the right to terminate or limit such activities; and
- you may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, repetitive pinging the host.

## **6. Personal Home Pages**

Your Ntelecom Internet account provides the option to purchase personal home page space. Ntelecom Internet will routinely monitor the size your personal web page and may, from time to time, monitor the contents of your personal web page. You are solely responsible for any information contained on your personal home page. However, if complaints are received regarding language, content or graphics contained on a customer's personal home page, Ntelecom Internet may, at its sole discretion, remove the personal home page and / or terminate your personal home page service. You may not use your personal home page to publish material which Ntelecom determines, at its sole discretion, to be unlawful, indecent or objectionable.

- For purposes of this AUP, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.
- "Unlawful content" is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to obscene material, defamatory, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (e.g. copyright or trademarks).
- "Indecent content" is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.
- "Objectionable content" is otherwise legal content with which Ntelecom concludes, in its sole discretion, it does not want to be associated with in order to protect its reputation and brand image, or to protect its employees, shareholders and affiliates.

Examples of prohibited personal home page content include:

- materials that depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value;
- materials that suggest or depict obscene, indecent, vulgar, lewd or erotic behaviour, and which lack serious literary, artistic, political or scientific value;
- materials that hold Ntelecom (including its affiliates, employees or shareholders) up to public scorn or ridicule, or which unreasonably criticize Ntelecom, its employees or its products; and
- materials which encourage the commission of a crime, or which tends to incite violence, or which tends to degrade any person or group based on sex, nationality, religion, colour, age, marital status, sexual orientation, disability or political affiliation.

## **7. Third Party Internet Relay Chat (IRC)**

Although Ntelecom 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; or

- 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 Ntelecom's network that is a violation of any law, regulation or this policy, as such may be in force from time to time, may result in immediate termination of service without notice to you. It is also your responsibility to ensure that you are aware, stay aware of, and shall at all times comply with, all statutory or other regulatory provisions and rules applicable to the provision and use of the Ntelecom Internet service as amended from time to time, including but not limited to the provisions of the Electronic Communications and Transactions Act 25 of 2002, the Films and Publications Act 65 of 1996 and the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002.

Prohibited activities include, but are not limited to:

- transmitting obscene materials, including child pornography or any material regarded as illegal;
- intentionally spreading or threatening to spread computer viruses;
- gaining or attempting to gain unauthorized access to private networks including Ntelecom's private network infrastructure;
- accessing or attempting to access information not intended for the customer;
- engaging in the transmission of pirated software;
- conducting or participating in illegal gambling, soliciting for illegal pyramid and other schemes through electronic mail; or
- any other activities declared to be illegal in terms of any applicable law.

## **9. Ntelecom Internet Capped & Uncapped Fair Usage Policy**

Ntelecom Internet accounts are designed for either home or business use, and customers need to select the appropriate package designed for their access port speed and type of usage application.

Ntelecom Internet products are not capped in the ordinary course. However, Ntelecom reserves the right to apply restrictions on an account if a customer's behaviour is determined to be affecting the user experience of other customers on Ntelecom network. Such restrictions may include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port

speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications.

Examples of customer behaviour which may compromise Ntelecom's network performance include, for example,

- Causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as peer-to-peer.

In the event of such behaviours, Ntelecom reserves the right to terminate the account of a customer whose usage is continuously affecting Ntelecom's network performance, as a customer of Ntelecom Internet products.

The Fair Usage Policy (FUP) controls will be implemented by Ntelecom in addition to those set out elsewhere in this AUP regarding unlawful behaviour.

Only 1 FUP level and action are defined for **Uncapped** usage volumes:

- FUP Level 1 for customers which are at 500GB of predefined uncapped usage.

Access to Ntelecom.co.za and Banking sites will not be throttled at any level.

The following actions are applicable :

- FUP Level 1 (500GB of Uncapped usage)
- The customer will be throttled to approximately 1mbps until reset.

2 FUP levels and actions are defined for **Capped** usage volumes:

- FUP Level 1 for customers which are at 100% of predefined capped usage.
- FUP Level 2 for customers which are at 500% of predefined capped usage.

Access to Ntelecom.co.za and Banking sites will not be throttled at any level.

The following actions are applicable :

- FUP Level 1 (100% of predefined capped usage)
- The customer will be throttled to approximately 1mbps until reset.
- FUP Level 2 (500% of predefined capped usage)
- The customer will be throttled to approximately 512kbps until reset.

## **10. Breach of the Acceptable Use Policy**

In general, if you use your Ntelecom Internet account in a manner which:

- violates rules, regulations and policies applicable to any network, server, computer database, website or Internet Service Provider ("ISP") that you access through your internet account;
- violates any law, regulation, treaty or tariff,
- is defamatory, fraudulent, indecent, offensive, deceptive; or threatens, harasses, abuses or intimidates others;
- damages the name or reputation of Ntelecom, its holding company, affiliates and subsidiaries;
- interferes with other customers' use and enjoyment of the services provided by Ntelecom; or
- breaches the security on any computer network; or
- to access an account which does not belong to you; it will be regarded as a breach of this AUP.

In the event of breaches of this AUP, Ntelecom will, where circumstances allow, provide notice of the breach to the relevant user with a request to remedy same immediately, failing which the relevant customer's account may be terminated. However, where the circumstances warrant it, Ntelecom may terminate a customer's account without notice.

In addition to the above, users who violate systems or network security may incur criminal or civil liability. Ntelecom 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.

## **11. General**

Ntelecom's failure to enforce this policy, for whatever reason, shall not be construed as a waiver of Ntelecom's right to do so at any time. Ntelecom reserves the right to amend this AUP from time to time.