

Smart Internet Unlimited Acceptable Use Policy

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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 Telkom SA SOC Limited (“Telkom”) and is protected by copyright. The contents or any part thereof may not be used or copied in any way without prior permission.

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1. Introduction

This document sets out general guidelines relating to the SmartInternet Unlimited service and contains the SmartInternet Unlimited Acceptable Use Policy (AUP). The SmartInternet Unlimited service provides customers with access to a vast collection of networks around the world via the World Wide Web, electronic mail, and File Transfer Protocol (FTP). Usage of this service is subject to the AUP.

It is our intention to allow Telkom 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 services, 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 SmartInternet Unlimited service 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 SmartInternet Unlimited 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 10217.

2. Account and Network Security

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

- changing your router default 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, hacking attempts, etcetera; and
- monitoring your internet account for irregularities.

3. Protection of Network Performance

Telkom reserves the right in its sole discretion to determine whether any customer's use of the SmartInternet Unlimited service interferes with other customers' use and enjoyment of any services provided by Telkom to customers over the same network.

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

- you may not provide network services from your account (for example, you may not use your account to operate as an FTP server);
- SmartInternet Unlimited services 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 Telkom systems or networks. Telkom 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.

4. Illegal Activities

Any activity on Telkom's network that is a violation of any law, regulation, Telkom's Standard Terms and Conditions 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 SmartInternet Unlimited 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 Telkom'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.

5. SmartInternet Unlimited Fair Usage Policy

SmartInternet Unlimited service is designed for business use. Telkom reserves the right to apply restrictions on a service if a customer's behaviour is determined to be affecting the user experience of other customers on Telkom's network. Such restrictions may include but are not limited to throttling a customer's speeds

6. Breach of the Acceptable Use Policy

In general, if you use your SmartInternet Unlimited service 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 Telkom, its holding company, affiliates and subsidiaries;
- interferes with other customers' use and enjoyment of the services provided by Telkom; 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, then Telkom must give the Subscriber 20 (twenty) Business Days notice to rectify the breach. Should the Subscriber neglect or fail to rectify the breach within the 20 (twenty) Business Days notice period, then Telkom will have the right to cancel the service, without prejudice (meaning to preserve your respective rights and positions) to Telkom's rights to claim all and any damages which Telkom Business has incurred in consequence of such breach.

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

7. General

Telkom reserves the right to amend the AUP in its sole discretion.