



B2E Technologies and Active Fibre Acceptable User Policy (AUP)

What is an AUP?

An AUP is a policy which sets out the rules applicable to the use of our services. Most of these relate to legal requirements, but we also need to ensure that our network and customers are kept safe and secure.

Agreement to this AUP

You agree that you will only use our services in a manner consistent with this AUP and that your failure to do may be grounds for us to suspend or discontinue service provision.

Active Fibre is committed to complying with legislation and ensuring all its Customers have the ability to use its network and the Internet without interference or harassment from other users. Active Fibre's Acceptable Use Policy ("AUP") is designed to help achieve these goals.

By using any of Active Fibre's services, Customers agree to comply with this AUP and to remain responsible for its users, where applicable. Active Fibre 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.ActiveFibre.co.za/legalpolicies/>. Customer's use of Active Fibre's services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

General Prohibitions: Active Fibre 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 Active Fibre'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.

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 an Active Fibre-branded website or from a website that contains Active Fibre-branded content is a violation of this AUP.

Unlawful Activities: 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.

Violation of Intellectual Property Rights: 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 Active Fibre 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.

Threatening Material or Content: 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 Active Fibre provided web or content hosting, Active Fibre reserves the right to decline to provide such services if the content is determined by Active Fibre to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: IP Services should not be used for the purpose of committing an offence against a child or in way that would constitute or promote unlawful interaction with children.

Child Pornography: 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 Active Fibre at the following e-mail address: abuse@activefibre.co.za. Active Fibre 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.

Spam/E-mail Abuse:

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

- sending multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the Active Fibre network or of the networks with which Active Fibre interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- 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;

- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- 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);
- using distribution lists containing addresses that include those who have opted out;
- 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;
- 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;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the acceptable use policy of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

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.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Active Fibre'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:

- 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;
- 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;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- 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;
- 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);

- 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;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to Active Fibre's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

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

AUP Enforcement and Notice

The Customer's failure to observe the guidelines set forth in this AUP, including without limitation the FUP, will be regarded as a material breach and may result in Active Fibre taking actions, which may either be a warning, a suspension or termination of the Customer's services. When reasonably possible, Active Fibre may provide the Customer with a notice of an AUP and/or FUP violation allowing the Customer to promptly correct such violation.

If the IP Services are used in a way that we, in our reasonable discretion, believe violates this AUP, including our FUP or any of our rules or limitations, we may take any responsive actions we deem 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 your account. Should you engage in any one or more of the above activities, which shall be determined in Active Fibre's reasonable discretion and which decision shall be final, then Active Fibre shall be entitled, without prejudice to any other rights it may have, to take any responsive action we deem appropriate, such actions may include, without limitation:

- without notice, temporary or permanent limitation, restriction or suspension of your access to the IP Service concerned;
- terminate all agreements with you with immediate effect;
- bill you for any costs incurred by Active Fibre as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of Active Fibre's name or registered domain names and CPU cycles; and
- disclose information relating to the offending activity as may be required under the circumstances.

Active Fibre has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, Active Fibre may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect Active Fibre's network and its Customers.

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an Active Fibre Customer (or its user) should be directed to abuse@activefibre.co.za include details that would assist Active Fibre in investigating and resolving such complaint.