

Cell C Acceptable Use Policy

1. Introduction

Cell C 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. Cell C's Acceptable Use Policy ("**AUP**") is designed to help achieve these goals. By using any of Cell C's services, customers agree to comply with this AUP and to remain responsible for its users, where applicable. Cell C reserves the right to change or modify the terms of the AUP at any time, by posting an updated version on its website. Customer's use of Cell C's services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms. This AUP should also be read in line with the various other Cell C product terms and conditions which have been made available on the website, as well as any other applicable Fair Usage Policies or restrictions.

2. Scope of the AUP

The AUP applies to Cell C services that provide (or include) Internet services, including but not limited to, any service providing access to the Internet or any other services provided over the Internet or wireless data or fibre networks (collectively "**IP Services**").

3. General Prohibitions

Generally, you may not make use of the IP Services in a manner which:

- Promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- is in breach of any third party rights (including any third party intellectual property rights);
- has any fraudulent purpose or effect or involves a user impersonating another person or otherwise misrepresenting himself or herself as the source of any communication; or
- damages or may damage Cell C's name and/or reputation or the name and/or reputation of Cell C's subcontractors or agents.

4. Prohibited Activities

You may not use the IP Services to send, receive, store, distribute, transmit, post, upload or download any materials or data which are restricted or prohibited in terms of this AUP. This includes, but is not limited to:

- Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted material, violation of export restrictions, harassment, fraud, trafficking in obscene material, child sexual abuse imagery or child pornography, drug dealing, and other illegal activities;
- Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following:
 - unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic;
 - interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
 - forging of any TCP-IP packet header or any part of the header information in an e- mail or a newsgroup posting; and
 - employing posts or programs which consume excessive CPU time or storage space, permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; or resale of access to CGI scripts installed on our servers.
- Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. You shall not use another site's mail server to relay mail without the express permission of the site or distributing, advertising or promoting products or software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam;
- Posting of defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting emotional distress,, use of the IP Services which results in the publication of threatening or offensive material which is harmful, obscene, indecent, discriminatory, defamatory, constitutes hate speech or violating trademarks, copyrights, or other intellectual property rights.

5. Connectivity Services

Cell C reserves the right to establish policies, rules and limitations, from time to time, concerning the use of the IP Services. You must comply with any bandwidth, data storage and other limitations and restrictions that we may impose, in our discretion. Cell C will notify you should we wish to impose any additional limitations, policies and rules in respect of your use of the IP Services. Failure to comply with these rules will result in your service(s) being restricted, suspended or terminated, at our discretion.

Cell C also reserves the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.

You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the any IP Services, or create an unusually large burden on our network, or generate 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.

Cell C will manage bandwidth usage to the best of our ability during peak periods, however, it remains a best effort service.

Cell C reserves the right to manage our network in order to optimize its efficiency for the benefit of all our customers, including, but not limited to, 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 your use. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all customers, including limiting your data traffic by controlling your network and/or bandwidth usage.

You may not use the IP services for unattended automated operation, unless otherwise agreed. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.

Cell C is committed to provide you with uninterrupted IP Services. However, we cannot guarantee that the IP Service(s) and the allocated capacity will always be available.

6. Security Violations

You are responsible for ensuring and maintaining security of the systems and the machines that connect to and use the Cell C IP Service(s), including implementation of necessary patches and operating system updates. Any automatic updates that

affect the network performance will not be permitted. Cell C's IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Cell C'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.

7. Content

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

8. Breach of the Acceptable Use Policy

In the event of breaches of this AUP, Cell C may, where circumstances allow and at their discretion, provide notice of the breach to you with a request to remedy same immediately, failing which Cell C reserves the right to suspend/terminate any of the IP Services. However, Cell C reserves the right to terminate a customer's account and access to any of the IP Services without notice.

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