

LETABA NETWORKS ACCEPTABLE USE POLICY (AUP)

1. Introduction

Letaba Networks, 2022/848248/07 (herein further referred to as "Letaba Networks") is committed to complying with legislation and ensuring that all its customers can use its network and the Internet without interference or harassment from other users. Letaba Networks' Acceptable Use Policy ("AUP") is designed to help achieve these goals. By using any of Letaba Networks' services, Customers agree to comply with this AUP and to remain responsible for its users, where applicable. Letaba Networks reserves the right to change or modify the terms of the AUP at any time, by posting an updated version on its website. Customers' use of Letaba Networks' 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 Letaba Networks' 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 Letaba Networks prohibits the use of the IP Services in any way that is; i) unlawful, incitement to commit criminal acts, harmful to or interferes with the use of Letaba Networks' 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 Letaba Networks-branded website or from a website that contains Letaba Networks-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. Right of publicity, moral rights, or other intellectual property rights now known or later recognized by statute, judicial decision, or regulation.

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 Letaba Networks 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,

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 Letaba Networks provided web or content hosting, Letaba Networks reserves the right to decline to provide such services if the content is determined by Letaba Networks to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, 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 Letaba Networks at the following e-mail address: abuse@letaba.net. Letaba Networks 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 commissioning an offense against a child or in a way that would constitute or promote unlawful interaction with children.

3.7 Spam & Email Abuse

3.7.1 Spam or Email abuse is prohibited using IP Services. Spam or email abuse shall include but is not limited, to the following activities:

- Sending multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipient;
- Sending unsolicited commercial e-mails, 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 messages, a reasonable means of opting out from receiving additional messages from the sender;
- Sending electronic messages, files or other transmissions that exceeds capacity or that create the potential for disruption of the Letaba Networks network or of the networks with which Letaba Networks 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 email messages or to re-transmit e-mail messages for the purpose of misleading recipients as to the origin or to the 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 news groups, 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 AUP of any other Internet Service Provider.

4. Connectivity Services

- 4.1** Letaba Networks reserves the right to establish policies, rules, and limitations concerning the use of the IP Service from time to time. Customers must comply with any bandwidth, data storage, and other limitations imposed by Letaba Networks in reasonable discretion. Failure to comply with these rules may result in the restriction, suspension, or termination of customer service at Letaba Networks' 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 exploit the service for any commercial purposes. For example, customers 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 run a server (including game server) with the services. The customer may not share their 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 any services, or create an unusually large burden on our network. This includes 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** Letaba Networks reserves 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** Letaba Networks reserves the right to establish policies, rules, and limitations concerning the use of any service. The Customer must comply with any bandwidth, data storage, and other limitations imposed by Letaba Networks in its reasonable discretion. Failure to comply with these rules may result in the restriction, suspension, or termination of the customer's service at Letaba Networks' reasonable discretion.
- 4.6** Letaba Networks will manage bandwidth usage to the best of their ability during peak periods; however, it remains a best effort service.
- 4.7** Letaba Networks reserves the right to manage the network to optimize its efficiency for the benefit of all subscribers. This includes, without limitation, rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, antivirus mechanisms, protocol filtering, and imposing restrictions on customers' use. Letaba Networks may take any other action deemed appropriate to help ensure the integrity of the network experience for all subscribers, including limiting customer's data traffic by controlling network and/or bandwidth usage.
- 4.8** Letaba Networks does not make any express or implied representations, warranties, or guarantees regarding the availability, accuracy, reliability, timeliness, quality, or security of any services.
- 4.9** Letaba Networks is committed to providing customers with uninterrupted services. However, Letaba Networks cannot guarantee that service and the allocated capacity will always be available.
- 4.10** Letaba Networks 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 Letaba Networks' (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:
 - Customers are responsible for ensuring and maintaining the security of their systems and the machines that connect to and use IP Services, including the implementation of necessary patches and operating system updates.
 - Unauthorized monitoring, scanning, or probing of networks or systems 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 user authentication or the security of any host, network, server, personal computer, network access and control devices, software, or data without the 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, 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).
- Failure to take reasonable security precautions to help prevent violation(s) of this AUP.
- Engaging in the transmission of pirated software.
- 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 hijacking.
- Providing guidance, information, or assistance with respect to causing damage or security breach to Letaba Networks' network or systems, or to the network of any other IP Service provider.

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. Letaba Networks has no responsibility for any material created on the Letaba Networks' network or accessible using IP Services, including content provided on third-party websites linked to the Letaba Networks 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 Letaba Networks of the content(s) of such sites.

6.2 Customers are responsible for taking prompt corrective action(s) to remedy a violation of the 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 Letaba Networks taking actions, which may either be a warning, a suspension, or termination of Customer's services. When reasonably possible, Letaba Networks may provide Customer with 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 Letaba Networks, in their reasonable discretion, believes violates this Acceptable Use Policy or any of Letaba Networks' rules or limitations, Letaba Networks 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 Letaba Networks' reasonable discretion and which decision shall be final, then Letaba Networks 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:

- Temporary or permanent limitation, restriction, or suspension of your access to the IP Service concerned, without notice.
- Terminate all agreements with you with immediate effect.
- Bill customers for any costs incurred by Letaba Networks because of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of Letaba Networks' name or registered domain names, and CPU cycles.
- Disclose information relating to the offending activity as may be required under the circumstances.
- Letaba Networks has no obligation to monitor the content of any materials distributed or accessed using the IP Services. However, Letaba Networks may monitor the content of any such materials as necessary to comply with applicable laws, regulations, or other governmental or judicial requests or to protect the Letaba Networks network and its customers.

8. Incident Reporting

8.1 Any complaints (other than claims of copyright or trademark infringement) regarding the violation of this AUP by a Letaba Networks Customer (or its user) should be directed to abuse@letaba.net, including details that would assist Letaba Networks in investigating and resolving such complaint.