



iTEAM (Pty) Ltd

TEL: 087 500 0000 • **EMAIL:** connectivity@iteam.co.za

ADDRESS: 372 Che Guevara Road • Glenwood • Durban • 4001

WEBSITE: www.iteam.co.za

Reg. No.: 2005/009979/07 • **VAT No.:** 4330203672

ACCEPTABLE USAGE POLICY

I. General Notice

Thank you for reading iTEAM (Pty) Ltds' ("iTEAM") Acceptable Use Policy (AUP). By accessing our website, or by contracting with us for service, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website.

The purpose of this Acceptable Usage Policy ("AUP") is to comply with the relevant laws of the Republic; to specify to customers, subscribers and users of our service/website what activities and online behaviour are considered an unacceptable use of the service/website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities. Users are required to adhere to this policy without exception. The terms "User", "Subscriber" and "Customer" are used interchangeably.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our customer services centre: support@iteam.co.za.

iTEAM respects the rights of our customers and users of our services to freedom of speech and expression; access to information; privacy; human dignity; religion, belief and opinion in accordance with our constitution. We undertake not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our network.

II. Unlawful Use

iTEAMs' services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic. Should the user reside outside of South Africa, the laws of the country in which the user resides shall apply.

This includes:

1. Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
2. Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
3. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover, iTEAM cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by iTEAMs' network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.

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4. Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.
5. Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with iTEAM on behalf of another subscriber without their consent.
6. Any violation of the exchange control laws of the Republic.
7. Any activity that results in the sale, transmission or distribution of pirated or illegal software.
8. Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal. Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, iTEAM will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using iTEAMS' resources, including the provisioning of all personal identifiable data.

III. Prohibited Activities

The following sections outline activities that are considered an unacceptable use of iTEAMS' services/network/website and also detail the guidelines for acceptable use of certain facilities/services, as the case may be.

IV. Threats to Network Security

Any activity which threatens the functioning, security and/ or integrity of iTEAMS' network is unacceptable.

This includes:

1. Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by iTEAM for this goal;
2. Any effort to use iTEAMS' equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
3. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
4. Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person;
5. Any activity which threatens to disrupt the service offered by iTEAM through "denial of service attacks", flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks;
6. Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus; Trojan horse; worm, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.
7. Any unauthorised monitoring of data or traffic on the network without True Technologies' explicit, written consent.



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8. Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails.

V. Public Space and Third Party Content and Sites

In reading this AUP or in signing a service contract with iTEAM, you acknowledge that iTEAM has no power to control the content of the information passing over the Internet and its applications, including e-mail; chatrooms; news groups; or other similar fora, and that iTEAM cannot be held responsible or liable, directly or indirectly, for any of the abovementioned content, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

Our services also offer access to numerous third-party webpages. You acknowledge that we exercise absolutely no control over such third-party content, or sites and in such cases, our network is merely a conduit or means of access and transmission. This includes, but is not limited to, third-party content contained on or accessible through the iTEAM network websites and web pages or sites displayed as search results or contained within a directory of links on the iTEAM network. It remains your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you.

Access to public Internet spaces, such as bulletin boards, Usenet groups, chat rooms and moderated forums is entirely voluntary and at your own risk. iTEAM employees do not moderate any of these services, or your communications, transmissions or use of these services. We do not undertake any responsibility for any content contained therein, or for any breaches of your right to privacy that you may experience as a result of accessing such spaces.

VI. Usenet Newsgroups

The customer is responsible for determining and familiarising himself or herself with the written policies of a given newsgroup before posting to it. The customer must comply with these guidelines at all times which can be obtained from other users of the newsgroup upon request, or from the group's administrators/moderators.

The following are prohibited practices with regard to Usenet newsgroups and iTEAM reserves the right to delete and/or cancel posts which violate the following conditions:

1. Excessive cross-posting of the same article to multiple newsgroups.
2. Posting of irrelevant or off-topic material to newsgroups (also known as USENET spam).
3. Posting binaries to a non-binary newsgroup.
4. Posting adverts, solicitations, or any other commercial messages unless the guidelines of the newsgroup in question explicitly permit them.
5. iTEAM does not monitor nor control the content that is available or unavailable via newsgroup and/or usenet services. The services offered by iTEAM in respect to usenet services is merely a convenience to iTEAM customers to make the use of the service more convenient. iTEAM accepts no liability and has no control over the content that may or may not be available, including, but not limited to, pornography, illegally obtained movies, applications and music.



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VII. Unsolicited, Spam and Junk Mail

Spam and unsolicited bulk mail are highly problematic practices. They affect the use and enjoyment of services by others and often compromise network security. iTEAM will take swift and firm action against any user engaging in any of the following unacceptable practices:

1. Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail;
2. Operating or maintaining mailing lists without the express permission of all recipients listed;
3. Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients;
4. Using iTEAMs' service to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services, that violate this AUP or the AUP of any other Internet service provider;
5. Including iTEAMs' name in the header or by listing an IP address that belongs to iTEAM in any unsolicited email sent through iTEAMs' network or not;
6. Failure to secure a customer's mail server against public relay as a protection to themselves and the broader Internet community. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed.

iTEAM reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user. iTEAM also reserves the right to examine the mail servers of any users using iTEAMs' mail servers for "smarthosting" (when the user relays its mail via a iTEAMs' mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with iTEAMs' privacy policy

VIII. Spam/Virus Filtering

iTEAM provides a spam and virus filtering system to protect customers from unsolicited mail and viruses. The customer acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to the customer. The customer acknowledges and agrees that iTEAM shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.

IX. Webmail

Webmail and other web based email services made available by iTEAM are provided on an "as is" basis without representations, warranties or conditions of any kind, and the customer acknowledges and agrees that iTEAM shall have no responsibility for, or liability in respect of, any aspect of the Webmail services, including without limitation for any lost or damaged data or any acts or omissions of iTEAM. As webmail storage space is limited, some Webmail messages may not be processed due to space constraints or message limitations. Webmail is provided to individuals and for personal use only. Any unauthorised commercial use of the Webmail service, or resale of the Webmail service is expressly prohibited.