



External Acceptable Use Policy

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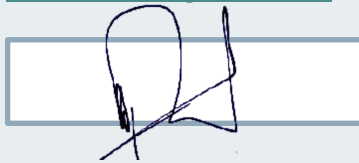
Created By:

Name Sanet van der Merwe
Designation Compliance Officer
Phone +27 12 421 5700
Email sanet.vandermerwe@ioco.tech



Reviewed By:

Name Frik van Rensburg
Designation Executive: Operations Centre
Phone +27 12 421 5656
Email frik.vanrensborg@ioco.tech



Approved By:

Name Johan Bosch
Designation Executive Director: Infrastructure Services
Phone +27 12 421 5133
Email johan.bosch@ioco.tech



Block A
Lynnwood Corporate Park
36 Alkantrant Street
Lynnwood Manor
Pretoria
0081

Tel: +27 12 421 5600
ioco.tech

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Document History

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Acceptable Use Policy

1 Introduction

The purpose of this document is to define the accepted behaviour of external users of the network and systems (“infrastructure”) of Emid (Pty) Ltd t/a iOCO Infrastructure Services (“the service provider”), and is intended to maintain the integrity and quality of the service and protect the external users and the infrastructure from abuse.

2 Scope

This policy applies to all users of any form of internet or network access and any other related services received from the Service Provider.

This policy applies to and will be enforced for intended and unintended (like viruses and other unknown causes) prohibited usage.

3 Rules of Interpretation

- 3.1. Clause headings are for convenience and are not to be used in its interpretation;
- 3.2. Unless the context indicates a contrary intention, an expression which denotes:
 - a. Any gender includes the other genders;
 - b. A natural person includes a juristic person and vice versa;
 - c. The singular includes the plural and vice versa;
- 3.3. References to clauses, schedules, parts, annexes and sections are, unless otherwise provided, references to clauses, schedules, parts, annexes and sections of this Policy;
- 3.4. When any number of days is prescribed, the number of days shall be calculated on the basis that the first day is excluded and the last day is included, provided that Saturdays, Sundays and South African public holidays shall be excluded from the calculation;
- 3.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 3.6. Terms other than those defined within the Policy will be given their plain English meaning, and those terms, acronyms, and phrases known in the information and communication technology industry will be interpreted in accordance with their generally accepted industry meanings;
- 3.7. Use of the words "**includes**" or "**including**" means ‘includes without limitation’ or ‘including without limitation’ and the use of these or similar words shall not be limited to the meaning of the general words;
- 3.8. Any reference to "**days**" shall be construed as being a reference to calendar days unless qualified by the word "**Business**";
- 3.9. Any notice required to be given in terms of this Policy shall, unless otherwise provided herein, be in writing.
- 3.10. This Policy forms part of and is hereby incorporated by reference into the Service Level Agreement governing the provision of the service.

4 Definitions, Abbreviations and Acronyms

4.1 Definitions

In this document, unless the context expressly indicates otherwise, the following words and expressions shall have the meanings given to them below:

- 4.1. **"Backup"** means a copy of one or more files created as an alternate in case the original data is lost or becomes unusable
- 4.2. **"Best Efforts"** means a level of diligence, or effort, exercised in the performance of a service
- 4.3. **"Business Day"** means any day, other than a Saturday, Sunday or an official public holiday in the Republic of South Africa;
- 4.4. **"Business Hours"** means from 08h00 to 17h00 on Business Days;
- 4.5. **"Data"** means any data, including personal information as defined in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), Personal Data and/or any equivalent legislation of the jurisdiction(s) where the obligations in terms of this Agreement are being provided and/or performed, supplied to the Service Provider by the Customer or Processed on behalf of the Customer by the Service Provider;
- 4.6. **"Data Breach"** shall mean any breach of security leading to unauthorized or unlawful destruction, loss, alteration or disclosure of Data;
- 4.7. **"Data Protection Laws"** means all applicable law relating to data protection, privacy and security when processing Data in the performance of the service. This includes without limitation applicable international, regional, federal or national data protection, privacy, export or data security directives (e.g. directives of the European Union), laws, statutes, regulations, rulings, decisions and other binding restrictions of, or by, any judicial or administrative body, whether domestic, foreign or international, including the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) and the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);
- 4.8. **"Deliverable"** means any tangible or intangible product that is provided by Emid (Pty) Ltd to the Client pursuant to the SLA;
- 4.9. **"Hosting"** means a service through which storage and computing resources are provided to the client for the accommodation and maintenance of one or more of the client's ICT assets. The words "host" and "hosting services" shall be construed accordingly unless the context clearly indicates otherwise.
- 4.10. **"Infrastructure"** means all facilities, equipment, software and other amenities owned or leased by the service provider and utilised in or related to the provision of the service;
- 4.11. **"Intellectual Property"** includes, any copyright (whether or not registered), design rights, inventions (whether or not patented), logos, business names, service marks and trademarks (whether or not registered), internet domain names, moral rights, rights in databases, data, methodology, source codes, reports, drawings, specifications, know how, business methods and trade secrets, applications for registration (or the right to apply for registration) for any of these rights and all other intellectual property with an equivalent or similar forms of protection;

- 4.12. **“Maintenance and Support”** means procedures to maintain an asset owned by the client which allows for the proper operation of such an asset which includes but is not limited to preventive, diagnostic, updating, replacement, and repair procedures.
- 4.13. **“Personal Data”** shall mean personal data as defined in the Data Protection Laws, including any information relating to an identified or identifiable individual (including, but not limited to, name, postal address, email address, telephone number, date of birth, social security number, driver’s license number, other government-issued identification number, financial account number, credit or debit card number, insurance ID or account number, health or medical information, consumer reports, background checks, biometric data, digital signatures, any code or password that could be used to gain access to financial resources, or any other unique identifier) that is Processed by the Service Provider;
- 4.14. **“Personnel”** means any employee, agent, contractor or subcontractor of the Service Provider;
- 4.15. **“Process”** shall mean any operation, or set of operations, performed on Data, by any means, such as by collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction and “Processing” shall have a corresponding meaning;
- 4.16. **“Service Provider”** means Emid (Pty) Ltd t/a iOCO Infrastructure Services, a private company registered in accordance with the laws of South Africa with registration number 1980/002315/07;
- 4.17. **“Services”** means the services to be provided by the Service Provider to the User, as detailed in the SLA and shall include services, functions or responsibilities which are reasonably and necessarily required for the proper performance and provision of the services described in the SLA;
- 4.18. **“Spam”** means unauthorized and/or unsolicited electronic mass mailings
- 4.19. **“User”** means a natural or juristic person, its employees, representatives, consultants, contractors or agents who are authorized to use the Network Service for their benefit.

4.2 Abbreviations and Acronyms

The following abbreviations and acronyms, when used in this document, shall have the meanings set forth below:

Acronym	Term
AUP	Acceptable Use Policy
ISP	Internet Service Provider

5 Prohibited Use

The services may not be used to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject the Service Provider to liability, including, without limitation:

- 5.1 Any criminal, illegal or unlawful act.
- 5.2 Transmission, distribution or storage of any material on or through the infrastructure in violation of any applicable law or regulation. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, violates export control laws or material protected by data protection laws used without proper cause.
- 5.2 Any use which intentionally interferes with the Service Provider's ability to provide services in any respect.
- 5.3 Any use which intentionally interferes with the rights of the Service Provider or the rights of any third party.
- 5.4 Any use which is a breach of any other agreement may have been entered into with the user or any policy or other terms and conditions which the user have agreed to in connection with the use of the services.
- 5.5 The use of the service to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements, etc.) in contravention of applicable Law or Regulatory Provisions.
- 5.6 Violations of system or network security by the user, and may result in civil or criminal liability. The service provider will investigate incidents involving such violations and will involve and co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:
 - 5.6.1 Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures;
 - 5.6.2 Unauthorised monitoring of data or traffic on the network or systems;

- 5.6.3 Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- 5.6.4 Forging of any TCP-IP packet header (spoofing) or any part of the header information in an e-mail or a newsgroup posting.
- 5.6.5 Circumvention of user authentication or security of any host, network, or account (referred to as “cracking” or “hacking”)

6 Compliance and Enforcement

Users agree to comply with all applicable laws, rules, and regulations in connection with the use of the services. Any material or conduct that violates this policy in any manner, at the sole discretion of the service provider, may result in suspension or termination of the services or removal of user’s account with or without notice.

The service provider’s failure to enforce this policy, for whatsoever reason, shall not be construed as a waiver of the service provider’s right to do so at any time.

7 Reporting Violations

All cases of violation of the above Acceptable Use Policy should be reported to abuse@emid.co.za.

8 Take-Down Notices

In accordance with Section 77 of the Electronic Communications and Transactions Act No. 25 of 2002 (“ECT Act”), a complainant who believes that an ISP is providing services which infringe his or her rights may issue a notification to the ISP or its designated agent, requesting that such services be terminated.

The Service Provider has designated the Internet Service Providers' Association (ISPA) as an agent to receive notifications of infringements as defined in Section 77 of the Act.

For further details contact the Internet Service Providers' Association (ISPA) at:

Address: PO Box 518, Noordwyk, 1687

Telephone: 010 500 1200

E-mail: complaints@ispa.org.za

9 Disclaimer and Indemnity

9.1 The user acknowledges that the service provider is unable to exercise control over the content of the information passing over the infrastructure and the Internet, including any websites, electronic mail transmissions, news groups or other material and associated materials such as traffic data created or accessible over its infrastructure. The service provider is not responsible for the content of any messages or other information transmitted over its infrastructure.

9.2 The user acknowledges further that the service provider is under no general obligation to monitor traffic passing over the infrastructure and the Internet.

- 9.3 The user agrees to indemnify and hold the service provider harmless in respect of liability for any claim or action or other legal proceeding, howsoever arising, from unacceptable use or use in contravention of this AUP or of the service or the service provider's infrastructure by users, including special and consequential damages and damages for loss of profits and pure economic loss.

10 General

The Service Provider reserves the right to amend this AUP from time to time. While the service provider will take steps to notify users of amendments, users retain the sole responsibility for acquainting themselves with such amendments and will be regarded as having agreed thereto through continued use of the service.