



ACCEPTABLE USE POLICY

1. Definitions

1.1. In this policy, the following words shall (unless the context otherwise requires) have the following meanings: -

- 1.1.1. "Building" means the specific building where the service to which this policy relates, is provided;
- 1.1.2. "CPA" means City Property Administration (Pty) Ltd (Reg No: 1968/010808/07) the duly authorised representative of the Landlord;
- 1.1.3. "Device" means any internal or external hardware peripheral that sends, receives or process data
- 1.1.4. "Internet" means a global computer network providing a variety of information and communication facilities;
- 1.1.5. "Lease Agreement" means the agreement concluded between a user and the Landlord as relating to the Building;
- 1.1.6. "Landlord" means the registered owner of the relevant building where the service is provided and where applicable shall extend to include CPA, their respective employees, representatives, service providers/suppliers and invitees;
- 1.1.7. "Network" means a collection of computer systems and devices that are linked together using a local area network ("LAN"), wide area network ("WAN"), content addressable network ("CAN"), home area network ("HAN");
- 1.1.8. "Parties" means the Landlord and the user;
- 1.1.9. "Premises" as identified on the Lease Agreement;
- 1.1.10. "Provider" means the company that we contract with to provide the service;
- 1.1.11. "Service" means a physical location with an accessible wireless network which provides free Internet access via a wireless local area network ("WLAN") more clearly set out under clause 4 below.
- 1.1.12. "Shaping" means the implementation of protocol based priority, to manage demand on the network. When shaping is implemented, real-time, interactive services are given higher priority over non-real-time, non-interactive services, effectively slowing the performance of non-prioritised services in favour of those given priority. Shaping is applied to all users in general (not based on usage thresholds), and the impact to non-priority services is determined by the level of demand and available network capacity;
- 1.1.13. "Throttling" means the limitation of the throughput of all services and protocols. Regardless of package line speed, a throttled account will only be able to achieve limited throughput in total whilst using that account. Throttling is applied on an individual user basis, based on usage over a 30 (thirty) day rolling window threshold.
- 1.1.14. "We, Our" bears the same meaning as Landlord under clause 1.1.6 above;
- 1.1.15. "Your, You, User" the tenant, occupier and/or visitor, of the Building.

2. Purpose

2.1. This Policy is designed to inform all users of the terms setting out acceptable use of the service and to ensure that users do not use the relevant network for illegal purposes/gain or negatively impact other users because of extremely heavy usage.

2.2. This policy applies to all users and may be amended by CPA from time to time in its sole discretion.

3. Acknowledgement

3.1. By making use of the service, you agree, without limitation or qualification to be bound by the terms as set out in this policy and will be considered a binding agreement between the parties and you agree:

- 3.1.1. to be bound by the undertakings, terms and conditions set out in this policy and any other applicable legislation and/or policies in connection with the services;
- 3.1.2. to indemnify us against any action brought against you as a result of your failure to comply with this policy or related legislation and/or the interception/monitoring by us of your activity on the network (including anything related thereto) during your use of the service;
- 3.1.3. that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction or viruses and other programs that can corrupt or damage your device, therefore you undertake to:

- 3.1.3.1. protect your username and password (collectively referred to as “credentials”) that is required to access the service and you acknowledge that you shall be held fully (without exception) liable for activities performed using your credentials with or without your knowledge and/or consent;
- 3.1.3.2. ensure that you take all reasonable steps/actions to protect you device, data and information from being affected by viruses and other programs that may expose your information and/or corrupt and/or damages your device;
- 3.1.4. that we shall from time to time perform planned or unplanned maintenance on the network or related infrastructure, in which case the service will be unavailable;
- 3.1.5. that network capacity and performance is subject to contention for services from users and available infrastructure. This means that a significant rise in demand can affect the availability of bandwidth to users. Contention is a function of demand from users and is not strictly within our direct control, however we will use the provisions of this policy to manage contention;
- 3.1.6. that we are NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.
- 3.1.7. that while there is no obligation on us to monitor the network, we may do so to ensure that it is operating optimally and to secure it as far as is reasonably possible (via the blocking of certain sites and/or the detection/removal of traffic infected with viruses or other threats)
- 3.1.8. **that should you at any time not agree to any of these Terms, or find them unacceptable, you must immediately cease all use of this service.**

4. **Service**

- 4.1. Free Internet access is made available via a WLAN to registered users;
- 4.2. The service is provided on an ‘as is/as available’ basis without any warranties of any nature.
- 4.3. There are no usage thresholds so you can use as much data as you like, whenever you like.
- 4.4. Throttling, as described in clause 1.1.13 above, will be applied once an individual user reaches a specified limit as determined by us at our sole discretion.
- 4.5. Shaping will be applied as described in clause 1.1.12 above.

5. **Usage**

- 5.1. The service is intended for home and personal use. Sharing and/or the reselling of the service or the use of home services for any other purpose is prohibited.
- 5.2. Use of the network is subject to the general restrictions outlined below.

5.2.1. **Prohibited/Illegal Usage**

The following list merely serve as an example and are not exhaustive:

- 5.2.1.1. Unlawful, fraudulent, criminal or otherwise illegal activities;
- 5.2.1.2. Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services;
- 5.2.1.3. Spamming and invasion of privacy - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy including Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
- 5.2.1.4. Intellectual property right violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party;
- 5.2.1.5. Illegal and/or authorised access to computers, accounts, equipment or networks belonging to another party, or preparing to and/or attempting to penetrate/circumvent security measures of another system;
- 5.2.1.6. Anything that may disrupt or interfere with our network or services or cause a host or the network to crash;
- 5.2.1.7. Causing an annoyance, inconvenience or needless anxiety to any person and/or an utterance of a threat, abusive/defamatory language of whatsoever nature;
- 5.2.1.8. The transfer of technology, software, or other materials in contravention of relevant laws and/or regulations;
- 5.2.1.9. Distribution of ANY obscene or indecent speech or pornographic content and/or materials;
- 5.2.1.10. Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters;
- 5.2.1.11. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software,

deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material, intercepting or examining the content of messages, files or communications in transit on a data network

- 5.2.1.12. Launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network;
 - 5.2.1.13. Granting access to or sharing the service to/with others not residing at the premises at which these Internet services are provided;
 - 5.2.1.14. Circumventing the user authentication or security process of a host or network;
 - 5.2.1.15. Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message;
 - 5.2.1.16. Providing of Wireless Internet Service Provision ("WISP"), hosting Shell Accounts, providing email, news, download, virtual private network ("VPN") or sandbox services, running of home servers or private servers, provision of network services to others, running private servers for mail, hypertext transfer protocol ("HTTP"), file transfer protocol ("FTP"), internet relay chat ("IRC") and multi-user forums;
 - 5.2.1.17. Facilitating a Violation of these Terms of Use.
- 5.2.2. Fair Usage**
- 5.2.2.1. The concept of Fair Usage is to ensure that the service received by users is not negatively impacted because of extremely heavy usage by other users.
 - 5.2.2.2. Users may not carry out actions which amount to unfair usage and which include but is not limited to the following actions:
 - 5.2.2.2.1. High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e.torrents);
 - 5.2.2.2.2. Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments.

6. Reservation/Non Waiver of Rights

- 6.1. You acknowledge that the service is provided on an 'as is/as available' basis without any warranties of any nature and you have no right of recourse whatsoever.
- 6.2. Neither you nor any other person shall have any claim against us for any direct, consequential, incidental, indirect or special loss or damages including (without being limited to) interruption, loss of information, loss of data or other pecuniary loss, arising from the unavailability of, or interruption in the service, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if we were negligent, and you indemnify us accordingly
- 6.3. While there is no positive obligation on us to monitor the network, we may do so to ensure that it is operating optimally and to secure it as far as is reasonably possible (via the blocking of certain sites and/or the detection/removal of traffic infected with viruses or other threats)
- 6.4. We reserve the right, at our sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over the service network.

7. Breach

- 7.1. We do not waive our right to enforcement of this policy at any time, or prejudice its right to take subsequent action, should we, neglect or elect not to enforce a breach of the Policy at any time.
- 7.2. This policy applies to all users and will be enforced in the case(s) of intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.
- 7.3. We may in our sole discretion throttle, shape and/or restrict the speed or access to the internet service to very heavy and/or other users.
- 7.4. If abnormal, illegal, or unauthorized behaviour is detected, including heavy consumption of bandwidth, we reserve the right to permanently disconnect the offending device from the wireless network and suspend/revoke your access privileges.
- 7.5. We confirm that we may:
 - 7.5.1. assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP; and
 - 7.5.2. Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies and the Client (Landlord).
- 7.6. We reserve the right to take action against any individuals, companies or organisations that violate this Policy, related/relevant law, or engage in any illegal or unlawful activity while accessing the services, to the fullest extent of the law.