



Use Policies

Use Rules and Security Policy

1. INTRODUCTION

1.1 MWEB Business provides its Services to Customer subject to the provisions of the General Terms ("**General Terms**"), Product Terms ("**Product Terms**"), Use Policy relating to relating to privacy and confidentiality ("**Privacy Policy**"), MWEB's Code of Conduct and Service Charter ("**Code of Conduct**") and this Use Policy relating to use rules and security policies ("**Use Rules and Security Policies**"). This Use Rules and Security Policies are binding upon Customer by reason of Customer's acceptance of the General Terms and Product Terms.

2. GENERAL PRINCIPLES

2.1 The Services provided by MWEB Business are intended to allow Customer with access to a range of online information, content, materials and facilities.

2.2 MWEB Business views its Service environment as a virtual community in which Customer interacts with MWEB Business, other customers and the Internet community at large.

2.3 No community is without rules and, as such, MWEB Business has prescribed the following rules so as to ensure the continued existence of MWEB Business' virtual community in a context which respects the rights of all participants.

3. DEFINITIONS

3.1 "**Abusive Content**" means (including without limitation text and images) content which is defamatory, discriminatory, obscene, lewd, offensive, threatening, abusive, harassing, harmful, hateful or which contains child or violent pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's rights regardless of whether such Abusive Content is accessed, transmitted, propagated, distributed, created or stored in a public or private context;

3.2 "**Communication Facilities**" means, without limitation, MWEB Business' email, instant messaging, SMS, chat rooms, discussion boards and similar facilities or other facilities used for the purposes of communicating in real-time or otherwise with other persons whether they are MWEB Business Customers or not;

3.3 "**Destructive Code**" means any computer code which (i) is designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software, hardware or network (generally referred to as "viruses", "trojan-horses" or "worms"); (ii) would disable any software, hardware or network or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (generally referred to as "time bombs", "time locks", or "drop dead" code); (iii) would permit any person to access any software, hardware or network of any other person without consent (generally referred to as "trap", "access code", "back door" or "trap door" codes), and (iv) any other similar harmful, malicious or hidden procedures, routines or mechanisms which would

cause such software, hardware or networks of any person to cease functioning or to damage or corrupt data, storage media, programmes, equipment or communications, or otherwise interfere with operations.

- 3.4 **"Fraud"** means without limitation to its common law meaning includes, solicitation or inducement of any person to participate in any commercial or non-commercial activities which are in the nature of a financial scam, "pyramid schemes" or "chain letters";
- 3.5 **"Intellectual Property Rights"** means any and all rights, title and interest in (whether registered or not) any intellectual property, including, past and future copyright, related rights, patents, utility models, trade marks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such Intellectual Property Rights;
- 3.6 **"Misrepresentation"** means, without limitation to its common law meaning, the following actions:
 - 3.6.1 actions designed to deceive, mislead, defraud or otherwise make misrepresentations to any person regarding any fact or circumstance;
 - 3.6.2 impersonate or attempting to impersonate or otherwise misrepresent Customer's identity to any person for whatever purpose;
 - 3.6.3 altering the content of communications received by Customer and thereafter forwarding same to others without indicating the nature of the alterations; and
 - 3.6.4 forging or otherwise manipulating origination details and data on any electronic data message generated by MWEB Business' Communication Facilities with a view to disguising or deleting the origin of anything posted or transmitted using MWEB Business' Communication Facilities including, without limitation, spoofing, the use of "Socks Proxies", "EZBounce", "Vhosts", "BNC's" and/or any other software or hardware methods used to disguise or misrepresent Customer's own IP address.
- 3.7 **"Spamming"** means without limitation, the posting or cross-posting of unsolicited communications and/or the sending of unsolicited bulk email of any kind using MWEB Business' Communication Facilities.
- 3.8 **"System Abuse"** means any conduct which does or may have the effect of damaging, impairing, overburdening or disabling any system of any person (including MWEB Business' system) using MWEB Business Services or which does or may have the effect of interfering with any other person's use of the Internet or of MWEB Business' Services or compromising or tampering with the security of MWEB Business or any other person's software, hardware, systems, networks or Services including, without limitation, Spamming and mass messaging, the use of software and technologies known as "floodbots", "clonebots", nuking.

4. GENERAL RULES PERTAINING TO THE USE OF THE SERVICES

- 4.1 In using MWEB Business' Services, Customer undertakes to refrain from performing or attempting to perform any of the following actions or facilitating the performance or attempted performance of such actions by other persons:
 - 4.1.1 any action which violates any of MWEB Business' General Terms and/or the Product Terms;
 - 4.1.2 Spamming in relation to MWEB Business' Communication Facilities;
 - 4.1.3 Misrepresentation;

- 4.1.4 Posting or transmitting any Abusive Content by means of MWEB Business' Communication Facilities or replicating or storing on MWEB Business' servers any Abusive Content;
- 4.1.5 Acting in a manner inconsistent with generally accepted Internet etiquette including, without limitation, the excessive use of capitalised text, the excessive use of inflammatory or antagonistic criticism ("flaming"), or wastefully and unnecessarily including previous communications in any postings ,
- 4.1.6 Fraud;
- 4.1.7 Violation or infringement any Intellectual Property Rights;
- 4.1.8 System Abuse;
- 4.1.9 The propagation, distribution or transmission of Destructive Code regardless of whether damage is actually caused thereby;
- 4.1.10 Cancelling any communications of any person other than Customer's own or repeatedly posting gratuitous off the topic communications;
- 4.1.11 Perusal and acting upon any communication received which was not intended to be received by Customer and failing to delete such communication;
- 4.1.12 Gathering personal or commercial information including, without limitation, e-mail addresses and/or names from any Internet facilities, whether managed by MWEB Business or by any other party, for commercial, political, charity or any other purpose without consent of the owners of such information or in violation of the privacy of any person;
- 4.1.13 Reproducing, duplicating, copying, selling or reselling any of MWEB Business' Services or any portion of MWEB Business' Services (including without limitation websites and webpages), or the information or data contained within MWEB Business' Services. This prohibition extends to any aspect of MWEB Business' Services that constitutes the provision of an electronic communications service in terms of the applicable legislation;
- 4.1.14 repeatedly or in a rapid manner transmitting material or content in such a manner as to have the effect of harassing a recipient;
- 4.1.15 Transmission of any materials or content of which Customer is not the owner of or does not have a right of publication or distribution whether under law or under contract. Such materials or content include, without limitation, proprietary and confidential information or materials or content subject to third party Intellectual Property Rights;
- 4.1.16 Accessing, without authorisation, any of MWEB Business' Services or any similar services of any other person or any network through hacking, password mining or any other means; and
- 4.1.17 Any illegal or unlawful activities including, without limitation, promotion and facilitation of access to, use of or sale of dangerous substances and/or devices.

5. RULES SPECIFIC TO MAILBOX USE

In order to keep MWEB Business' electronic data messaging ("Email") servers efficient, MWEB Business will apply the following restrictions to mailboxes provided by MWEB Business to Customer, which Customer agrees to and will be bound to:

- 5.1 MWEB Business will delete Email that has not been retrieved (downloaded) and associated with:
 - 5.1.1 Domain e-Mail Address Services that is older than 90 (ninety) days from the mailbox and MWEB Business systems; and
 - 5.1.2 any other Service that is older than 40 (forty) days from the mailbox and MWEB Business systems.
- 5.2 No new Email will be delivered to Customer's mailbox, once the Customer's mailbox has reached the maximum size, as selected by Customer in the Application Form or if there is not sufficient space to receive such Email;
- 5.3 Subject to any other technical limitations individual Email, sent or received by Customer, will be limited to:
 - 5.3.1 22 (twenty five) Megabytes per Email on Domain e-Mail Services; and
 - 5.3.2 10 (ten) Megabytes per Email on other Services.
- 5.4 Recipients or mailing list communications of Customer will be restricted to
 - 5.4.1 25 (twenty five) addresses/recipients per Email on ADSL Services; and
 - 5.4.2 25 (twenty five) addresses/recipients per Email on other Services, provided that ADSL is not used in conjunction with such Services.
- 5.5 Except if specifically provided for MWEB Business does not keep any copy of any retrieved (downloaded) Email.
- 5.6 MWEB Business reserve the right to reclaim Customer's Email address during the duration of the Customer's relationship with MWEB Business should MWEB Business deem this necessary for any reason whatsoever.
- 5.7 MWEB Business shall be entitled to take all necessary steps to implement the provisions of clause 6 below including, without limitation, monitoring for and blocking Spamming. This right extends to MWEB Business withholding the delivery of any Email that MWEB Business suspects of being or containing Spamming or Destructive Code.
- 5.8 Subject to the provisions of the General Terms and/or Product Terms, upon termination of the relationship between Customer and MWEB Business, Customer will lose the right of access to the Customer Identifiers as defined in the General Terms. 90 (ninety) Days following the termination of Customer's relationship with MWEB Business, MWEB Business may allocate any Customer Identifiers formerly allocated to Customer to another of MWEB Business' customer. Customer is cautioned to inform all of Customer's correspondents of the termination of Customer's use of Customer previous Customer Identifiers.
- 5.9 Upon suspension of any mailbox by MWEB Business for any reason whatsoever no Email will be delivered to such mailbox and MWEB Business shall not store such e-mail in any way whatsoever.
- 5.10 Upon termination of any mailbox for any reason whatsoever MWEB reserves the right to delete any Email contained in such mailbox without notice.

5.11 MWEB Business will not be liable in respect of any loss or damage of whatever nature (as defined in the General Terms) incurred by Customer or any third party as a result of MWEB Business' enforcement of the rules in terms of this clause 5.

6. RULES SPECIFIC TO SECURITY

6.1 In order to ensure security and reliable operation of the: (i) MWEB Business' network infrastructure and e-commerce network infrastructure, (ii) MWEB Business' business, (iii) systems and software applications; and (iv) any of the Services, MWEB Business reserves the right to take whatever action MWEB Business deems necessary to preserve the security and reliable operation of its network infrastructure, e-commerce network infrastructure, MWEB Business' business, systems and software applications and any of the Services.

6.2 Customer shall not utilise MWEB Business' network infrastructure, e-commerce infrastructure, systems and software application and/or any of Service, to compromise the security of the MWEB Business network infrastructure, e-commerce infrastructure, systems and software applications and/or Services in any manner whatsoever.

7. THIRD PARTY USE RULES

When Customer is using a third party service which is accessed by means of MWEB Business' Services, Customer is required to comply with all rules of use (if any specified) of that third party service in addition to this Use Policy. To the extent that there is a conflict between the third party's rules of use and this Use Policy, Customer is expected to conduct Customer himself/herself/ itself in a manner which is least prejudicial to MWEB Business' interests.

8. TECHNOLOGICAL SPECIFICITY

To the extent that MWEB Business has not provided a rule of use specifically or generally in respect of a particular Service or technology that forms part of MWEB Business' Services, this Use Policy shall apply mutatis mutandis to such Service or technology that forms part of MWEB Business' Services.

9. ENFORCEMENT OF THESE RULES

Should Customer violate any of the rules herein set forth, the fact of which is subject to MWEB Business' sole determination, then MWEB Business shall be entitled, without prejudice to any other rights which MWEB Business may have in terms of the General Terms or under any applicable law, to:-

9.1 issue with a warning, should MWEB Business so elect, Please note that MWEB Business' failure to issue Customer with a warning will not preclude MWEB Business from exercising any of the remainder of MWEB Business' rights under this clause 9;

9.2 without notice, suspend Customer access to the Services forthwith;

9.3 forthwith request Customer to remove such content;

9.4 forthwith require Customer to amend or modify such content;

9.5 without notice, delete the offending content from the Services;

9.6 terminate MWEB Business' relationship with Customer in accordance with the General Terms.