



ACCEPTABLE USE POLICY

Syscom provides its Internet and related services to Customers on the following terms and conditions.

This policy may be updated from time to time by Syscom who will publish any changes to this policy on the Syscom website. The most recent version of this policy, which includes all amendments to date, is available on request or can be viewed on the Syscom website at www.Syscom.co.za/policy.

As a Customer of Syscom you are required to familiarise yourself with this policy and to comply with its terms and conditions at all times when using any Syscom service. Any doubt over the interpretation of this policy or the acceptability of any content or any practice must be referred beforehand to Syscom for a ruling.

CUSTOMER'S OBLIGATIONS

As a Customer of Syscom you undertake:

- to use Syscom's Services and infrastructure only for lawful purposes;
- not to engage in any prohibited activity when using the service;
- to submit Customer registration details honestly and accurately;
- to be responsible for all activities occurring under your logon id, to protect the confidentiality of your own logon id and password and to notify Syscom immediately of any breach in this confidentiality.

PROHIBITED ACTIVITIES

The following activities are prohibited by Syscom:

1. ILLEGAL ACTIVITIES

- The violation of any National or International Law or Regulation.
- The transmission, distribution or storage of any material protected by copyright, trade mark, trade secret.
- The violation of the intellectual property rights of others.
- The violation of the privacy of any person.

2. TECHNICAL ABUSE

- Posting or transmitting any file which contains any virus or any other destructive feature/s, regardless of whether or not damage is intended by the Customer.
- Anything which in Syscom's opinion may have an adverse technical effect on the integrity or functionality of the Syscom Network or the provision by Syscom of services to any Customer.
- Interference with the use of the Internet by any other Syscom Customer or other user.

3. SECURITY BREACH

- Any attempt to gain unauthorised access to, to breach the security or to circumvent the authentication measures of any host, network or account.
- Any unauthorised access to data, systems or networks, or the unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of such system or network.
- Any attempt to probe, scan or test the vulnerability of any system or network, without the express authorisation of the owner of such system or network.

4. MAIL ABUSE

- Sending unsolicited bulk email messages, including, without limitation, Make-Money-Fast schemes, chain letters, commercial advertising and informational announcements.
- Gathering e-mail addresses and/or names for commercial, political, charity or like purposes.
- Cancelling Usenet post other than the Customer's own.

5. OFFENSIVE MATERIAL

- The posting or transmission of any message, data, image or programme which is defamatory, offensive, threatening, abusive, harassing, harmful or hateful.
- The hosting or transmitting of pornographic material.
- Any act or omission which is generally unacceptable or offensive to Internet users in general, to the public at large or as may be determined by Syscom from time to time in its sole and absolute discretion.

6. ABUSE OF ACCESS

- The simultaneous login under the same login ID by more than one person at the same time.
- Giving or making available to any other party, any password, key or code provided by Syscom.
- The resale or making available to a third party, all or any part of the services provided by Syscom, without Syscom's prior written consent.

7. BREACH OF SYSCOM STANDARDS

- Contravention of any policy, guideline or terms and conditions which may be updated and/or published and/or accessible from the Syscom Website from time to time.
- Any activity which in Syscom's opinion has the effect of, or is likely to have the effect of, damaging the name or reputation of Syscom.

BREACH

Syscom is entitled to take action to remedy any breach of the terms and conditions of this policy, which action can include, but is not limited to:

- termination of the Service Agreement with the Customer, as provided for in the Agreement;
- suspension of all access to the Customer's network;
- enforcement of Syscom's take-down procedure for illegal and unacceptable material.

INDEMNITY

The Customer indemnifies Syscom against all claims, liabilities and expenses arising from the use of the Syscom Services and infrastructure, including but not limited to any breach by the Customer of the terms and conditions this policy or the Service Agreement, or of any law or regulation, or resulting from any information, data or material accessed, produced or transmitted by the Customer.

The Customer accepts that mail messages are scanned by Syscom to identify and block any potential viruses and unsolicited bulk mail. The Customer acknowledges that a valid message could be incorrectly identified and blocked and indemnifies Syscom against all liability arising from any loss of data resulting from this scanning.