

ACCEPTABLE USE AND FAIR USAGE POLICY

Important Note

This Acceptable Use and Fair Usage Policy (“AUFUP”) of Product Merchandiser Pty Ltd (“EGate”), is subjected to change without notice. Please enquire from time to time to stay abreast of the content thereof. This document has been created by Product Merchandiser Pty Ltd. The contents or any part thereof may not be used or copied in any way without prior written permission.

Introduction

This document contains general issues related to the EGate internet service provision, as set out in this AUFUP. Your EGate internet connection provides you access to a vast collection of networks around the world via the World Wide Web, electronic mail, File Transfer Protocol (FTP), etc. Your use of these services is subject to this AUFUP. It is our intention to allow our customers access to everything the internet has to offer, with minimal or no interference. Our belief in free speech is an commitment to our customers. However, certain activities are considered inappropriate by the internet community at large and cannot be permitted under the guise of free speech. Save as may be set out herein, we do not monitor the activity of accounts, except for measurements of system utilization and billing records. However, in our efforts to promote good citizenship within the internet community and should we become aware of the inappropriate use of our service, we shall respond appropriately.

Should an EGate account be used in a manner which violates this AUFUP, we reserve the right to terminate the service. Our preferred course of action is to advise you of the inappropriate behavior and the corrective action that is required. However, certain circumstances may warrant immediate termination of the service without notice (as set out hereunder). As a member of our network community, we encourage you to use your internet access responsibly. Should you have any questions regarding this policy, feel free to contact us on 053 723 2064 for more information. Reports of activity that violates this policy may be sent via e-mail to support@egate.co.za.

Service Availability

EGate will endeavor to keep the service available at all times. However, you agree that EGate shall not be liable to you or any other person / instance in respect of any loss or damages caused by, or arising from, the unavailability of, or any interruption in the service for any reason whatsoever. Neither you nor any other person / instance shall have any claim against EGate for any direct, consequential, incidental, indirect or special loss or damages, including (without being limited to), business interruption, loss of business 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. Should the possibility of such loss or damages have been foreseen, or if EGate, its directors, its employees were negligent, you hereby indemnify EGate accordingly.

Conditions of Access

EGate grants you, with effect from the date of service, access to the service on the terms and conditions set out herein. You hereby acknowledge receipt of such access and agree that you will not attempt to circumvent EGate’s user authentication

processes or to engage in attempts to access the EGate network where you are not expressly authorized to do so. Should you fail to comply with this provision, you agree to pay to EGate immediately, on demand, all costs, losses and/or damages incurred or sue red by EGate as a result of your breach.

Protecting Your Account

It is your responsibility to keep your password and access details secure and not to share your password and account access with anyone. Attempting to obtain another user's information is strictly prohibited, and may result in termination of service.

Account and Network Security

It is also your responsibility to implement security measures, including but not limited to the following:

- changing your internet account password regularly changing your
- router default password regularly installing licensed internet
- security software,

which includes, but are not limited to, protection against internet threats such as viruses, malicious software, spyware, hacking attempts etcetera, and to monitor your internet account for irregularities.

You may not:

- attempt to circumvent the user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing and making use of a server or account that you are not expressly authorized to access, or probing the security of other networks; use or distribute tools designed for compromising security. Examples of these
- tools include, but are not limited to, password guessing programs, cracking tools or network probing tools; or attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to
- "Spoofing" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Electronic Mail

Your internet account with EGate includes the ability to send and receive electronic mail. Misuse of e-mail may result in termination of service. The following examples are non-exclusive and provided as guidance to customers:

- use of an e-mail account to send an unsolicited bulk or commercial message is prohibited on your EGate account. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such material may only be sent to those who have explicitly requested it; sending mass unsolicited mail or deliberately sending very large messages or les to one or more recipients ("mail bombing") is prohibited; forging or removing e-mail headers is prohibited; use of e-mail to harass and/or intimidate other users is prohibited. Harassment, whether through language, frequency of messages, or size of
- messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient requests you to stop sending him/her emails, you must refrain from sending same any further.
- EGate email accounts may not be used to collect replies to messages sent from another ISP, in the event that those messages violate this AUFUP or the AUFUP of the other ISP. EGate hereby reserves the right to delete messages or les which have remained on its servers for excessive periods of time as determined by EGate.

Protection of Network Performance

EGate shall have the sole discretion in determining whether any customer's use of the EGate internet service interferes with another customer's use and enjoyment of any service provided by EGate to its customers over the same network. The following examples are non-exclusive and are provided as a guidance to customers:

- the sending of excessive volumes of e-mail or excessively large files which, in EGate's sole opinion, negatively affects the performance of the network or any server on the network, that may result in deletion of the offending message and may result in the termination of services;
- EGate internet accounts operate on shared resources, unless subscribed for otherwise. You are prohibited from excessive consumption of resources, including central processing unit time, memory, disk space and session time. You may not use resource-intensive programs which could negatively impact other customers or the performance of EGate systems or networks. EGate reserves the right to terminate or limit such activities and you may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, repetitive pinging the host.

Illegal Activities

Any activity on EGate's network that is in violation of any law, regulation or this policy, as may be in force from time to time, may result in immediate termination of service without notice to you. It is also your responsibility to ensure that you are aware of, stay aware of, and at all times comply with, all statutory or other regulatory provisions and rules applicable to the provision and use of the EGate service as amended from time to time, including but not limited to, the provisions of the Electronic Communications and Transactions Act 25 of 2002, the Films and Publications Act 65 of 1996 and the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002.

Prohibited activities include, but are not limited to:

- transmitting obscene materials, including child pornography or any material regarded as illegal; intentionally spreading or
- threatening to spread computer viruses; gaining or attempting to gain unauthorized access to private networks including
- EGate's private network infrastructure; accessing or attempting to access information not intended for the customer
- Engaging in the transmission of pirated software; conducting or participating in illegal gambling, soliciting for illegal
- pyramid and other schemes through electronic mail; re-selling OR selling of capacity on any communication facility
- including EGate services and Fibre line any other activity declared to be illegal in terms of any applicable law.

Internet Uncapped Fair Usage Policy

EGate internet uncapped accounts are designed for either home or business use, and customers need to select the appropriate package designed for their access, port speed and type of usage application. EGate uncapped products are not capped in the ordinary course. However, EGate reserves the right to apply restrictions on an uncapped account if a customer's behavior is determined to be affecting the user experience of other customers on the EGate network. Such restrictions may include but are not limited to throttling a customer's throughput speeds to an appropriate proportion of the actual port speed and / or shaping a customer's bandwidth to limit the use of bandwidth intensive protocols and applications.

Examples of customer behavior which may compromise the EGate network performance include, for example, causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as peer-to-peer. In the event of such behavior, EGate reserves the right to terminate the account of that customer.

In order to make a customer aware that his or her behavior is compromising the network performance, EGate will provide to the customer such information as is practically available regarding the customer's usage status by way of usage reports. From these reports, a customer will be able to track when his or her usage is dangerously high. Once usage is indicated as being dangerously high, EGate reserves the right to suspend the relevant customer's usage within 24 (twenty-four) hours of usage having reached such levels. Customers who are restricted in the aforementioned manner will be returned to full service pro le at the beginning of the following month. These controls will be implemented by EGate in addition to those set out elsewhere in this AUFUP regarding unlawful behavior.

Breach of the Acceptable Use Policy

In general, if you use your EGate internet account in a manner that:

- violates rules, regulations and policies applicable to any network, server, computer database, website or Internet Service Provider ("ISP") that you access through your internet account; violates any law, regulation, treaty or is defamatory,
 - fraudulent, indecent, offensive, deceptive and/or threatens, harasses, abuses or intimidates EGate or others; damages
 - the name or reputation of EGate, its holding company, affiliates and/or subsidiaries; interferes with other customers' use and enjoyment of the services provided by EGate; breaches the security on any computer network; attempts or access an
 - account which does not belong to you; it will be regarded as a breach of this AUFUP.
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- In the event of any breach of this AUFUP, EGate will, where circumstances allow, provide notice of the breach to the
- relevant user with a request to remedy same immediately, failing which the relevant customer's account may be terminated. However, when circumstances warrant it, EGate, may terminate a customer's account without notice. In addition, users who violate systems or network security may incur criminal or civil liability. EGate will co-operate fully with investigations of violations of systems or network security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations.

Indemnity

By making use of EGate's services you hereby, unconditionally and irrevocably, indemnify EGate, and agree to hold EGate free from all losses, damages, claims and/or costs of whatsoever nature suffered or incurred by you or instituted against you as a direct or indirect result of:

- your use of the service; your failure to comply with any provision of this AUFUP or any other terms, conditions or
- requirements which EGate may impose from time to time and;
- any unavailability of, or interruption of the EGate internet service

Cession and Delegation

You may not cede any of your rights or delegate any of your obligations under this AUFUP without EGate's express written consent.

EGate shall be entitled, in its sole discretion, to cede or transfer or delegate to any third party all or any of its rights or obligations.

General

EGate's failure to enforce this policy, for whatever reason, shall not be construed as a waiver of EGate's right to do so at any time.