

## ACCEPTABLE USE POLICY

Konsortium Solutions (Pty) Ltd, is hereafter referred to as Konsortium Solutions.

By using our services, you agree to comply with our Policies and Procedures, including this Acceptable Use Policy (AUP).

### General and Acceptable Use

You are expected to use the Internet and other networks and services access through the services with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. We expect you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use.

### Unacceptable Use

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted material, violation of export restrictions, harassment, fraud, trafficking in obscene material, child sexual abuse imagery, drug dealing, and other illegal activities. Konsortium Solutions' services and servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. 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 a legal threat, or violates export control laws. Examples of unacceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Illegal Mp3's" etc. The use of shared or dedicated hosting services for hosting torrent boxes and/or running proxies is strictly prohibited. Servers continuously running a risk of supporting these types of services will be disabled and cancelled from our network. Posting of defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights. Any unacceptable use of the services constitutes a material breach of the Terms and Conditions of Use and Konsortium Solutions fully and strictly reserves its rights in this regard.

## Interpretation

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. Konsortium Solutions reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

## System and Network Security

Violations of system or network security are prohibited and may result in criminal and civil liability. Examples include, but are not limited to the following:

- unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic;
- interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting; and employing posts or programs which consume excessive CPU time or storage space, permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; or resale of access to CGI scripts installed on our servers.

## Spamming/Bulk Messages

Sending unsolicited mail messages or bulk messaging, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site or distributing, advertising or promoting products or software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam. It is contrary to Konsortium Solutions' policy for customers to use our servers to effect or participate in any of the following activities:

- To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
- To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;
- To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Konsortium Solutions provided server, or using a Konsortium Solutions provided server as a maildrop for responses;

- To falsify user information provided to Konsortium Solutions Hosting and Web Solution or to other users of the service in connection with use of a Konsortium Solutions service.

### **Determination of a breach of this Policy**

Konsortium Solutions will be the sole arbiters and have a sole and unfettered discretion in determining what constitutes a violation of this Policy.

### **Consequences of breach of this Policy**

When Konsortium Solutions becomes aware of an alleged violation of its AUP (Acceptable Use Policy), Konsortium Solutions will initiate an investigation (within 24-48 hours). During the investigation Konsortium Solutions may restrict Customer's access in order to prevent further possible unauthorized activity. If the Customer is found in violation of our SPAM policy, Konsortium Solutions may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Also, Konsortium Solutions reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. If such violation is a criminal offence, Konsortium Solutions will notify the appropriate law enforcement department of such violation.

Konsortium Solutions does not issue service credits for any outages incurred through service disablement resulting from Policy violations. The Customer shall be held liable for any and all costs incurred by Konsortium Solutions as a result of the Customer's violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. First violations will result in a Cleanup Fee of R1500 and the customer's account will be reviewed for possible immediate termination. A second violation will result in Cleanup Fee of R3500 and immediate termination of the customer's account. The Customer who violates this policy agrees to also pay Investigation Fees of no more than R1500 per hour that Konsortium Solutions personnel must spend to investigate any violations.

### **Modification**

Konsortium Solutions reserves the right to add, delete, or modify any provision of this Policy at any time without notice.



### **Reporting Network Abuse**

Any party seeking to report any violations Konsortium Solutions' policy may contact via e-mail: [hosting@konsortium.co.za](mailto:hosting@konsortium.co.za).

*This notice was last updated on: 12 July 2021*