

# Bits & Bytes Multimedia Acceptable Use Policy

The Acceptable Use Policy (AUP) is a description of the types of activities that are not allowed on Bits & Bytes' network. Bits & Bytes reserves the right to require changes or disable, as necessary, any website, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion. To meet the changing needs of our customers, our business, the Internet environment and the legal landscape, this AUP may be revised at any time and we encourage our customers to review this AUP regularly. If you feel you have discovered a violation of any area of our AUP please report it to: michell@bits-bytes.co.za.

## *1. Acceptable use of Services*

1.1 This Acceptable Use Policy ("AUP") describes how you must use and what you cannot do with the web hosting and development services we provide to you ("Services").

1.2 You will comply with all applicable laws and regulations when using the Services and will not allow any illegal or improper use of the Services.

## *2. Changes to AUP*

2.1 We may change this AUP from time to time by posting the updated version of this AUP to this URL. If you do not agree with the change you must stop using the Services. If you continue to use the Services following a change to this AUP you will be deemed to have accepted the change.

## *3. AUP applies to all Users*

3.1 This AUP applies to the use of the Services by all your users, your customers, third party service providers and other end-users ("Users"). You are responsible for the acts and omissions of all Users.

## *4. Usage Limits*

4.1 We reserve the right to impose limits on the bandwidth or the data storage capacity available to you. If we do so, you agree that you will comply with these limits. If you exceed these limits or use a disproportionate share of the available bandwidth, we may limit or "throttle" your bandwidth or capacity usage or impose traffic management procedures.

4.2 You may not circumvent any limits that we place on your use of the Services.

## *5. Email and Spam*

5.1 You may not use the Services to distribute email, instant messages, text messages or other communications in an unacceptable or illegal manner. For example, you may not:

- (a) create or send hoax emails or chain emails;
- (b) send unsolicited commercial email or bulk email ("spam" or "spamming");

- (c) harvest email addresses;
- (d) use open proxies or relays to allow spamming; or
- (e) impersonate someone else ("spoofing") or falsify message header information.

5.2 All commercial email promoting goods or services you send using the Services must comply with all applicable laws, rules, regulations, industry codes and similar guidelines.

5.3 As a Bits & Bytes customer, should you infringe this policy, you will be held liable for any costs incurred by Bits & Bytes, both monetary and in reputation. Bits & Bytes reserves the right to charge the customer of the account used to send any unsolicited email a clean-up fee or any charges incurred for blacklist removal. This cost of the clean-up fee is entirely at the discretion of Bits & Bytes.

## 6. *Security*

6.1 You may not use the Services or allow the Services to be used to:

- (a) gain unauthorized access to computer systems or engage in security attacks of any kind including:
  - (i) against trust (such as email spoofing, password cracking, IP spoofing and DNS poisoning);
  - (ii) against confidentiality and integrity (by using malware such as computer viruses, worms, trojan horses, rootkits, keyloggers, spyware or and other malicious programs and code); or
  - (iii) against availability (such as denial of service and email bombs)
- (b) corrupt, modify or intercept electronic communications intended for any other person or entity; or
- (c) interfere with or disrupt the operation of an MCP or the Services.

6.2 You may not avoid any limitations we place on your use of the Services.

## 7. *Abuse and Illegal Behaviour*

7.1 You may not use the Services to:

- (a) conduct or engage in any illegal business or activity;
- (b) infringe any third party intellectual property right (for example copyright, patents, trademark, trade secret or know-how);
- (c) collect, copy or process information in a way that breaches data protection laws or leads to a wrongful breach of privacy; or
- (d) create, distribute, process or view any: (i) defamatory; (ii) obscene, indecent or pornographic; (ii) racist, sexist or otherwise discriminatory; (iv) misleading, deceptive or fraudulent; or (v) otherwise objectionable, offensive or illegal material.

## 8. *Law Enforcement*

8.1 We reserve the right at any time and without notice to investigate any suspected breach of this AUP or misuse of our Services.

8.2 We may block access to Client Content or remove it from the Services if we have reasonable grounds to suspect that it breaches this AUP.

8.3 We may be required to cooperate with courts and judicial bodies, police and law enforcement authorities, regulators and other appropriate third parties to help with the investigation and prosecution of illegal conduct. This cooperation may include disclosing information and data about MCPs and the Services to them and providing them with information about your use of the Services and Client Content when we are legally required to do so.

## *9. Suspension or Termination*

9.1 If you breach this AUP or misuse the Services or allow others to do so, we may suspend or terminate your use of the Services.

9.2 If we decide that the breach can be remedied without suspending your access to the Services, we will request you to remedy the breach within the time period that we specify. If the breach is not remedied within that time period, we reserve the right to suspend your access to the Service.

9.3 If we suspend your access to the Service we may terminate your access to the Service if you do not correct the reason for suspension within seven days of the suspension.

## *10. Reporting Breaches*

You will immediately notify us if you become aware of any breach of this AUP and assist us to investigate or remedy the breach.