

## **Huge TNS Acceptable Use Policy (AUP) (Effective 1 March 2023).**

This is the Huge TNS Acceptable Use Policy, which forms part of the Huge TNS User Agreement Broadband ADSL, Broadband Fibre Terms and Conditions, and Huge TNS Web Hosting Terms and Conditions. By using any of Huge TNS' services, Customers agree to comply with this AUP and to remain responsible for its users, where applicable. Huge TNS reserves the right to change or modify the terms of the AUP at any time, by posting an updated version on its website. Customer's use of Huge TNS' services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

**(The definitions in respect of the terms used in this Policy are contained in the Broadband ADSL and Broadband Fibre Terms and Conditions). This Policy can change without notice.**

1. You must not access, nor permit any other party to access, the Services for any purpose or activity of an illegal, fraudulent or defamatory nature.
2. You must not use the Services to make available online any material that is illegal, including but not limited to material that is classified or would be classified as RC or X under the National Classification Code set out in Schedule 5 of the Classification (Publications, Films and Computer Games) Act 1995 (Cth), nor will you use the Services to provide unrestricted access to material online that is unsuitable for minors.
3. You acknowledge that any material that you make available online using the Services is your own responsibility and that we accept no liability for any such material.
4. You must not act through the Services to block or disrupt access to the Internet by other users, service providers, their computers, software or hardware. Such actions include, but are not limited to, attempting to gain unauthorised access to another computer system, unauthorised copying, modification or destruction of information held on another computer system, unauthorised copying or dissemination of material protected by copyright or propagating computer viruses, worms and other types of malicious programs.
5. You must not transmit threatening, obscene or offensive materials, or engage in any form of harassment when using the Services.
6. You agree to refrain from sending unsolicited bulk commercial email, including the use of other non-consenting mail relay systems.
7. You must not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from the Services) that infringes any copyright, patent, trade mark, design or other intellectual property right or, in our reasonable opinion, is likely to mislead or deceive any person accessing the relevant information or material.
8. You are responsible for: obtaining all necessary permissions, authorisations, licenses and consents in relation to the use of any third party materials used in the provision of the Services; and payment of all royalties and other fees associated with the use of such third party materials, and you must indemnify us in respect of any liability arising directly or indirectly from a failure by you to observe your obligations under this clause.
9. You must respect the privacy of others when accessing and using the Services.

10. You must, in accessing and using the Services, only use software that you are legally entitled to use and such use must not infringe any third party intellectual property rights.
11. You acknowledge that we do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Services and we shall not be held responsible in any way for any content or information accessed via the Services.
12. You acknowledge that we must comply with the Telecommunications Act 2005 and other laws and directives from state or law enforcement agencies that have jurisdiction over the use of Internet services.
13. We disclaim all or any liability for any material on the Internet that you find offensive, upsetting, defamatory, personally offensive and in any way unsuitable for minors.
14. You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access the Services, and you agree not to disclose to any other person, corporation, entity or organisation any access information, whether in use or not, nor any other confidential information relating to the Services.
15. You must notify us immediately if your username and password are lost, or you have reason to believe that someone other than you is using them. You will be liable for all fees resulting from use of the Services accessed through your access information, whether authorised by you or not.
16. This AUP can change without prior notice.

### **Huge TNS' ACCEPTABLE USAGE POLICY FOR ADSL and Broadband Fibre**

This notification serves to inform you of the Huge TNS Acceptable Usage Policy (AUP), in relation to fair usage of your uncapped ADSL and/or Broadband Fibre service. The Huge TNS AUP is designed to assist in protecting the Huge TNS' Network, the service, our Users and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve service and to improve service offerings. As stipulated in this policy Huge TNS reserves the rights to monitor usage and apply certain restrictions if need be.

### **Shaping**

Huge TNS' ADSL/Fibre offerings are based on the "best effort" premise, where no guarantees on throughput can be provided, a standard within the South African market. In an endeavour to improve the user experience on this "best effort" service, and to better manage business critical protocols, Huge TNS shapes traffic, in order to ensure these protocols receive priority on the Huge TNS network. These protocols include:

- HTTP (internet).
- HTTPS (secure internet).
- SMTP and POP 3 (mail).
- IMAP (mail applications).
- FTP (document uploads).
- TELNET SSH (remote secure access).

Traffic with the following protocols, which are not deemed mission critical for business use, will receive the lowest priority on the Huge TNS Network:

- P2P.
- BitTorrent.
- Gaming.

### **Fair Usage Pool of Bandwidth**

In the event that Huge TNS identifies abuse of the service a “fair user” standard will be applied. Abuse of the network will be based on the drawing of monthly usage reports by Huge TNS, taking into account the actual vs. projected usage, per customer. Projected usage will be calculated on the historical usage, per customer. Uncapped services will only be provisioned on the actual Telkom speed on the line eg. a 2048K service will be provided on a 2048K line only.

Current fair pool excessive usage per service: Consumer ADSL

- 2048K – 62GB
- 4096K – 75GB
- 10240K – 100GB
- Free Uncapped After Hours – 100GB

Current fair pool excessive usage per service: Business ADSL

- 2048K – 75GB
- 4096K – 100GB
- 10240K – 150GB

Current fair pool excessive usage per service: Broadband Fibre (Line speed when FUP limit is reached: 2Mbps)

- 10Mbps – 300GB
- 20Mbps – 500GB
- 25Mbps – 500GB
- 40Mbps – 750GB
- 50Mbps – 750GB
- 100Mbps – 1000GB

Should a customer be considered to be abusing protocols P2P, BitTorrent and Gaming etc., the aforementioned protocols will be moved into a fair usage pool, without prior notification and with immediate effect. This will result in the aforementioned protocols receiving the lowest priority across the Huge TNS’ network, as well as the fact that the customer will have to compete for bandwidth with other users, within this pool. Protocols considered to be business critical (i.e. HTTP, HTTPS, SMTP, POP3, IMAP, FTP and TELNET SSH) will continue to receive normal prioritization and the customer should not experience a degradation of these services, therefore users are not capped and are not rate limited. Customers demonstrating commitment to reasonable use can be rescheduled to normal network priorities on a month to month basis on the discretion of Huge TNS.

**Concurrent connections:**

- Uncapped ADSL Service – One session – Single DSL line
- Capped ADSL – One Session – Single DSL line
- Flexibill ADSL – four sessions – Multiple DSL Lines
- Fibre – One Session – Single Fibre line

**Resell or Re-use**

Under no circumstances may the services be resold, contended or used by any operator including authorized resellers for the purpose of commercial gain.

**SPAM EMAIL**

The SUBSCRIBER (or any party given access via SUBSCRIBER's contract with Huge TNS) will not use Huge TNS' facilities to send "mass E-mailing" to parties who have never had voluntary personal interaction with the SUBSCRIBER. A "mass E-mailing" shall be the ordering of an E-mail message (or group of related messages) to more than 25 people SIMULTANEOUSLY who themselves have not had personal interaction with one another. SUBSCRIBER shall further not perform such a mailing through any facility so that replies will come to an E-mail address served by Huge TNS, or refer to any web page, FTP site or other resource served directly by Huge TNS. In the event that SUBSCRIBER violates the above clauses, the SUBSCRIBER's internet service may be terminated immediately, without refund or further access to any associated services, such as received E-mail, files on Huge TNS' machines or servers. In addition the SUBSCRIBER shall be liable to Huge TNS for the full costs, plus 200% incurred by Huge TNS in dealing with the consequences of such a mass E-mailing, including but not limited to system loads, system failures, and staff time and overtime related to complaints and other problems. In addition, SUBSCRIBER shall be liable for a minimum of R 50 per address in the mailing.

The SUBSCRIBER warrants that he/she, nor any party he or she represents or will allow access to Huge TNS' facilities, is not at present nor has at any time in the past been subject to discipline from another Internet Service Provider or related company for violation of contractual terms regulating bulk E-mailing.

- Huge TNS reserves the right to establish policies, rules and limitations, from time to time, concerning the use of the IP Service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion.
- We reserve the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.
- Email messages are stored for a maximum of 3 months and thereafter removed from the server.
- Unless you are subscribed to a business package, you may not use any services for anything other than your own personal use.
- Unless you subscribe to a business packages and you are permitted in terms of such business package, you may not resell any services, receive any charge or benefit for the use of any services or provide Internet access or any other feature of the services to any third party or in any other way exploit the service for any

commercial purposes. For example, you cannot provide Internet access to others through a dial up, ADSL or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed. You may not run a server (including game servers) in connection with the services. You may not provide network services to others via the services. In addition, you are prohibited from running servers for mail, http, ftp, irc and multi-user interactive forums. You may not share your services.

- You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the any services, or create an unusually large burden on our network, including, without limitation, continuously uploading or downloading streaming video or audio; continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the services in an abusive manner in connection with any unlimited packages, options or promotions.
- We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our reasonable discretion.
- We will manage bandwidth usage to the best of our ability during peak periods, however, it remains a best effort service.
- We reserve the right to manage our network in order to optimize its efficiency for the benefit of all our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, protocol filtering and imposing restrictions on your use. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers, including limiting your data traffic by controlling your network and/or bandwidth usage.
- You may not use service for unattended automated operation, unless otherwise agreed. You may stay connected as long as you are actively using that connection. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.
- We do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any services.
- We are committed to provide you with uninterrupted services. However, we can not guarantee that service and the allocated capacity will always be available.
- We can terminate the service at any time if we decide to discontinue the service offering for any reason whatsoever, without any further liability to you.