

# Telkom Internet Acceptable Use Policy

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## 1 Introduction

This document sets out general issues related to the Telkom Internet service and contains the Telkom Internet Acceptable Use Policy (AUP).

Your Telkom Internet account provides you access to a vast collection of networks around the world via the World Wide Web, electronic mail, and File Transfer Protocol (FTP). Your use of these services is subject to the AUP.

It is our intention to allow Telkom customers access to everything the internet has to offer, with minimal or no interference. Our belief in free speech is a firm 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, if we become aware of inappropriate use of our service, we will respond appropriately.

If a Telkom Internet account is used in a manner which violates this AUP, we reserve the right to terminate the service without notice. Our preferred course of action is to advise you of the inappropriate behaviour and any corrective action that is necessary. However, certain circumstances may warrant immediate termination of the Telkom Internet service without notice.

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 at 10210.

Reports of activity in violation of this policy may be sent via e-mail to [abuse@telkomsa.net](mailto:abuse@telkomsa.net).

## **2 Protecting Your Account**

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

## **3 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, spy-ware, hacking attempts, etcetera; and
- monitoring 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 making use of a server or account 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 "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

## **4 Electronic Mail**

Your account with Telkom Internet 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 are provided for guidance to customers:

- use of an e-mail account to send an unsolicited bulk or commercial message is prohibited on your Telkom Internet 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 files to one or more recipients ("mail bombing") is prohibited;
- forging or removing e-mail headers is prohibited;
- use of e-mail to harass 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 asks to stop receiving e-mail from you, you must not send that person any further messages; and
- Telkom Internet accounts may not be used to collect replies to messages sent from another ISP, where those messages violate this AUP or the AUP of the other ISP. Telkom reserves the right to delete messages or files which have remained on its servers for excessive periods of time as determined by Telkom, in its sole discretion.

## **5 Protection of Network Performance**

Telkom reserves sole discretion to determine whether any customer's use of the Telkom Internet service interferes with other customers' use and enjoyment of any services provided by Telkom to customers over the same network.

The following examples are non-exclusive and are provided for guidance to customers:

- the sending of excessive numbers of e-mail or excessively large files which, in Telkom's sole opinion, negatively affects the performance of the network or any server on the network may result in deletion of the offending message or file, and may result in the termination of services;
- you may not provide network services from your account (for example, you may not use your account to operate as an FTP server);
- Telkom Internet accounts operate on shared resources. 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 negatively impact other customers or the performance of Telkom systems or networks. Telkom 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.

## **6 Personal Home Pages**

Your Telkom Internet account provides the option to purchase personal home page space. Telkom Internet will routinely monitor the size your personal web page and may, from time to time, monitor the contents of your personal web page.

You are solely responsible for any information contained on your personal home page. However, if complaints are received regarding language, content or graphics contained on a customer's personal home page, Telkom Internet may, at its sole discretion, remove the personal home page and / or terminate your personal home page service.

You may not use your personal home page to publish material which Telkom determines, at its sole discretion, to be unlawful, indecent or objectionable.

- For purposes of this AUP, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.
- "Unlawful content" is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to obscene material, defamatory, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (e.g. copyright or trademarks).
- "Indecent content" is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.
- "Objectionable content" is otherwise legal content with which Telkom concludes, in its sole discretion, it does not want to be associated with in order to protect its reputation and brand image, or to protect its employees, shareholders and affiliates.

Examples of prohibited personal home page content include:

- materials that depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value;
- materials that suggest or depict obscene, indecent, vulgar, lewd or erotic behaviour, and which lack serious literary, artistic, political or scientific value;
- materials that hold Telkom (including its affiliates, employees or shareholders) up to public scorn or ridicule, or which unreasonably criticize Telkom, its employees or its products; and
- materials which encourage the commission of a crime, or which tends to incite violence, or which tends to degrade any person or group based on sex, nationality, religion, colour, age, marital status, sexual orientation, disability or political affiliation.

## **7 Third Party Internet Relay Chat (IRC)**

Although Telkom may offer IRC software, you may not:

- use IRC scripts or programs that interfere with or deny service to other users on any other server or host; or
- engage in activities that harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizing and abuse of operator privileges), attempting to send private messages to those who do not wish to receive them, attempting to return to a channel after being banned from it, and other disruptive behaviours.

You may run clones (multiple simultaneous IRC connections) and robots only as permitted by the host IRC server.

## **8 Illegal Activities**

Any activity on Telkom's network that is a violation of any law, regulation or this policy, as such 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, stay aware of, and shall at all times comply with, all statutory or other regulatory provisions and rules applicable to the provision and use of the Telkom Internet 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 Telkom'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; or
- any other activities declared to be illegal in terms of any applicable law.

## **9 Telkom Internet Uncapped Fair Usage Policy**

Telkom 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 (for example, for business or home use).

Telkom Internet uncapped products are not capped in the ordinary course. However, Telkom reserves the right to apply restrictions on an uncapped account if a customer's behaviour is determined to be affecting the user experience of other customers on Telkom's 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 behaviour which may compromise Telkom's 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 behaviours, Telkom reserves the right to terminate the account of a customer whose usage is continuously affecting Telkom's network performance, as a customer of Telkom Internet uncapped products.

In order to assist a customer to be made aware of when his or her behaviour is compromising Telkom's network performance, Telkom has a Dynamic Fair Usage Policy that indicates usage severity levels. Customers will be allocated randomly to three different rolling window dates of 8<sup>th</sup>, 15<sup>th</sup> and 21<sup>st</sup>. These dates are applicable from one month to the same date of the following month and defines the monitoring window. Usage values and thresholds will be displayed with customer notification messages. In browser notification and notification messages can be deselected by customers on the usage portal. Should customers' contact information not be registered

correctly, such notification may not reach the customer and customers should ensure that contact information is always up to date.

The Fair Usage Policy (FUP) controls will be implemented by Telkom in addition to those set out elsewhere in this AUP regarding unlawful behaviour.

Different severity FUP levels and actions are defined for Uncapped usage volumes:

- FUP Level 1 for customers which are at 50% of predefined usage volume.
  - FUP Level 2 for customers which are at 75% of predefined usage volume.
  - FUP Level 3 for customers which are at 100% of predefined usage volume.
- Access to Telkom.co.za and Banking sites will not be throttled at any level.

The following actions are applicable on the various FUP levels:

- FUP Level 1 (50% of quota value)  
The customer will be throttled to approximately 50% of their product speed for the 2 hours of highest demand daily until rollover.
- FUP Level 2 (75% of quota value)  
The customer will be throttled to approximately 25% of their product speed for the 4 hours of highest demand daily until rollover.
- FUP Level 3 (100% of quota value).  
The customer will be throttled to an 8th of their product speed or 384 kbps (whichever is higher) until the following rollover date, except during NightSurfer (00h00 to 07h00)  
The new cycle date will be selected randomly once level 3 is reached and acknowledgement is accepted on the Telkom Internet portal. The applicable date period for roll-over will be displayed.

## **10 Breach of the Acceptable Use Policy**

In general, if you use your Telkom Internet account in a manner which:

- 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 tariff,
- is defamatory, fraudulent, indecent, offensive, deceptive; or threatens, harasses, abuses or intimidates others;
- damages the name or reputation of Telkom, its holding company, affiliates and subsidiaries;
- interferes with other customers' use and enjoyment of the services provided by Telkom; or
- breaches the security on any computer network; or
- to access an account which does not belong to you;

it will be regarded as a breach of this AUP.

In the event of breaches of this AUP, Telkom 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, where the circumstances warrant it, Telkom may terminate a customer's account without notice.

In addition to the above, users who violate systems or network security may incur criminal or civil liability. Telkom 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.

## **11 General**

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

Telkom reserves the right to amend this AUP from time to time.