



LIQUID TELECOMMUNICATIONS SOUTH AFRICA (PTY) LTD
TRADING AS LIQUID INTELLIGENT TECHNOLOGIES
("Liquid")

ACCEPTABLE USE POLICY:

1. DEFINITIONS

1.1. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement:

- 1.1.1. **"AUP"** means this Acceptable Use Policy relating to the Liquid's services and network ;
- 1.1.2. **"Excessive usage"** means usage more than the maximum possible usage for the Internet Service. Such factor may be on upload or download from time to time and any such change will be published on Liquid's website;
- 1.1.3. **"Improper usage"** means usage which contravenes this AUP as it pertains to the usage of the Internet Access Service;
- 1.1.4. **"Malicious Code"** means harmful computer code or web script designed to create system vulnerabilities leading to back doors, security breaches;
- 1.1.5. **"Services"** means all Liquid Services including but not limited to broadband, internet services, voice services;
- 1.1.6. **"Viruses"** means malware that can be spread through email and text message attachments, Internet file downloads, social media scam links and so forth;
- 1.1.7. **"Worms"** means a program that spreads across the internet by replicating itself on computers via their network connections;

3. INTRODUCTION

This Acceptable Use Policy (AUP) sets out a framework for the acceptable use of Liquid's Services (e.g. internet consisting of IP Transit, Dedicated Internet Access (DIA), Business Internet Access (BIA), Voice, Broadband) and its network. It is designed to protect our customers, users, and the reliability of our network.

3. PURPOSE

The purpose of the AUP is to ensure that there is adherence to the applicable laws and regulations of the Republic of South Africa, outlined to customers and or users of our Services and our network; including the activities and online behaviours which are deemed unacceptable, to safeguard our network, and detail the potential consequences of engaging in such prohibited and or improper actions.

5. USAGE GUIDELINES AND ACCEPTABLE USE

- 5.1. To help ensure that all customers and or users have fair and equal use of Liquid's Services and to protect Liquid's network integrity, Liquid reserves the right, and will take necessary steps, to prevent improper or excessive usage.
- 5.2. This policy applies to and will be enforced for both intended as well as unintended (e.g., Viruses, Worms, Malicious Code, or otherwise unknown causes) excessive and/or improper usage. Online activities will be subject to the available bandwidth, data storage and other limitations with regards to the Services, which Liquid may from time to time, revise at its own discretion and without prior notice to the customers.



6. ILLEGAL AND INAPPROPRIATE ACTIVITIES

- 6.1. The customer and or user, whilst connected to the internet via Liquid's network, must comply with the applicable laws including but not limited to Information Communications Technology (ICT) laws and regulations, data protection laws and regulations and cyber laws, in the country where it consumes the Services, in the country where it consumes the Services, and the laws of the United Kingdom (UK). Liquid makes most of its connections to the internet in accordance with international laws, hence UK law is considered by the Liquid group as the standard for operations. As some of African nations are in the process of developing laws relating to internet usage, and in the absence of such laws in the country where the customer consumes the service, the customer must comply with the laws of the UK.
- 6.2. The customer should also be mindful of the fact that the Internet is a global medium and is regulated by the laws of many different countries. Material or content which is legal in this country may be illegal in another and vice versa.
- 6.3. Customers and or users must take note of the illegal and inappropriate activities, the following list is not exhaustive:
 - 6.3.1. the customer and/or user must not, use the Services to download, possess or transmit in any way, illegal material (for example indecent images of children);
 - 6.3.2. the customer and/or user must not send, publish, distribute, circulate, or otherwise propagate any material that may be deemed to be grossly offensive or of an indecent, obscene nature or menacing in character;
 - 6.3.3. the customer and / or user must not use the Liquid's network and Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam");
 - 6.3.4. the customer and / or user must not send, with the intention of causing annoyance, inconvenience or needless anxiety a message that you know to be false, or to cause such a message to be sent or to persistently make use of our Service for that purpose;
 - 6.3.5. the customer and / or user must not, without authorisation intentionally impair or attempt to impair the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data (this could include deleting files, changing the desktop settings introducing viruses etc.);
 - 6.3.6. the customer and / or user must not infringe the rights of others, including the right of data protection and privacy and copyright (an example would be sharing without permission of the copyright owner protected material such as a music or video file) as afforded in terms of the applicable legislation in the applicable territory i.e. Personal Information Act 4 of 2013 ("POPI"), General Data Protection Regulation (GDPR); Copyright Act No. 98 of 1978, as amended and the European Copyright law.
 - 6.3.7. the customer and / or user attempting to breach the security of our network or systems, including unauthorised access, hacking, and distribution of malware, any form of hacking which is not mentioned herein;
 - 6.3.8. the customer and / or user must not engage in fraudulent activities, including impersonation and phishing;
 - 6.3.9. the customer and / or user must not engage in activities that compromise the integrity or performance of our network, including:
 - 6.3.9.1. Excessive use of bandwidth that disrupts the normal functioning of the network.
 - 6.3.9.2. Actions that interfere with the services provided to other customers.

7. CONSEQUENCES OF VIOLATION OF THE AUP

- 7.1. Liquid may suspend or terminate the Services with the customer;
- 7.2. Liquid may report the violation to the respective Regulatory Authorities or Law Enforcement Agencies, and this may result in legal action, a fine or a term of imprisonment.



- 7.3. Customers and/or users are encouraged to report any violations to either the Liquid's support team, or you may send an email to:

7.3.1. Information Officer : informationofficer@liquid.tech

7.3.2. Regulatory affairs : regulatory@liquid.tech

8. LIQUID'S OBLIGATIONS

- 8.1. Liquid is obliged to disclose information to the Law Enforcement Agencies and Regulatory Authorities that are legally entitled to obtain such information. This includes the Regulation of Investigatory Powers Act (UK), and any other local legislation that applies in the country where the service is delivered, and/or where our networks are deployed. Similarly, Liquid must comply with court orders to disclose information.
- 8.2. Liquid confirms that in compliance with section 72 of the Electronic Communications and Transactions Act 25 of 2002, it is a member of the Internet Service Providers' Association (ISPA) and has adopted and implemented the association's official Code of Conduct, which can be viewed at <http://www.ispa.org.za/code>. It is the responsibility of the user and customer to familiarise themselves with the provisions of this code.
- 8.3. Liquid does not monitor content of its' customers and / or user web space or content of chat rooms, instant messaging, email, newsgroup or any other communication/s and therefore Liquid does not guarantee that all of these are free of illegal material or other content considered unacceptable by others including the internet community.
- 8.4. Notwithstanding clause 8.3, Liquid confirms that it follows the procedure set out by ISPA for the notice and take-down of illegal material. The procedure complies with section 77 of the Electronic Communications and Transaction Act, No. 25 of 2002. The contact details for the ISPA are as follows:

Telephone: +27-11-318-1406

Email: takedown@ispa.org.za

The notice and take-down procedure can be viewed at <http://www.ispa.org.za/code>;

9. PRIVACY

- 9.1. Liquid provides many services including the use of the Internet which is an inherently open and insecure means of communication, any data or information a customer and or a user transmits over the internet may be susceptible to interception and alteration.
- 9.2. Subject to Liquid's online Privacy Policy, Liquid makes no guarantee regarding, and assume no liability for, the security and integrity of any data or information a customer transmits via the service or over the internet, including any data or information transmitted via any server designated as "secure".

10. CHANGES TO THE ACCEPTABLE USE POLICIES

Liquid may update the Acceptable Usage Policies from time to time, please continuously check our website : www.liquid.tech or [Legal - Use Policy | Liquid Intelligent Technologies](#) .