

Acceptable Usage Policy SMARTlight Solutions Services, Products, Packages

ACCEPTABLE USAGE POLICY

Please take time to read through this Policy and understand fully the provisions set out there in. The AUP details how Smartlight Solutions (PTY) Ltd discerns what is considered as unacceptable conduct on the part of its Clients and what steps might be taken by Smartlight Solutions (PTY) Ltd in response to unacceptable use of its services. This Policy (AUP) forms part of the Agreement between Smartlight Solutions (PTY) Ltd and the Client and is binding on the Clients using services provided by Smartlight Solutions (PTY) Ltd.



SMARTLIGHT SOLUTIONS (PTY) LTD
Registration Number : 2017/059618/07
License Number : 0833/CECS/APR/2017
Email : info@smartlight.co.za

1. General

- 1.1 By contracting with Smartlight Solutions for services and or products, the Client agrees, without limitation of qualification, to be bound by this Policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to the Client in connection with the Services and or Products.
- 1.2 The Purpose for this AUP is:
 - 1.2.1 To ensure compliance with the relevant laws of the republic;
 - 1.2.2 To specify what activities and online behavior are considered unacceptable use by Clients and users of Smartlight Solutions' service and or product;
 - 1.2.3 To defend and protect the integrity, stability and security of Smartlight Solutions' network and products, and to specify the consequences that my follow from practicing, participating or undertaking such activities.
- 1.3 This document contains legal obligations which is presumed the Client is familiar with. Smartlight Solutions recommends the Client read through the document fully and to direct any queries pertaining to document to help@smartlight.co.za
- 1.4 Smartlight Solutions respects and holds to the front, the rights of Smartlight Solutions' Clients and users of its services to privacy, freedom of speech, access to information, belief and opinion.

2. Unacceptable Use

- 2.1 Smartlight Solutions disallows any and all use of its Services and or Products including but not limited to the transmission, storage and distribution of any material or content using Smartlight Solutions network, Service or and Product, that violates any law or regulation of the Republic of South Africa. This includes:
 - 2.1.1 Any infringement of another's right to privacy, including any effort to collect personal data of third parties without their consent.
 - 2.1.2 Any fraudulent activities or and any activities pertaining to fraudulent activities.
 - 2.1.3 Any and all activities purposed with the aim to abuse, stalk, harass or physically threaten any persons either in the Republic of South Africa or beyond its borders. This includes any attempt to distribute, post, transmit or otherwise distribute inappropriate and or defamatory materials.
 - 2.1.4 Any violation or infringement of local and or international laws prohibiting and pertaining to child pornography, obscenity, discrimination (including but not limited to racial, gender or religious slurs), hate speech, speech used to incite violence, hatred, or threats to cause bodily harm.
 - 2.1.5 Any contravention of local and international copyright and or trademarks laws pertaining to Intellectual Property laws including protected materials.
 - 2.1.6 Any activity that results in the sale, distribution and transmission of pirated and or illegal software and digital materials.
 - 2.1.7 Any infringement of the exchange control laws of the Republic of South Africa.

3. Threats to Network Security

- 3.1 Any activities which threaten the functionality, security and or integrity of Smartlight Solutions' Network, Service, Product is considered unacceptable.
 - 3.1.1 Any attempt to utilize Smartlight Solutions equipment, services or products to break, bypass or circumvent the security of any account, network or host.
 - 3.1.2 Any intentional behavior that in any way puts the security of the network under threat by distributing any materials, information or software which contains any and or all of the following; a virus, trojan horse, worm, malware or botnet. This includes any other harmful, disruptive or destructive component.
 - 3.1.3 Any efforts to unlawfully gain unauthorized access to the network and or Services, Products, by circumventing any of the established security measures put in place by Smartlight Solutions.
 - 3.1.4 Any form of (Spoofing). Forging of TCP/IP packet headers or email headers or newsgroup postings.
 - 3.1.5 Any unauthorized monitoring and or data collection of any traffic on the Smartlight Solutions network, Services or Products without written consent.

3. Threats to Network Security

- 3.1.6 Any efforts to gain or attempt to gain access to any other person's data, computer, or software without consenting knowledge of such person or persons.
- 3.1.7 Not responding to a denial of service attack (DDOS and or DOS) adequately.
- 3.1.8 Running of services and or applications with known vulnerabilities and weaknesses.

4. Definitions

- 4.1 Shaping - Shaping differs from throttling in that when shaping is implemented, realtime, interactive services are given higher priority over non-realtime or non-interactive services. Effectively slowing the non-essential services and prioritizing higher throughput to services given priority.
- 4.2 Throttling - Is the term associated with limits being placed on the throughput of all services and protocols. A throttled account will only be able to reach limited throughput in total whilst throttled management is applied. This does not affect the line itself but rather the associated account.
- 4.3 Traffic management - SMARTlight Solutions' traffic management incorporates forms of shaping and throttling to insure even distribution of network loads.

5. Uncapped Monthly Thresholds

- 5.1 SMARThome and SMARTbiz Uncapped Packages have thresholds (run with a rolling 30 day window) after which Services, Packages and or Products are subject to shaping and or throttling based on network demand. Premium and Priority Uncapped Services, Packages and or Products may also incur shaping and or throttling when demand is high and or if the functionality of the network, Service, Product and or Package comes under threat.
- 5.2 On all SMARTlight Solutions Services, Packages and Products, shaping and throttling is only applied when absolutely necessary. While shaping and throttling may occur limitations on the Client's account will only be in effect during peak demand periods and or when required.

6. Contention

- 6.1 SMARTlight Solutions operates under the terms of Best Effort. Network capacity and performance is subject to contention for services from users. Meaning if there is a significant rise in demand it could affect the availability of bandwidth to users. Contention is a direct function of demand from users and is not utterly under SMARTlight Solutions control. This being said SMARTlight Solutions using the provisions of the Terms and Conditions and AUP will manage contention resulting in the minimizing impact to performance and experience, allowing SMARTlight Solutions to offer the best possible experience at all times.

7. Unsolicited Bulk Mail

- 7.1 Any and all unsolicited bulk email is considered by SMARTlight Solutions as spam with the following exceptions:
 - 7.1.1 Mail sent between parties with the explicit consent of the receiving party.
 - 7.1.2 Clients should only receive bulk mail that has been requested and or is or has been consented to in or as a result of a prior existing relationship.

8. Protection of Minors

- 8.1 SMARTlight Solutions Clients are prohibited from using any of SMARTlight Solutions' Packages, Services and or Products to conduct any exercise, intent and or activity that pertains to the harm or attempt to harm a minor, this includes but is not limited to hosting, possessing, disseminating, distributing or transmitting material that is unlawful or and includes child pornography and cyber bullying. SMARTlight Solutions' Clients are prohibited to host any sexually explicit or pornographic material of any nature or form.



9. Client and User Responsibilities

- 9.1 Clients and users are responsible for the activities of SMARTlight Solutions' Services that occur through the Client's account. It is solely the Client's responsibility to ensure that activities conducted through their account are not done so by unauthorized persons.
- 9.2 Where/when the Client has given authorized access to a minor it is solely that Client's obligation as the legal guardian of that minor to take full responsibility for the online access, use and or conduct on any services or websites, and is responsible for any consequences in result of misuse by the minor.

10. Breach of the AUP and Resulting Action

- 10.1 SMARTlight Solutions reserves the right in its sole and with reasonable discretion to take any of the following actions:
 - 10.1.1 Warn the Client, applying throttling standards, suspend the Client account and or revoke access or privileges, to a minimal or total extent.
 - 10.1.2 Where a third party is involved in abuse, SMARTlight Solutions will inform the third party's administrator of the incident and request the administrator or owner of the third party's network to address the issue in terms of this AUP and or the Code of Conduct issued by the ISPA, if applicable.
 - 10.1.3 Where the third party fails to address the incident SMARTlight Solutions reserves the right to suspend all access of the third party's network until abuse can be prevented.
 - 10.1.4 SMARTlight Solutions reserves the right to Assist other networks and or website administrators in investigating credible suspicious activity including but not limited to subjects in this AUP.
 - 10.1.5 Share information pertaining to and concerning the incident with other Internet service and access providers, this includes the right to publish the information, and or make the users' details available to law enforcement agencies.
 - 10.1.6 Suspend, manage and or terminate the Service, Product and or Package as provided for in the Agreement.

11. Non Waiver and Reservation of Rights

- 11.1 At SMARTlight Solutions sole discretion the right to act against other types of abuse not listed or pertaining within this document is reserved, this includes the rights to investigate or prevent illegal activities being committed and or conducted over any of SMARTlight Solutions Products, Services and or Packages. This includes but is not limited to action against individuals, organizations or companies that violate and or breach the AUP, including any illegal or unlawful activity accessing or using SMARTlight Solutions Service, Product and or Package
- 11.2 SMARTlight Solutions reserves the right to alter, change and or amend any part or whole of this Policy at any time without notice to the Client.
- 11.3 SMARTlight Solutions does not waive its right to enforcement of this AUP at any time, should SMARTlight Solutions fail, neglect or choose not to enforce a breach of the AUP.
- 11.4 SMARTlight Solutions reserves the right to cancel, prohibit and or terminate any Client Service, Package, Product, at SMARTlight Solutions sole discretion, be it from but not limited to, abuse and or failure to deliver any and all demands of the Agreement and or Policy.