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.O. Box 1705, Westville, 3630 el: +27 31 203 9150 Fax: +27 8	6 673 9004 Email: subscriptions@ion.co.za		SUDSCRI	PTION FORM
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Company Reg / ID No:				
Name (First, Last):				
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ION Access Acceptable Use Policy

This Acceptable Use Policy ("AUP") specifies the actions prohibited to users of the network and systems ("infrastructure") of Ion Access, and is intended to enhance the use of the Internet by preventing unacceptable use. Users are required to adhere to all the policies specified in this AUP without exception.

LAWS AND REGULATIONS

ION ACCESS' infrastructure may be used only for lawful purposes. Users may not violate any applicable laws or regulations of South Africa within the territory of South Africa. Should the user reside outside of South Africa, the laws of the country in which the user resides shall apply.

Transmission, distribution or storage of any material on or through the infrastructure in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

THE NETWORK

The user acknowledges that lon Access is unable to exercise control over the content of the information passing over the infrastructure and the Internet, including any websites, electronic mail transmissions, news groups or other material created or accessible over its infrastructure. Therefore, Ion Access is not responsible for the content of any messages or other information transmitted over its infrastructure.

Ion Access's infrastructure may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

The user may obtain and download any materials marked as available for download off the Internet but is not permitted to use its Internet access to distribute any copyrighted materials unless the owner of the materials grants permission for such distribution to the user. The user is prohibited from obtaining and/or disseminating on-line any unlawful materials, including but not limited to stolen intellectual property, child pornography, and/or any unlawful hate-speech materials.

HOSTING SERVICES & TRAFFIC UTILISATION

Each hosting solution offered by ION Hosting includes a monthly traffic and disk space threshold, the charge for which is included with the solution's total cost. Traffic volumes below the threshold accrue a fixed per-Megabyte charge. Once the threshold is exceeded, each Megabyte served is charged at the stipulated rate. ION uses a traffic measurement system that reports bandwidth utilisation and presents statistics and graphs. Charging thresholds and excess traffic charges are available on request.

Additional Charges

The Customer shall be responsible for the additional fees and charges, where applicable: Should the volume of data traffic in a calendar month, indicated in the solution as "Traffic threshold (MB)", exceed the specified threshold, an additional charge, indicated in the table above as "Traffic cost per (MB)", will be applied for that month;

ADSL Uncapped Basic Lite

• A fair usage policy is implemented to ensure that everyone gets an

equal experience on this service subject to IS's conditions.

- No Static / Fixed IP's are bundled with these services.
- These accounts run on the Internet Solutions backbone.
- · ADSL is a best effort service and has no Service Level Agreements associated with it.
- The service allows two simultaneous connections. If used concurrently, the Peak Information Rate (PIR) will be halved between the two connections. The usage is monitored on a rolling 10day period and does not reset at the beginning of each month.

All service options are unshaped.

- Should usage remain less than 80% of the average user for each product, the service will remain unaffected.
- However, should individual usage exceed 80% of the average user for each product, then the first level of moderation will be implemented, moving the service to a Shaped service.

• Shaping or moderation is implemented via download throttling and user relative priority control will first be applied to all file sharing protocols. Should usage remain above the 80% average threshold, additional shaping will be managed via manipulation of throttling and priority control.

Please refer to the Upstream Internet Provider AUP/Terms & Conditions below:

https://www.mweb.co.za/legal-notices/policies/acceptable-use-policy

https://www.mtnbusiness.com/za/en/Downloads/pages/product-terms-and-conditions.aspx

http://www.is.co.za/Legal/

https://www.vodacombusiness.co.za/business/terms/acceptable-usage-policy

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ION Access Acceptable Use Policy

SYSTEM AND NETWORK SECURITY

All references to systems and networks under this section includes the Internet (and all those systems and/or networks to which user is granted access through Ion Access) and includes but is not limited to the infrastructure of Ion Access itself.

The user may not circumvent user authentication or security of any host, network, or account (referred to as "cracking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks"). Violations of system or network security by the user are prohibited, and may result in civil or criminal liability. Ion Access will investigate incidents involving such violations and will involve and will co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorisation of Ion Access.

Unauthorised monitoring of data or traffic on the network or systems without express authorisation of Ion Access. Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.

E-MAIL USE

It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements, etc). This is strongly objected to by most Internet users and the repercussions against the offending party and Ion Access can often result in disruption of service to other users connected to Ion Access.

Maintaining of mailing lists by users of Ion Access is accepted only with the permission and approval of the list members, and at the members' sole discretion. Should mailing lists contain invalid or undeliverable addresses or addresses of unwilling recipients those addresses must be promptly removed.

Users may not forward or propagate chain letters nor malicious e-mail.

Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Users' mail servers must be secure against public relay as a protection to both themselves and the Internet at large. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed.

Ion Access reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user. Ion Access also reserves the right to examine the mail servers of any users using Ion Access mail servers for "smarthosting" (when the user relays its mail off an Ion Access mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with Ion Access' policy of preserving customer privacy.

Fax Service 08667

Traffic: Inbound (Receiving) on 08667 only: No additional charges Traffic: Outbound (Sending): As per ION Rate Sheets Note: People outside South Africa are unable to send faxes to your 08667 number.

Fax Send / Receive International/National Service Fax Numbers allocate 011,012,021,031,041 only Traffic: Inbound (Receiving): 30cent per page Traffic: Outbound (Sending): As per ION Rate Sheets

COMPLAINTS

Upon receipt of a complaint, or having become aware of an incident, Ion Access reserves the right to: Inform the user's network administrator of the incident and require the network administrator or network owner to deal with the incident according to this AUP. In the case of individual users suspend the user's account and withdraw the user's network access privileges completely. Charge the offending parties for administrative costs as well as for machine and human time lost due to the incident. In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means. Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies. Any one or more of the steps listed above, insofar as they are deemed necessary by Ion Access in its absolute and sole discretion, may be taken by Ion Access against the offending party. All cases of violation of the above Acceptable Use Policy should be reported to abuse@ion.co.za.

PAYMENT AND CANCELLATION

Payment is due in advance on or before the 1st of every month for the 12-month or 24-month contract. Should the upstream provider increase your package, your debit order will be automatically adjusted. Should payment not be received within the time period specified the account will be suspended and a reconnection fee of the outstanding amount plus 50% of the monthly subscription will be due and payable before reconnection will take place. Notice of cancellation must be given in writing 30 days prior to cancellation. Violations of conditions will lead to immediate suspension of this account. Please Note: Invoices and statements are only sent on request by the client.

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