



BCWifi Fair Use Policy

Effective 29 October 2018

BCWifi Internet 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). Please discuss your requirements with us.

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

In general, if you use your BCWifi Internet Service in a manner which:

• Is in 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 BCWifi 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 BCWifi'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;*
- Any other activities declared to be illegal in terms of any applicable law.*
- 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;*
- is defamatory, fraudulent, indecent, offensive, deceptive; or threatens, harasses, abuses or intimidates others;*
- damages the name or reputation of BCWifi, its holding company, affiliates and subsidiaries;*
- interferes with other customers' use and enjoyment of the services provided by BCWifi; or*
- to access an account which does not belong to you;*

It will be regarded as a breach of this FUP. In the event of breaches of this FUP, BCWifi 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, BCWifi 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. BCWifi 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.

Signature

I acknowledge the Fair Use Policy.

Signature: _____

Date: _____

E&OA