



OFFICIAL USE REGULATIONS

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1 INTRODUCTION

- 1.1 Currant Technologies CC ("**the service provider**") provides services to its subscribers and /or ad-hoc customers ("**the customer**") subject to the provisions of its service terms ("**service terms**"), its Standard Terms and Conditions ("**Standard Terms and Conditions**"), the Standard Rate Schedule ("**Standard Rate Schedule**") of the service provider (when applicable) as well as its Official Use Regulations ("**Official Use Regulations**"). These Official Use Regulations collectively accounts for privacy and confidentiality protection rules ("**Privacy Policy**") including use rules and security policies whereby certain customer actions are prohibited by the service provider ("**Use Policy**").
- 1.2 The Official Use Regulations are binding upon the customer as a consequence of the customer's acceptance of the Standard Terms and Conditions and the relevant service terms of each service it uses. Furthermore:
 - 1.2.1 to the extent that any service used by the customer is subject to a specific use term as identified in the applicable service terms, the Official Use Regulations shall be deemed to be amplified by such specific use terms for the purposes of use by the customer of that particular service;
 - 1.2.2 for avoidance of doubt, unless the contrary is evident from the construction of a particular provision in any service terms or in the Official Use Regulations, any term defined in the Standard Terms and Conditions and used in any service terms or Official Use Regulations shall bear the meaning as defined within the Standard Terms and Conditions of the service provider.
- 1.3 The service provider reserves the right to revise the Official Use Regulations at any time, effective upon posting any such revised versions on the Legal Website of the service provider and it shall remain the customer's responsibility to ensure its awareness of any such changes.

2 DEFINITIONS

In these Official Use Regulations:

- 2.1 the headings of clauses are for reference purposes only and shall not be taken into account in construing the contents hereof, the singular will include the plural and vice versa, one gender will include the other genders, natural persons include created entities (incorporated or unincorporated) and vice versa and, unless inconsistent with the context, the following words will have the meanings ascribed to them:
 - 2.1.1 "**abusive content**" means (including without limitation text and images) content which is defamatory, discriminatory, obscene, lewd, offensive, threatening, abusive, harassing, harmful, hateful or which contains child or violent pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's rights regardless of whether such abusive content is accessed, transmitted, propagated, distributed, created or stored in a public or private context;
 - 2.1.2 "**account information**" means the customer's account history with the service provider including, without limitation, all billing information and communications, payment history and the like;
 - 2.1.3 "**communication facilities**" means any of the service provider's facilities which enables communication or assists in the execution thereof or other facilities used for the purposes of communicating in real-time or otherwise with other persons whether they are the service provider's customers or not;
 - 2.1.4 "correspondence information" means the content, correspondent information and the destination/origination of any communications between the customer and any other person (other than the service provider) using the services which includes email communications, chat room and discussion board communications, instant message communications, experts forum communications, fax mail communications, membership of mailing lists and the like;
 - 2.1.5 "**customer specifics**" means usernames, passwords or email addresses provided to the customer as part of the services, but expressly excluding any customer domain names managed by the service provider (if any);
 - 2.1.6 "**destructive code**" means any computer code which:
 - 2.1.6.1 is designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software, hardware or network (generally referred to as "viruses", "trojan-horses" or "worms");
 - 2.1.6.2 would disable any software, hardware or network or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (generally referred to as "time bombs", "time locks", or "drop dead" code);



- 2.1.6.3 would permit any person to access any software, hardware or network of any other person without consent (generally referred to as "trap", "access code", "back door" or "trap door" codes), and
- 2.1.6.4 any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such software, hardware or networks of any person to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations.
- 2.1.7 **"fraud"** means without limitation to its common law meaning, solicitation or inducement of any person to participate in any commercial or non-commercial activities which are in the nature of a financial scam, "pyramid schemes" or "chain letters";
- 2.1.8 **"intellectual property rights"** has the meaning ascribed to it in the Standard Terms and Conditions of the service provider;
- 2.1.9 **"misrepresentation"** means, without limitation to its common law meaning, the following actions:
 - 2.1.9.1 actions designed to deceive, mislead, defraud or otherwise make misrepresentations to any person regarding any fact or circumstance;
 - 2.1.9.2 impersonate or attempting to impersonate or otherwise misrepresent the customer's identity to any person for whatever purpose;
 - 2.1.9.3 altering the content of communications received by the customer and thereafter forwarding same to others without indicating the nature of the alterations; and
 - 2.1.9.4 forging or otherwise manipulating origination details and data on any electronic data message generated by the service provider's communication facilities with a view to disguising or deleting the origin of anything posted or transmitted using the service provider's communication facilities including, without limitation, spoofing, the use of "socks proxies", "ezbounce", "vhosts", "bnc's" and/or any other software or hardware methods used to disguise or misrepresent the customer's own IP Address.
- 2.1.10 **"personal information"** means: (i) information relating to the customer's personal identity such as race, gender, marital status, age and the like; (ii) the customer's financial information such as the customer's banking details and any information relating to the customer's income and lifestyle levels; and (iii) the customer's contact details such as the customer's physical addresses, postal addresses, telephone and fax numbers and the like;
- 2.1.11 **"security information"** means other security related information other than the customer specifics used by the customer in relation to the services of the service provider;
- 2.1.12 **"service activity information"** means all information pertaining to the customer's navigational activities whilst using the service provider's services such as the URL's of websites visited as well as the URL's from which downloads are requested;
- 2.1.13 **"spamming"** means without limitation, the posting or cross-posting of unsolicited communications and/or the sending of unsolicited bulk email of any kind using the service provider's communication facilities;
- 2.1.14 **"stored information"** means the data either created by the customer or by a third party on its behalf and which the customer wishes to store on the service provider's servers such as image files, documents and the like;
- 2.1.15 **"system abuse"** means any conduct which does or may have the effect of damaging, impairing, overburdening or disabling any system of any person (including the service provider's system) using the service provider services or which does or may have the effect of interfering with any other person's use of the internet or of the service provider's services or compromising or tampering with the security of the service provider or any other person's software, hardware, systems, networks or services including, without limitation, spamming and mass messaging and the like;
- 2.1.16 **"transactional information"** means transactional histories (other than banking details) pertaining to the customer's e-commerce activities (if any);

3 USE POLICY

3.1 LAWFUL APPLICATION

- 3.1.1 The service provider's services may be used for lawful purposes only. Any transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited, including without limitation, material protected by intellectual property rights or any similar right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.



3.2 GENERAL RULES FOR APPLICATION OF THE SERVICES

- 3.2.1 In using the service provider's services, the customer undertakes to refrain from performing or attempting to perform any of the following actions or facilitating the performance or attempted performance of such actions by other persons:
- 3.2.1.1 Any action which violates any of the service provider's Standard Terms and Conditions and/or the service terms;
 - 3.2.1.2 Spamming in relation to the service provider's communication facilities;
 - 3.2.1.3 Misrepresentation;
 - 3.2.1.4 Posting or transmitting any abusive content over the service provider's communication facilities or replicating or storing on the service provider's servers any abusive content;
 - 3.2.1.5 Insofar as any internet services which the service provider may provide is concerned, acting in a manner inconsistent with generally accepted internet etiquette including, without limitation, the excessive use of capitalised text, the excessive use of inflammatory or antagonistic criticism ("flaming"), or wastefully and unnecessarily including previous communications in any postings ,
 - 3.2.1.6 Fraud;
 - 3.2.1.7 Violation or infringement of any intellectual property rights;
 - 3.2.1.8 System abuse;
 - 3.2.1.9 The propagation, distribution or transmission of destructive code regardless of whether damage is actually caused thereby;
 - 3.2.1.10 Cancelling any communications of any person other than the customer's own or repeatedly posting gratuitous off the topic communications;
 - 3.2.1.11 Perusal and acting upon any communication received which was not intended to be received by the customer and failing to delete such communication;
 - 3.2.1.12 Gathering personal or commercial information including, without limitation, e-mail addresses and/or names from any internet facilities, whether managed by the service provider or by any other party, for commercial, political, charity or any other purpose without consent of the owners of such information or in violation of the privacy of any person;
 - 3.2.1.13 Reproducing, duplicating, copying, selling or reselling any of the service provider's services or any portion of the service provider's services (including without limitation websites and webpages), or the information or data contained within the service provider's services. This prohibition extends to any aspect of the service provider's services that constitutes the provision of a telecommunication service in terms of the applicable legislation;
 - 3.2.1.14 Repeatedly or in a rapid manner transmitting material or content in such a manner as to have the effect of harassing a recipient;
 - 3.2.1.15 Transmission of any materials or content of which the customer is not the owner of or does not have a right of publication or distribution, whether under law or under contract. Such materials or content include, without limitation, proprietary and confidential information or materials or content subject to third party intellectual property rights;
 - 3.2.1.16 Accessing, without authorisation, any of the service provider' services or any similar services of any other person or any network through hacking, password mining or any other means; and
 - 3.2.1.17 Any illegal or unlawful activities including, without limitation, promotion and facilitation of access to, use of or sale of dangerous substances and/or devices.

3.3 SECURITY RULES

- 3.3.1 In order to ensure security and reliable operation of : (i) the service provider's network infrastructure, (ii) the service provider's business, (iii) the service provider's systems and software applications; and (iv) any of the service provider's services, the service provider reserves the right to take whatever action the service provider deems necessary to preserve the security and reliable operation of same.
- 3.3.2 The Customer shall not utilise the service provider's network infrastructure, systems and software application and/or any of its services, in a manner which could compromise the security thereof in any manner whatsoever. Therefore all system or network security violations are prohibited including without limitation, the following:



- 3.3.2.1 unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- 3.3.2.2 unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network;
- 3.3.2.3 interference with the service to any customer, host or network including, without limitation, "mail bombing", "flooding", deliberate attempts to overload a system and broadcast attacks;
- 3.3.2.4 forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

3.4 THE NETWORK USE RULES

- 3.4.1 The customer acknowledges that the service provider is unable to exercise control over the content of the information passing over the service provider network. Therefore, the service provider is not responsible for the content of any message whether or not the posting was made by a service provider customer.
- 3.4.2 The service provider network may be used to link into other networks worldwide and the customer agrees to conform to the acceptable use policies of these networks.
- 3.4.3 The customer undertakes to conform to the internet protocols and standards.
- 3.4.4 The customer may not circumvent customer authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with the services to any customer, host, or network (referred to as "denial of service attacks").
- 3.4.5 Without prejudice to the foregoing, the service provider confirms that any application which overloads the service provider network by whatever means will be considered as making profligate use of the service provider network and is as such not allowed. Use of IP multicast other than by means provided and coordinated by the service provider is likewise prohibited.
- 3.4.6 Customers who violate systems or network security may incur criminal or civil liability. The service provider will fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities.

3.5 EMAIL USE RULES

- 3.5.1 It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements, etc).
- 3.5.2 The customer may not forward or propagate chain letters nor malicious e-mail.
- 3.5.3 It is also explicitly prohibited to allow others to send unsolicited bulk mail messages either directly or by relaying through the customer's systems. For the avoidance of doubt, the customer must ensure that its systems cannot be relayed through.
- 3.5.4 The customer may not solicit mail for any other address other than that of the customer, except with full consent of the owner of such other address.

3.6 THIRD PARTY USE RULES

- 3.6.1 When the customer is using a third party service which is accessed by means of any of the service provider's services, the customer is required to comply with all rules of use (if any specified) of that third party service in addition to this use policy. To the extent that there is a conflict between the third party's rules of use and this use policy, the customer is expected to conduct its self in a manner which is least prejudicial to the service provider's interests.

3.7 TECHNOLOGICAL SPECIFICITY

- 3.7.1 To the extent that the service provider has not provided a rule of use specifically or generally in respect of a particular service or technology that forms part of the service provider's services, this use policy shall apply mutatis mutandis to such service or technology that forms part of the service provider's services.



4 PRIVACY POLICY

4.1 GENERAL PROVISIONS

- 4.1.1 The service provider shall do everything within its ability to protect customer privacy. Consequently, the service provider has developed this Privacy Policy in order to safeguard the customer's personal information and to protect the confidentiality thereof. In doing so, the service provider have paid particular attention to the Constitution of the Republic of South Africa Act 108 of 1996, to the Promotion of Access to Information Act 2 of 2000 and to the Electronic Communications and Transactions Act 25 of 2002 so as ensure its compliance with all relevant statutory requirements under South African law.
- 4.1.2 Whilst the service provider shall do all things reasonably necessary to protect the customer's rights of privacy while using services controlled by the service provider, the service provider cannot accept any liability whatsoever for unauthorised or unlawful disclosures of the customer's personal and confidential information made by third parties who are not subject to the service provider's control.
- 4.1.3 The service provider categorises information concerning the customer ("**private information**") as any combination of the following: (i) account information, (ii) correspondence information, (iii) customer specifics, (iv) personal information, (v) security information, (vi) service activity information, (vii) stored information and (viii) transactional information.
- 4.1.4 The service provider will collect the customer's private information solely for the purposes of administering the service provider's business and for the purposes of ensuring service delivery to the customer. Such information will be disclosed only in accordance with this Privacy Policy and the service provider undertakes not to disclose any information in contravention of this Privacy Policy.
- 4.1.5 Any of the customer's information which is transmitted by the customer while using the service provider's communication facilities in an unencrypted manner and/or to an open, public forum, shall not be regarded as confidential and does not constitute private information which is subject to protection under this Privacy Policy. Similarly, all information that is disclosed by the customer in any chat room, discussion boards and/or similar public forums is not confidential and does not constitute private information which is subject to protection under this Privacy Policy. In addition, since such public environments are accessible by third parties, it is possible that third parties may collect and collate such information for their own purposes; therefore the service provider expressly disclaims any and all liability arising from the customer's disclosure of private information in any public environments through the communication facilities of the service provider.

4.2 SPECIFIC RIGHTS OF THE SERVICE PROVIDER

- 4.2.1 By accepting the Standard Terms and Conditions and/or the service terms the customer has consented to the service provider's right of collection of the customer's private information on an on-going basis for the continued duration of the customer's relationship with the service provider, subject to any limitations as set out in this Privacy Policy.
- 4.2.2 The personal information and account information collected by the service provider is required for two distinct purposes, namely:
- 4.2.2.1 The service provider require details as to the customer's identity and contact details as well as the customer's banking information and account history for the purposes of managing the service provider's relationship with the customer for purposes of providing the services to the customer. The service provider will not disclose such information save to the extent provided for in clause 4.3.1 below; and
- 4.2.2.2 The service provider use certain of such information about the customer in an aggregated form for the purposes of compiling statistical profiles for the service provider's business and marketing activities. The service provider is entitled to disclose such information about the customer provided that such information is in an aggregated form which is not capable of being used or interpreted in such a manner as to identify the customer as being a subject of that aggregation.
- 4.2.3 The service activity information and transactional information collected by the service provider is used for four distinct purposes, namely:
- 4.2.3.1 The service provider may collect such information for the purposes of determining and verifying the charges payable by the customer under the Standard Terms and Conditions and for the purposes of administering its relationship with the customer. The service provider will not disclose such information save to the extent provided in clause 4.3.1 below;
- 4.2.3.2 The service provider may collect and store such information concerning the customer for the purposes of complying with any statutory or regulatory requirement imposed upon the service provider. The service provider will not disclose such information save to the extent provided for in clause 4.3.1 below;



- 4.2.3.3 The service provider may collect such information about the customer for the purposes of compiling statistical profiles about the customer for the service provider's business and marketing activities and for the purposes of customizing the service provider's delivery of the services to the customer. While the service provider is entitled to use such information about the customer for the service provider's own internal business purposes without limitation, the service provider undertakes not to disclose it in a non-aggregated form which is capable of being used or interpreted in such a manner as to identify the customer as being a subject of that aggregation other than in terms of clause 4.3.1 below; and
- 4.2.3.4 The service provider may collect such information for the purposes of monitoring the customer's use of the service provider's services for the purposes of ensuring compliance with the service provider's Use Policy as provided for in clause 4.3.2 below. The service provider will not disclose such information save in compliance with the service provider's obligations in terms of clause 4.3.1 below.
- 4.2.4 The correspondence information and the customer specifics collected by the service provider are to be used solely in connection with the service provider's obligations as set forth in clause 4.3.1 below and for the purposes of monitoring the customer's use of the service provider's services in order to ensure the customer's compliance with the service provider's Use Policy as provided for in clause 4.3.2 below and for the purposes of monitoring the use of the service provider's services so as to limit and or prevent breaches of the service provider's Use Policy as provided for in clause 4.3 below. The service provider will not disclose such information save in compliance with our obligations in terms of clause 4.3.1 below.
- 4.2.5 The content of the customer's stored information may be scanned to ensure compliance with the requirements of clauses 4.3.1, 4.3.2 and 4.3.3 below. Save as aforementioned, the service provider will not use or access this information for any other purpose.
- 4.2.6 Any private information collected by the service provider and which the service provider is entitled to use in an aggregated format shall be the service provider's property and may, in the service provider's sole discretion, be used for any legitimate purpose including, without limitation, the commercial sale thereof to third parties. In such instances, the customer has no entitlement to any form of compensation for the use of the customer's private information in such an aggregated format.
- 4.2.7 Should any of the service provider's websites utilise "cookies", the customer thereby consent to the service provider's use of any private information collected by the service provider using that "cookie" as provided for in clauses 4.2.2 and 4.2.3 above.
- 4.3 **GENERAL EXCEPTIONS**
- 4.3.1 To the extent that the service provider is required to do so by any competent and/or authorised authority or in terms of any statutory or regulatory provision to intercept, monitor and/or store any of the customer's private information or to the extent that the service provider is required to intercept, monitor and/or store any of the customer's private information for the purposes of enforcing the service provider's own rights, the service provider will do so in compliance with the statutory and/or regulatory requirements for such interception, monitoring and/or storage. To the extent that in some instances, such interception, monitoring and/or storage may take place without the customer's knowledge and the service provider expressly disclaim any and all liability for any losses or damages that the customer or any third party may incur as a result of such interception, monitoring and/or storage.
- 4.3.2 In order to ensure that all users using the service provider's services comply with all of the provisions of the Use Policy, the service provider may monitor the customer's private information as may reasonably be necessary to determine such compliance and/or to identify instances of non-compliance.
- 4.3.3 In order to ensure that the security and integrity of the service provider's services is not compromised, the service provider may monitor the customer's private information as may be reasonably necessary to safeguard the security and integrity of the service provider's services in terms of the Use Policy of the service provider. This monitoring may include without limitation the filtering of incoming and outgoing electronic data messages in order to identify, limit and/or prevent the transmission of spam, viruses and/or other unlawful, defamatory, obscene or otherwise undesirable material or content.
- 4.3.4 In certain circumstances, the service provider may procure an element of the services from a third party service provider such as Telkom SA Limited. To the extent that it may be necessary, and solely for the purposes of providing the service to the customer, the customer consents to the service provider's disclosure of any private information concerning the customer and necessary for the procurement of those elements of the services from third party service providers, to such third party service providers.
- 4.3.5 In addition to the general limitation in the Standard Terms and Conditions, the service provider will not be liable to the customer or to any other third party for any loss or damages incurred by the customer or by any other third party arising from, or in any way relating to, the disclosure of the customer's private information. The customer's sole and exclusive remedy under such circumstances will be to terminate the customer's relationship with the service provider.



5 APPLICATION OF THESE OFFICIAL USE REGULATIONS

- 5.1 In respect of the Use Policy and Privacy Policy of the service provider:
- 5.1.1 Should the customer violate any of the rules herein set forth, the fact of which is subject to the service provider's sole determination, then the service provider shall be entitled, without prejudice to any other rights which the service provider may have as provided for in its Standard Terms and Provisions or under any applicable law, to:
 - 5.1.1.1 issue the customer with a warning, should the service provider so elect. It is specifically recorded that the service provider's failure to issue the customer with a warning will not preclude the service provider from exercising any of the remainder of the service provider's rights under this clause 5;
 - 5.1.1.2 without notice, suspend the customer's access to the services forthwith;
 - 5.1.1.3 terminate the service provider's relationship with the customer in accordance with the Standard Terms and Conditions of the service Provider.
 - 5.1.2 Notwithstanding what is provided for elsewhere in these Official Use Regulations, should the service provider violate any of the rules and /or obligations herein set forth, the customer's rights in such instances are provided for in the Standard Terms and Conditions of the service provider, which provisions shall prevail.