

# KalRoo Solutions Fair & Acceptable Use Policy

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## What is a Fair usage policy?

The following list details all the uses of KalRoo Solutions (Pty) Ltd's ("KalRoo Solutions") Internet services that we consider unacceptable - in other words, unfair usage. KalRoo Solutions always maintains and promotes a policy of fair and acceptable usage, so please ensure that any use of KalRoo Solutions services, by yourself, your customers (if you are a partner), or anyone in your household or office doesn't in any way contradict the restrictions listed below.

Please ensure that anyone who use your KalRoo Solutions Internet service agrees with this Policy and is aware of their obligations under it.

## What can KalRoo Solutions' services not be used for?

1. Unlawful, fraudulent, criminal, or otherwise illegal activities
2. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person
3. Sending or uploading unsolicited emails, advertising, or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters except as permitted by Law.
4. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by KalRoo Solutions or any other Internet user or person
5. Activities that invade another's privacy, cause annoyance, inconvenience, or needless anxiety to any person
6. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material
7. Anything that may disrupt or interfere with KalRoo Solutions' network or services or cause a host or the network to crash
8. Launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network
9. Granting access to your KalRoo Solutions services to others not residing at (for Standard or Home) or located at (for Business) the premises at which these Internet services are provided
10. Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments
11. Circumventing the user authentication or security process of a host or network
12. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.

## What about security?

You are responsible for ensuring that any confidential account information held by you remains confidential so that the network cannot be used by any unauthorised person.

The Account information referred to includes, but is not limited to, those controlling access to (a) any computer hardware systems or networks; (b) any computer software or applications; or (c) any other services accessed by you in the use of either of the above.

You shall not disclose any account information to any third party or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights. You are responsible for taking all reasonable steps necessary to prevent a third-party obtaining access to the network. You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.

#### **What about usage by others without you knowing?**

You are responsible for all uses made of KalRoo Solutions Internet services through your account (whether authorised or unauthorised) and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that KalRoo Solutions is not responsible for any of your activities in using the network. Although the Internet is designed to appeal to a broad audience, it's your responsibility to determine whether any of the content accessed via KalRoo Solutions' Internet service is appropriate for children or others in your household or office to view or use.

#### **Anything else you should know?**

KalRoo Solutions does not accept the sending of Spam email through its services and reserves the right to block any emails that have the characteristics of spam. You'll be contacted by KalRoo Solutions if any emails sent by you are blocked for this reason. Any spamming activity may result in suspension or termination of your service at KalRoo Solutions' option and sole discretion.

#### **What about excessive network usage?**

If it is determined that any customer's Internet activities are so excessive that other customers are detrimentally affected, KalRoo Solutions may give the customer generating the excessive web traffic a written warning (by email or otherwise). In extreme circumstances, should the levels of activity not immediately decrease after the warning, KalRoo Solutions may terminate that customer's services.

#### **What happens if the Policy is breached?**

If any customer's use of these services constitutes a breach of this Policy, KalRoo Solutions may, at its option and discretion, either give the customer notice to stop the unacceptable use(s) or terminate that customer's services (with or without notice as KalRoo Solutions considers appropriate).

To report any illegal or unacceptable use of KalRoo Solutions services, please send an email to [support@kalroo-solutions.co.za](mailto:support@kalroo-solutions.co.za)

# Appendix A – Product Specific AUPs

## KalRoo Wireless

All our Fibre products are unshaped, our Contention and FUP are available in the following table:

Package Name	Download	Upload	Contention	Daily FUP
4 Mbps - Home	4 Mbps	2 Mbps	15:1	10GB
6 Mbps - Home	6 Mbps	2 Mbps	10:1	16GB
10 Mbps – Home	10 Mbps	2 Mbps	10:1	27GB
15 Mbps - Home	15 Mbps	5 Mbps	10:1	40GB
20 Mbps - Home	20 Mbps	8 Mbps	10:1	50GB
25 Mbps – Home	25 Mbps	10 Mbps	10:1	67GB
4 Mbps - Premium	5 Mbps	5 Mbps	5:1	27GB
6 Mbps - Premium	10 Mbps	10 Mbps	5:1	40GB
10 Mbps - Premium	50 Mbps	50 Mbps	5:1	67GB
15 Mbps - Premium	100 Mbps	100 Mbps	5:1	100GB
20 Mbps - Premium	200 Mbps	200 Mbps	5:1	130GB
25 Mbps - Premium	300 Mbps	300 Mbps	5:1	160GB

Further notes on our products:

### Home

Our home package is intended for light home use. FUP limits are calculated based on full line utilisation for an average of 6 hours / day and are reset at the end of each day. Speeds may be halved if FUP is exceeded. Not available at business premises.

### Premium

The premium home packages are ideal for heavier users doing lots of streaming, downloads, and uploads on a regular basis. FUP limits are calculated based on full line utilisation 60% of the time (i.e., average 15 hours / day) and are reset at the end of each day. Speeds may be halved if FUP is exceeded.

### Business

Built for business, these packages are built with no shaping or throttling so business can experience fast, uninterrupted internet services. No FUP limits apply.

