

Acceptable Use Policy:

This Policy forms part of the Agreement between the Client and IGrow Fibre and is binding on Clients using IGrow Fibre's services. The AUP sets out in detail what forms of conduct IGrow Fibre regards as unacceptable on the part of its Clients and the steps which IGrow Fibre may take in response to unacceptable use of its services. Please take the time to acquaint yourself fully with the provisions of this Policy.

1. General

1. 1.1 By contracting with IGrow Fibre for services, the Client agrees, without limitation or 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.
2. 1.2 **The purpose of this AUP is to:**
 1. 1.2.1 ensure compliance with the relevant laws of the Republic;
 2. 1.2.2 specify to Clients and users of IGrow Fibre's service what activities and online behaviour are considered an unacceptable use of the service;
 3. 1.2.3 protect the integrity of IGrow Fibre's network; and
 4. 1.2.4 specify the consequences that may flow from undertaking such prohibited activities.
3. 1.3 This document contains a number of legal obligations which the Client will be presumed to be familiar with. As such, IGrow Fibre encourages the Client to read this document thoroughly and direct any queries to info@igrowfibre.co.za
4. 1.4 IGrow Fibre respects the rights of IGrow Fibre's Clients and users of IGrow Fibre's services to freedom of speech and expression, access to information, privacy, human dignity, religion, belief and opinion.

2. Unacceptable Use

1. 2.1 IGrow Fibre's services may only be used for lawful purposes and activities. IGrow Fibre prohibits any use of its Services including the transmission, storage and distribution of any material or content using IGrow Fibre's network that violates any law or regulation of the Republic. This includes, but is not limited to:
 1. 2.1.1 Any violation of local and international laws prohibiting child pornography, obscenity, discrimination (including racial, gender or religious slurs) and hate speech, or speech designed to incite violence or hatred, or threats to cause bodily harm.

2. 2.1.2 Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
3. 2.1.3 Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets.
4. 2.1.4 Any violation of another's right to privacy, including any effort to collect personal data of third parties without their consent.
5. 2.1.5 Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another client without their consent; or any attempt to enter into a transaction with IGrow Fibre on behalf of another client without their consent.
6. 2.1.6 Any violation of the exchange control laws of the Republic.
7. 2.1.7 Any activity that results in the sale, transmission or distribution of pirated or illegal software.

3. Threats to Network Security

1. 3.1 Any activity which threatens the functioning, security and/or integrity of IGrow Fibre's network is unacceptable. This includes:
 1. 3.1.1 Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by IGrow Fibre for this goal.
 2. 3.1.2 Any effort to use IGrow Fibre's equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking").
 3. 3.1.3 Forging of any TCP/IP packet headers (spoofing) or any part of the headers of an email or a newsgroup posting.
 4. 3.1.4 Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person.
 5. 3.1.5 Any activity which threatens to disrupt the service offered by IGrow Fibre through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks.
 6. 3.1.6 Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus, trojan horse, worm, malware, botnet or other harmful, destructive or disruptive component.
 7. 3.1.7 Any unauthorised monitoring of data or traffic on the network without IGrow Fibre's explicit, written consent.
 8. 3.1.8 Running services and applications with known vulnerabilities and weaknesses, e.g. insufficient anti-automation attacks, any traffic amplification attacks, including recursive DNS attacks, SMTP relay attacks.
 9. 3.1.9 Failing to respond adequately to a denial of service attack (DOS / DDOS).

4. Uncapped Fibre (Pure Fibre)

1. 4.1 Uncapped Fibre Services are intended for home and personal use. Reselling services or use of home services for business purposes are prohibited.
2. 4.2 Uncapped Fibre may not be used to provide or resell services to other individuals, and their is prohibited in the following scenarios (but not limited):
 1. 4.2.1 Wireless Internet Service Provision (WISP)
 2. 4.2.2 Hosting Shell Accounts
 3. 4.2.3 Providing email, news, download, VPN or sandbox services.
 4. 4.2.4 Running of home servers or private servers
 5. 4.2.5 Provision of network services to others.
 6. 4.2.6 Running private servers for mail, HTTP, FTP, IRC and multi-user forums
3. 4.3 Services may also not be shared.

5. Contention

1. 5.1 Network capacity and performance is subject to contention for services from users. This means that a significant rise in demand can affect the availability of bandwidth to users. IGrow Fibre manages contention through the implementation of Quality of Service, Shaping and Throttling (on applicable products). Contention is a function of demand from users and is not strictly within IGrow Fibre's direct control, however IGrow Fibre will use the provisions of the AUP and Terms and Conditions to manage contention and minimise the impact to performance to offer the best possible experience at all times.

6. Users Outside of South Africa

1. 6.1 Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply to the user. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, IGrow Fibre will assist foreign law enforcement agencies (LEAs) in the investigation and prosecution of a crime committed using IGrow Fibre's resources, including the provisioning of all personal identifiable data.

7. Protection of Minors

1. 7.1 IGrow Fibre prohibits Clients from using IGrow Fibre's service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography and cyber bullying.
2. 7.2 IGrow Fibre prohibits Clients from using IGrow Fibre's service to host sexually explicit or pornographic material of any nature.

8. Privacy and Confidentiality

1. 8.1 IGrow Fibre respects the privacy and confidentiality of IGrow Fibre's Clients and users of IGrow Fibre's service. Please review IGrow Fibre's Privacy Policy which details how IGrow Fibre collects and uses personal information gathered in the course of operating its Services.

9. User Responsibilities

1. 9.1 Clients are responsible for any misuse of IGrow Fibre's services that occurs through the Client's account. It is the Client's responsibility to ensure that unauthorised persons do not gain access to or misuse IGrow Fibre's service.
2. 9.2 IGrow Fibre urges Clients not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the Client and IGrow Fibre cannot be held liable for the Client being placed on any bulk mailing lists as a result.
3. 9.3 Where the Client has authorised a minor to use any of the IGrow Fibre's services or access its websites, the Client accepts that as the parent/legal guardian of that minor, the Client is fully responsible for: the online conduct of such minor, controlling the minor's access to and use of any services or websites, and the consequences of any misuse by the minor.

10. Complaints Procedure

1. 10.1 Complaints relating to the violation of this AUP should be submitted in writing to info@igrowfibre.co.za. Complaints must be substantiated, and unambiguously state the nature of the problem, and its connection to IGrow Fibre's network and services.

11. Action Following Breach of the AUP

1. 11.1 Upon receipt of a complaint, or having become aware of an incident, IGrow Fibre may, in its sole and reasonably-exercised discretion take any of the following steps:
 1. 11.1.1
In the case of Clients, warn the Client, suspend the Client account and/or revoke or cancel the Client's Service access privileges completely;
 2. 11.1.2
In the case of an abuse emanating from a third party, inform the third party's network administrator of the incident and request the network administrator or network owner to address the incident in terms of this AUP and/or the ISPA Code of Conduct (if applicable);
 3. 11.1.3
In severe cases suspend access of the third party's entire network until abuse can be prevented by appropriate means;

4. 11.1.4
In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
 5. 11.1.5
Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;
 6. 11.1.6
Institute civil or criminal proceedings;
 7. 11.1.7
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; and/or
 8. 11.1.8
suspend or terminate the Service as provided for in the Agreement.
2. 11.2 This policy applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.

12. Reservation and Non Waiver of Rights

1. 12.1 IGrow Fibre reserves the right to amend or alter this policy at any time, and without notice to the Client.
2. 12.2 IGrow Fibre reserves the right to take action against any individuals, companies or organisations that violate the AUP, or engage in any illegal or unlawful activity while accessing IGrow Fibre's services, to the fullest extent of the law.
3. 12.3 IGrow Fibre reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over IGrow Fibre's network.
4. 12.4 IGrow Fibre does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should IGrow Fibre fail, neglect or elect not to enforce a breach of the AUP at any time.