

	<h1>Acceptable Use Policy</h1>	<b>Doc ID</b>	<b>IEE/POL/AUP/001</b>
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**INTELLIGENCE EVERYWHERE ENTERPRISES (PTY) LTD**  
*("IEE")*

## Acceptable Use Policy

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## Document Control

**Document owner:** Compliance Officer

**Applies to:** All customers and users of IEE's services, including Internet access services, hosting services, and managed services

**Reference:** ISPA Code of Conduct (clauses 8, 9, 10, 11, 12) and the ISPA Advisory "Standard Terms and Conditions, Privacy Policies and AUPs" (March 2018)

**Version:** 1.0

**Effective date:** 19-04-2026

**Review cycle:** Annual, or sooner upon any material change in law or service offering

## What is this AUP?

1. This Acceptable Use Policy ("AUP") sets out the rules that apply to your use of services provided by Intelligence Everywhere Enterprises (Pty) Ltd ("IEE", "we", "us", or "our"). Most of these rules relate to legal requirements; others are necessary to keep our network, our customers, and the wider Internet community safe and secure.
2. IEE is a member of the Internet Service Providers' Association of South Africa ("ISPA") and complies with the ISPA Code of Conduct, which is available at <https://ispa.org.za/code-of-conduct/>. This AUP is published in terms of clauses 8 and 9 of the ISPA Code of Conduct.
3. This AUP applies to all services provided by IEE, including but not limited to Internet access services, hosting services, and managed services. It applies to you, to any person using our services with your authorisation, and to any person using your account or credentials (whether authorised by you or not).

## Agreement to this AUP

4. By using any IEE service, you agree to be bound by this AUP and to use our services only in a manner consistent with it. This AUP forms part of the service agreement between you and IEE and must be read together with our standard terms and conditions, our Fair Use Policy, our Privacy Policy, and any service-specific terms applicable to the services you take from us.
5. Failure to comply with this AUP may result in IEE restricting, suspending, or terminating your service in accordance with our standard terms and conditions, without prejudice to any other rights or remedies that IEE may have in law.
6. We will provide you with a copy of this AUP before the commencement of any service agreement and will make it available to you at any time thereafter, on request. The current version is also published on our website at [IEE website URL].

## Unacceptable use

7. You may not use IEE's services for any of the following purposes (each of which is regarded as a material breach of this AUP):

### ***Illegal content and conduct***

- 7.1. Any criminal, illegal, or unlawful act, including any use of the service in contravention of any law of the Republic of South Africa, any applicable foreign law, or any international convention to which South Africa is a party.

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**7.2.** Knowingly creating, storing, hosting, transmitting, distributing, downloading, displaying, or otherwise disseminating any illegal content, including but not limited to:

- child sexual abuse material (CSAM) or any content depicting the sexual exploitation of a child;
- propaganda for war;
- incitement of imminent violence;
- advocacy of hatred based on race, ethnicity, gender, religion, sexual orientation, or any other identifiable group characteristic that constitutes incitement to cause harm;
- content that constitutes harassment under the Protection from Harassment Act, 17 of 2011;
- content that constitutes domestic violence under the Domestic Violence Act, 116 of 1998 (as amended);
- private sexual photographs distributed without consent (so-called “revenge pornography”); and
- any other content prohibited under the Films and Publications Act, 65 of 1996 (as amended), the Cybercrimes Act, 19 of 2020, or any other applicable law.

***Lawful conduct, copyright, and intellectual property***

**7.3.** You commit to lawful conduct in your use of IEE’s services. In particular, you may not use our services to:

- infringe any copyright, trademark, patent, design, trade secret, or other intellectual property right of any person;
- distribute, host, or make available any pirated software, films, music, books, games, or other works in contravention of the Copyright Act, 98 of 1978 or the Counterfeit Goods Act, 37 of 1997;
- circumvent any technological protection measure protecting copyright works; or
- misappropriate the trade secrets, confidential information, or proprietary information of any person.

***Spam and unsolicited communications***

**7.4.** You undertake not to send, transmit, relay, or promote the sending of unsolicited bulk or commercial electronic communications (commonly known as “spam”), in contravention of:

- section 45 of the Electronic Communications and Transactions Act, 25 of 2002 (“ECTA”);
- Chapter 8 of the Protection of Personal Information Act, 4 of 2013 (“POPIA”), in particular section 69 (direct marketing by means of unsolicited electronic communications);
- section 11 of the Consumer Protection Act, 68 of 2008; and
- the ISPA Code of Conduct.

**7.5.** You may not use IEE’s services to operate, host, or support any open relay, open proxy, mass-mailing infrastructure, or other system primarily designed to facilitate the sending of spam, whether your own or that of any third party.

***Network integrity and security***

**7.6.** You may not use IEE’s services in any manner that:

- intentionally interferes with IEE’s ability to provide its services to other customers, in any respect;
- intentionally interferes with the rights of IEE or of any third party;
- involves the unauthorised access to, or interception of, any computer system, network, data, or electronic communication, in contravention of the Cybercrimes Act, 19 of 2020 or the Regulation of Interception of Communications and Provision of Communication-related Information Act, 70 of 2002 (“RICA”);
- involves the distribution of malware, ransomware, viruses, worms, trojans, or any other malicious code;
- involves denial-of-service attacks, distributed denial-of-service attacks, port-scanning, or any other unauthorised probing or testing of any system or network;
- involves the use of stolen, counterfeit, or compromised credentials, payment instruments, or identities;
- involves the operation of botnets, command-and-control infrastructure, or other systems designed to compromise the security of computers or networks; or
- circumvents, or attempts to circumvent, any usage limit, authentication mechanism, or security measure applied to our services.

**Other contractual breaches**

7.7. Any use of the service that constitutes a breach of:

- any other agreement between you and IEE;
- our standard terms and conditions, our Fair Use Policy, our Privacy Policy, or any service-specific terms applicable to the services you take from us; or
- any policy or other terms and conditions to which you have agreed in connection with your use of our services or services obtained by us from upstream suppliers.

**Hosting-specific obligations**

8. Where IEE provides hosting services to you, you remain responsible at all times for the content you host, transmit, or make available through our services, including content uploaded by your end-users or visitors. Without limiting the generality of the above, you must:
  - monitor and moderate user-generated content on platforms you operate using our services, to the extent reasonably practicable and lawful;
  - publish your own acceptable use rules and complaint mechanisms for your end-users where appropriate;
  - respond promptly to any notice we forward to you concerning allegedly illegal or AUP-violating content; and
  - indemnify IEE against any claim arising from content you host on our services in breach of this AUP or applicable law.
9. IEE reserves the right to remove, disable access to, or otherwise restrict any content hosted on our services that we, acting reasonably, consider to be illegal, in breach of this AUP, or for which we have received a valid take-down notification under section 77 of ECTA forwarded to us by ISPA in its capacity as recognised Industry Representative Body.

**Managed services**

10. Where IEE provides managed services to you (including managed IT, managed hosting, managed networking, or other services that involve IEE accessing or operating systems on your behalf), you must:
- ensure that you have all necessary rights and authorisations to grant IEE the access required to deliver the service;
  - not require IEE to perform any act that would breach this AUP, applicable law, or any third-party right;
  - comply with any reasonable security and operational requirements communicated to you by IEE; and
  - ensure that any data we process on your behalf is collected and processed in accordance with applicable law, including POPIA.

## Reporting unacceptable use

11. If you become aware of any use of IEE's services in contravention of this AUP, please report it to us immediately at:

**Email:** abuse@[ieedomain]

**Telephone:** [abuse contact telephone number]

12. Reports should include, where possible, sufficient detail to allow IEE to investigate the matter, including: the nature of the alleged abuse; the URL, IP address, email address, or account identifier involved; date and time of the incident; relevant log entries or message headers; and your contact details for follow-up. Anonymous reports will be accepted but may be more difficult to investigate.
13. IEE will acknowledge reports of abuse within a reasonable period of receipt and will investigate each report on its merits. Action taken may include warning, suspension, or termination of the offending account, removal of content, and where appropriate, cooperation with the South African Police Service or other competent authorities.

## Enforcement

14. Where IEE, acting reasonably, considers that you have breached this AUP, IEE may, depending on the seriousness of the breach and without prejudice to any other rights or remedies in law:
- issue a warning;
  - require you to remedy the breach within a specified period;
  - suspend the affected service or account, in whole or in part;
  - restrict, throttle, or filter the affected service;
  - remove or disable access to specific content;
  - terminate the service agreement;
  - recover from you any costs reasonably incurred by IEE in dealing with the breach; and / or
  - report the matter to the South African Police Service or other competent authority.
15. Except in cases of serious or repeated breach, illegality, or risk to network integrity or third parties, IEE will give you reasonable prior notice of, and an opportunity to remedy, the breach before suspension or termination takes effect.
16. In cases involving content alleged to be CSAM, terrorist content, or other content of an urgent and serious nature, IEE will act immediately and may, in addition to the

above, preserve relevant evidence and report the matter to the South African Police Service in accordance with our internal compliance processes and applicable law.

### Fair dealing, pricing, and service levels

17. In our dealings with you, with other customers, with other businesses, and with ISPA, we commit to acting fairly, reasonably, professionally, and in good faith, in accordance with clause 10 of the ISPA Code of Conduct.
18. Pricing and other material information about our services will be clearly and accurately conveyed to you before you take up any service. Material information includes, where applicable: details of the service such as upload and download speeds, bandwidth caps, contention ratios, and service levels; the term of the service agreement; the application of this AUP and our Fair Use Policy; how payment is effected; and any out-of-bundle pricing.
19. We will only offer service levels that are reasonably within our technical and practical abilities, in accordance with clause 11 of the ISPA Code of Conduct. We will not knowingly misrepresent the capabilities of our services.
20. We will comply with all compulsory advertising standards and regulations applicable to our services, in accordance with clause 12 of the ISPA Code of Conduct.

### Cooperation with law enforcement and the courts

21. IEE may be required by law to disclose information about you, your use of our services, or content hosted by you, in response to:
  - a direction issued by a court under the Protection from Harassment Act, 17 of 2011;
  - a direction issued by a court under the Domestic Violence Act, 116 of 1998 (as amended);
  - a direction issued by a maintenance court under the Maintenance Act, 99 of 1998;
  - a direction, take-down notification, or information request under the Films and Publications Act, 65 of 1996 (as amended);
  - a direction, subpoena, or warrant under RICA, the Cybercrimes Act, the Criminal Procedure Act, 51 of 1977, or any other applicable law; and
  - a valid take-down notification under section 77 of ECTA forwarded to us by ISPA.
22. Where required by law, IEE will comply with such directions and notifications. We will not notify you of any such direction or notification where we are prohibited by law from doing so, or where doing so would prejudice an investigation.

### Take-down notifications

23. If you wish to lodge a complaint regarding allegedly unlawful content hosted on IEE's services, the formal mechanism is to submit a take-down notification under section 77 of ECTA to ISPA, in its capacity as the recognised Industry Representative Body. ISPA's take-down notification process is published at <https://ispa.org.za/tdn/>.
24. Take-down notifications submitted directly to IEE will, where appropriate, be redirected to ISPA. We may, in our discretion and where the matter is manifestly clear or urgent, act on a direct complaint without requiring formal ISPA notification, but we are not obliged to do so.

### Changes to this AUP

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**25.** We may amend this AUP from time to time, including to reflect changes in law, regulation, the ISPA Code of Conduct, our service offering, or our internal compliance processes. If we make a material change, we will give you reasonable prior notice by:

- posting a prominent notice on our website at [IEE website URL];
- sending you an email at the address you have registered with us; or
- notifying you through our customer portal.

**26.** Your continued use of our services after the effective date of any amendment constitutes your acceptance of the amended AUP.

## Contact

**27.** Please send any query or matter relating to this AUP to:

### Compliance Officer

**Email:** [compliance@iee.co.za](mailto:compliance@iee.co.za)

**Telephone:** [compliance contact telephone number]

**Postal address:** [IEE registered postal address]

**28.** For abuse reports, please use the contact details under “Reporting unacceptable use” above.

## Version History

**1.0** – Initial version. Drafted with reference to clauses 8, 9, 10, 11, and 12 of the ISPA Code of Conduct, and the ISPA Advisory “Standard Terms and Conditions, Privacy Policies and AUPs” (March 2018).