

## **ACCEPTABLE USE POLICY**

### **1. Introduction**

- 1.1. In this AUP, any capitalised terms not defined herein shall be as defined in the Website Terms, and vice versa.
- 1.1. The following terminology applies to this Acceptable Use Policy (“**AUP**”) and any reference to: (a) “*the user*” refers the clients, visitors and/or users of Website; and (b) “**AUP**” refers to this Acceptable Use Policy.
- 1.2. This AUP should be read together with our Website Terms and in the event of any conflict between this AUP and Website Terms, the terms of this AUP will apply when such conflict pertains to the use of our Website .
- 1.3. By accessing and using this Website you agree to be bound by this AUP. If you do not wish to be bound by this AUP, then you are not allowed to use this Website and should immediately terminate such access and/or usage.
- 1.4. You agree that your use of this Website is for lawful Purposes only. You agree that you will not use this Website for any unlawful activity, including committing a criminal offence, gaining unauthorised access to other computer systems, or transmitting unlawful material.

### **2. Audience**

- 2.1. This AUP applies to all visitors and members to our Website.
- 2.2. You are required to read and understand the contents of this AUP Policy and how it relates to your Personal Information. If you do not agree with this AUP, please do not proceed with our Website. Your continuous use of our Website signifies your consent to comply with this AUP.

### **3. Overview**

- 3.1. Cuppa’s intention for publishing this AUP is not to impose restrictions that are contrary to its established culture of openness, trust, and integrity but to showcase its commitment to complying with legislation and ensuring all

its users have the ability to access and navigate its Website or interact with Cuppa through social Platforms enabled via the Website without interference or harassment from other users. This AUP is designed to help achieve these goals. By accessing and/or using our Website, the user agrees to comply with this AUP and to remain responsible for its use, where applicable.

#### 4. **Purpose**

4.1. The Purpose of this AUP is to outline the acceptable use of our Website and to define the accepted behaviour of users on the aforesaid. This allows us to: -

- a) maintain the integrity and quality of our Website;
- b) protect our clients, users, Website from abuse; and
- c) co-exist within the e-commerce community as a responsible professional product and services provider.

#### 5. **CUPPA Platforms**

5.1. Although Cuppa has used its reasonable efforts to ensure the security, reliability of its Website, the user acknowledges that Cuppa is unable to exercise control over the data passing over the network and the Internet, including but not limited to any websites, electronic mail transmissions, social platforms or other material created or accessible over its network. Therefore, Cuppa is not responsible for any data transmitted over its network.

5.2. To help protect the integrity of our Website and to further ensure that all users have fair and equal ability to access, navigate, purchase and/or interact via the Website, the user must refrain from engaging in any activity that compromises or threatens Cuppa's network, Internet and/or ability to provide the products and/or services in a reasonable and efficient manner to all other users. Cuppa reserves the right, through its network operator,

to take necessary steps, to prevent improper or excessive usage thereof which includes without being limited thereto: -

- a) limiting throughput;
- b) preventing or limiting service through specific ports or communication protocols; and/or
- c) complete termination of service to customers who grossly abuse the Website and/or network through improper or excessive usage.

5.3. Violations of our Website and/or system or security are prohibited and may result in criminal and civil liability. Cuppa will investigate incidents involving such violations and may involve, or will cooperate with, law enforcement agencies if a criminal violation is suspected.

## 6. **Prohibited Activities**

### 6.1. **General Prohibitions**

6.1.1. Cuppa prohibits the user from obtaining, disseminating, or Facilitating over Cuppa's network or via Platforms, any unlawful materials, including but not limited to: -

- a) copying or dealing in intellectual property without authorization;
- b) child pornography; and/or
- c) any unlawful hate-speech materials.

6.1.2. The user is further prohibited from using the products and/or services in any way that is: -

- a) unlawful, incitement to commit criminal acts, harmful to or interferes with use of Cuppa's Website or operator network or systems, or the network of any other provider;

- b) interferes with the use or enjoyment of Cuppa's Website received by others;
- c) infringes intellectual property rights;
- d) results in the publication of threatening or offensive material, which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or
- e) constitutes abuse, a security risk, or a violation of privacy.

6.2. Failure to adhere to the rules and guidelines or agreements applicable to search engines, social networks, *web pages*, applications or the like that are accessed via a link from Website is a violation of this AUP.

## 7. **Unlawful Activities**

7.1. Our Websites and/or Platforms shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. The user acknowledges that Cuppa reserves the right to decline to provide and/or enable access to Platforms in general and/or specially to the Website if the content is determined by Cuppa to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libellous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

## 8. **Violation of Intellectual Property Rights**

8.1. For the Purposes of this notice, "**Intellectual Property Rights**" means trademarks (whether registered or not), inventions, patents (both registered and unregistered), copyrights, registered and unregistered designs, know-how and other intellectual property vesting in Cuppa including any branding or logos and any content contained on our Website.

8.2. Whilst the user may obtain and download any materials marked as available for download off the Internet via Website, the user acknowledges that it is not permitted to use their Internet access to distribute any copyrighted materials unless permission for such distribution is granted to the user by the owner of the materials. The user shall further not use the products and services to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the Intellectual Property Rights or privacy or publicity rights of Cuppa or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

## 9. **Security**

### 9.1. **Website Security**

9.1.1. All references to systems and networks in this AUP include but not limited thereto, the Internet, Website owned and managed and operated by Cuppa's network operator. The user acknowledges that violations of any system security is prohibited. As such, the user may not circumvent user authentication or security of any host, device, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, device, or network. The host, device, network, or account shall also not be used for any illegal purpose, including phishing. Violations of system security by the user are prohibited and Cuppa will investigate incidents involving such violations and will involve and co-operate with law enforcement officials if a criminal violation is suspected. The

following are (without being limited thereto), examples of system or network security violations: -

- a) unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorization of Cuppa;
- b) unauthorized monitoring of data or traffic on the network or systems or any other action aimed at the unauthorized interception of data or harvesting of email addresses;
- c) hacking, attacking, gaining access to, breaching, circumventing, or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software, or data without express authorization of the owner of the system or network;
- d) interfering with service to any user, device, host, or network or using any program, file, script, or transmission of any message, including, without limitation, mail bombing, flooding and/or any other act intended to overload a system, interfere with a terminal session or access to use the Internet and other means of communication; and
- e) knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking.

## 9.2. Platform Security

For security purposes and to ensure that our Platforms remain available to all users, Cuppa employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Our Platforms may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Cuppa's systems 's (.

## 10. **User Responsibility**

10.1. Whilst we use our reasonable endeavours to ensure security of our network and/or systems, the user acknowledges that we do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of our network, systems and/or any services. The user remains solely and fully responsible for: –

10.1.1. ensuring and maintaining security of their systems and the machines that connect to and use services, including implementation of necessary patches and operating system updates;

10.1.2. the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using our website and/or services.

10.2. Cuppa has no responsibility for any material created on Platforms or accessible using Platforms including content provided on third-party Websites linked to Platforms. Such third-party links are provided as Internet navigation tools for informational Purposes only, and do not constitute in any way an endorsement by Cuppa of the content(s) of such sites.

10.3. The Users are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

**11. Prevention and Management of Abuse**

11.1. Cuppa reserves all its rights to implement appropriate technical mechanisms to prevent usage patterns in violation of this AUP. Cuppa further reserves the right to take such action as may be necessary to protect the integrity of Platforms, network and/or system, including, but not being limited to, network and/or system monitoring, as well as protocol management and shutting down of ports affected by viruses, worms, or other malicious code. Upon receipt of a complaint, or having become aware of an incident, Cuppa reserves the right to:-

- 11.1.1. inform the user's network administrator of the incident and require the network administrator or network owner to deal with the incident according to this AUP;
- 11.1.2. in the case of individual users suspend the user's account and withdraw the user's network access privileges completely;
- 11.1.3. charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
- 11.1.4. in severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means;
- 11.1.5. take such action as may be necessary to protect the integrity of the system, including, but not being limited to, system monitoring, as well as protocol management and shutting down of ports affected by viruses, worms or other malicious code; and
- 11.1.6. 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.

**12. Laws and Legislation**

- 12.1. Platforms may be used only for lawful Purposes. Users may not violate any applicable laws or regulations of South Africa within the territory of South Africa. Should the user reside outside of South Africa, the laws of the South Africa will apply.
- 12.2. Transmission, distribution, or storage of any material on or through Platforms in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- 12.3. The user undertakes to use Platforms in accordance with any restrictions imposed under the following legislation amongst others:
  - 12.3.1. Electronic Communications and Transactions, 2002 (Act No. 25 of 2002), as amended;
  - 12.3.2. Electronic Communications, 2005 (Act 36 of 2005), as amended;
  - 12.3.3. Films and Publications, 1996 (Act 65 of 1996), as amended.
  - 12.3.4. Regulation of Interception of Communications and Provision of Communication -relation Information Act, 2002 (Act No. 70 of 2002) as amended;
  - 12.3.5. Protection of Protection of Personal Information Act, 2013 (Act No. 4 of 2013);
  - 12.3.6. All cases of violation of the above AUP should be reported to [info@cuppasolutions.co.za](mailto:info@cuppasolutions.co.za) – AUP Enforcement and Notice.
- 12.4. The user's failure to observe the guidelines set forth in this AUP will be regarded as a material breach and may result in Cuppa taking actions, which may either be a warning, a suspension or termination of user's access to and use of the Platforms. When reasonably possible, Cuppa may

provide the user with a notice of an AUP violation allowing the user to promptly correct such violation.

- 12.5. If Platforms are used in a way that we, in our reasonable discretion, believe violates this AUP or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of social posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the services or your account.
- 12.6. Should you engage in any one or more of the above activities, which shall be determined in Cuppa's reasonable discretion and which decision shall be final, then Cuppa shall be entitled, without prejudice to any other rights it may have, to take any responsive action we deem appropriate, such actions may include, without limitation:
  - 12.6.1. Without notice, **TEMPORARY** or **PERMANENT LIMITATION, RESTRICTION or SUSPENSION** of your access to the IP service concerned.
  - 12.6.2. **TERMINATE** all agreements with you with immediate effect.
  - 12.6.3. **BILL** you for any costs incurred by Cuppa because of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of Cuppa's name or registered domain names; and
  - 12.6.4. **DISCLOSE** information relating to the offending activity as may be required under the circumstances.
- 12.7. Cuppa has no obligation to monitor content of any materials distributed or accessed using the IP services. However, Cuppa may monitor content of any such materials as necessary to comply with applicable laws, regulations

or other governmental or judicial requests; or to protect Cuppa's network and its clients or users.

### 13. **Incident Reporting**

13.1. Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by a client or user should be directed to Cuppa and must include details that would assist Cuppa in investigating and resolving such complaint.

### 14. **Legal Rights**

14.1. Cuppa reserves the right to take any action that it may deem appropriate with respect to any activity it deems in contravention with this AUP which activity shall include without limitation: (1) investigating suspected violations of this AUP; (2) taking action to recover costs and expenses incurred in identifying offenders and/or resolving abuse; and (3) terminating the Users' access to and use of the Internet as well as any other service accessed via the Internet. In addition, the Cuppa reserves all available rights and remedies with respect to such activities at law or in equity.

14.2. This AUP forms part of Cuppa's standard terms and conditions for access and use of Platforms.

### 15. **Notification of Changes**

15.1. Cuppa reserves the right to amend, replace and/or change this Privacy Policy from time to time as it deems fit and appropriate. The latest version of our AUP will be published on our Website to ensure that you are kept informed at all times.

15.2. It is your responsibility to be aware of any such revised AUP by checking this Website. Your continued use of this Website will signify your acceptance of any adjustment to this AUP.

15.3. Your access to this Website indicates your understanding, agreement to and acceptance, of our AUP.