



Acceptable Use Policy

1 General

- 1.1 This Acceptable Use Policy ("AUP") applies to the use of all Services provided by Campana Mythic Company Limited, ("Campana") to its Customers. The Customer hereby agrees to adhere to this AUP, and to formally communicate this AUP to users of Services provided by Campana.
- 1.2 By contracting with Campana for Services in terms of the Standard Terms and Conditions, OF and/or any other agreement, any Customer and its internal users agree to be bound by this AUP. Any defined terms under such agreement shall apply to this AUP.
- 1.3 The purpose of this AUP is to ensure the lawful and proper use of the Services in accordance with the applicable laws and/or Campana's requirements, including for the protection of the Campana Network.
- 1.4 The Customer acknowledges and agrees that Campana may amend this AUP from time to time and the Customer shall be bound by such amendments.

2 Acceptable Use

- 2.1 Customer shall use the Services for internal business purposes only and shall not have the right to resell, sublicense, lease or otherwise transfer the provision of the Services to any third party.
- 2.2 Customer shall use a service only for the purposes for which it is designed and provided, and shall be solely responsible for any fraudulent, unauthorized or improper use of a Service (including the use of any Equipment and/or facilities). Customer shall be solely responsible for the following: (a) content of information and communications transmitted using the Services; and (b) use and publication of communications and/or information using the Services. Customer acknowledges and agrees that Campana is only an intermediary for the transmission of Customer and third party information, that Campana plays a passive role as a conduit of information for Customer and third parties, and that Campana neither initiates the transmission of information, selects the receivers of the transmission, nor selects nor modifies the information contained in the transmission.

3 Unacceptable Use

- 3.1 Customer shall not (and shall ensure that its internal users shall not) take any steps or fail to take any steps which directly or indirectly:
 - 3.1.1 damages the Campana Network (or any networks interconnected to Campana Network), any Equipment or facilities or any part thereof; or
 - 3.1.2 commit an act or omission which constitutes an abuse of the Campana Network, the Services and/or the provision of any other services to any other Campana customers.

- 3.2 Customer shall not and shall ensure that its internal users do not use the Campana Network and/or Services to transmit, store or distribute any content or material which violates the applicable laws, including:
- 3.2.1 where such action would violate any applicable laws including, without limitation, laws prohibiting child pornography; obscenity; discrimination (including (without limitation) racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm;
 - 3.2.2 the creation or transmission (other than for properly supervised and lawful research purposes) of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material;
 - 3.2.3 where such action violates any intellectual property laws including laws concerning local and international copyright, trademarks and/or trade secrets;
 - 3.2.4 any effort to use Campana's or Customer's Services in a way that circumvents or would circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
 - 3.2.5 the forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
 - 3.2.6 any attempt to use Campana Network or Services in a way that breaches or would breach the security of another user's account or that gains or would gain access to any other person's computer, software, or data or otherwise threaten another person's privacy, without the knowledge and consent of such person;
 - 3.2.7 any activity which threatens to disrupt the Campana Network or Services through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorized probes of other networks;
 - 3.2.8 any unsolicited mass mailing activity including direct marketing, spam and chain letters for commercial or other purposes, without the prior consent of the recipients of those mails;
 - 3.2.9 any failure to secure a server that is connected via Campana Network or Services to the Internet against being abused by third parties as an open relay or open proxy;
 - 3.2.10 any other use which, although not expressly mentioned herein, is similar or analogous to unacceptable use, or any unacceptable use notified by Campana from time to time;
 - 3.2.11 any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic of South Africa or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material;
 - 3.2.12 any violation of another's right to privacy, including any effort to collect personal data of third parties without their consent;
 - 3.2.13 any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another customer without their consent; or any attempt to enter into a transaction with Campana on behalf of another customer without their consent;
 - 3.2.14 any violation of the exchange control laws of the Republic of Myanmar;
- and



3.2.15 any activity that results in the sale, transmission or distribution of pirated or illegal software or content.

4 Campana's Rights

4.1 Campana offers unlimited bandwidth usage as part of the Services however this is subject to reasonable and responsible usage, as determined at Campana's discretion. Campana reserves the right to take any steps necessary to ensure that any customer's unreasonable usage does not negatively impact on another customer's access to the Services.

4.2 Campana reserves the right to implement technical mechanisms which prevent usage patterns in violation of this AUP. Campana further reserves the right to take such action as may be necessary to protect the integrity of its systems (including Equipment and/or facilities).

4.3 Campana will not be liable or responsible for the backing up, restoration or loss of data under any circumstances. Customers are solely responsible for ensuring their data is regularly backed up and for restoring such backups in the event of data loss or corruption.

5 Suspension

5.1 Campana reserves the right to monitor usage on the Services in accordance with the applicable laws, but is under no obligation to do so.

5.2 In the event of a breach of this AUP, Campana may suspend use by the Customer of the Services without prior notice until such time as the unacceptable use has ceased and the Customer has given Campana a written undertaking (to Campana's satisfaction) that the Customer shall take all such steps as are required to ensure that such unacceptable use does not re-occur. Notwithstanding the foregoing, Campana may take any other action which it deems appropriate against the Customer for any violation hereof, which action may include (without limitation) the termination of the Customer's Services to that user, or the termination of the Campana's Services to the Customer.

5.3 Campana reserves the right to, where feasible, implement technical mechanisms to prevent any violation of the Acceptable Use Policy. In addition, Campana reserves the right to charge the Customer to cover administrative costs associated with the prohibited activities of the Customer including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them Service, in an amount:

5.3.1 equal to Campana actual expenses incurred in preventing or responding to such activity,

5.3.2 or up to USD 10000, whichever is greater.

6 Reports and Contacting Campana

6.1 Each Customer must report to Campana by e-mail to customerservice@campanaworks.com any violations of the Acceptable Use Policy promptly after first becoming aware of such violation and shall



provide all reasonable assistance to Campana to investigate and resolve any reported claims, complaints and/or problems arising out of the Services.

- 6.2 Customers must immediately report to Campana by e-mail to customerservice@campanaworks.com any network issue that might compromise the stability, continuity or security of the Services. Customers must co-operate with Campana and any properly authorised law enforcement or regulatory authority or body to investigate claims of criminal, illegal or other inappropriate behavior.
- 6.3 Any complaints or enquiries regarding any breach of the Acceptable Use Policy should be sent by e-mail to customerservice@campanaworks.com.

7 Disclaimer and Indemnity

- 7.1 While Campana reserves the right to edit or remove any content that it deems to be in breach of this AUP or is otherwise harmful or offensive, Campana does not intend to review, monitor or control content sent or received by Customers using the Services unless required by law and accordingly Campana accepts no responsibility or liability to Customers or any other person for the content of any communications that are transmitted by or made available to Customers or its users, regardless of whether they originated from the Campana Network or the Services.
- 7.2 In no event shall Campana be liable to any user of its Services (Customer or its internal user) nor any third party for any direct, indirect, special or consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise.
- 7.3 Customer indemnifies Campana and holds it harmless against any claims (a) arising from a breach of this AUP; and/or (b) by third parties in respect of prohibited or unlawful activities conducted by Customer or its internal users.