

Acceptable Use Policy

Nexus ISP makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such services or as required under regulatory or lawful enforcement. This Acceptable Use Policy (AUP) is designed to assist in protecting the Nexus ISP network, its services, users and the internet community as a whole from improper and/or illegal activity over the internet and use of the Nexus ISP network. Nexus ISP, at its sole discretion may immediately terminate any service agreement if it is found that the Client is in breach of this AUP.

1. Client Content

Client agrees that it will not distribute, electronically transmit or display any materials supplied by Client or through Client by a third party on any Nexus ISP Service which may:

- 1.1 violate any domestic or foreign laws or regulations;
- 1.2 infringe on any intellectual property rights (including but not limited to, copyright, trademark, patent or other proprietary rights) of Nexus ISP or any third party;
- 1.3 are defamatory, slanderous or trade libelous;
- 1.4 are threatening or harassing;
- 1.5 are discriminatory based on gender, race, age or promotes hate;
- 1.6 violate the terms and conditions as set out in this Agreement or any other agreement between Client and Nexus ISP;
- 1.7 contain viruses or other computer programming defects which result in damage to Nexus ISP or any third party.

2. Transmission of Unsolicited Electronic Mail

Client shall not use the Services for the transmission of unsolicited electronic mail, chain letters, junk mail or any use of distribution lists to any person who has not given express permission to be included in such list ("spam"). Client shall not engage in the transmission of electronic mail or other forms of communication while using the Services, or otherwise, that makes mention of or reference to any domain hosted on the Nexus ISP network or registered by Nexus ISP without the express permission of Nexus ISP.

Nexus ISP reserves the right to intercept and/or block any incoming or outgoing electronic mail sent to or from the Nexus ISP network or through the use of any Services provided by Nexus ISP to Client should such electronic mail be identified as possible spam or be in contravention of these Standard Terms and Conditions of Service. Nexus ISP further reserves the right to terminate any and all Services or limit portions thereof provided to Client should it be determined that Client has engaged in the transmission of spam, whether done so knowingly or otherwise.

Where it is determined by Nexus ISP or its upstream providers that Client is engaging in the transmission of spam through the use of the Service, Nexus ISP or its upstream providers can without notice enforce a block to all outbound transmission of electronic email traffic, thus preventing Client from sending any electronic mail to any network whilst using the Service. Client is required to investigate and immediately take the necessary actions to stop further transmission of spam. Client will be required to provide Nexus ISP with a full and clear explanation as to what preventative measures Client has implemented to ensure no repeat offenses occur after which at the discretion of Nexus ISP and its upstream providers, the blocking of this traffic shall be lifted from the Service.

For more information on spam Client is encouraged to consult the Electronic Communications and Transmissions Act.

3. Upstream Providers Acceptable Use Policies

Nexus ISP makes use of upstream providers to provide Services, some of these upstream providers employ separate Acceptable Use Policies of their own which are made available on the Nexus ISP website and are updated from time to time. Client agrees to read and abide by the upstream providers Acceptable Use Policies as well as the Nexus ISP Acceptable Use Policy.

Upstream provider specific Acceptable Use Policies includes:

3.1 Internet Solutions Services

A copy of this policy is located at the URL <http://www.nexus.co.za/legal/ISAUP.pdf>. Clients making use of Internet Solutions Services as provided by Nexus ISP are required to read and abide to the Internet Solutions Acceptable Use Policy. Internet Solutions also enforces its own Fair Usage Policy over all uncapped ADSL services, a copy of the Fair Usage Policy is available at the URL <http://www.nexus.co.za/legal/ISUCFUP.pdf>.

4. Web Hosting

4.1 Scripts / Server Resources

While Nexus ISP makes a number of scripting services available to customers using web hosting services, these scripting services do have the potential to consume large amounts of server resources. Nexus ISP reserves the right to stop any such script service should it be deemed to be using an unreasonable amount of server resources that would have the potential to detriment any other web hosting users. Nexus ISP further reserves the right to stop/suspend or cancel (in line with our Standard Terms & Conditions of Service) any web hosting account that is deemed to be abusing such server resources.

4.2 Disk Space

4.2.1 Web hosting services which include an allotted limit for allowable disk space are not expressly suspended when such limit is exceeded, however Nexus ISP reserves the right to charge for such overage. Should such overuse become excessive however, Nexus ISP reserves the right to suspend or cancel such web hosting service (in line with our Standard Terms & Conditions of Service).

4.2.2 While our Unlimited web hosting service provides an unlimited disk space allowance, Nexus ISP reserves the right to issue a suspension/cancellation (in line with our Standard Terms & Conditions of Service) on any customer's service, where it is deemed to be using an unreasonable amount of disk space and/or which could be detrimental to the overall health of the server on which such service resides, thus impacting other web hosting customers.

4.3 Unlimited Traffic

While Nexus ISP offers unlimited web traffic on web hosting services, we reserve the right to throttle, shape, suspend or cancel (in line with our Standard Terms & Conditions of Service) any service where the traffic usage becomes excessive to the point of causing a degradation of service to other web hosting customers or to the network as a whole.