

Acceptable Use Policy

All JTL Faiba Customers should read this document. Even if you don't read the following Acceptable Use Policy (AUP), by accessing the Services through us you agree to adhere to the terms and conditions below. If you do not wish to agree to these terms and conditions, you may not access or use our services.

You are responsible for the policy written here and your account **WILL BE DISABLED WITHOUT WARNING** if you violate it.

JTL's objective is to provide the highest quality of internet service available. In order to do so, JTL prohibits certain practices and behaviors it deems harmful to both our network and to the internet community at large.

JTL Faiba sets forth an Acceptable Use Policy (AUP) with the intent of protecting our service, our customers, and other users of the Internet from potentially abusive actions taken by JTL Faiba customers. The following policy is non-exclusive; any action about which there is doubt should be referred to JTL for evaluation. JTL may alter this policy from time to time as need dictates. Updated policies will be posted on JTL Faiba website - www.faiba.co.ke

Compliance Required

All customers must comply with this AUP. JTL reserves the right to terminate or suspend service immediately or to otherwise disconnect, remove, block, filter or restrict your use of service if JTL determines, in its sole discretion, that such use violates this AUP. JTL will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. If JTL believes that you have used service for an unlawful or unauthorized purpose, JTL may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to JTL forwarding of any such communications and information to these authorities. In addition, JTL may provide information in response to law enforcement requests, lawful government requests, subpoenas, and court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or others.

Service Monitoring

JTL is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of service. However, JTL may monitor the usage, bandwidth, transmissions and content of service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate service properly or to protect itself, its network and its customers and subscribers. JTL Faiba reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to service.

Email Compliance

Acceptable use of Email does NOT include:

- Sending unsolicited mass mailings of any nature, including those with a "negative option" for continuation. The negative option is inviting those who do not wish to receive more email to reply to you.
- Sending a large number of email messages, or singularly large email messages, to a single address in order to flood someone's mailbox.
- Forging email headers to obscure the true originator of the message.
- Creating or participating in pyramid schemes or chain letters.
- Sending harassing email, either by language, size, or frequency. This includes sending email (or real time) messages to a person who has asked explicitly that you do not.
- Using email in any manner that violates local, state or federal law, including without limitation using email to transmit any material whose transmission is unlawful under any local, state or federal law applicable to such transmission.

Network

Acceptable use of the JTL Faiba network facilities does NOT include:

- Attempting to circumvent user authentication or security of any host, network, or account on JTL Faiba systems or the Internet at large ("cracking"). This includes scanning or probing ports without the consent of the owner of the machine being scanned.
- Use of JTL Faiba systems or networks (willfully or negligently) in a manner that encumbers processors, bandwidth, or other system resources so as to interfere with others' normal use of services on JTL Faiba or other systems and networks ("denial of service" attack).
- Using the JTL Faiba network facilities in any manner that violates any law.

The examples of unlawful or unauthorized activities listed herein are non-exclusive and are provided solely for guidance to customers. JTL reserves the right to take action on unlawful or unauthorized activities which are not specifically listed in the AUP.

READ CAREFULLY: By signing **THE SERVICE AGREEMENT AND/OR USING THE SERVICE**, you acknowledge that you have carefully reviewed and are fully familiar with this Acceptable Use Policy, and you agree to comply with all of the terms, conditions and provisions contained herein.