

Acceptable Use Policy of the Customer Care Portal

This Policy forms part of the Agreement between the User and Famous Brands and is binding on User using the Famous Brands CX Portal. The AUP sets out in detail what forms of conduct Famous Brands regards as unacceptable on the part of its Users and the steps, which Famous Brands may take in response to unacceptable use of its services. Please take the time to acquaint yourself fully with the provisions of this Policy.

1. General

1.1 The User agrees, without limitation or qualification, to be bound by this Policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to the User in connection with the Services.

1.2 The purpose of this AUP is to:

- Ensure compliance with the relevant laws of the Republic;
- Specify to Users activities and online behaviour are considered an unacceptable use of the service;
- Protect the integrity of Famous Brands network; and
- Specify the consequences that may flow from undertaking such prohibited activities.

1. Famous Brands respects the rights of Users of the Famous Brands CX Portal to freedom of speech and expression, access to information, privacy, human dignity, religion, belief and opinion.

2. Unacceptable Use

2.1 Famous Brands services may only be used for lawful purposes and activities. Famous Brands prohibits any use of its Services including the transmission, storage and distribution of any material or content using Famous Brands network that violates any law or regulation of the Republic. This includes, but is not limited to:

2.1.1 Any violation of local and international laws prohibiting child pornography, obscenity, discrimination (including racial, gender or religious slurs) and hate speech, or speech designed to incite violence or hatred, or threats to cause bodily harm.

2.1.2 Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.

2.1.3 Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets.

2.1.4 Any violation of another's right to privacy, including any effort to collect personal data of third parties without their consent.

2.1.5 Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another User without their consent; or any attempt to enter into a transaction with Famous Brands on behalf of another User without their consent.

2.1.6 Any violation of the exchange control laws of the Republic.

2.1.7 Any activity that results in the sale, transmission or distribution of pirated or illegal software.

3. Threats to Network Security

3.1 Any activity, which threatens the functioning, security and/or integrity of Famous Brands network, is unacceptable. This includes:

3.1.1 Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by Famous Brands for this goal.

3.1.2 Any effort to use Famous Brands CX Portal to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking").

3.1.3 Forging of any TCP/IP packet headers (spoofing) or any part of the headers of an email or a newsgroup posting.

3.1.4 Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person.

3.1.5 Any activity which threatens to disrupt the Famous Brands CX Portal offered by Famous Brands through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks.

3.1.6 Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus, trojan horse, worm, malware, botnet or other harmful, destructive or disruptive component.

3.1.7 Any unauthorised monitoring of data or traffic on the network without explicit, written consent.

3.1.8 Running services and applications with known vulnerabilities and weaknesses, e.g. insufficient anti-automation attacks, any traffic amplification attacks, including recursive DNS attacks, SMTP relay attacks.

3.1.9 Failing to respond adequately to a denial of service attack (DOS / DDOS).

4. Spam and Unsolicited Bulk Mail

4.1 Famous Brands regards all unsolicited bulk email (whether commercial in nature or not) as spam, with the following exceptions:

4.1.1 Mail sent by one party to another where there is already a prior relationship between the two parties and the subject matter of the message(s) concern that relationship;

4.1.2 Mail sent by one party to another with the explicit consent of the receiving party.

4.2 Famous Brands will take swift and firm action against any user engaging in any of the following unacceptable practices:

4.2.1 Sending unsolicited bulk mail for marketing or any other purposes (political, religious or

Commercial) to people who have not consented to receiving such mail.

4.2.2 Using any part of Famous Brands infrastructure for the purpose of unsolicited bulk mail, whether sending, receiving, bouncing, or facilitating such mail.

4.2.3 Operating or maintaining mailing lists without the express permission of all recipients listed. In particular, Famous Brands does not permit the sending of "opt-out" mail, where the recipient must opt out of receiving mail, which they did not request. For all lists, the sender must maintain meaningful records of when and how each recipient requested mail.

4.2.4 Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients or a recipient who has indicated s/he wishes to be removed from such list, or failing to provide the recipient with a facility to opt-out.

4.2.5 Using Famous Brands service to collect responses from unsolicited email sent from accounts on other Internet hosts or e-mail services that violate this AUP or the AUP of any other Internet service provider. Advertising any facility on Famous Brands infrastructure in unsolicited bulk mail (e.g. a website advertised in spam).

4.2.6 Including Famous Brands name in the header or by listing an IP address that belongs to Famous Brands in any unsolicited email whether sent through Famous Brands network or not.

5. Users Outside of South Africa

5.1 Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply to the user. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, Famous Brands will assist foreign law enforcement agencies (LEAs) in the investigation and prosecution of a crime committed using Famous Brands resources, including the provisioning of all personal identifiable data.

6. Hosting

6.1 Famous Brands offers bandwidth (web traffic) usage on a Hosting platform. However, this is subject to reasonable and responsible usage, as determined at Famous Brands discretion. Hosting is designed for serving Famous Brands CX Portal hosting requirements or that of other services. Famous Brands reserves the right to move or remove Users deemed to have excessive bandwidth usage. Users will be given notice as such, and will be informed.

6.2 Disk Space on Shared Hosting may only be used for Website Content, Emails and related System Files. General data storage, archiving or file sharing of documents, files or media not directly related to the website content is strictly prohibited. Unauthorised storage or distribution of copyrighted materials is prohibited, via FTP hosts or any other means.

6.3 Users will not be liable or responsible for the backing up, restoration or loss of data under any circumstances. Famous Brands is solely responsible for ensuring the data is regularly backed up and for restoring such backups in the event of data loss or corruption.

6.4 Famous Brands prohibits Users from doing the following:

6.4.1 Running applications that are not production-ready or defined as allowable by Famous Brands. Any applications on the hosting platform must be optimised with respect to memory usage and must have appropriate data indexing.

6.4.2 Running applications with inadequate security controls.

6.4.3 Generating significant side-channel traffic from an application, whether by design or otherwise. Databases should be stored locally, and remote content should be cached.

6.4.4 Failure to maintain proper “housekeeping” on a shared server including storing or generating useless content, including comment spam, unused cache files, log file and database entries.

6.4.5 Storing malicious content, such as malware or links to malware.

6.4.6 Maintaining long-running processes and long-running database queries. Storing or running back-door shells, mass mailing scripts, proxy servers, web spiders, phishing content, or peer-to-peer software.

6.4.7 Sending bulk mail of any form, particularly mail that cannot be efficiently delivered due to volume or incorrect addresses.

6.4.8 Using poor passwords.

6.4.9 Sharing security credentials with untrusted parties.

6.4.10 Running Torrents for download or Seed Servers.

6.4.11 Running TOR (or other Online Anonymity Services).

6.4.12 Otherwise circumventing the Acceptable Use Policy or intended use of the product.

6.4.13 The mining of cryptographic currencies on our Physical and Virtual hosting platforms. This causes considerable strain on our hosting resources outside of reasonable limits and is therefore prohibited.

7. Protection of Minors

7.1 Famous Brands prohibits Users from utilising the service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, and including child pornography and cyber bullying.

7.2 Famous Brands prohibits Users from utilising the service service to host sexually explicit or pornographic material of any nature.

8. User Responsibilities

8.1 Users are responsible for any misuse of Famous Brands CX Portal that occurs through the User’s account.

8.2 It is the Users responsibility to ensure that unauthorised persons do not gain access to or misuse the Famous Brands CX Portal and service.

8.3 Famous Brands urges Users not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the User and Famous Brands cannot be held liable for Users being placed on any bulk mailing lists as a result.

8.4 The User shall provide Internet and remote access to the Famous Brands CX Portal.

8.5 The User shall ensure that its employees, agents and sub-contractors comply with all requests, directions or regulations made known to the User in relation to Famous Brands CX Portal.

8.6 The User will manage, review, edit, create, update and otherwise manage all content on the Famous Brands CX Portal and services available on or through the Famous Brands CX Portal

8.7 The User acknowledges that Famous Brands has no obligation to pre-screen any content, which is posted as logged by Customers. The content will remain the ownership of The Famous Brands.

User security of any User accounts remains the sole responsibility of the User.

Famous Brands CX Portal.

Famous Brands CX Portal Famous Brands CX Portal Famous Brands CX Portal, with Users expressly forbidden with copying, sharing or distributing any content made available through the Famous Brands CX Portal.

8.14 Users shall respond promptly and professionally to any questions, comments and other reasonable requests regarding the Famous Brands CX Portal and associated content by and shall generally co-operate and assist Famous Brands in on-going maintenance.

9. Action Following Breach of the AUP

9.1 Upon receipt of a complaint, or having become aware of an incident, Famous Brands may, in its sole and reasonably-exercised discretion take any of the following steps:

9.1.1 In the case of Users, warn, suspend the Users account and/or revoke or cancel the Users Service access privileges completely

9.1.2 In the case of an abuse emanating from a third party, inform the third party's network administrator of the incident and request the network administrator or network owner to address the incident in terms of this AUP and/or the ISPA Code of Conduct (if applicable)

9.1.3 In severe cases suspend access of the third party's entire network until abuse can be prevented by appropriate means

9.1.4 In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;

9.1.5 Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;

9.1.6 Institute civil or criminal proceedings;

9.1.7 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; and/or

9.1.8 Suspend or terminate the Service as provided for in the Agreement.

9.2 This policy applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.

10. Reservation and Non Waiver of Rights

10.1 Famous Brands reserves the right to amend or alter this policy at any time, and without notice to the User.

10.2 Famous Brands reserves the right to take action against any individuals, companies or Organisations that violate the AUP, or engage in any illegal or unlawful activity while accessing Famous Brands services, to the fullest extent of the law.

10.3 Famous Brands reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over Famous Brands network or Famous Brands CX Portal.

10.4 Famous Brands does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should Famous Brands fail, neglect or elect not to enforce a breach of the AUP at any time



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