

# FAIR USE POLICY

## 1. GENERAL

- 1.1. The Fair Use Policy is an addendum to and is incorporated as part of the [Terms of Conditions](#) and the [Glossary of Terms](#). By using your Kastelo Mobile SIM, you agree to comply with these Terms and Conditions ("Terms"). You acknowledge and agree that by using your Kastelo Mobile SIM and/or all offerings related to the provision of the Mobile Services, you are engaging and entering into these terms with Kastelo Mobile (Pty) Ltd ("**Kastelo Mobile**"), a subsidiary of Kastelo SA (Pty) Ltd and affiliate of the Kastelo group of Companies ("**Kastelo**").
- 1.2. These Terms have been designed to promote the responsible use of the Mobile Services.
- 1.3. You are encouraged to read these Terms carefully before using the Mobile Services as described herein, as they affect your legal rights and obligations.
- 1.4. These Terms are intended to include all material Terms but are in no way exhaustive in relation to every and all circumstances that may from time to time become applicable when engaging Kastelo Mobile.
- 1.5. You acknowledge that these Terms are acceded to electronically and that you would be bound by such Terms in the event that Kastelo Mobile is mandated, overtly or tacitly, to execute the Service(s) described herein.
- 1.6. It shall be your responsibility to read through these Terms, and circumspect any concerns and/or uncertainties you may have, which concerns and/or uncertainties are to be directed, prior to accession hereof, to Kastelo Mobile for further elucidation.
- 1.7. Defined Terms used but not specifically defined in these Terms shall bear the meaning ascribed thereto in the Glossary of Terms available on the Website on which these Terms were obtained.
- 1.8. The purpose of these Terms is to ensure legal and regulatory compliance. It also aims to inform you of behaviour which is deemed unacceptable and the outcomes of engaging in prohibited activities. As a Subscriber of the Mobile Services, you are expected to comply with these Terms and not engage in any behaviour which is deemed unacceptable or a prohibited activity and should act in good faith and responsibility when using the Mobile Services.
- 1.9. All rights are reserved.
- 1.10. You agree that your use of the Mobile Services is subject to your compliance with these Terms. Kastelo Mobile reserves the right to take the necessary and appropriate action in the event of a transgression of these Terms, including but not limited to suspension or termination of access to the Mobile Services.

## 2. PROHIBITED ACTIVITIES AND UNACCEPTABLE USE

The following constitutes "**Prohibited Activities**" of these Terms, which, for the sake of disclosure, is strictly prohibited:

- 2.1. The undertaking, supporting, or facilitating of any criminal activity, including but not limited to, fraud, corruption, money laundering, terrorist financing, illegal gambling, or hacking;
- 2.2. Engaging in abusive activities, overloading our technological and/or digital infrastructures, taking actions that may harm our reputation or the performance of the Website and/or its associated functions, transmitting harmful materials, or exploiting our technological infrastructures;
- 2.3. Gaining unauthorised access to the Website, Kastelo App or any related platforms, functions or service(s), as well as transferring account access to a third party without our explicit consent;

- 2.4. Using the Website, Kastelo Platform, or any associated functions, services to support pyramid schemes, ponzi schemes, illegal MLM programmes, or the like;
- 2.5. Attempting to reverse engineer, decipher or decompile any software or functionality on the Website;
- 2.6. Engaging in fraudulent activities, including actions to defraud Kastelo Mobile or its clients, as well as providing false, inaccurate, or misleading information, as well as falsifying an identity or impersonating another person;
- 2.7. Transactions involving “darknet” markets or gambling sites;
- 2.8. Transactions involving narcotics or controlled substances;
- 2.9. Removal of any identification, trademark, copyright, or other notices from the Website;
- 2.10. Using the Website or any of its associated platforms, or Kastelo Mobile’s good name and reputation or services to generate unsolicited advertisement or representations;
- 2.11. Introducing any code, file, program, virus, worm, malware, or spyware intended to impair, overburden, exploit, seize or damage the operation of the Website or its associated functions and/or software;
- 2.12. Conducting activities that contravene Applicable Laws, including but not limited to laws governing data privacy, telecommunications, and intellectual property;
- 2.13. Using the SIM in IoT (Internet-of-Things) devices, such as sensors, unless explicitly authorised by Kastelo Mobile;
- 2.14. Bypassing Kastelo Mobile’s voice or data routing systems to reduce costs, such as through unauthorised SIM box usage;
- and which shall include assisting or mandating any other third party to engage in any of the Prohibited Activities.

Further to the above, the following constitutes “**Unacceptable Use and Behaviour**”, which for the sake of disclosure is strictly prohibited:

- 2.15. Use of the SIM in a device that is not enabled to make and receive voice calls, and send and receive Data;
- 2.16. You are prohibited from creating a call connection for any purpose other than direct person-to-person contact;
- 2.17. Leaving a call connection, in an unattended state for an extended period, such as using it as a passive listening device, is strictly prohibited;
- 2.18. Your SIM may not be used for -
  - 2.18.1. Least cost routing;
  - 2.18.2. Server hosting;
  - 2.18.3. International bypass;
  - 2.18.4. Payphone or call centre operations;
  - 2.18.5. Sim farming;
  - 2.18.6. Bulk calling services;
  - 2.18.7. Use of the Service to access illegal or illicit content;
  - 2.18.8. Push to Talk;

- 2.18.9. Scam and/or Phishing calls;
- 2.19. Sharing or selling the Mobile Services or associated benefits with third parties without explicit authorisation from Kastelo Mobile.
- Any violation of these provisions may result in the immediate suspension or termination of your Mobile Services without prior notice.

### 3. ELIGIBILITY

- 3.1. The Mobile Services are intended for private and personal use only, by natural persons and use thereof for business and/or commercial purposes in any form is strictly prohibited;
- 3.2. The Mobile Services are exclusively available to natural persons who possess a Kastelo Mobile SIM and are intended for use in cellular devices only;
- 3.3. Kastelo Mobile reserves the right to analyse usage patterns in the event that your usage exceeds these Terms, the outcomes of the analysis whether the usage is compliant;
- 3.4. In the event that Kastelo Mobile reasonably determines that the Subscriber is not using the Mobile Services in accordance with these Terms and the general Terms of Conditions, the following actions may be taken -
  - 3.4.1. Kastelo Mobile will engage with the Subscriber to discuss their usage of the Mobile Services;
  - 3.4.2. Kastelo Mobile may immediately suspend or disconnect the Mobile Services linked to the SIM if the Subscriber is deemed ineligible or in breach of the Terms and Conditions or this Fair Use Policy.
- 3.5. You agree to provide accurate and up-to-date information during the registration process and to notify Kastelo Mobile promptly of any changes to your details;
- 3.6. Kastelo Mobile reserves the right to impose penalties or additional charges for excessive or non-compliant use of the Mobile Services, provided such measures are communicated to the Subscriber.

### 4. YOUR RESPONSIBILITIES

- 4.1. You are fully responsible for any misuse of the Mobile Services through your use thereof;
- 4.2. It is your duty to prevent unauthorised persons from accessing or misusing the Mobile Services;
- 4.3. You are urged not to respond to unsolicited emails or spam and should avoid clicking on links provided in unsolicited emails;
- 4.4. Kastelo Mobile will not be liable if a client's actions result in their inclusion on bulk mailing lists;
- 4.5. You agree to immediately report any suspected unauthorised access or misuse of your subscribed Mobile Services to Kastelo Mobile.

### 5. NETWORK SECURITY

- 5.1. Any activities which threaten the functioning, security and integrity of Kastelo Mobile are strictly prohibited, these include but are not limited to -
  - 5.1.1. Attempts to gain unlawful or unauthorised access to Kastelo Mobile's network or to bypass its security measures; or using Kastelo Mobile's equipment to crack or hack into hosts, networks, or accounts;

- 5.1.2. Spoofing and forgery;
- 5.1.3. Attempts to breach another user's security or gain access to their computer, software, or data without consent;
- 5.1.4. Conducting denial-of-service (DoS) attacks, flooding networks, overloading services, or unauthorised probing (e.g., scanning or niking) of other networks;
- 5.1.5. Posting, transmitting, or linking to harmful content such as viruses, trojans, worms, malware, botnets, or other disruptive components;
- 5.1.6. Monitoring data or traffic on Kastelo Mobile's network without explicit, written consent;
- 5.1.7. Running applications or services with known vulnerabilities, such as insufficient anti-automation protections or traffic amplification attacks (e.g., recursive DNS or SMTP relay attacks);
- 5.1.8. Inadequately responding to denial-of-service (DoS or DDoS) attacks.
- 5.2. Kastelo Mobile reserves the right to take appropriate action against any Client engaging in these Prohibited Activities to maintain network security and service quality.
- 5.3. In cases of suspected security breaches, Kastelo Mobile reserves the right to conduct an investigation, which may include monitoring usage of the Mobile Services.

## 6. BREACH

- 6.1. Upon identification of an incident, Kastelo Mobile may, at its sole discretion take the following actions -
  - 6.1.1. Notifying you by issuing you with a warning of your breach of these Terms;
  - 6.1.2. Obliging you to refrain from the conduct causing the breach of these Terms;
  - 6.1.3. Suspending your access to the Mobile Services by temporarily disabling it;
  - 6.1.4. Revoking or terminating your access to the Mobile Services completely;
  - 6.1.5. In the event of third-party abuse, notifying the network administrator of the incident and resolving it according to the terms contained herein and, in severe cases blocking the third party's entire network until the abuse is mitigated;
  - 6.1.6. Charging the offending parties for administrative expenses and time lost (both machine and human resources);
  - 6.1.7. Initiating civil or criminal proceedings, if necessary;
  - 6.1.8. Enforcing suspension or termination as per these Terms.
- 6.2. Upon breach, you have the right to cancel your subscription to the Mobile Services at any time.
- 6.3. For the avoidance of doubt, these measures apply to all Prohibited Activities and Unacceptable Use and Behaviour, whether intentional or accidental.
- 6.4. Kastelo Mobile reserves the right to enforce these measures to protect the security, integrity, and reliability of its network and may migrate/terminate/suspend the service where fraudulent activity is suspected.
- 6.5. Repeated violations may result in permanent termination of your use of and access to the Mobile Services and/or legal action.

## 7. INDEMNITY

- 7.1. You agree to, even after termination of any contractual engagement between Kastelo Mobile and yourself, indemnify, defend and hold harmless Kastelo Mobile, its shareholders, employees, representatives and partners, from any direct or indirect liability, loss, claim and expense related to your use of the service or the Kastelo Mobile Platform.
- 7.2. Kastelo Mobile shall not be held liable for any failures that are not in its direct control, including, but not limited to, a change in regulation, interruption of telecommunication, suspension of trading, or force majeure occurrences.
- 7.3. You agree to reimburse Kastelo Mobile for any losses incurred as a result of your breach of these Terms.

## 8. AMENDMENT OF TERMS

- 8.1. No addition, variation or amendment to these Terms shall be binding unless reduced to writing. No terms, conditions, representation or provision relating to the subject matter hereof, and which are not reduced to writing and acknowledged, shall be binding and/or enforceable.
- 8.2. Kastelo Mobile may, at its sole discretion, change, modify or update these Terms at any time. It is and remains your responsibility to check these Terms. Your continued use of the Website and associated platforms constitutes your acceptance of these Terms, as modified by such amendment.
- 8.3. Any changes to these Terms will be communicated via prominent notice on the Website and Kastelo App or communicated with you directly via email.