

BUZZ DOT NET Domain & Hosting Policy

1. Introduction

- 1.1 In addition to the General Terms, these terms and conditions govern the use of the BUZZ DOT NET domain registration and hosting services. By contracting with BUZZ DOT NET for the services a Client will be lawfully regarded as having agreed to their use of the services specified being governed by this Agreement.

2. Domain Registration

- 2.1 BUZZ DOT NET registers domains on the Internet through the relevant governing bodies and hosts websites and related material on the BUZZ DOT NET server(s) on behalf of Clients. These terms and conditions apply to the use and registration of domain names and the web hosting services offered by BUZZ DOT NET.
- 2.3 BUZZ DOT NET's hosting and free registration is sold as a bundled promotional package and cannot be separated, i.e. BUZZ DOT NET will not pay for registration if it is not bought through the relevant promotional packages.
- 2.4 The Client will be bound by the terms and conditions of the relevant domain name space (e.g. .com or .co.za) under which any domain name registered on its behalf falls, and should become familiar with them. BUZZ DOT NET may post links to these terms and conditions on the BUZZ DOT NET Website purely as a convenience to the Client.
2.5 BUZZ DOT NET will strive to ensure that registration and subsequent DNS propagation is effected in the shortest period of time. However, BUZZ DOT NET cannot be held liable for any delays that may accompany the registration of domains.

Initial Set-up fees are non-refundable. Domain Name Registration fees constitute a once-off payment subject to certain renewal charges.

3. Domain Transfer

- 3.1 BUZZ DOT NET will transfer existing (registered) domains from existing hosting providers to BUZZ DOT NET's DNS and web servers. Upon requesting the transfer, and accepting the relevant Service Terms, the Client explicitly agrees that it has the authority to do so, being the registrant of the domain in question, or having been nominated as an agent of the registrant. The Client thereby indemnifies BUZZ DOT NET from any disputes regarding ownership of the domain and any claims as a result thereof.

4. Cancellation

- 4.1 Cancellation will be dealt with as per the General Terms.
- 4.2 Cancellation, by the Client or BUZZ DOT NET, will result in any data being permanently removed from BUZZ DOT NET's servers. Clients are solely responsible for ensuring that backups are made of web content and email data, or any other data stored on their hosting space. BUZZ DOT NET will not be liable for loss of data, or be obliged to

provide any such data once the hosting contract term has expired. Any backups made by BUZZ DOT NET will be made for legal purposes and not for data retention purposes and will not necessarily be made available to Clients on request.

4.3 BUZZ DOT NET may assist clients to back up their emails and website data by sending them a backup guide document just for assistance. Kindly note that BUZZ DOT NET will not be liable for any loss of data during this process.

5. Payment and Payment Terms

1. 5.1 Payment will be dealt with as per the General Terms.
2. 5.2 In the case of website hosting or domain not being paid. The clients hosting services will be automatically suspended.
 - Due to non-payment a reconnection fee will be payable before the domain/website can be unsuspending.
 - An additional period of 48hours may be imposed in the case of non-payment.
 - If there are no payments within 30 days of invoice, the hosting services will be terminated.

6. Hosting Services

1. 6.1 BUZZ DOT NET does NOT provide SMTP mail services by default with shared hosting packages.
2. 6.2 BUZZ DOT NET reserves the right to suggest suitable alternatives to the Client and / or charge for excessive traffic or system resources as it deems necessary, at its sole discretion. Excessive traffic or use of system resources will be determined as set out in the Acceptable Use Policy.
3. 6.3 BUZZ DOT NET reserves the right to move a website between web servers and Internet backbones, both within South Africa and internationally as it deems necessary. If a Client moves in excess of their monthly web traffic allocation, then the Client will be contacted and various options will be presented.
4. 6.4 BUZZ DOT NET reserves the right (but does not assume any obligation) to inspect the contents of data that the Client transmits, receives or stores on an BUZZ DOT NET Server to ensure compliance with this Agreement, BUZZ DOT NET's AUP, or any applicable laws regulations or codes of practice.
5. 6.5 The Client must immediately and adequately respond to a denial of service attack (DOS / DDOS). If the Client's facilities are targeted by a DOS attack that affects other network users, the Client's Service will be suspended.

7. Maintenance

7.1 BUZZ DOT NET is only responsible for assisting clients with the setup of their emails and providing the client with their email login details or domain ftp/cpanel details.

7.2 BUZZ DOT NET reserves the right to do all necessary maintenance remotely and is NOT obliged to physically go to the client for any hosting maintenance or assistance.

7.3 When it comes to websites, BUZZ DOT NET will not be obliged to maintain any content on clients website but may only assist clients in getting access to their own website content through Cpanel.

8. Backups

1. 8.1 Clients are solely responsible for backing up their data and BUZZ DOT NET strongly encourages ALL Hosting Clients to do so as frequently and completely as possible. BUZZ DOT NET will not be liable for any data loss or any other losses or damages related to backups or data recovery without exception.
2. 8.2 BUZZ DOT NET may, in some instances, offer a separate backup service in conjunction with dedicated hosting, and will make such backups available to Clients on request as and when they are available. However, BUZZ DOT NET does not warrant or guarantee the availability, completeness or "up to date" status of such backups.
3. 8.3 Clients are ultimately responsible for their own data, and BUZZ DOT NET strongly encourages such Clients to continue to make their own backups as frequently and completely as possible to ensure that they have recourse in the event of any failure.
4. 8.4 BUZZ DOT NET also cannot guarantee the condition or fitness of any backups provided. Such backups are provided "as is" and are used at the Client's own risk and discretion - whether restored by BUZZ DOT NET by instruction from Clients or by Clients themselves.
5. 8.5 BUZZ DOT NET will not be liable for any losses or damages relating to any incidents arising out of such backups being provided (or not provided) to Clients on request.

9. Dedicated Servers

1. 9.1 BUZZ DOT NET provides servers to Clients for the purposes of their hosting needs. However ownership of physical hardware rests solely with BUZZ DOT NET at all times. Clients may not make any claim to hardware deployed for their hosting, and may not have access to BUZZ DOT NET property, hardware or hosting infrastructure (such as data centres) without prior consent, which must be obtained by written application with a minimum of 24 hours notice. BUZZ DOT NET, at its discretion, may refuse such requests within reason.

10. 100% Website Uptime Guarantee

1. 10.1 BUZZ DOT NET guarantees that its hosting services will attain 100% availability, subject to the following.
2. 10.2 The 100% website uptime guarantee is applicable only if the web server on which a Client's web hosting service resides crashes or goes down at an unscheduled time. This

guarantee is not valid if there is any network problem between the Client and the web server which prevents the Client from seeing the web server, for instance. If the Client's ISP's link to the respective data centre goes down or is faulty, but the web server BUZZ DOT NET hosts is still up, BUZZ DOT NET is not responsible for the Client not being able to reach their website.

3. 10.3 BUZZ DOT NET is not responsible if any third party operated network or service experiences problems and outages (i.e. all network infrastructure and links, Client's internet connection, firewall service managed by external parties). If the applicable web server is up and running at all times then the website will be deemed to have achieved 100% uptime.
4. 10.4 The 100% uptime guarantee does not apply to any scheduled downtime for maintenance of any of the BUZZ DOT NET web servers. If there is scheduled maintenance to be done the Client will be notified at least 24 hours in advance. The scheduled maintenance will always be done after hours (based on Central African Time (CAT)) and the web server downtime will be kept to a minimum.
5. 10.5 The 100% uptime guarantee does not apply if BUZZ DOT NET suspends the Client's Service as allowed in terms of this Agreement.
6. 10.6 Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services.
7. 10.7 Disputes arising out of the Uptime Guarantee must be submitted in writing and claims may not exceed fees paid (either monthly or on a pro-rata basis) to KBCA for services not received during downtime. No direct or indirect losses or damages resulting from downtime may be claimed. Service Level commitments will also be taken into account when reviewing disputes. Where agreed provisions have been met, such disputes will be dismissed.
8. 10.8 The Services provide access to the internet, which is subject to bandwidth constraints, system failures and all manner of other factors that may impact on the Client's access, for which BUZZ DOT NET accepts no responsibility.

11. Webmail

1. 11.1 Webmail and other web-based email services made available by BUZZ DOT NET are provided on an "as is" basis without representations, warranties or conditions of any kind, and the Client acknowledges and agrees that BUZZ DOT NET shall have no responsibility for, or liability in respect of, any aspect of the webmail services, including without limitation for any lost or damaged data or any acts or omissions of BUZZ DOT NET. As webmail storage space is limited, some webmail messages may not be processed due to space constraints or message limitations.

12. Limitation on Mail Size

1. 12.1 Individual mail sent to the Client's POP3/IMAP box or forwarded to the Client's existing email address may be limited to 3000kB in size each.

13. Disclaimers, Limitations and Indemnities

1. 13.1 BUZZ DOT NET will not be liable for any loss or damage, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, delict, or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use and/or registration of the Client's selected domain names/s OR ANY ACTION TAKEN BY BUZZ DOT NET IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.
2. 13.2 The Client hereby indemnifies and holds harmless BUZZ DOT NET against any loss whatsoever arising from any dispute or claim or other action occasioned by the Client's use and registration of its selected Domain Name, even if BUZZ DOT NET has been advised of the possibility of such damages;
3. 13.3 BUZZ DOT NET will not be liable for any indirect or consequential loss, damage, cost or expense of any kind, irrespective of how such damage or loss was caused, whether arising under contract, delict or otherwise, including, and not limited to, data loss or corruption, loss of profits, contracts, operation time and goodwill.
4. 13.4 Neither BUZZ DOT NET, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that BUZZ DOT NET Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the KBCA Server service, unless otherwise expressly stated in this Agreement.
5. 13.5 BUZZ DOT NET expressly limits its liability to the Client for damages suffered due to any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. BUZZ DOT NET specifically denies any responsibilities for any damages arising as a consequence of such unavailability.
6. 13.6 BUZZ DOT NET is not responsible if an external company network and firewall is setup to block access to services BUZZ DOT NET provides. If a Client's network is setup to block certain ports or web addresses that compromise the services BUZZ DOT NET provides it is the Client's responsibility to ensure that their network configurations are changed as necessary.
7. 13.7 Clients also hereby indemnify BUZZ DOT NET against any 3rd party claims against themselves as resellers or services provided to the public or privately. Clients will be solely liable to external parties for losses and may, in no way, petition Afrihost to share or cover such losses or liability, either directly or indirectly. KBCA is also indemnified from direct claims from Clients for losses incurred due to 3rd party actions or claims.