BUZZ DOT NET (Pty)Ltd Domain & Hosting Policy

1. Introduction

In addition to the **"General Terms"**, these terms and conditions govern the use of the (*"Buzzdotnet Pty.Ltd"*) domain registration and hosting services. By contracting with these *Buzzdotnet domain & hosting* services, a client will be lawfully regarded as having agreed to Buzzdotnet's Acceptable to Use Policy ("AUP") of service.

2. Domain Registration

2.1. Buzzdotnet registers domains on the Internet through the relevant governing bodies also hosts websites and related material on the Buzzdotnet 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 Buzzdotnet.

2.2. Buzzdotnet'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. And will not allow free zone registration if the client does not have a domain registered under Buzzdotnet.

2.3. 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. Buzzdotnet may post links to these terms and conditions on the Buzzdotnet website purely as a convenience to the client.

2.4. Buzzdotnet will strive to ensure that registration and subsequent DNS propagation is affected in the shortest period. However, Buzzdotnet cannot be held liable for any delays that may accompany the registration of domains and initial set-up fees are non-refundable.

2.5. Domain name registration fees constitute a once-off payment subject to certain renewal charges.

3. Domain Transfer

3.1 Buzzdotnet will transfer existing (registered) domains from existing hosting providers to Buzzdotnet'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 Buzzdotnet 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 Buzzdotnet, will result in any data being permanently removed from Buzzdotnet's servers.

4.3. 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.

4.4. Any backups made by Buzzdotnet will be made for legal purposes and not for data retention purposes and will not necessarily be made available to clients on request.

4.5. Buzzdotnet may assist clients to back up their emails and website data by sending them a backup guide document just for assistance.

4.6. Buzzdotnet will not be liable for any loss of data during this process.

5. Payment and Payment Terms

5.1. Payment will be dealt with as per the General Terms.

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 unsuspended.

- 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

6.1. Buzzdotnet does NOT provide SMTP mail services by default with shared hosting packages.

6.2. Buzzdotnet 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.*

6.3. Buzzdotnet 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.

6.4. Buzzdotnet reserves the right (but does not assume any obligation) to inspect the contents of data that the client transmits, receives, or stores on a Buzzdotnet Server to ensure compliance with this Agreement, Buzzdotnet's ("AUP"), or any applicable laws regulations or codes of practice.

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 Buzzdotnet 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 Buzzdotnet 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, Buzzdotnet will not be obliged to maintain any

content on client's website but may only assist clients in getting access to their own

website content through cPanel.

8. Backups

8.1. Clients are solely responsible for backing up their data and Buzzdotnet strongly encourages all hosting clients to do so as frequently and completely as possible. Buzzdotnet will not be liable for any data loss or any other losses or damages related to backups or data recovery without exception;

8.1.2. 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;

8.1.3. however, Buzzdotnet does not warrant or guarantee the availability, completeness or "up to date" status of such backups;

8.1.4. clients are ultimately responsible for their own data, and Buzzdotnet 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.

8.2. Buzzdotnet 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 Buzzdotnet by instruction from clients or by clients themselves.

8.3. Buzzdotnet 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

9.1. Buzzdotnet provides servers to clients for the purposes of their hosting needs. However, ownership of physical hardware rests solely with Buzzdotnet always.

9.2. Clients may not make any claim to hardware deployed for their hosting, and may not have access to Buzzdotnet 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.

9.3. Buzzdotnet at its discretion, may refuse such requests within reason.

10. Website100% Uptime Guarantee

10.1 Buzzdotnet guarantees that its hosting services will attain 100% availability, subject to the following:

- 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. Th
- 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.
- If the client's ISP's link to the respective data centre goes down or is faulty, but the web server that Buzzdotnet hosts is still up, Buzzdotnet is not responsible for the client not being able to reach their website.
- Buzzdotnet 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 always up and running , then the website will deemed to have achieved 100% uptime.
- The 100% uptime guarantee does not apply to any scheduled downtime for maintenance of any of the Buzzdotnet 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.
- The 100% uptime guarantee does not apply if Buzzdotnet suspends the client's service as allowed in terms of this Agreement.
- 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.
- 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 Buzzdotnet 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 considered when reviewing disputes.
- Where agreed provisions have been met, such disputes will be dismissed.
- 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 Buzzdotnet accepts no responsibility.

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11. Webmail

Webmail and other web-based email services made available by Buzzdotnet are provided on an "as is" basis without representations, warranties, or conditions of any kind, and the client acknowledges and agrees that Buzzdotnet 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 Buzzdotnet. 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

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

13.1. Buzzdotnet 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.

 13.2 The client hereby indemnifies and holds harmless Buzzdotnet 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 Buzzdotnet has been advised of the possibility of such damages.

13.3 Buzzdotnet will not be liable for any indirect or consequential loss, damage, additional 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.

13.4 Neither Buzzdotnet, its employees, affiliates, agents, third party information providers, merchants, licensers or the like, warrant that Buzzdotnet 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 Buzzdotnet Server service, unless otherwise expressly stated in this Agreement.

13.5 Buzzdotnet 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. Buzzdotnet specifically denies any responsibilities for any damages arising because of such unavailability.

13.6 Buzzdotnet is not responsible if an external company network and firewall is setup to block access to services Buzzdotnet provides. If a client's network is set up to block certain ports or web addresses that compromise the services Buzzdotnet provides. It is the client's responsibility to ensure that their network configurations are changed, as necessary.

13.7 Clients also hereby indemnify Buzzdotnet against any 3rd party claims against themselves as resellers or services provided to the public or privately.

13.8 Clients will be solely liable to external parties for losses and may, in no way, petition Buzzdotnet to share or cover such losses or liability, either directly or indirectly.

13.9 Buzzdotnet is also indemnified from direct claims from Clients for losses incurred due to 3rd party actions or claims.