

Buzz Dot Net (Pty)Ltd Acceptable Policy

This Acceptable Use Policy (“AUP”) specifies the actions prohibited to users of the network and systems (“infrastructure”) of Buzz Dot Net (Pty) Ltd (“Buzz Dot Net”) and its subsidiaries. Users are required to adhere to this policy without exception. The terms “User”, “Subscriber” and “Customer” are used interchangeably.

1. LAWS AND REGULATIONS

1.1. Buzz Dot Net’s infrastructure may be used only for lawful purposes. Users may not violate any applicable laws or regulations of South Africa within the territory of South Africa. Should the user reside outside of South Africa, the laws of the country in which the user resides shall apply.

1.2. Transmission, distribution, or storage of any material on or through the infrastructure in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secrets or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

2. THE NETWORK

2.1. The user acknowledges that Buzz Dot Net is unable to exercise control over the content of the information passing over the infrastructure and the Internet, including any websites, electronic mail transmissions, news groups or other material created or accessible over its infrastructure. Therefore, Buzz Dot Net is not responsible for the content of any messages or other information transmitted over its infrastructure.

2.2. Buzz Dot Net’s infrastructure may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.



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2.3. The user may obtain and download any materials marked as available for download off the Internet but is not permitted to use its Internet access to distribute any copyrighted materials unless permission for such distribution is granted to the user by the owner of the materials.

2.4. The user is prohibited from obtaining and/or disseminating any unlawful materials, including but not limited to stolen intellectual property, child pornography, and/or any unlawful hate-speech materials.

3. SYSTEM AND NETWORK SECURITY

3.1. All references to systems and networks under this section includes the Internet (and all those systems and/or networks to which user is granted access through Buzz Dot Net) and includes but is not limited to the infrastructure of Buzz Dot Net itself.

3.2. The user may not circumvent user authentication or security of any host, network, or account (referred to as “cracking” or “hacking”), nor interfere with service to any user, host, or network (referred to as “denial of service attacks”).

3.3. Violations of system or network security by the user are prohibited and may result in civil or criminal liability. Buzz Dot Net will investigate incidents involving such violations and will involve and will co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

3.3.1. Unauthorised access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorisation of Buzz Dot Net.

3.3.2. Unauthorised monitoring of data or traffic on the network or systems without express authorisation of Buzz Dot Net.

3.3.3. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

3.3.4. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.



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4. FAIR ACCESS POLICY

4.1. To help ensure that all users have fair and equal use of the service and to protect the integrity of the network, Buzz Dot Net reserves the right, and will take necessary steps, to prevent improper or excessive usage thereof, the action that Buzz Dot Net may take includes, but is not limited to:

4.1.1. Limiting throughput;

4.1.2. Preventing or limiting service through specific ports or communication protocols; and/or;

4.1.3. Complete termination of service to users who grossly abuse the network through improper or excessive usage.

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

4.3. Online activity will be subject to the available bandwidth, data storage and other limitations of the service provided, which Buzz Dot Net may, from time to time, revise at its own discretion and without prior notice to the customer.

5. EMAIL USE

5.1. It is explicitly prohibited to send unsolicited bulk mail messages (“junk mail” or “spam”) of any kind (commercial advertising, political tracts, announcements, etc.). This is strongly objected to by most Internet users and the repercussions against the offending party and Buzz Dot Net can often result in disruption of service to other users connected to Buzz Dot Net; forward or propagate chain letters nor malicious e-mail; send multiple unsolicited electronic mail messages or “mail-bombing” to one or more recipient; sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender; using redirect links in unsolicited commercial e-mail to advertise a website or service.

5.2. Maintaining of mailing lists by users of Buzz Dot Net is accepted only with the permission and approval of the list members, and at the members’ sole discretion. Should mailing lists contain invalid or undeliverable addresses or addresses of unwilling recipients those addresses must be promptly removed.



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5.3. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Users' mail servers must be secure against public relay as a protection to both themselves and the Internet at large. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed. Buzz Dot Net reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user.

Buzz Dot Net also reserves the right to examine the mail servers of any users using Buzz Dot Net's mail servers for "smart hosting" (when the user relays its mail off a Buzz Dot Net mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with Buzz Dot Net's policy of preserving customer privacy.

6. COMPLAINTS

6.1. Upon receipt of a complaint, or having become aware of an incident, Buzz Dot Net reserves the right to:

6.1.1. Inform the user's network administrator of the incident and require the network administrator or network owner to deal with the incident according to this AUP.

6.1.2. In the case of individual users suspend the user's account and withdraw the user's network access privileges completely.

6.1.3. Charge the offending parties for administrative costs as well as for machine and humanise lost due to the incident.

6.1.4. In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means.

6.1.5. Share information concerning the incident with other Internet access providers, or publish information, and/or make available the users' details to law enforcement agencies. Any one or more of the steps listed above, insofar as they are deemed necessary by Buzz Dot Net in its absolute and sole discretion, may be taken by Buzz Dot Net against the offending party.



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7. Public Space & Third Party Content & sites

In reading this AUP or in signing a service contract with Buz Dot Net, you acknowledge that Buz Dot Net has no power to control the content of the information passing over the Internet and its applications, including e-mail; chatrooms; news groups; or other similar fora, and that Buz Dot Net cannot be held responsible or liable, directly or indirectly, for any of the abovementioned content, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

Our services also offer access to numerous third party webpages. You acknowledge that we exercise absolutely no control over such third party content, or sites and in such cases, our network is merely a conduit or means of access and transmission. This includes, but is not limited to, third party content contained on or accessible through the Buz Dot Net network websites and web pages or sites displayed as search results or contained within a directory of links on the Buz Dot Net network. It remains your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you.

Access to public Internet spaces, such as bulletin boards, Usenet groups, chat rooms and moderated forums is entirely voluntary and at your own risk.

Buz Dot Net employees do not moderate any of these services, or your communications, transmissions or use of these services. We do not undertake any responsibility for any content contained therein, or for any breaches of your right to privacy that you may experience as a result of accessing such spaces.

8. Uncapped Fibre and DSL

The Uncapped Fibre and DSL products simply named Uncapped are Unshaped, Unthrottled and we do not implement usage Thresholds on these services.

The use of our uncapped service is for Home/Personal use only and may not be resold and may not be shared. The service may not be used to provide services, such as but not limited to, private servers, email and vpn services, network services. The use of our uncapped services by WISP's (wireless internet service providers) is strictly prohibited. The service may not be used for any unattended automated processes. Any use of the service other than for personal use which may cause an unusually large burden on the network is prohibited. The examples here are an indication of what is not allowed but is not all encompassing but rather to assist with ease of understanding.



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It is our goal to protect the integrity of our network, in order to provide the best possible internet experience for all of our clients using uncapped services, as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available. We thus reserve the right to manage uncapped users should network capacity be affected by outages, maintenance, pending upgrades or matters outside of our control.

Uncapped DSL and Home / Premium Uncapped Fibre

These services are best suited for average home users who make little to no use of high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to). These services are proactively managed by the Buz Dot Net Protocol Manager.

Premium Uncapped services are better suited to more advanced users and are managed proactively by the Buz Dot Net Protocol Manager.

Premium Uncapped (DSL and Fibre) - Buz Dot Net Protocol Manager

The Buz Dot Net Protocol Manager is used to provide all uncapped users on our network with the best possible internet experience. During peak network times, we give priority to real time services (such as browsing, email, commercial streaming such as Netflix, Showmax etc), high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to) will receive less priority.

Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes will be managed by the Buz Dot Net Protocol Manager. The Buz Dot Net Protocol Manager may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. We reserve the right to use the Buz Dot Net Protocol Manager to manage the integrity of our network should network capacity not be available at any time, we assure our clients that we will do this in a responsible manner should the need arise. Any user that is found attempting to bypass or circumvent the Buz Dot Net Protocol Manager will be suspended and could have their service cancelled.

Uncapped DSL and Home Uncapped Fibre – Buz Dot Net Protocol Manager

These services are managed according to the last 7 days usage projected to 30 days as well as the available capacity on the network at all times.



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There are predefined thresholds set and when exceeded the account speed will be managed down to a maximum of 50% of the account speed. Should the demand on the network exceed available capacity these thresholds may be managed more aggressively by the Buz Dot Net Protocol Manager and differ to the table below.

The thresholds per account speed are:

Speed	Threshold
1Mbps	20GB
2Mbps	40GB
4Mbps	80GB
5Mbps	80GB
8Mbps	100GB
10Mbps	120GB
15Mbps	160GB
20Mbps	200GB
30Mbps	225GB
40Mbps	250GB
50Mbps	250GB
100Mbps	300GB
200Mbps	400GB
500Mbps	600GB
1000Mbps	1000GB



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Any user that is found attempting to bypass or circumvent the Buz Dot Net Protocol Manager will be suspended and could have their service cancelled.

Premium Plus Uncapped (DSL and Fibre)

Please note that on 27 September 2017 the Business Uncapped Service had a name change to Premium Plus Uncapped, the Terms and AUP were un-affected by this name change.

This is an uncapped service that is prioritized for Business Users based on available network capacity where high priority is required for typical business protocols.

Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes or non-typical business protocols (such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents) will be managed by the Buz Dot Net Protocol Manager. The Buz Dot Net Protocol Manager may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. Buz Dot Net reserves the right, to at its discretion manage non typical business protocols such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents and/or rate limit service speed.

We reserve the right to use the Buz Dot Net Protocol Manager to manage services in order to protect the integrity of our network according to the available network capacity, we assure our clients that we will do this in a responsible manner should the need arise.

Any user that is found attempting to bypass or circumvent the Buz Dot Net Protocol Manager will be suspended and could have their service cancelled.

VODACOM 5G

The service may not be used to provide services, such as but not limited to, private servers, email and vpn services and network services. The use of our uncapped services by WISP's (wireless internet service providers) is strictly prohibited. The service may not be used for any unattended automated processes. Any use of the service other than for personal use which may cause an unusually large burden on the network is prohibited. The examples here are an indication of what is not allowed but is not all encompassing but rather to assist with ease of understanding.



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It is imperative to protect the integrity of the network, in order to provide the best possible internet experience for all clients using this service, as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to working with VODACOM to manage the network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available. The following speed limitations will apply once the purchased service reaches the usage limit indicated in the table below in the current month. Speed limitations will reset on the 1st of each month to the original purchased usage limit:

Product	Usage Limit	Speed Limited to
VODACOM 5G Standard	250GB	2Mbps
VODACOM 5G Advanced	350GB	2Mbps
VODACOM 5G Pro	550GB	2Mbps
VODACOM 5G Pro+	750GB	2Mbps

Vodacom Fixed LTE Uncapped

The service may not be used to provide services, such as but not limited to, private servers, email and vpn services and network services. The use of our uncapped services by WISP's (wireless internet service providers) is strictly prohibited. The service may not be used for any unattended automated processes. Any use of the service other than for personal use which may cause an unusually large burden on the network is prohibited. The examples here are an indication of what is not allowed but is not all encompassing but rather to assist with ease of understanding.

It is our goal to protect the integrity of our network, in order to provide the best possible internet experience for all of our clients using uncapped services, as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available. The following speed limitations will apply once the purchased service reaches the usage limit indicated in the table below in the current month. Speed limitations will reset to full speed attainable on the 1st of each month.

Product	Usage Limit	Speed Limited to
Uncapped Fixed LTE (up to 20Mbps)	50GB	2Mbps
Uncapped Fixed LTE (up to 30Mbps)	150GB	2Mbps
Uncapped Fixed LTE (up to 50Mbps)	300GB	2Mbps
Uncapped Fixed LTE (Pro)	600GB	1Mbps

MTN 5G

The service may not be used to provide services, such as but not limited to, private servers, email and vpn services and network services. The use of our uncapped services by WISP's (wireless internet service providers) is strictly prohibited. The service may not be used for any unattended automated processes. Any use of the service other than for personal use which may cause an unusually large burden on the network is prohibited. The examples here are an indication of what is not allowed but is not all encompassing but rather to assist with ease of understanding.

It is imperative to protect the integrity of the network, in order to provide the best possible internet experience for all clients using this service, as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to working with MTN to manage the network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available. The following speed limitations will apply once the purchased service reaches the usage limit indicated in the table below in the current month. Speed limitations will reset on the 1st of each month to the original purchased usage limit:

Product	Usage Limit	Speed Limited to
MTN 5G Standard	300GB	2Mbps
MTN 5G Advanced	450GB	2Mbps
MTN 5G Pro	600GB	2Mbps
MTN 5G Pro+	1000GB	2Mbps
MTN 5G Ultra	1600GB	2Mbps

MTN Fixed LTE Uncapped

The service may not be used to provide services, such as but not limited to, private servers, email and vpn services and network services. The use of our uncapped services by WISP's (wireless internet service providers) is strictly prohibited. The service may not be used for any unattended automated processes. Any use of the service other than for personal use which may cause an unusually large burden on the network is prohibited. The examples here are an indication of what is not allowed but is not all encompassing but rather to assist with ease of understanding.

It is our goal to protect the integrity of our network, in order to provide the best possible internet experience for all of our clients using uncapped services, as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available. The following speed limitations will apply once the purchased service reaches the usage limit indicated in the table below in the current month. Speed limitations will reset to full speed attainable on the 1st of each month.

Product	Usage Limit	Speed Limited to
Uncapped LTE (up to 20Mbps)	50GB	2Mbps
Uncapped LTE (up to 50Mbps)	100GB	2Mbps
Uncapped LTE (up to 100Mbps)	400GB	2Mbps
Uncapped LTE (up to 200Mbps)	650GB	2Mbps
Uncapped LTE (Pro)	1000GB	1Mbps

Buz Dot Net reserves the right to manage the top 25% of users on the MTN Fixed LTE Uncapped service (old MTN LTE uncapped product).

Telkom Uncapped Fixed LTE

The Fair Usage Policy for Telkom Fixed LTE Uncapped services are as follows:

Service	Monthly Data Allocation	Speed	Times of operation
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Uncapped Off Peak	First 350GB of Data	10Mbps	Midnight to 7pm, 365 days a year
	Next 50GB of Data	4Mbps	
	Unlimited data thereafter*	2Mbps	

*P2P/NNTP type traffic will be further throttled

10Mbps Uncapped	First 500GB of Data	10Mbps	24/7, 365 days a year
	Next 50GB of Data	4Mbps	
	Unlimited data thereafter*	2Mbps	

*P2P/NNTP type traffic will be further throttled

20Mbps Uncapped	First 600GB of Data	20Mbps	24/7, 365 days a year
	Next 50GB of Data	4Mbps	
	Unlimited data thereafter*	2Mbps	

*P2P/NNTP type traffic will be further throttled

In addition to the parameters set out above Telkom reserves the right to further throttle (slow down the speed) of any user found to be abusing the service across all traffic types in times where the network is under strain and with the express aim of providing a quality service across the network for all users.

Examples of customer behaviour which compromise Telkom's network performance include, for example, causing network congestion, include running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as Peer to Peer and news servers' protocols (NNTP). In the event of such behaviours, Telkom reserves the right to terminate the account of the user whose usage is continuously affecting Telkom's network performance.

All cases of violation of the above Acceptable Use Policy should be reported to ***info@Buzz Dot Net.com***