

Acceptable Use Policy

General Notice

Thank you for reading **Dotcoza's** Acceptable Use Policy (AUP). By accessing this website, or by contracting with us for service or through any other transaction, you agree, 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 you in connection with any Dotcoza product/service/website.

The purpose of this AUP is to

- comply with the relevant laws of the Republic;
- specify to customers and users of our product/service/website what activities and online behaviour are considered an unacceptable use of the product/service/website;
- protect the integrity of our network and
- specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our service support at 021 657 2740 or email info@dot.co.za.

The AUP applies to Dotcoza services that provide (or include) Internet services, including but not limited to, any service providing access to the Internet, hosting services (data/content hosting, server hosting, web hosting, e-mail services, etc.) or any other services provided over the Internet or wireless data networks.

Dotcoza respects the rights of our customers and users of our services or products to freedom of speech and expression; access to information; privacy; human dignity; religion, belief and opinion in accordance with our constitution. We undertake not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our network.

ISPA membership and Code of Conduct

Dotcoza confirms that in compliance with section 72 of the Electronic Communications and Transactions Act 25 of 2002. Dotcoza is a member of the Internet Service Providers' Association (ISPA) and has adopted and implemented the association's official Code of Conduct and information regarding member conduct can be viewed at <https://ispa.org.za/code-of-conduct>.

Unacceptable Use

Dotcoza's products/services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic. This includes:

- 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.
- 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.
- Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover Dotcoza cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by Dotcoza's network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.

- Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.
- Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with Dotcoza on behalf of another subscriber without their consent.
- Any violation of the exchange control laws of the Republic.
- Any activity that results in the sale, transmission or distribution of pirated or illegal software.
- Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal.

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. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, Dotcoza will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using Dotcoza's resources, including the provisioning of all personal identifiable data.

Prohibited Activities

The following sections outline activities that are considered an unacceptable use of Dotcoza's products/services/network/website and also detail the guidelines for acceptable use of certain facilities/services/products, as the case may be.

Threats to Network Security

Any activity which threatens the functioning, security and/or integrity of Dotcoza's network is unacceptable. This includes:

- Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by **Dotcoza** for this goal;
- Any effort to use Dotcoza's equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
- Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
- Forging of any TCP-IP packet header manipulation for the purposes of bypassing networking QoS or data transmission speeds;
- 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;
- Any activity which threatens to disrupt the service offered by Dotcoza through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks;
- 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, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.
- Any unauthorised monitoring of data or traffic on the network without Dotcoza's explicit, written consent.
- Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails.

Public Space and Third Party Content and sites

In reading this AUP, signing a service contract or any other transaction with Dotcoza, you

acknowledge that Dotcoza has no power to control the content of the information passing over the Internet and its applications, including e-mail; chatrooms; forums, instant messaging, social media, news groups; or other similar fora, and that Dotcoza cannot be held responsible or liable, directly or indirectly, for any of the above mentioned 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 and products also offer access to numerous third party webpages. By accepting the terms of this AUP 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 Dotcoza's network websites and webpages or sites displayed as search results or contained within a directory of links on Dotcoza's 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.

Dotcoza 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.

Usenet Newsgroups

The customer is responsible for determining and familiarizing him or herself with the written policies of a given newsgroup before posting to it.

The customer must comply with these guidelines at all times which can be obtained from other users of the newsgroup upon request, or from the group's administrators/moderators.

The following are prohibited practices with regard to Usenet newsgroups and Dotcoza reserves the right to delete and/or cancel posts which violate the following conditions:

- Excessive cross-posting of the same article to multiple newsgroups.
- Posting of irrelevant or off-topic material to newsgroups (also known as USENET spam).
- Posting binaries to a non-binary newsgroup.
- Posting adverts, solicitations, or any other commercial messages unless the guidelines of the newsgroup in question explicitly permit them.

Unsolicited, Bulk, Spam and/or Junk Mail

Spam and unsolicited bulk mail are highly problematic practices. They affect the use and enjoyment of services and products by others and often compromise network security. Dotcoza will take swift and firm action against any user engaging in any of the following unacceptable practices:

- Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail;
- Operating or maintaining mailing lists without the express permission of all recipients listed;
- Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients;
- Using Dotcoza's services or products to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services, that violate this AUP or the AUP of any other Internet service provider;
- Including Dotcoza's name in the header or by listing an IP address that belongs to Dotcoza in any unsolicited email sent through Dotcoza's network or not;
- Failure to secure a customer's mail server against public relay as a protection to themselves and the broader Internet community. 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. 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. Dotcoza 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. Dotcoza also reserves the right to examine the mail servers of any users using Dotcoza's mail servers for "smarthosting" (when the user relays its mail via a Dotcoza 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 Dotcoza's privacy policy.

Spam/virus Filtering

Dotcoza provides a spam and virus filtering system to protect customers from unsolicited mail and viruses. The customer acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to the customer. The customer acknowledges and agrees that Dotcoza shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.

Webmail

Webmail and other web based email services made available by Dotcoza are provided on an "as is" basis without representations, warranties or conditions of any kind, and the customer acknowledges and agrees that Dotcoza 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 Dotcoza. As Webmail storage space is limited, some Webmail messages may not be processed due to space constraints or message limitations.

Webmail is provided to individuals and for personal use only. Any unauthorised commercial use of the Webmail service or resale of the Webmail service is expressly prohibited.

Applications

Access to and the use of applications through the products/services offered by Dotcoza is for the customer only and is subject to the terms and conditions as stipulated in the subscription agreement between the customer and **Dotcoza**.

Practical implications:

Dotcoza will manage bandwidth usage to the best of our ability during peak periods, however, it remains a best effort service. We reserve the right to manage our network in order to optimize its efficiency for the benefit of all our subscribers, including, without limitation, by way of the following:

- rate limiting (speed)
- rejection or removal of spam or otherwise unsolicited bulk e-mail
- anti-virus mechanisms
- protocol filtering and imposing restrictions on your use.

We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers, including limiting your data traffic by controlling your network and/or bandwidth usage.

Peak times (as generally accepted):

Peak times on our network are between 07h00 and 00h00 every day. This means that non-Realtime services will be shaped on a sliding scale, with higher bandwidth users getting shaped more than lower bandwidth users, and the higher bandwidth users will not get full speeds during these times for non-Realtime services (Realtime services will continue at full speeds).

Generally, after midnight and before 07h00 each day, non-Realtime traffic will be less shaped (or not at all when network utilization allows) and the customer will get the fastest speed their line (and the network) allows.

To determine when data will be shaped, Dotcoza's system looks at a variety of factors, such as bandwidth consumption patterns and historical usage, to determine which users are grouped together. The system does this dynamically, so there is no set guideline to determine how the customer will be grouped or shaped, as it is determined by the network capacity at that point in time. The network management system determines how to optimise the available network capacity to benefit all clients and give the best possible overall internet experience.

Quality of Service (QoS) is an important feature which protects the integrity of the network and ensures that all customers get the best service. We strongly discourage (and take active measures to prevent) customers from using means which bypass or override our network management. This constitutes abuse of our network, and will be dealt with as such.

We hope that this helps customers understand what Dotcoza defines as Acceptable Use, how we plan to manage the network and what this means for the customer. If you have any questions please send an email to info@dot.co.za and we will answer it and add it to our FAQ (if it's not already there).

Protection of Minors

Dotcoza prohibits customers from using Dotcoza's services to harm or attempting to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including protecting minors from sexual exploitation in media content.

Dotcoza is registered with the Film and Publications Board and is required to adhere to the Film and Publications Act (No. 65 of 1996) as amended. The customer, as stated in paragraph 1, will be bound by this policy and the terms and conditions it contains, to adhere to the Film and Publications Act (No. 65 of 1996) as amended.

Should you need any assistance relating to the Maintenance Act, you may contact [ISPA](#) for assistance in this regard.

Privacy and Confidentiality

Dotcoza respects the privacy and confidentiality of our customers and users of our products or services. Please review our privacy policy which details how we collect and use identifiable and unidentifiable personal information gathered in the course of operating this service.

User Responsibilities

Customers are responsible for any misuse of Dotcoza's services that occurs through the customer's account. It is the customer's responsibility to ensure that unauthorised persons do not gain access to or misuse Dotcoza's service.

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

Where the customer has authorised a minor to use any of Dotcoza's services or products or access its websites, you accept that as the parent/legal guardian of that minor, you are fully responsible for: the online conduct of such minor; controlling the minor's access to and use of any services or websites; and the consequences of any misuse by the minor, including but not limited to transactions entered into by the minor using such access. Please refer to the following link which offers information regarding the protection of minors from problematic or harmful online content:

<https://ispa.org.za/code-of-conduct/>.

Dotcoza cannot be held liable for any business dealings you have with any third parties on the Internet, including any vendors, or advertisers found on, or through, the Dotcoza network. Further, Dotcoza assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable customs and exchange control laws in connection with any such transactions shall be the customer's.

Users outside of South Africa

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. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, Dotcoza will assist foreign law enforcement agencies (LEAs) in the investigation and prosecution of a crime committed using Dotcoza's resources, including the provisioning of all personal identifiable data.

Notice and Take-down Procedures

Dotcoza confirms that it has a procedure in place for the notice and take-down of illegal material. In compliance with section 77 of the Electronic Communications and Transactions Act (No. 25 of 2002). Dotcoza's designated agent for the process is the Internet Service Provider's Association. **ISPA** can be reached at **010 500 1200**. The notice and take-down procedure can be viewed at <https://ispa.org.za/code-of-conduct/tdn/>. Customers are also notified of the content and procedures of the ISPA Code of Conduct (<https://ispa.org.za/code-of-conduct/>) which may be used against any Internet service provider who fails to comply with the code of conduct. We urge you to familiarise yourselves with this code.

Complaints and procedures

It is the customer's responsibility to familiarise him or herself with the procedure set out below and report any cases of violation of this AUP to Dotcoza's designated complaints handling agent.

Please note that Dotcoza cannot handle complaints concerning networks or users that do not have service contracts with us or our affiliates or are outside of our control.

In order for Dotcoza to thoroughly investigate the complaint and take appropriate action, all complaints must be in writing, via e-mail to abuse@dot.co.za and contain as much information as possible, including, but not limited to:

- the origin of abuse or offence, including the website, full mail headers, relevant logfile extracts etc.;
- any contact details for the source of the complaint;
- A brief explanation why the incident is considered to be an offence.

Dotcoza discourages anonymous complaints being made via this service, and urges complainants to supply their name and contact details to us. Such information will not be released, except where required by law enforcement. Anonymous complaints will however be acted upon as long as sufficient detail as outlined above is supplied.

Action following breach of the AUP

Upon receipt of a complaint, or having become aware of an incident, Dotcoza may take any of the following steps:

- In the case of a network, inform the user's network administrator of the incident and request the network administrator or network owner to address the incident in terms of this AUP and the ISPA Code of Conduct;
- In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means;
- In the case of individual users, warn the user; suspend the user's account and/or revoke or cancel the user's network access privileges completely;
- In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
- Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;
- Institute civil or criminal proceedings;

- 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

Reservation and Non Waiver of Rights

Dotcoza reserves the right to amend or alter this policy at any time, and without notice to you. It is the responsibility of the customer to familiarise him or herself with this AUP and on a regular basis, familiarise him or herself with possible changes or additions to this AUP.

Dotcoza reserves the right to take action against any individuals, companies or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.

Dotcoza 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 our network.

Dotcoza reserves the right to monitor user and network traffic for site security purposes and prevent any unauthorised attempts to tamper with our site or cause damage to our property.

Dotcoza reserves the right to suspend, revoke or cancel Dotcoza's services or products to the customer/user if the safety and integrity of Dotcoza's resources are placed at risk in continuing to provide such service or product to the customer/user.

Dotcoza reserves the right to remove any information or materials in whole or in part, that, in **Dotcoza's** sole discretion, is deemed to be offensive, indecent, or otherwise objectionable.

Dotcoza does not undertake to guarantee the security of any data passing through its networks. Although Dotcoza will provide a "best effort" service, including regular updates on computer viruses and other threats to security of data, it is the responsibility of the communicating parties to safeguard their data, and Dotcoza cannot be held liable for any loss or damage arising as result of the failure to do so.

Dotcoza will apply reasonable effort to make products and services available to customers and to keep services and products available at all times. The customer, however, agrees that Dotcoza will not be liable for any loss or damage caused by or resulting from the unavailability of, interruption in or the use of any product or service for any reason.

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