

Usage Policy

Last updated: 15 April 2022

This policy together with Our Privacy Policy & Terms of Service forms part of and completes the Subscriber Agreement, which is applicable to all Services and products "Services" sold, offered or contracted to Customers by DT Cloud Technologies "DTCT"

The intent of the policy is to ensure Customers are familiar with DTCT's compliance requirements for fair, acceptable usage, to understand their and DTCT's rights with regards to non compliance or breach of this policy, and to ensure Our Services are used only in such a manner that complies with the relevant laws of the Republic of South Africa, as well as in a manner that protects DTCT's network, its Services, its reputation, its and others copyrighted or intellectual or physical property, its staff, Customers and partners, and general internet users from unacceptable usage.

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Usage Policy:

- **Account** means a unique Account created for You to access Our Service or parts of Our Service.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to DT Cloud Technologies Pty Ltd "DTCT".
- **Cookies** are files stored on Your Device, which contains usage information related to Our Website.
- **Country** refers to: The Country You are currently connecting from.
- **South African Law** means all and any laws, policies, codes of conduct and or regulations of the Republic of South Africa.
- **Device** means any Device that can access the Service such as a computer, a cellphone or tablet.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service** refers to Our Website, features, Services and products.
- **Service Provider** means any natural or legal person who is authorized to process data on behalf of the Company.
- **Subscriber Agreement** refers to a legally binding contract, which is agreed to when signing up for any Service.
- **Usage Data** refers to non identifiable data that is collected automatically.
- **Website** refers to Our Website: dtcloud.co.za
- **You** (also referred to as "User", "Subscriber" or "Customer") means the individual Account holder accessing the Service.

General use of Services

DTCT's Services are provided for the general use within, but not limited to the following categories:

- **Communications:** VoIP platforms, Email servers, Chat/Discussion based applications etc.
- **Productivity:** Business automation, Remote workstations, Shared projects/resources etc.
- **Web Hosting:** Personal/Business web sites, Online stores, User portals etc.
- **Data Storage:** Personal/Business file storage, Database servers, Backup systems etc
- **Data Security:** Internal/External VPN, Private proxy servers, Authentication servers etc.

Redistribution of Services

Any Customer, registered, reseller or otherwise is permitted to redistribute or resell any Services purchased or obtained from DTCT under the following conditions:

- DTCT will not provide end user support, other than directly to/through the registered account holder of the Services.
- Services may be redistributed as a product of or contain any reference to DTCT or it's trademarks.
- Services may be rebranded or reconfigured and marketed as the account holder's Service offering.

Only Customers registered as resellers of DTCT's Services will obtain access to rebrand the following Services:

- Virtual PBX (VP1, VP2, VP3)
- Hosted Storage (HS2, HS3, HS4, HS5, HS6)

Fair Usage

To ensure Our Services are utilized in a fair manner towards all users on Our network, kindly take note of the below guidelines.

- Data usage is unlimited, however We may implement a shaping policy per Service after bandwidth usage above 750GB combined upload and download per month.
- Services that use excessive hardware resources over an extended period of time, may be prioritized at a lower tier temporarily.
- DTCT will be in contact should there be a requirement for a Customer to investigate and interact with their Service.

Prohibited Usage

Herewith advised, in addition with the terms, general usage, activities, media or otherwise "Usage" that is deemed prohibited on the DTCT network.

DTCT reserves the right to deem certain Usage not listed here as unacceptable and or prohibited at their discretion.

Kindly get in touch should You require any clarifications or would like to enquire regarding specific Services.

- Usage that is in violation of a law in the Republic of South Africa, or countries of visitors, Customers or otherwise that You allow access to Your Services.
- Usage that is exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- Usage that infringes upon the rights of others including but not limited to hate speech, racism, discrimination and sharing of private information.
- Usage related to the developing, distributing, storing or otherwise of any malicious software such as but not limited to viruses, trojans and malware.
- Usage that involves scanning, probing, testing, stressing or otherwise of any DTCT or its Customers' Services, or any other external Services.
- Attempting to gain unauthorized access to any of DTCT or its Customers' Services, or any other external Services by using any method.
- Displaying, sharing, hosting, distributing or storing any pornographic material, external links to such material or otherwise to the public.
- Displaying, sharing, hosting, distributing or storing any IP or copyrighted material, external links to such material or otherwise to the public.
- Using Services to transmit, send, broadcast or distribute any unsolicited mail or communications that is considered as 'junk' or 'spam'
- Using Services to make unsolicited or 'spam' outbound calls, such as 'cold calling' or any other sales or promotional outbound call centre operations.
- Utilizing any geolocation Service originating from the DTCT network to bypass location restrictions on external or internal services where it is explicitly prohibited by the external or internal service provider.
- Hosting of any public facing sharing or media streaming Service such as but not limited to media/content servers, torrent servers and gaming servers.
- Impersonating or attempting to impersonate DTCT, its staff, visitors, Customers or any other persons or entities.
- Configuring Services in such a manner that results in such Services using an unreasonable amount of resources over an extended period of time.
- Configuring Services that have known vulnerabilities or in such a manner that allows exploitation and or unauthorized access to the Services.
- Collecting of any personal user data without such a user's consent and or in a manner that is in violation of any privacy laws.

Breach of policy

Should it be discovered that a breach of policy has occurred, DTCT reserves the right to act on the breach following the procedures listed below.

In the event any Service is disconnected, suspended or terminated, the Customer will be liable for any unpaid accounts relating to the Service during a new billing cycle, and no refunds will be issued for settled accounts relating to the Service.

Should it be deemed reasonable and or appropriate for a Service to be reactivated due to Customer cooperation or otherwise, an administration fee of R250 will be charged to the related Service account, and the Service reactivated upon receipt of such fee..

Any breach of policy will be handled based on the severity of the breach:

Low: No impact on DTCT or Customers' Services, no unlawful conduct, no ill intended Usage. For Usage that may be deemed inappropriate.

- DTCT will advise the Customer in writing of the breach, and provide a reasonable amount of time for the Customer to rectify the issue.
- Should no action be taken or no communication received from the Customer, DTCT will attempt to get in touch telephonically.
- If no action has been taken by the Customer after a reasonable amount of time has passed, DTCT may disconnect the Service from the network.

Medium: Potential impact on DTCT or Customers' Services, no unlawful conduct, no ill intended Usage. Single breach of prohibit Usage.

- DTCT will advise the Customer in writing of the breach, and provide an urgent timeline for the Customer to rectify the issue.
- Should no action be taken or no communication received from the Customer, DTCT will attempt to get in touch telephonically.
- If no action has been taken by the Customer after a reasonable amount of time has passed, DTCT may disconnect the Service from the network.

High: Impact on DTCT or Customers' Services, no unlawful conduct, no ill intended Usage. Multiple breach of prohibit Usage.

- DTCT will advise the Customer in writing of the breach, and provide a critical timeline for the Customer to rectify the issue.
- Additionally DTCT will attempt to contact the Customer telephonically shortly after the breach notification has been sent.
- If no action has been taken by the Customer within the critical timeline, DTCT may disconnect the Service from the network.

Severe: Impact on DTCT or Customers' Services, unlawful conduct, ill intended Usage. Explicit breach of prohibit Usage.

- DTCT will advise the Customer in writing of the breach, and immediately disconnect the Service from the network.
- Additionally DTCT will attempt to contact the Customer telephonically shortly after the breach notification has been sent.
- In the event of illegal conduct, the Customers access to the Service will be revoked, and a report will be made to the relevant authorities.

DTCT has a zero tolerance stance against unlawful conduct, and as citizens of South Africa it is Our legal obligation to report all incidents of cyber crime, or any other crimes under the common law to the relevant authorities. DTCT maintains the right to retain any evidence regarding committed crimes, and to share this evidence and the personal information of the Customer if required to do so by order of the relevant authorities.

Network abuse and takedowns

DTCT provides Services to Customers that enables self hosting of applications, media, servers and other digital information.

While DTCT and its affiliates go to great lengths to ensure Our Services are only used for acceptable purposes, We can not monitor or control Customer Usage and or personal data. We have provided methods for Customers and the internet community as a whole to report any abuse or prohibited usage that may originate on or from Our network.

We make a proactive effort to monitor public facing Services originating from Our network, such as websites and content that is also visible to the public.

DTCT can not be held liable for any of Our Customers' Usage.

We endeavour to react swiftly on all reports submitted within the fastest time frame possible.

To report network abuse and or copyrighted or intellectual property infringement, please contact us on:

- 0213001374
- abuse@dtcloud.co.za