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# Acceptable Use Policy

## 1. SCOPE

This Acceptable Use Policy (this “Policy”) governs the usage of FLUCCS - THE AUSTRALIAN CLOUD PTY LTD ABN: 90 623 955 395. (“Aussie Hosts”) Data and hosting products and services (the “Services”). This Policy is incorporated by reference into each agreement Aussie Hosts enters into with a client (the “Client”) for the use of such Services. Aussie Hosts may modify this Policy at any time without notice by posting it in Aussie Hosts website ([www.aussiehosts.com.au](http://www.aussiehosts.com.au)).

## 2. PURPOSE

The purpose of this policy is to enhance the quality of our Services and to protect Aussie Hosts’ Clients, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This Policy applies to each Client and its employees, agents, contractors or other users of such Client who obtain Services from Aussie Hosts (each such person being a “User”). Each User should use common sense and good judgment in connection with the Services.

## 3. PROHIBITED USES

### 3.1 Users may not:

- (a) Utilise the Services to send unsolicited e-mail to third parties.
- (b) Utilise the Services in connection with any illegal activity. Without limiting the general application of this rule, Users may not:
  - (i) Utilise the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorisation;
  - (ii) Utilise the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
  - (iii) Utilise the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
  - (iv) Utilise the Services to export encryption software to points outside the Australia in violation of applicable export control laws; or
  - (v) Utilise the Services in any manner that violates applicable law.
- (c) Utilise the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users may not:
  - (i) Utilise the Services to publish or disseminate information that
    - (A) constitutes slander, libel or defamation,
    - (B) publicises the personal information or likeness of a person without that person’s consent or
    - (C) otherwise violates the privacy rights of any person.
  - (ii) Utilise the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

- (d) Utilise the Services in connection with any other disruptive or abusive activity.
- Without limiting the general application of this rule, Users may not:
- (i) Utilise the Services to cause denial of service attacks against Aussie Hosts or other network hosts or Internet users or to otherwise degrade or impair the operation of Aussie Hosts and facilities or the Aussie Hosts and facilities of other network hosts or Internet users;
  - (ii) Utilise the Services to subvert, or assist others in subverting, the security or integrity of any Aussie Hosts systems, facilities or equipment;
  - (iii) Utilise the Services to gain unauthorised access to the computer networks of Aussie Hosts or any other person;
  - (iv) Utilise the Services to provide passwords or access codes to persons not authorised to receive such materials by the operator of the system requiring the password or access code;
  - (v) Utilise the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including “spoofing”) to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames);
  - (vi) Utilise the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
  - (vii) Utilise the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorised system administrator);
  - (viii) Utilise the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
  - (ix) Utilise the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
  - (x) Utilise the Services in any manner that might subject Aussie Hosts to unfavourable regulatory action, subject Aussie Hosts to any liability for any reason, or adversely affect Aussie Hosts public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by Aussie Hosts in its sole discretion; or
  - (xi) Utilise the Services in any other manner to interrupt or interfere with the Internet usage of other persons.
  - (xii) Utilise the Services for tor nodes or game servers.
  - (xiii) Use web hosting space for storage of backup archives or any data which is not directly related to and accessible through the website itself

- (xiv) Storage of email data exceeding 5GB in total per service; this total encompasses all email inboxes additional directories within the cPanel service including the default catchall email account.

## 4. VIOLATIONS

### 4.1 Disclaimer

Aussie Hosts expressly disclaims any obligation to monitor its Clients and other Users with respect to violations of this Policy. Aussie Hosts has no liability or responsibility for the actions of any of its Clients or other Users or any content any User may post on any Web site.

### 4.2 Reporting Non-Copyright Violations

Aussie Hosts encourages users to report violations of this policy by e-mail to: [abuse@aussiehosts.com.au](mailto:abuse@aussiehosts.com.au) including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

## 5. REMEDIES

If Aussie Hosts learns of a violation of this Policy, Aussie Hosts will respond to the applicable Client and may, in Aussie Hosts sole discretion, take any of the following actions, in accordance with the severity and duration of the violation (but is not obligation to do so):

- (iii) Warning the Client;
- (iv) Suspending the offending Client from the Services;
- (v) Terminating the offending Client from the Services;
- (vi) Imposing fees or charges on the offending Client account in accordance with the applicable service schedule or order for service;
- (vii) Removing the offending content;
- (viii) Taking other action in accordance with this Policy, the applicable service contract or applicable law.

## 6. RESERVATION OF RIGHTS

Aussie Hosts reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving Aussie Hosts Services, Clients and other Users. Aussie Hosts reserves all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations. Aussie Hosts may utilise technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this Policy and each Client agrees that Aussie Hosts is authorised to monitor its communications through Aussie Hosts network for such purposes.