Acceptable Use Policy

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This Acceptable Use Policy ("AUP") governs your use of the Services and is incorporated by reference into Zone Networks Pty Ltd Terms of Service.

By using our web hosting services, you agree to comply with our policies. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users.

We expect you to have a basic knowledge of how the Internet functions, the types of uses that are generally acceptable and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use. The following are unacceptable uses: illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, harassment, fraud, drug dealing, IRC, spam and other illegal activities.

Should you have any questions regarding this Agreement, or any of our other policies, please contact us by emailing sales@zonenetworks.com.au

This is a legal document that all customers of Zone Networks Pty Ltd are required to accept.

Last updated 17 Jan. 2018.

1. Definitions

1.1 "Provider" or "Zone Networks" refers to Zone Networks Proprietary Limited, with ABN 83 136 050 578 and ACN 136 050 578.

1.2 "Service" or "Services" refers to the products or services ordered from Zone Networks.

1.3 "Customer" refers to the person or organisation purchasing or receiving a product or service from Zone Networks.

1.4 "Customer Service" means the relationship between Zone Networks staff and the Customer, with the purpose of assisting the Customer with a question they have asked.

1.5 "My Account" refers to the billing account supplied to the Customer upon registration, accessible at https://myaccount.zonenetworks.com.au/clientarea.php.

2. Acceptance

2.1 The Customer signified acceptance of our Acceptable Use Policy, as well as our Terms of Service, Privacy Policy, and Customer Service Policy when they submitted their order to Zone Networks for Services, and that order was accepted.

2.2 The Customer acknowledges that they are solely responsible for ensuring that all Service(s) are in full compliance with this policy, and that they are solely

responsible for the files and applications that have been uploaded and executed.

3. Unacceptable Content and Material

3.1   The Customer may not publish, transmit, distribute or store any content or material on Zone Networks servers or network that Zone Networks believes to be:

- pornography or child pornography
- excessively violent or incites, threatens or implies violence
- information that is defamatory or violates a person's privacy
- related to illegal gambling or firearms trafficking or promotes illegal drugs or violates import or export laws
- comprising of harassing content or hate speech
- unfair or deceptive under any relevant Fair Trading or Consumer Affairs act in your state
- otherwise illegal, malicious, fraudulent, or may result in retaliation against Zone Networks by offended viewers.

4. Prohibited Use

4.1   The following Services
- Linux cPanel Shared hosting
- Linux cPanel Reseller hosting
- Windows Shared Hosting
- Windows Reseller Hosting

May not for used for storage of backup archives nor any data which is not directly related to and accessible through the website itself.

4.2   Services, including but not limited to cpanel web hosting, windows web hosting, dedicated servers, virtual servers and colocation may not be used for:
- IRC scripts or bots

- Pirated software or "warez" sites

- IRCD (irc servers)

- Image Hosting Scripts (similar to Photobucket or Tinypic)

- Bruteforce Programs/Scripts/Applications

- Mail Bombers/Spam Scripts

- Sites promoting illegal activities

- Hacker focussed sites, archives or programs

- Lotteries, banking or investment sites (such as Pyramid or Ponzi schemes)

- Banner-Ad services (commercial banner ad rotation)

4.3   Game Services and Voice services related to Games are not allowed on our Business network. If you wish to host any game related services on our network, please contact the Sales Department prior to ordering so we can place your services on our Gaming Network. If Game related services are found on our Business Network, your Service will be suspended.

5. **Spam and Bulk Email**

5.1   Zone Networks expressly forbids the use of its servers and network infrastructure for the purposes of SPAM mailings or any other mass mailing which could reasonably be defined as unwanted and/or unwarranted.

5.2   Zone Networks allows the use of its servers and network infrastructure for mass mailings based on a mailing list – whether compiled or purchased – in accordance with Australia's Spam Act 2003 and associated amendments.

In summary: you must have received consent from all persons and/or entities on that list to receive e-mail messages from you or you must have a reasonable previous association with such persons in order to send them e-mail messages as part of a bulk mailing.

For more information on Australia's Spam Act 2003, please see:

http://www.dbcde.gov.au/online_safety_and_security/spam/anti-spam_legislation

6. **Backup**

6.1   Zone Networks maintains daily backup images of files and databases to be restored in the event of a system failure, for the following services:

- cPanel shared web hosting

- cPanel reseller web hosting

- Windows shared web hosting

- Windows reseller web hosting

- Managed VPS Hosting - If Backup is included as part of the management service

- Managed Dedicated Server - If Backup is included as part of the management service

6.2   The Customer warrants they will maintain a local or off-site backup of their Service data at all times.

6.3   As per the Terms of Service, Zone Networks will not be held liable for data loss under any circumstances and it is the Customer's sole responsibility to ensure that they have a backup of all data.

6. **Excessive Resource Usage**

6.1   Per CPU core limits apply to all shared cPanel hosting services and are limited to the following via CloudLinux:

- cPanel Shared Hosting Services are limited to 100% CPU, 2GB RAM, and 50 entry processes

All limits are enforced utilizing CloudLinux software that monitors resources on all shared cPanel hosting services.

A "503 Service Temporarily Unavailable" page will be displayed to visitors whom attempt to visit the page whilst the limits are being exceeded.

6.2   All shared cPanel and Windows services, the customer may not:
- Execute scripts in which the task takes longer than 240 seconds to complete;
- Consume greater than 250,000 inodes (1 file equals 1 inode);
- Perform any task which generates high IO load or large amounts of system memory;
- Perform any tasks which unreasonably consumes excessive server resources causing issues for other Customers on the shared service;
- Host or utilise any bit torrent applications, trackers or clients on the shared service;
- Execute cron entries with intervals less than 15 minutes;
- Operate or utilise a script which does not close MySQL/MS SQL connections upon completion

7. Systems and Network Security

7.1   The Customer agrees that they will not, and will not allow any other person to, violate or attempt to violate any aspect of the security of the systems of Zone Networks.

7.2   The Customer understands that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

Examples of violations are:
1. Accessing data unlawfully or without consent;
2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
3. Attempting to interfere with service to any user, Zone Networks services or network, including, without limitation, via means of overloading,

4. "Flooding", "Mail Bombing", "Crashing" or "Denial of Service";

5. Forging any TCP/IP packet header or any part of the header information in any unsolicited manner.

6. Taking any action in order to obtain services to which the Customer is not entitled.

7.3   Zone Networks will take every reasonable measure to mitigate denial of service attacks, however accepts no responsibility for such.

8. Non-compliance and Remedy

8.1   Any Service(s) that are found to be in breach of this policy but have not caused any known inconvenience to other Customers will result in an email notification being sent to the Customer asking for changes to be made in order to comply with this policy. The Customer is required to acknowledge this email and advise Zone Networks what actions have been taken to remedy the breach. Failure to comply may result in the Service(s) being suspended without additional warning.

8.2   Any Service(s) that are found to be in breach of this policy that have caused issues and/or degradation of service for other Customers will result in immediate suspension followed by an email notification requesting changes be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed to remedy the breach.

8.3   Any Service(s) that are found to be in breach of this policy and have recorded a prior breach within three (3) months of the new breach will result in immediate suspension followed by an email notification requesting changes be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed to remedy the breach, and a re-activation fee has been paid in full.

8.4   Any Service(s) that are found to be in breach of this policy and have recorded two (2) prior breaches within three (3) months of the new breach will result in immediate suspension followed by an email notification advising that the Service(s) must be moved to another provider immediately. Zone Networks will supply the Customer with a backup archive of their files if available, and termination of the service and all backup data will occur within seven (7) days. If the Customer does not respond to this notice, the Service(s) may be terminated without further notification.

8.5   Suspension notification emails (as detailed in 8.1 to 8.4) will be sent to the nominated account holder email address, and the Customer warrants that, in line with the Terms of Service, this address will be kept current and up to date. We recommend using an externally hosted email address to ensure continued delivery of important service information and notifications.

8.6   The Customer will be solely liable for any fees or charges that are paid by Zone Networks to third party providers for the unblocking of any restrictions they have placed due to Service(s) operated by the Customer breaching this policy.

8.7   As per the Terms of Service, the Customer will not be entitled to a refund or credit if any of Zone Networks Terms, Policies and Agreements have been breached.

9. **Changes & Alterations to Policy**

9.1   Zone Networks may amend our Acceptable Use Policy at any time. Changes to this agreement will become effective upon publication to our website.

9.2   Continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Services in-line with our cancellation policy found within our Terms of Service.