

# Acceptable Use Policy (AUP)

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## 1. Definitions

- 1.1. "CloudLinux" means server-side software that monitors resources to ensure operation within set limits.
- 1.2. "Customer" means the person or entity who ordered services provided by Perth Web Hosting.
- 1.3. "Customer Service" means the relationship between Perth Web Hosting staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.4. "Support Ticket" refers to a secure electronic message sent by the Customer to Perth Web Hosting via MyToolbox for assistance or for any questions they may have with any Service(s).
- 1.5. "Legacy Service" or "Legacy Service(s)" means any Basic or other Service added from time-to-time that is not currently offered for purchase by new and/or existing Customers through any of Perth Web Hosting's Service procurement channels.
- 1.6. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, any Legacy Services, the provisioning of space on one of our servers and a connection to and from the internet for web, email hosting and/or FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL and VPS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Perth Web Hosting has sent after the Customer requests the service. The specific details of the Services can be found by logging in to MyToolbox or on our website. The specific details of any Legacy Services can be found by logging in to MyToolbox.
- 1.7. "MyToolbox" refers to Perth Web Hosting's customer account, billing and management portal, available online at <https://clients.perthwebhosting.net.au>.

## 2. Acceptance

- 2.1. The Customer signified acceptance of this Acceptable Use Policy, as well as our Terms of Service, Privacy Policy and any applicable Registrant Agreement, when they submitted their order to Perth Web Hosting 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 Perth Web Hosting's servers or network that Perth Web Hosting believes:
  - a. Constitutes child pornography;
  - b. Is excessively violent or incites, threatens or implies violence;
  - c. Contains harassing content or hate speech;
  - d. Is unfair or deceptive under any relevant Fair Trading or Consumer Affairs act in your state;
  - e. Is defamatory or violates a person's privacy;
  - f. Creates a risk to a person's safety, health or security;

- g. Compromises national security or interferes with an investigation by any law enforcement agency;
- h. Improperly exposes trade secrets or any other confidential or proprietary information of another person or business;
- i. Is intended to assist others in defeating technical copyright protection, which includes illegal file sharing and torrents;
- j. Clearly infringes on another person or businesses trade mark, patent or property;
- k. Promotes illegal drugs or violates import or export laws;
- l. Relates to illegal gambling or firearms trafficking;
- m. Is otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to Perth Web Hosting;
- n. Is otherwise malicious, fraudulent, or may result in retaliation against Perth Web Hosting by offended viewers.

#### **4. Prohibited Use**

- 4.1. Shared cPanel or Plesk (Odin) web hosting Services may not be used for the following purposes:
  - a. For storage of backup archives nor any data which is not directly related to and accessible through the website itself.
- 4.2. Legacy Services, including but not limited to shared cPanel or Plesk (Odin) web hosting may not be used for the following purposes:
  - a. For storage of backup archives nor any data which is not directly related to and accessible through the website itself.
  - b. For storage of email data exceeding 5GB in total per service; this total encompasses all email inboxes, additional directories within the cPanel or Plesk (Odin) service including the default catchall email account.
- 4.3. Services, including but not limited to shared cPanel or Plesk (Odin) web hosting Services, Dedicated Email hosting Services and Virtual Private Servers (VPS), may not be used for any of the following activities:
  - a. IRC scripts or bots;
  - b. Proxy scripts or anonymous browsing utilities;
  - c. Image or file hosting scripts (similar to Photobucket, Rapidshare, etc);
  - d. IP scanners;
  - e. Pirated software or "warez" sites;
  - f. Banner advertisement services;
  - g. Lotteries, banking or investment sites (such as Pyramid or Ponzi schemes);

- h. Hacker focussed sites, archives or programs;
- i. Sale of any controlled substance without having the appropriate permits;
- j. Sites promoting illegal activities;
- k. Any game servers (such as Counter Strike, Half Life, etc);
- l. Any VoIP service primarily associated with game server communities (such as TeamSpeak);
- m. Any other purpose that Perth Web Hosting have deemed as unacceptable.

## 5. Security

- 5.1. The Customer acknowledges that they are solely responsible for what is hosted from and stored in the Service and/or Legacy Service.
- 5.2. The Customer agrees to keep all PHP and CGI scripts up to date with the latest release or stable versions as directed by the publisher or developer. Failure to do this may result in security vulnerabilities leading to your Service being compromised, defaced or destroyed.
- 5.3. The Customer warrants that their Service usernames and passwords will be kept in a safe and secure location at all times, and that they will not use dictionary words or consecutive strings as a password.
- 5.4. The Customer agrees to keep all file and folder permissions set correctly. If you are unsure of what permissions should be set, please login to MyToolbox and use the Permission Fixer.
- 5.5. Customers with VPS Services are required to:
  - a. Ensure the VPS is secured as soon the Service has been provisioned by Perth Web Hosting;
  - b. Install firewall software (we recommend CSF);
  - c. Perform security audits and updates of system software on a regular basis;
  - d. Change the root password on a regular basis;
  - e. Perform any other maintenance that is required on the VPS Service on a regular basis.

## 6. Excessive Resource Usage

- 6.1. CloudLinux CPU core, RAM allocations, I/O usage, Processes and inodes count limits apply to all shared cPanel and/or Plesk (Odin) web hosting Services, including Legacy Services. Any Service which exceeds these limits will automatically display a *"503 Service Temporarily Unavailable"* message to all visitors until the resource usage falls below the assigned limits.
- 6.2. For all shared cPanel and/or Plesk (Odin) web hosting Services and Legacy Services, the Customer may not:
  - a. Perform any task which unreasonably consumes server resources leading to degradation of the shared hosting server environment for other Customers;

- b. Consistently utilise the resource allocations as set within CloudLinux to a level at or near to complete utilisation for any singular resource type;
  - c. Perform any task which generates excessive IO load;
  - d. Consume large amounts of system memory;
  - e. Consume more than the allocated inode limit assigned to the Service, where 1 file equals 1 inode;
  - f. Execute a script which takes longer than 300 seconds to complete;
  - g. Operate a script which does not close MySQL connections upon completion;
  - h. Run any server-side or stand-alone processes or daemons;
  - i. Run cron entries with intervals less than 15 minutes;
  - j. Use PHP includes that call the full URL instead of a local file (eg. `include(http://domainname.com/file.php)` instead of using `include("file.php")`);
- 6.3. For all VPS Services, the Customer:
- a. May not have a sustained network throughput (in or out) of more than 10Mbit/s over 300 seconds;
  - b. Should ensure that they have sufficient physical memory to run all applications and does not continuously use swap space, which causes high IO consumption.
- 6.4. Perth Web Hosting reserves the right to suspend any Service(s) utilising excessive network resources, and reserves the right to charge excessive usage fees for excessive usage. Perth Web Hosting may make reasonable attempts to notify the Customer at the time of suspension, however, notification is not guaranteed and the Customer should ensure they are compliant with all policies at all times.
- 6.5. Exemptions to elements of our Excessive Resource Usage policy may be granted on a case-per-case basis in consultation with our management team. For further information, or to request exemption to specific elements, please contact our support team.

## 7. Backups

- 7.1. Any Legacy Service that exceeds 10GB in size per cPanel Service will be automatically excluded from all backup routines and rotations. In this case, Perth Web Hosting may notify the Customer via email and give them the option to:
- a. Remove any data that is not needed and bring the total storage back to being under the 10GB limit, allowing the Service to be re-introduced to the backup routine and rotation;
  - b. Purchase a *cPanel* or *Plesk (Odin) Backup* add-on for a minimal monthly fee.
  - c. Continue without Perth Web Hosting taking backups and rely solely on their own backups for all disaster recovery scenarios.

- 7.2. The Customer acknowledges if a VPS Service has the r1soft add-on, it is their sole responsibility to ensure that the service is running and that backups are actively being taken, even if Perth Web Hosting staff completed the initial setup and configuration of the VPS.
- 7.3. The Customer warrants they will maintain a local or off-site backup of their Service data at all times.
- 7.4. As per the Terms of Service, Perth Web Hosting 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.

## **8. Spam and Bulk Email**

- 8.1. The Customer warrants that they will not knowingly use the Service for sending any unsolicited email or any unsolicited bulk email (commonly known as spam).
- 8.2. The Customer may not use any purchased email list for individual or bulk email sending.
- 8.3. Perth Web Hosting assigns a limit to outbound emails per domain, per hour on all Service(s). Any Customer who attempts to send more than the allowed and allocated amount will receive an undeliverable message for up to one (1) hour after the limit has been reached. All email over the limit will be discarded.
- 8.4. The Customer agrees that all mailing list applications, including but not limited to Mailman, will have no more than 2,000 individual email addresses per list per domain.
- 8.5. The Customer warrants that all mailing lists used are "opt-in" by the recipient, and all recipients in the list have consented to being on the list.
- 8.6. The Customer warrants that all commercial emails sent contain an appropriate mechanism for the recipient to "opt-out" of the list.
- 8.7. The Customer warrants that all email sent, either individually or bulk, complies with the Australian Spam Act 2003, the United States CAN-SPAM Act 2003 and any other relevant Spam-related legislation that may be created or amended from time to time.

## **9. Non-compliance and Remedy**

- 9.1. 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 Perth Web Hosting what actions have been taken to remedy the breach. Failure to comply may result in the Service(s) being suspended without additional warning.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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. Perth Web Hosting 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 and the Customer will forfeit any monies they've already prepaid to Perth Web Hosting for their terminated service.

- 9.5. Suspension notification emails (as detailed in 9.1 to 9.4) 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.
- 9.6. The Customer will be solely liable for any fees or charges that are paid by Perth Web Hosting to third party providers for the unblocking of any restrictions they have placed due to Service(s) operated by the Customer breaching this policy.
- 9.7. As per the Terms of Service, the Customer will not be entitled to a refund if any of Perth Web Hosting's Terms, Policies and Agreements have been breached.

## **10. Changes**

- 10.1. Perth Web Hosting may amend our Acceptable Use Policy at any time. Changes to this agreement will become effective upon their publication to our website.
- 10.2. 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.

**If you have any questions about this agreement, please contact our Management team via email at [enquiry@perthwebhosting.net.a](mailto:enquiry@perthwebhosting.net.a)**

