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# Acceptable Use Policy

<b>Fundamentals</b>	<b>1</b>
<b>Prohibited uses</b>	<b>1</b>
<b>Unlimited disk space shared plans</b>	<b>2</b>
<b>Suspension and termination</b>	<b>2</b>
<b>Changes to the acceptable use policy</b>	<b>3</b>

## Fundamentals

This acceptable use policy sets out the terms between you and us under which you may use your hosting services. This acceptable use policy applies to shared and dedicated server hosting.

Your use of your services means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms and conditions.

## Prohibited uses

You may use your hosting services only for lawful purposes. You may not use your services:

- In any way that breaches any applicable local, national or international law or regulation, including copyright or other intellectual property law.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.

- For using your services in a way intended to harm our network, its reputation, or the reputation of our company.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## Unlimited disk space shared plans

Our unlimited disk space shared plans are intended to be used to host websites under your direct ownership - they are not unlimited reseller plans.

We reserve the right to withdraw support or suspend the service where such plans are:

- excessively used to effectively resell our hosting services to multiple customers.
- used as bulk media sharing sites.
- used as backup storage facilities.

## Suspension and termination

Suspension of your services may occur in the following cases:

- Payment is overdue. We accept no liability should our inability to take a payment cause an account to become overdue.
- Malware or other suspect content has been discovered in your shared hosting account.
- Spam or fraud/phishing email has been sent from your hosting services.



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Notwithstanding the above, failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our services, and may result in our taking all or any of the following actions:

- Issue of a warning to you.
- Immediate, temporary or permanent withdrawal of your right to use our services.
- Immediate, temporary or permanent removal of any material from our services.
- Legal proceedings against you which may include, but not be limited to, recovery of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Notification of law enforcement authorities where we feel this is absolutely necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you.