

Server Cat

Acceptable Use Policy



ACCEPTABLE USE POLICY – SERVER CAT PTY LTD

THE ACCEPTABLE USE POLICY FORMS PART OF THE AGREEMENT AND SETS OUT DISRUPTIVE AND ILLEGAL ACTIVITIES WHICH YOU (OR ANY USERS) ARE PROHIBITED FROM USING THE SERVICES TO ENGAGE IN. IF YOU OR ANY USERS DO NOT COMPLY WITH THE POLICY THEN TABBY IS ABLE TO SUSPEND OR TERMINATE THE PROVISION OF SERVICES TO YOU.

1. DEFINITIONS

In this Acceptable Use Policy (**Policy**), capitalised words have the following meaning:

Agreement means an agreement for dedicated hosting services entered into between TABBY and the Customer.

Customer means the person who has entered into an Agreement with TABBY for the provision of the Services.

TABBY means Server Cat Pty Ltd.

Services means the dedicated hosting services, and any other additional services, provided by TABBY to the Customer pursuant to an Agreement.

User or **Users** means the Customer or any other person or entity that the Customer permits or allows to access the Services.

2. INTRODUCTION

This Policy governs the use of the Services by the Customer. This Policy is incorporated by reference into each agreement TABBY enters into with a Customer for the use of such Services. TABBY may modify this Policy at any time without notice by posting it on TABBY's website (www.servercat.com.au).

3. WARRANTY

The Customer is solely responsible for the content of any postings, data or transmissions using the Services, or any other use of the Services by a User.

The Customer represents and warrants that Users will not use the Services for any activity which is prohibited by TABBY under this Policy.

4. PROHIBITED ACTIVITY

4.1 Disruptive Activity

The Customer must not, and will ensure that Users will not, use the Services for any disruptive activity, being any activity which interferes with, or causes or contributes to disruption(s) of other network users, network services or network equipment. Disruptive activity includes but is not limited to using the Services:

- a) to impair the operation of TABBY or its facilities or the facilities of other network hosts or Internet users;
- b) to subvert, or assist others in subverting, the security or integrity of TABBY's systems, facilities or equipment;
- c) to gain unauthorised access to the computer networks of TABBY or any other person;
- d) to forge the signature or other identifying mark or code of any other person, impersonate or assume the identity of any other person or engage in any other activity to attempt to deceive or mislead other persons regarding the true identity of the User;
- e) to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment;
- f) to conduct port scans or other invasive procedures against any server (except a server for which the User is an authorised System Administrator);
- g) to distribute, advertise or promote software or services which have the primary purpose of encouraging or facilitating unsolicited commercial email or spam; or
- h) in any other manner, whether intentionally or inadvertently, which interrupts or interferes with the Internet usage of other persons.

4.2 Unlawful Activity

The Customer must not, and will ensure that Users do not, use the Services for any unlawful, tortious or actionable activity, which includes but is not limited to using the Services to:

- a) publish or disseminate defamatory material, personal information or likeness of a person without that person's consent; or material which otherwise violates the privacy of any person; threaten harm to any person, or harass or abuse any person; or
- b) solicit acts or services that are unlawful.



4.3 Illegal Activity

The Customer must not, and will ensure that Users do not, use the Services for any illegal activity, which includes but is not limited to using the services to:

- a) copy material from third parties (including text, graphics, music, videos or other material the subject of copyright protection) without proper authorisation;
- b) misappropriate or infringe the intellectual property rights of any third party, including patents, copyright, trademarks and other rights;
- c) traffic in illegal drugs, illegal gambling, obscene materials or any other products or services that are prohibited under law;
- d) export or import software, technical information, encryption software or technology in violation of regional export control laws; and
- e) solicit acts or services that are illegal.

5. **SUSPENSION AND TERMINATION OF SERVICES**

TABBY may suspend or terminate the Services immediately, without giving the Customer prior notice, if TABBY reasonably believes in good faith that the Customer or any other User is using the Services for any activity which is prohibited under this Policy.

6. **INDEMNITY**

The Customer indemnifies and holds harmless TABBY from and against all liabilities, judgements, claims, damages, settlements, expenses and costs (including legal fees and litigation expenses) arising out of or relating to any and all claims by any person relating to use of the Services, including, but not limited to, use of the Services without the consent of the Customer.

