

Acceptable Use Policy

Effective April 1, 2005

Distribute.IT has developed this Acceptable Use Policy (**AUP**) to promote the integrity, security and reliability of our services and ensure that you have due regard to the law and the needs of other users. You will be held responsible for your use, the users of your systems, and in the case of resellers, any third party use.

Your use of Distribute.IT's services constitutes your acceptance of this Policy. Distribute.IT reserves the right to modify this policy at any time and post changes to this AUP on our website only.

1. Definitions

In this document, unless the context requires otherwise:

Distribute.IT, We, Our or Us refers to Distribute.IT Pty Ltd [ACN 101 292 237]

Customer, You or Your refers to the person or legal entity using the service provided by Distribute.IT

Service or Services refers to the provision of web hosting services by Distribute.IT to the Customer

Spam means:

- (a) commercial messages (including any offers, advertisements, promotions to supply goods, services, business or investment opportunities, or if purpose of the message is to assist or enable a person to dishonestly obtain a gain from another person);
- (b) sent to recipients who are not known to you, who have not requested the material, or who have not granted permission for the mail to be sent to them; and
- (c) delivered via electronic means including email, discussion groups, fax, SMS, MMS and ICQ messages.

2. Acceptable Use

Use of Distribute.IT's services must:

- 2.1 comply with all current laws and regulations, including but not limited to, regulations relating to copyright, license agreements and patents
- 2.2 comply with Distribute.IT's Terms and Conditions
- 2.3 comply with Distribute.IT's mail service limits, as specified with each hosting service offered by Distribute.IT

3. Unacceptable Use

- 3.1 By way of example, and not limitation, the following acts are expressly prohibited. The Services should not be used in any way which in the opinion of Distribute.IT:
 - a. Violates local, state, federal, or International Law;
 - b. Could be considered threatening, obscene, indecent, defamatory, threatening or that otherwise could adversely affect any individual, group or entity.
 - c. Is, or could reasonably be considered, Deceptive or fraudulent practice.
 - d. Infringes on the intellectual property rights of others, including, but not limited to, copyrights, trademarks, service marks, trade secrets, patents.
 - e. Are designed to violate this AUP, which includes the facilitation of the means to spam by Advertising, transmitting, or otherwise making available any software, program, product, or service, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.
 - f. Breaches, or has the potential to breach, the anti-Spam laws in place in Australia. More information on Australia's Spam legislation can be found at http://www.aca.gov.au/consumer_info/spam/

- g. Where the FROM or REPLY TO email address is managed by Distribute.IT, or any such actions which Distribute.IT deems to potentially compromise or adversely affect service standards.
 - h. Promotes deceptive and or illegal marketing practices, products or services
 - i. Deliberately transmits computer viruses, worms, trojan software, or other malicious programs.
 - j. Interferes with, disrupts, or denies service including, but not limited to, using any technique to intentionally degrade or disable the delivery of any legitimate data (e.g., denial of service attacks).
 - k. Attempts to gain unauthorized entry to any site or network including, but not limited to, executing any form of network probing, monitoring or other information gathering on someone else's site or network.
 - l. Attempts to circumvent host or user authentication or other security measures of any host, network or account.
 - m. Maintains an Open Email Relay/Open Data Relay or allowing any data to be sent through one's system by an unrelated third party, including, but not limited to, via open email gateways and open proxy servers.
 - n. Manipulate or bypass Distribute.IT's usage limits.
 - o. Which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you.
- 3.2 The following acts are expressly prohibited in relation to Distribute.IT's mail services:
- a. Harassment including, but not limited to, language, frequency or size of messages.
 - b. Unauthorized use, or forging, of mail header information.
 - c. Solicitation of mail for any other E-mail address other than of the poster's account or service with the intent to harass or to collect replies.
 - d. Creating or forwarding "chain letters" or other "schemes" of any type.
 - e. Infringement of mail service restrictions as defined by your services stated limits.
 - f. Undertake activities which cause or may cause third party service providers to place Distribute.IT's IP addresses on a blacklist and/or block those IP addresses.

4. Third Party Complaint Process

- 4.1 Complaints, from Customers or the Public, can be forwarded to Distribute.IT via email to support@distributeit.com.au, where you believe there is a potential violation of this AUP. Distribute.IT management will review all complaints as quickly as possible and take all necessary actions as deemed appropriate by Distribute.IT.
- 4.2 You have a right to complain to the Australian Broadcasting Authority (ABA) about content. If you discover content on a website hosted by Distribute.IT you can make a formal complaint to the ABA via their website (www.aba.gov.au).

5. Enforcement of AUP

- 5.1 If, in the opinion of Distribute.IT, a Customer is found to be in breach of this AUP, Distribute.IT reserves the right to:
 - a. Filter, block, suspend and/or terminate access to the service at any time and without prior notice
 - b. Notify and provide relevant information to authorities where it is deemed appropriate by Distribute.IT.
 - c. Delete any or all of your information, material, software or other content stored on our system at our sole discretion
- 5.2 You agree that you will have no claim against Distribute.IT in respect of any action reasonably taken by Distribute.IT in its implementation of these Policies and you Indemnify Distribute.IT against any claim by a User arising out of the same.