

## ALL BLUECENTRAL HOSTING SERVICES

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This Usage Policy applies to all Customers and users of BlueCentral's infrastructure, network and systems for communications and hosting services (collectively "Services"). It is intended to ensure that your use (and that of all other Customers and users) of Blue Central's Services is optimized by minimizing disruptions and outages caused by use otherwise than in accordance with the terms of each Customer's agreement with BlueCentral or by use which unfairly interferes with the rights of other Customers and Internet users. It is also intended to ensure that each Customer understands its obligations to comply with legislation which applies to Content which may be hosted on Customers websites or transmitted over telecommunications networks.

We may from time to time amend this Usage Policy. Your use of our Services after any amendments or revisions have been posted on our website ([www.bluecentral.com](http://www.bluecentral.com)) will constitute your acceptance of the amended Usage Policy.

### Responsibilities of Customers

You must:

- Use our Services in a manner which complies with all relevant laws, whether Federal, State or international;
- Comply with all service usage limitations applicable to the plan or product selected by you;
- Be solely responsible for disseminating or posting content through the Services or publishing on the web pages of your site, including obtaining legal permission to use any works included in such content and/or web pages;
- Respect the legal protection afforded by copyright, trade mark, patent and other laws protecting intellectual property rights in material, including content and software applications, accessible through the Internet;
- Respect the privacy of others and the legal protection afforded by the Privacy Act (Cth) 1988 and all other applicable laws and regulations; and
- Use our Services in a manner which does not interfere with, jeopardise or disrupt our Services (including their operation) or other Internet users.

### Unacceptable Usage

You must not use our Services to:

- Violate anyone's copyright or intellectual property rights;
- Publish or transmit defamatory, obscene, threatening, abusive or offensive material or content which breaches the ratings of the Classification Board;
- Publish content which is unsuitable for minors without using appropriate warnings and/or labeling systems for that content,;
- Enable minors to access content inappropriate for a minor or to make contact with minors other than minors known to you;
- Facilitate or engage in "spamming" which we regard as unsolicited broadcast or commercial email sent to recipients who do not affirmatively and verifiably request the material, collect or redirect responses from unsolicited emails sent from accounts with other Internet service providers, or any activity which is prohibited under:
  - (a) the Spam Act 2003 (Cth);
  - (b) any other applicable legislation and regulations; and

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(c) policies or regulations of any regulatory authority or body having jurisdiction over such activities;

Breaches of the SPAM Act 2003 (Cth) carry heavy penalties (up to \$220,000 per day for individuals and up to \$1,100,000 per day for companies).

- Facilitate or engage in the sending of solicited broadcast, bulk or commercial email or otherwise utilize our Services in a manner which may, in our opinion, compromise or adversely affect server performance or network integrity.
- Create or propagate Internet viruses, worms and other types of malicious programs;
- Facilitate or engage in "Hacking" which we regard as including gaining illegal or unauthorized access to any computers, accounts or networks accessible through the Internet;
- Misrepresent transmission information by forging, deleting or altering message headers, return mail information and/or Internet Protocol addresses in order to conceal or misidentify the origin of a message;
- Interfere with, disrupt or jeopardise or threaten to interfere with, disrupt or jeopardise our Services and/or the ability of our customers or any of them to use the Services; or
- Breach any relevant law, Federal, State or international.

If you have Shared Web Hosting, you also must not:

- Distribute or store multimedia files if those files account for more than 70% of the disc space usage on your website in terms of total space and/or number of files. For these purposes multimedia files comprise any graphic, audio and video files;
- Use our Services for development purposes;
- Use our Services for CGI script sharing; or
- Run background programs without our prior written permission.

### Fair Usage

You agree to comply with the service usage limitations of the plan or product selected by you. Service usage limitations apply to:

- Bandwidth
- Traffic (inbound, outbound and aggregated)
- Data storage
- Server resources
- Mailboxes.

It is your responsibility to be aware of the usage limitations under the plan or product selected by you, and to observe them.

These limitations enable us to operate our network at optimal efficiency for the benefit of all Customers and users, and to ensure that all our customers enjoy internet services of the highest quality. If you exceed the service usage limitations applicable to your plan, we may at our option shape your services, charge additional fees and/or take other actions to restrict use of the services until the service usage limitations are observed. If excessive use in breach of the service usage limitations in your Plan adversely affects server performance or network integrity, we reserve the right to shut down your service without notice to you.

BlueCentral reserves the right to refuse service to a client if their peak usage of resources exceeds 10x the usage of an average BlueCentral customer. This includes but is not limited to total mail domain

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allocated space, the number of mail users under unlimited user plans and shared webhosting data usage under unlimited plans. Additional fees and charges may apply for usage outside these terms.

### **Breach of Usage Policy**

We exercise no direct supervision or control whatsoever of content and software transmitted through our network or hosted on our infrastructure, and we do not monitor your websites, the content published them or your activities to determine whether they fail to comply with this Usage Policy or with any relevant law. We do monitor usage limitations using various tools to ensure that our network and infrastructure is operating at optimal efficiency.

When we become aware of any breach or threatened breach of this Usage Policy, we may take whatever action we deem necessary, in our sole discretion and without notice to you, to correct such breach or threatened breach, including:

- Monitoring your website and traffic;
- Shutting down a website;
- Suspending or denying access to the Services or to the Internet on a temporary or permanent basis; and/or
- Deleting or removing content or software stored on our infrastructure.

In certain circumstances we can be required to remove content from our network infrastructure by third parties, including on receipt of a Take Down Notice under the Copyright Act of 1968 (as amended)(Commonwealth of Australia).

In all cases you will indemnify us against, and we will not be held liable for, any loss or damage which you may suffer through the suspension, unavailability or removal of the Services or which we may suffer where your use of the services causes loss or damage to a third party.

### **Disclosure of Information**

You should be aware that we may disclose information relating to you and your use of the Services, including website activity and Internet transmissions, in order to comply with any court order, subpoena, summons, discovery request or order made by any competent court or any warrant or request of any authorized government agency.

### **Cooperation in Investigating Breaches of this Usage Policy**

We reserve the right to investigate suspected violations of this Usage Policy, including the gathering of information from users involved and from complainants, as well as examination of materials and content which may have been stored on or transmitted through our network. In investigating breaches of this Policy, you authorise us to cooperate with law enforcement authorities and other regulators as well as other systems administrators at other Internet and carriage service providers.