

## ACCEPTABLE USE POLICY

This Acceptable Use Policy document, including the following list of Prohibited Activities, is an integral part of your Hosting Agreement with GraviT. If you engage in any of the activities prohibited by this AUP document GraviT may suspend or terminate your account. In the event of a dispute between you and GraviT regarding the interpretation of this AUP, GraviT's interpretation, in its reasonable commercial judgment, shall govern.

GraviT's Acceptable Use Policy (the "Policy") for GraviT Services is designed to help protect GraviT, GraviT's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by GraviT. GraviT reserves the right to modify the Policy at any time, effective upon posting at:

<http://www.gravit.com.au/terms-conditions.html>

### PROHIBITED USES OF GRAVIT SYSTEMS AND SERVICES:

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through GraviT's servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on GraviT's servers, is prohibited. GraviT accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by GraviT customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any GraviT-hosted domain, or referencing any GraviT account, is prohibited.
4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at <http://www.spamhaus.org/rokso>
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any GraviT customers or end-users by any means or device.
9. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the GraviT network or on another provider's network.
10. Using GraviT's Services to interfere with the use of the GraviT network by other customers or authorized users.



11. In some cases Monthly Data & Disc Space limits for our Web Hosting Packages are Unlimited with the view that each website will attract a reasonable amount of traffic and be of a reasonable size. Any normal business website, for example the GravIT website <http://www.gravit.com.au/>, would be considered normal and reasonable. In the event that the amount of traffic & / or disc space is deemed un-reasonable by GravIT, GravIT reserves the right to re-negotiate your contract & / or pricing. In the event that a reasonable resolution cannot be made GravIT reserves the right to terminate your account.

## SECURITY (PASSWORDS)

As a user of GravIT's systems you are responsible for any use of the systems using your password. Thus you must keep your password(s) confidential at all times. If you believe your password has been compromised contact us immediately so that we can put measures in place to stop unauthorised access.

## CUSTOMER RESPONSIBILITY FOR CUSTOMER'S USERS

Each GravIT customer is responsible for the activities of its users and, by accepting service from GravIT, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an GravIT customer will be forwarded to the GravIT customer's postmaster for action. If violations of the GravIT Acceptable Use Policy occur, GravIT reserves the right to terminate services with or take action to stop the offending customer from violating GravIT's AUP as GravIT deems appropriate, without notice.

