



Acceptable Use Policy

1. Definitions

- 1.1. "VentralIP" means VentralIP Group (Australia) Pty Ltd (trading as VentralIP and VentralIP Wholesale) of Victoria, Australia.
- 1.2. "Customer" means the person or entity who ordered our services.
- 1.3. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, the provisioning of space on one of our servers and a connection to and from the internet for web, email and FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails VentralIP has sent after you request for service. The specific details of the Services can be found by logging in to VIPControl or on our website.
- 1.4. "VIPControl" refers to VentralIP's customer account, billing and management portal, available online at <https://vip.ventraip.com.au>

2. Acceptance

- 2.1. The Customer signified acceptance of the Acceptable Use Policy, as well as our Terms of Service, Privacy Policy, Customer Service Policy and any applicable Registrant Agreement, when they submitted their order to VentralIP for Services, and that order was accepted.
- 2.2. The Customer acknowledges that they are solely responsible for ensuring that all Service(s) are in full compliance with this policy, and that they are solely responsible for the files and applications that have been uploaded and executed.

3. Unacceptable Content and Material

- 3.1. The Customer may not publish, transmit, distribute or store any content or material on VentralIP's servers or network that VentralIP believes:
 - a. Constitutes child pornography;
 - b. Is excessively violent or incites, threatens or implies violence;
 - c. Contains harassing content or hate speech;
 - d. Is unfair or deceptive under any relevant Fair Trading or Consumer Affairs act in your state;
 - e. Is defamatory or violates a person's privacy;
 - f. Creates a risk to a person's safety, health or security;
 - g. Compromises national security or interferes with an investigation by any law enforcement agency;
 - h. Improperly exposes trade secrets or any other confidential or proprietary information of another person or business;

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- i. Is intended to assist others in defeating technical copyright protection, which includes illegal file sharing and torrents;
 - j. Clearly infringes on another person or businesses trade mark, patent or property;
 - k. Promotes illegal drugs or violates import or export laws;
 - l. Relates to illegal gambling or fire arms trafficking;
 - m. Is otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to VentralIP;
 - n. Is otherwise malicious, fraudulent, or may result in retaliation against VentralIP by offended viewers.

4. Prohibited Use

4.1. Shared web hosting accounts may not be used as a backup or storage device.

4.2. No Service may be used for any activity that is considered illegal or unacceptable, examples include:

- a. IRC scripts or bots;
- b. Proxy scripts or anonymous browsing utilities;
- c. Image or file hosting scripts (similar to Photobucket, Rapidshare, etc);
- d. IP scanners;
- e. Pirated software or "warez" sites;
- f. Banner advertisement services;
- g. Lotteries, banking or investment sites (such as Pyramid or Ponzi schemes);
- h. Hacker focussed sites, archives or programs;
- i. Sites promoting illegal activities;
- j. Any game servers (such as Counter Strike, Half Life, etc);
- k. Any other purpose that VentralIP Management have deemed as unacceptable.

5. Security

5.1. The Customer agrees to make all reasonable efforts to keep their Services secure.

5.2. The Customer agrees to keep all PHP and CGI scripts up to date with the latest release or stable versions as directed by the publisher.

5.3. The Customer warrants that their account usernames and passwords will be kept in a safe and secure location at all times, and that they will not use dictionary words or consecutive strings as a password.

5.4. The Customer agrees to keep all file permissions set correctly. If you are unsure of what permissions should be set, please login to VIPControl and use the Permission Fixer for your account.

6. Excessive Resource Usage

6.1. For all shared web hosting accounts, the Customer may not:

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- a. Use more than 20% of system resources for longer than 120 seconds. There are a number of activities that could cause such load which include CGI and PHP scripts, FTP, HTTP, etc;
 - b. Run any server-side or stand-alone processes or daemons;
 - c. Run any bit torrent applications, trackers or clients;
 - d. Run any web spiders or indexers;
 - e. Run cron entries with intervals less than 15 minutes;
 - f. Use PHP includes that call the full URL instead of a local file (eg. `include(http://domainname.com/file.php)` instead of using `include("file.php")`);
- 6.2. For all shared web hosting accounts, the Customer must request permission from VentralIP and supply a valid reason before using any of the following commands in scripts or SSH:
- a. `wget`;
 - b. `rsync`;
 - c. `tracert`, `tracert` or `tracert6`;
 - d. `ping` or `ping6`;
 - e. `mtr`;
 - f. `lynx`;
 - g. `ftp`;
- 6.3. VentralIP reserves the right to suspend any VPS (virtual private server) consuming excessive disk I/O or swap usage. Excessive is defined as placing undue load on the core node that degrades other VPS users on the server.
- 6.4. VentralIP reserves the right to suspend any service utilising excessive network resources, and reserves the right to charge excessive usage fees for excessive usage.
- 6.5. VentralIP reserves the right to exclude any shared hosting Service from our daily, weekly and monthly backup rotation if the account size exceeds 5GB (5000MB) in size. If an account is excluded from the backup schedule, VentralIP will notify the Customer via email.

7. Spam and Bulk Email

- 7.1. The Customer warrants that they will not knowingly use the Service for sending any unsolicited email or any unsolicited bulk email (commonly known as spam)
- 7.2. The Customer may not use any purchased email list for individual or bulk email sending.
- 7.3. VentralIP assigns a limit of 500 outbound emails per domain per hour on Economy, Reseller and all other hosting servers (unless specified). Any Customer who attempts to send more than the allowed amount will receive an undeliverable message for up to one (1) hour after the limit has been reached. All email over the limit will be discarded.
- 7.4. VentralIP assigns a limit of 1,000 outbound emails per domain per hour on Business hosting servers (unless specified). Any Customer who attempts to send more than the allowed amount will receive an undeliverable message for up to one (1) hour after the limit has been reached. All email over the limit will be discarded.
- 7.5. The Customer agrees that all mailing list applications including but not limited to Mailman will have no more than 4,000 individual email addresses per list per domain.

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- 7.6. The Customer warrants that all mailing lists used are “opt-in” by the recipient, and all recipients in the list have consented to being on the list.
 - 7.7. The Customer warrants that all commercial emails sent contain an appropriate mechanism for the recipient to “opt-out” of the list.
 - 7.8. The Customer warrants that all email sent, either individually or bulk, complies with the Australian Spam Act 2003 (http://www.acma.gov.au/WEB/STANDARD/pc=PC_310322) and the United States CAN-SPAM Act 2003 (<http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>).

8. Non-compliance and Remedy

- 8.1. Any Service(s) that are found to be in breach this policy but have not caused any known inconvenience to other Customers will result in an email being sent to the Customer asking for changes to be made in order to comply with this policy and two (2) days to make the changes. Failure to comply will result in the Service(s) being suspended without additional warning.
- 8.2. Any Service(s) that are found to be in breach this policy and have caused issues for other Customers will result in immediate suspension followed by an email requesting changes to be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed in writing to remedy the breach.
- 8.3. Any Service(s) that are found to be in breach of this policy and have recorded a prior breach within three (3) months of the new breach will result in immediate suspension followed by an email requesting changes to be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed in writing to remedy the breach, and a \$9.95 re-activation fee has been paid in full.
- 8.4. Any Service(s) that are found to be in breach of this policy and have recorded two (2) prior breaches within three (3) months of the new breach will result in immediate suspension followed by an email advising that the service will not be unsuspended and the Customer will be advised to move the Service(s) to another provider. If the Customer does not respond to this notice, the Service(s) will be automatically terminated in thirty (30) days.
- 8.5. The Customer will be solely liable for any fees or charges that are paid by VentralIP to third party providers for the unblocking of any restrictions they have placed due to Service(s) operated by the Customer breaching this policy.

9. Changes

- 9.1. VentralIP may amend the Acceptable Use Policy at any time. Should any change occur, we will advise the Customer by email and note the specific changes which have occurred, and provide fourteen (14) days notice before any changes are enforced.
- 9.2. In exceptional circumstances, VentralIP Management may be required to amend the Acceptable Use Policy and enforce the amendments immediately. If this is the case, the Customer will be advised by email and the circumstances will be explained.
- 9.3. Our Acceptable Use Policy is made available online for viewing at <http://www.ventraip.com.au/acceptable-use-policy/>