



# Acceptable Use Policy

Zone Networks is committed to providing its customers with high quality services and support.

Consequently, in order to maintain our level of service to all customers, it is necessary to place some limitations and restrictions upon how services can be used.

This document outlines how you may use your service, as well as what content is prohibited. Furthermore, it outlines the resource limits enforced upon different services.

For the full terms and conditions by which Zone Networks renders service to its customers, please refer to the Terms of Service and Customer Relationship Agreement published on our website.

Should you have any questions regarding this Agreement, or any of our other policies, please contact us by emailing [sales@zonenetworks.com.au](mailto:sales@zonenetworks.com.au)

This is a legal document that all customers of Zone Networks are required to accept.

Last updated 1 May 2016.

# ZONE NETWORKS ACCEPTABLE USE POLICY

## 1. Definitions

- 1.1 “Customer” refers to the person or organisation purchasing or receiving a product or service from Zone Networks.
- 1.2 “Service” or “Services” refers to the products or services ordered from Zone Networks including but not limited to web hosting, dedicated servers, cloud and virtual servers, managed services, colocation, IP transit and domain names. The nature of these Services is identified via the Customer’s Client Area.
- 1.3 The “Provider”, “Zone Networks” refers to Zone Networks Proprietary Limited, with ABN 83 136 050 578 and ACN 136 050 578.
- 1.4 The “Client Area” refers to the billing account supplied to the Customer upon registration, accessible at <https://myaccount.zonenetworks.com.au/clientarea.php>.

## 2. Acceptance

- 2.1 The Customer signifies and identifies their acceptance to Zone Networks’ terms and policies, including but not limited to this Acceptable Use Policy, upon placing an order for a Service.

## 3. Unacceptable Content and Material

- 3.1 The Customer may not store, publish or distribute content of the following nature through the Service:
  - excessively violent or threatening material;
  - harassing content or hate speech;
  - defamatory content;
  - personal particulars;
  - pornography;
  - otherwise illegal content under laws applicable to the Provider or Customer;
  - content otherwise deemed inappropriate and unacceptable by Zone Networks at its sole discretion.

## 4. Prohibited Use

- 4.1 Services (excluding dedicated servers/colocation services) may not be used for file storage unrelated to the operation of the Service.
- 4.2 All services, including but not limited to web hosting, dedicated servers, virtual servers and colocation may not be used for:
- proxy scripts;
  - public image or file hosting scripts;
  - IP scanners;
  - pirated software, including but not limited to torrents;
  - hacker or “blackhat” websites;
  - sites promoting or soliciting illegal activities in any jurisdiction;
  - RC scripts or bots;
  - any other software or files regarded as inappropriate by Zone Networks.
- 4.3 The Customer accepts that “root”, “superuser”, and “administrator” access to Services is restricted by Zone Networks for all products excluding virtual servers, dedicated servers and colocation.

## 5. Excessive Resource Usage

- 5.1 Zone Networks shall monitor, audit and enforce resource allocations as pre-purchased by the Customer.
- 5.2 The Customer accepts and acknowledges that any Services advertised with unlimited resources are conditional upon Service compliance to this Acceptable Use Policy.
- 5.3 In the event of excessive resource usage being detected, Zone Networks shall provide the customer with a twenty-four (24) hour grace period. During this time, the Customer must either alter their usage patterns or seek a more appropriate service to avoid suspension and/or termination of the Service.

## 6. Limitations and Restrictions

- 6.1 Zone Networks may impose limitations and restrictions over the use of the Services which it supplies to the Customer.

6.2 The Customer is forbidden to upload or use malicious files, including viruses or botnets.

## 7. Malicious Behaviour and Denial of Service Attacks

7.1 The Customer agrees to take all reasonable action to prevent the provocation of malicious attacks, including denial of service attacks.

7.2 Zone Networks will take every reasonable measure to mitigate denial of service attacks, however accepts no responsibility for such.

7.3 The Customer accepts and shall cooperate with any mitigation processes relating to malicious attacks targeting their Service. Such mitigation processes include, but are not limited to, temporary traffic re-routing, analysis, scrubbing, null-routing and network throttling.

7.4 The Customer agrees to cooperate and render information to any subsequent investigation of an attack. The Customer recognises that denial of service attacks are considered a cybercrime by the Australian Federal Police, and investigations may be escalated by the Provider (at its sole discretion) to law enforcement authorities as necessary.

7.5 The Customer acknowledges Zone Networks may suspend, terminate or otherwise alter services if malicious attacks cause irreparable or unsustainable network degradation or congestion.

7.6 The Customer may be held accountable for any bandwidth usage incurred as a result of malicious attacks, after Zone Networks best efforts to filter and mitigate, at the Customer's established overage pricing.

## 8. Compliance

8.1 Any Service found to breach this Acceptable Use Policy may be suspended immediately at the discretion of Zone Networks.

8.2 For non-critical breaches, Zone Networks will endeavour to provide the Customer with notice of suspension, and/or a grace period for a remedy to be applied.

8.3 The Customer may be held financially accountable for any bandwidth usage incurred through malicious attacks.

## 9. Changes & Alterations to Policy

- 9.1 Zone Networks may alter this document outlining Acceptable Use at any time. Changes will be made available via the Zone Networks website. Changes made shall become effective immediately once revised policies are published.
- 9.2 Should the Customer decline to agree to the revised terms, a cancellation may be requested in accordance with these Terms of Service.
- 9.3 Zone Networks agrees that all policies, including these Terms of Service, will be available for both existing and prospective customers via its website.

## 10. Aggregate Agreement

- 10.1 These terms and conditions represent a formal contractual agreement between Zone Networks and the Customer.

## 11. Governing Non-exclusionary Law

- 11.1 The Customer agrees to act within the bounds of all local, state and federal laws relevant to the Services delivered by Zone Networks.
- 11.2 The Customer acknowledges that this document, as well as other terms and policies published by Zone Networks, are governed by both federal laws and regulations of Australia, and the laws of New South Wales.