

## **1. Summary**

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1.1 This acceptable use policy (“AUP”) forms part of the agreement between Inticon Pty Ltd (“we”, “us”, “Inticon”) and the party acquiring services (“you”, “your”, “customer”).

1.2 Where clauses or provisions set out within Inticon Terms of Service or Privacy Policy conflicts with clauses or provisions set out within this AUP, the clause or provision within this AUP shall have precedence. Where clauses or provisions set out within this AUP conflict with clauses or provisions set out within a service specific agreement or service specific service level agreement, the clause or provision set out within the service specific agreement or service specific service level agreement shall have precedence.

1.3 Inticon reserves the right to modify this AUP from time to time upon notifying you. Should you not accept this AUP you must notify Inticon of your intention to cancel all services.

## **2. Disclaimer**

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2.1 Inticon is not responsible for any loss or damages incurred as a result of service termination or suspension resulting from breach of this AUP by you, where required to do so by law or where directed to do so by take down notice.

2.2 Inticon is not responsible for any loss or damages incurred as a result of service outage, termination or suspension resulting from inability to contact customer. The customer is responsible for providing and maintaining accurate contact details.

2.3 The customer indemnifies Inticon against action by any other party resulting in loss or damages being incurred as a result of breach of this AUP by the customer.

## **3. Breach of AUP**

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3.1 Should the customer breach any clause or provision set out within this AUP Inticon reserve the right to suspend or terminate any or all services provided to the customer without prior notice.

3.2 To the extent permitted by law Inticon reserves the right to assess and deem any action undertaken by the customer to be in breach of this AUP.

3.3 No refund or credit will be issued where any service is terminated due to breach of this AUP. Upon breach of this AUP the customer acknowledges any cash back offer or cash back guarantee is immediately void.

## **4. Service Usage**

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- 4.1 You must not use any Inticon service to breach any law or regulation.
- 4.2 You must not generate excessive load on any Inticon resource including but not limited to hardware infrastructure (Including but not limited to shared hosting servers, routing equipment) or network links owned or operated by Inticon which would result in degradation of service to other Inticon customers or impede the ability of Inticon to operate or manage infrastructure correctly. Unless prevented by law Inticon will be the sole arbitrator when determining if usage is excessive or unreasonable.
- 4.3 You must not use any Inticon service to store, publish or transmit personal information or material (Including but not limited to date of birth, contact information, photos) pertaining to a third party unless the third party has granted explicit permission to do so or the information is shown to be currently readily available within the public domain.
- 4.4 You must not use any Inticon service to store, publish or transmit works, copyrighted or otherwise, belonging to a third party unless the third party has granted explicit permission to do so.
- 4.5 You must not use any Inticon service to perform scans or probes of hosts or servers belonging to Inticon or any third party unless the third party has granted explicit permission to do so. This includes but is not limited to port scans or scans for software vulnerabilities.
- 4.6 You must not use any Inticon service to exploit, attack, deny service to or access without permission any hosts or servers belonging to Inticon or any third party.
- 4.7 You must not use any Inticon service to operate any IRC server, IRC client, IRC bot or Proxy (Including but not limited to HTTP proxy server).
- 4.8 You must not use any Inticon service to transmit or distribute unsolicited email, SPAM or UCE. This includes but is not limited to relaying SPAM email via Inticon servers via an email client, hosting insecure or malicious code allowing a third party to relay SPAM email via Inticon servers.
- 4.9 You must not use any Inticon service to store, transmit or distribute any computer virus, worm, Trojan or malicious code.
- 4.10 It is the responsibility of the customer to ensure any data stored or hosted on Inticon servers is secure from an application level exploit (including but not limited to SQL Injection) and that applications (including but not limited to Content Management Systems, Blog Systems) are maintained and up to date. Should Inticon become aware of insecure code or exploited services the services may be suspended without prior notice.
- 4.11 You must not use any Inticon service to store, publish or transmit any material classified RC or X by the Australian Classification Board.

4.12 You are urged to maintain regular backups of data belonging to you that is stored on Inticon servers. Inticon will make reasonable effort to protect customer data however gives no warranty or guarantee that data be recoverable should loss of data occur.