

**INTERGRID GROUP PTY LTD
ACCEPTABLE USE POLICY**

1) Definitions

- a) "Client Area" refers to the billing account created by or supplied to the Customer upon registration, accessible at <https://intergrid.com.au/billing/>.
- b) "Customer" refers to the person or organisation purchasing or receiving a product or service from Intergrid Group Pty Ltd.
- c) "Provider", "Intergrid" and "Intergrid Group" refers to Intergrid Group Pty Ltd with ACN 613 707 690.
- d) "Service" or "Services" refers to the products or services ordered from Intergrid 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.

2) Interpretation

- a) In these terms, unless the context otherwise requires:
 - i) a reference to writing includes email and other communication established through the Provider's website (if any);
 - ii) the singular includes the plural and vice versa;
 - iii) a reference to a clause or paragraph is a reference to a clause or paragraph of these terms;
 - iv) a reference to a party to these terms or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
 - v) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
 - vi) headings are for ease of reference only and do not affect the meaning or interpretation of these terms of trade.

3) Conduct constitutes acceptance

- a) The Customer signifies acceptance of the Provider's terms and policies in their entirety, including these Terms of Services and associated Acceptable Use Policy, through the conduct of placing an order for or requesting a Service.

4) Unacceptable Content and Material

- a) The Customer may not store, publish or distribute content of the following nature through the Service:
 - i) excessively violent or threatening material;
 - ii) harassing content or hate speech;
 - iii) defamatory content;
 - iv) personal particulars;
 - v) pornography;
 - vi) otherwise illegal content under laws applicable to the Provider or Customer;

vii) content otherwise deemed inappropriate and unacceptable by Intergrid at its sole discretion.

5) Prohibited Use

- a) All services, including but not limited to web hosting, dedicated servers and virtual servers may not be used for:
 - i) proxy scripts;
 - ii) public image or file hosting scripts;
 - iii) IP scanners;
 - iv) pirated software, including but not limited to torrents;
 - v) hacker or “blackhat” websites;
 - vi) sites promoting or soliciting illegal activities in any jurisdiction;
 - vii) IRC scripts or bots;
 - viii) any other software or files regarded as inappropriate by the Provider.

6) Excessive Resource Usage

- a) The Provider shall monitor, audit and enforce resource allocations as pre-purchased by the Customer.
- b) In the event of excessive resource usage being detected, the Provider 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.

7) Limitations and Restrictions

- a) The Provider may impose limitations and restrictions over the use of the Services which it supplies to the Customer.
- b) The Customer is forbidden to upload or use malicious files, including viruses or botnets.

8) Malicious Behaviour and Denial of Service Attacks

- a) 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.
- b) 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.
- c) The Customer acknowledges the Provider may suspend, terminate or otherwise alter services if malicious attacks cause irreparable or unsustainable network degradation or congestion.

9) Compliance

- a) Any Service found to breach this Acceptable Use Policy may be suspended immediately at the discretion of the Provider.

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

10) General

- a) The Provider may alter this document outlining the Acceptable Use Policy at any time. Changes will be made available via the Intergrid website. Changes made shall become effective immediately once revised Terms are published.
- b) These terms are governed by the laws of the state of New South Wales. The Customer and the Provider irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.
- c) These Terms of Service and Acceptable Use Policy, and any service orders and written variations agreed to in writing by the Provider represent the whole agreement between the parties relating to the subject matter of these terms.
- d) In agreeing to these terms, the Customer has not relied on any warranty, representation or statement, whether oral or written, made by the Provider or any of its employees or agents relating to or in connection with the subject matter of these terms.
- e) If any provision of these terms at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- f) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.