

## Web Hosting Acceptable Use Policy

This is the Atelier Hosting (Atelier Hosting, we, us, our) Acceptable Use Policy (AUP) applicable to all services obtained from us (Services).

From time to time we will make amendments to this AUP by giving you notice of the change and you will then be obliged to comply with the policy as amended. If you continue to use any Services after publication of any change, it will constitute your acceptance of the amended terms.

You are responsible for ensure that you and any other user of your account should be aware of this AUP and comply with this AUP at all times.

### 1. Unacceptable Uses

#### Breach of Law

- 1.1. You must not use our Services, attempt to use the Services or allow the Services to be used for any acts which may or do in fact result in a breach of a law (including the Broadcasting Services Act), order or regulation (including a foreign law, order or regulation). These include:
  - 1.1.a. Actual or possible damage to property or injury to any person, including harassment, menace or stalking of a person;
  - 1.1.b. Publishing, downloading or transmitting any Prohibited Content or Potentially Prohibited Content (as each is respectively defined by the Broadcasting Services Act). This includes content which is or would be classified RC, X18+ or R18+ by the Classification Board.
  - 1.1.c. Publishing, downloading or transmitting Restricted Content, that is content that is likely to be considered unsuitable for minors without using appropriate warnings and/or labelling systems for that content;
  - 1.1.d. Publishing or transmitting material which incites discrimination, hate or violence towards one person or group because of their race, religion, gender or nationality; or which is obscene or defamatory, or which would be considered by a reasonable person to be, offensive or abusive;
  - 1.1.e. To engage in any misleading or deceptive business or marketing practice;
  - 1.1.f. Providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;
  - 1.1.g. Infringement on the rights of a third party including intellectual property rights and moral rights.

### 2. Impeding our Services

- 2.1. You should not use our Services in such a way that impedes our supply of services to other customers including:

- 2.1.a. making or receiving transmissions of any type or quantity which adversely affect our operation or jeopardise the use of our service, or its performance for other subscribers;
- 2.1.b. undertake acts that waste resources or prevent other users from receiving the full benefit of our services;
- 2.1.c. manipulating or bypassing our content usage limits;
- 2.1.d. undertake activities which cause or may cause third party service providers to place our IP addresses on a blacklist and/or block those IP addresses;
- 2.1.e. soliciting subscribers to become subscribers of other competitive services.

### 3. Spam and Malware

- 3.1. You must not use our Services, attempt to use our Services or allow our Services to be used for spamming or malware including:
  - 3.1.a. send email to a recipient after the recipient has unsubscribed from your mailing list or has advised you by other means that they do not wish to be on the mailing list;
  - 3.1.b. providing a capability on a site which permits third parties to send spam;
  - 3.1.c. in connection with any program (including a virus, Trojan horse, worm, cancelbot, timebomb) or activity (including a denial of service attack), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data;
  - 3.1.d. to access or use systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data;
  - 3.1.e. to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you.
- 3.2. You agree to our use of spam and virus filters which may require us to use third party equipment or services to monitor and filter email traffic between our equipment and the Internet. You agree that you will not take any steps to disable those filters and that we will not be liable for any loss or damage resulting from the use of spam or virus filters.

### 4. Complaint Procedure

- 4.a. From time to time, we receive complaints from third parties regarding unacceptable uses, allegedly being conducted by customers or their users. We will make reasonable endeavours to resolve such complaints by working with customers. The complaint process set out here does not apply to complaints the subject of court order or proceedings, or where we reasonably believe that we must take urgent action without reference to the customer.
- 4.b. If we are unable to resolve the complaint by working with customers, our policy is to put the complaining party in direct contact with the party best able to answer the complaint. Accordingly, you authorise and direct us to provide to third party complainants your email contact details for the purposes of resolving such disputes.

- 4.c. If you wish to report a domain name that you believe is infringing our policies, please contact our Abuse Team by clicking: [HERE](#). To ensure your complaint is properly evaluated and tracked through our system, please be sure to clearly state the domain name in the body of your complaint.

## 5. What We May Do to Ensure That This Policy is Being Followed

- 5.a. We may monitor your account to determine our AUP is being followed but will respect your privacy.
- 5.b. If we believe that your use of the Service may break the law or that you have not complied with this AUP we may:
- 5.b.a. warn you by email (but we are not obliged to do so);
  - 5.b.b. suspend your access to the Service;
  - 5.b.c. terminate your account without notice; and/or
  - 5.b.d. notify and provide relevant information to the authorities, as appears appropriate in the circumstances.
- 5.c. We may, at our absolute discretion and without notice to you, suspend or terminate your access to the Service:
- 5.c.a. where we are made aware that a court order, judgment, decree, determination or otherwise has been made to the effect that the customer data is illegal, offensive, objectionable or in breach of a third party's rights;
  - 5.c.b. if we are directed to do so by ACMA under a takedown notice in accordance with its obligations under the Broadcasting Services Amendment (Online Services) Act 1999 (as amended);
  - 5.c.c. if we are served with a takedown notice in accordance with part 3A of the Copyright Regulations 1969 (as amended).
- 5.d. You agree that you will have no claim against us in respect of any action reasonably taken in our implementation of the terms of this AUP, and you indemnify us against any claim by your end user arising out of our actions.