



OzOnCloud
Oz business on Oz cloud

ACCEPTABLE USE POLICY

v1.1

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Introduction

1. Thank you for your decision to purchase a Service provided by us.
2. By completing this purchase, you agree to be bound by this Acceptable Use Policy which is governed by the laws of the State of Victoria. Any claim in relation to this policy may only be brought in the courts of that state.
3. In addition to reading this Acceptable Use Policy, you should also read our Terms of Service, Customer Service Policy, Privacy Policy and Cookie Policy.
4. By agreeing to this Acceptable Use Policy, you warrant that you have read and agree to each of the above policies.

Definitions and interpretation

5. In this document unless the context requires otherwise:
 - a. **Acceptable Use Policy** means this document.
 - b. **CloudLinux** means server-side software that monitors resources to ensure operation within set limits.
 - c. **Customer Service Policy** means the document available at https://ozoncloud.com.au/customer_service_Policy_v1.1.pdf.
 - d. **Management Portal** means the platform to which you will be granted access after purchasing a Service.
 - e. **Privacy Policy** means the document available at https://ozoncloud.com.au/privacy_policy_v1.1.pdf.
 - f. **Service** means those products or services that you purchase using this website. This can include but is not limited to, the provisioning of space on a server or servers and a connection to and from the internet for web, email hosting and/or 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.
 - g. **Cookie Policy** means the document available at https://ozoncloud.com.au/cookie_policy_v1.1.pdf.
 - h. **Terms of Service** means the document available at https://ozoncloud.com.au/terms_Of_Service_v1.1.pdf.
 - i. **“We” “our” or “us”** means **TechDB Pty Ltd T/as OzOnCloud** ABN: 87 625 224 571.
 - j. The singular includes the plural and vice versa.
 - k. Headings are for convenience only and do not affect the interpretation of this document.

Unacceptable Content

6. You warrant that you will not publish, distribute or store on any product provided to you any of the following:
 - a. Child pornography.
 - b. Content which is excessively violent.
 - c. Content which is defamatory, or which may reasonably be considered racist or sexist.
 - d. Content which breaches the intellectual property rights of any third party.
 - e. Content which is homophobic.
 - f. Content which is illegal or may interfere with the lawful activities of law enforcement agencies.
 - g. Content which breaches any law of Victoria, the Commonwealth of Australia or the jurisdiction in which you are located (and/or use the Service).
 - h. Content which induces any party to break any law.
 - i. Content which is fraudulent.
 - j. Any other content which can reasonably be considered offensive.

Other Unacceptable Use

7. You may not use any of the following Services for the purpose of backup of archives or any data which is not directly related to and accessible through the relevant website to which your Service relates:
 - a. Shared cPanel web hosting Services.
 - b. Shared Plesk web hosting Services;
8. Shared cPanel web hosting and Plesk web hosting may not be used for storage of email data exceeding 5GB in total.
9. A Service may not be used to run, support or allow the operation of:
 - 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. Sale, supply or provision of any controlled substance without having the appropriate permits and without any controls required by law;
 - j. Sites promoting illegal activities;
 - k. Any game servers (such as Counter Strike, Half Life, etc);

- I. Any VoIP service primarily associated with game server communities (such as TeamSpeak).
10. If we believe that you have done any of the things referred to in clauses 6-9 your Service may be immediately terminated and you will have no claim against us (including to the extent permitted by law, for a refund).

Security

11. You are responsible for what is hosted or stored on or using the Service.
12. You warrant that you will keep your username and password secure and will promptly inform us of any suspected security breach.
13. You undertake not to use your name, username, consecutive strings or dictionary words as your password.
14. You undertake to keep all PHP and CGI scripts up to date with the latest release or stable versions as directed by the publisher or developer. Failure to do this may result in security vulnerabilities leading to your Service being compromised, defaced or destroyed.
15. If your Service includes VPS and/or Fully Managed VPS you agree to:
 - a. Ensure the VPS and/or Fully Managed VPS is secured as soon the Service starts;
 - b. Install appropriate firewall software to protect the server provided to you;
 - c. Perform security audits and updates of system software on a regular basis;
 - d. Change the root password on a regular basis;
 - e. Perform any other maintenance that is required on the VPS and/or Fully Managed VPS Service on a regular basis.

Excessive Use of Resources

16. Our cPanel shared hosting packages come with limits on CloudLinux CPU core, RAM allocations, I/O usage, Processes and inodes count. Any Service which exceeds these limits will automatically display a "Service Temporarily Unavailable" message to all visitors until the resource usage falls below the assigned limits. The limits are available to view from inside your cPanel account, it's possible to upgrade these limits by moving to a higher plan. We may (but are not obligated to) addon granting you extra CPU and RAM allocations within the CloudLinux system.
17. Unless we expressly state otherwise, you may not:
 - a. Do anything that unreasonably consumes server resources;
 - b. Consistently utilise the resource allocations to a level at or close to complete utilisation for any singular resource type;

- c. Perform tasks that generates excessive IO load;
 - d. Consume large amounts of system memory;
 - e. Consume more than the allocated inode limit assigned to the Service, where 1 file equals 1 inode;
 - f. Execute a script which takes longer than 120 seconds to complete;
 - g. Operate a script which does not close MySQL connections upon completion;
 - h. Run cron entries with intervals less than 12 minutes;
18. You must ensure that you have sufficient physical memory to run all applications and do not continuously use swap space, which causes high IO consumption.
19. You acknowledge that any Service that exceeds 10GB in size per cPanel / Plesk Service will be automatically excluded from all backup routines and rotations. In this case, we may require you to do one of the following:
- a. Remove data that is not needed to bring total storage back to being under the 10GB limit; or
 - b. Purchase a cPanel backup add-on for a monthly fee which raises the limit to 20GB per cPanel / Plesk Service; or
 - c. Rely solely on your own backups.
20. You acknowledge that you will maintain a local or off-site backup of your data at all the time.
21. You warrant that OzOnCloud.com.au will not be held liable for data loss under any circumstances, it is your sole responsibility to ensure that you have backup of all your data.

Unacceptable Use Policy for VPS accounts

- a. Use more than 75% total utilisation of all available vCPU cores for more than 360 seconds;
- b. Have a sustained read or write speed of more than 1,000Kb/s over a 360 second period;
- c. Have a sustained network throughput (in or out) of more than 10Mbit/s over 360 seconds;

IPv4 Address Usage Policy

22. Due to the exhaustion of the IPv4 address space we actively conserve IP address space by limiting the IP addresses each web hosting account can use
23. Your use of the Services may be suspended if we determine that you are using IP addresses other than we allocated to you.

24. IP addresses are part of your use of the Services and are owned by us and simply assigned to you while you are a customer and subject to change if necessary.
25. IP addresses are not transferrable and will be recycled by us upon termination or suspension of the Services by you or us.

Spam and Bulk Emails

26. You are prohibited from sending mass unsolicited email messages. All emails sent to recipients who have not Confirmed Opt-In to mailings from You will be considered as unsolicited email messages.
27. The use of the services to proxy email unsolicited users is a direct violation of the acceptable use policy.
28. In relation to any mailing list used in any way in conjunction with a Service or stored on our Service, you warrant that:
 - a. All those on the mailing list have consented to their being on the mailing list; and
 - b. The mailing list is an “opt in” mailing list; and
 - c. Recipients are able to opt out of receiving further emails and the “opt out” option is clearly visible on all emails and material sent; and
 - d. You will not send emails to any person who unsubscribed from or opted out of a mailing list or otherwise informed you that it does not wish to receive further emails.
29. We may delete any email that has been stored in the spam or trash folders in your email account for 30 days. We will incur no liability for doing so.
30. You must comply with the Australian Spam Act 2003, CAN-SPAM Act of 2003 and all relevant regulations and legislation on bulk and commercial email.

Breach of Acceptable Use Policy

31. If you breach our Acceptable Use Policy (or if we reasonably suspect that you have done so) we may suspend or cancel your Service. You will have no claim against us.
32. You agree to indemnify us in relation to any third-party claim arising out of or in connection of you breaching this policy.
33. Clause 32 does not merge on completion.

Limitation of Liability

34. Notwithstanding any other provision of this agreement, if you successfully bring a claim against us in relation to any matter considered in this agreement, you may not be awarded any amount greater than what you have paid us for the relevant Service.

Changes

35. From time to time we may amend this policy, In the case of an amendment to this policy, the amendment will be effective on publication of the amendment on our website.

36. Continued use of the Service(s) constitutes acceptance of any amendments.

37. Our failure to exercise a right under this policy does not constitute a waiver of that right.

If you have any questions about this agreement, please contact our Customer Care team via email at customer@ozoncloud.com.au