

## *Grapevine Acceptable Use Policy*

### **1. General**

- 1.1 End users must use the service in a responsible manner, taking into account the effects their use of the service may have on other end users or the general public.
- 1.2 The end user remains responsible for the security, protection and safeguard of all logins, user IDs, passwords and all other access codes used to access the service.
- 1.3 End users must not use another person's name, username, password or otherwise.
- 1.4 End users must not use the service, or allow anyone else to use the service:
  - a. for any unlawful, illegal, malicious or improper purpose;
  - b. to knowingly transmit a computer virus or other malicious computer program;
  - c. in any way which interferes with the availability for other users or otherwise interferes in the proper operation of the service;
  - d. to access or damage another's computer system without permission;
  - e. to infringe other's intellectual property rights;
  - f. to disclose private or confidential information of another;
  - g. to store, publish, display, distribute or post material that is obscene, offensive, defamatory, abusive or that violates any law or regulation;
  - h. to enable a minor to access material inappropriate for a minor;
  - i. to harass or menace any person;
  - j. to conduct or promote a business that is illegal;
  - k. to breach any laws or infringe any third party's rights (including without limitation, copyright) or to breach any standards, content requirements or codes promulgated by any relevant authority or industry body; or
  - l. to attempt to do any of the foregoing.
- 1.5 The end user must not pass-off or represent that it is an employee, agent, representative or is otherwise associated with Grapevine or Grapevine's suppliers or carriers other than to the extent that Grapevine provides the service in accordance with this agreement to the end user.
- 1.6 End users must not resell the service or content provided via the service.
- 1.7 While using the service, an end user must not impersonate another person.

## **2. Email services**

2.1 In relation to email, end users must not use the service to:

- a. harass, menace, upset, annoy or inconvenience any person;
- b. send bulk unsolicited email to others;
- c. send email that hides or obscures the source of the email the end user sends, that contains invalid or forged headers or domain names or deceptive addressing;
- d. receive responses from bulk unsolicited email where the original was distributed by the end user, even if not via the service;
- e. relay email using a third party's mail server without their express permission;
- f. collect or harvest screen names or email addresses of others for the purpose of sending unsolicited emails or for exchange;
- g. send large or numerous emails with the purpose of disrupting another's computer or account;
- h. send email that may damage or affect the performance of the email recipient's computer; or
- i. persistently send email without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person.

2.2 What constitutes appropriate use of email services will be determined by Grapevine at its sole discretion.

## **3. Newsgroup services**

3.1 In addition, in relation to Usenet newsgroups, end users must not use the service to:

- a. engage in mass posting of messages or post messages to inappropriate newsgroups;
- b. post advertisements other than in newsgroups that specifically encourage or permit advertising;
- c. post binary files other than in newsgroups that specifically encourage or permit such postings;
- d. post large or numerous messages with the purpose of disrupting a newsgroup; or
- e. send messages that contain invalid or forged headers or domain names or deceptive addressing.

3.2 What constitutes appropriate Usenet newsgroups and appropriate advertising venues will be determined by Grapevine at its sole discretion.

#### **4. Consumer services and running of servers**

- 4.1 Running servers or providing any public information service from a computer utilising consumer services is strictly prohibited.

#### **5. Permanent connections**

- 5.1 Unless the service schedule specifically states that the service provided is a permanent connection service (disclosed within the service type field of the service schedule), Grapevine will suspend, disconnect or alter access to the service by the end user if, at Grapevine's sole discretion, the service is used as a permanent connection to include:
- a. a continuous connection to the service;
  - b. connection to the service exceeding 18 hours per day for three consecutive days; or
  - c. a sustained period of use that in the reasonable opinion of Grapevine constitutes a permanent connection.

#### **6. Redialers**

- 6.1 The use of redialers (being software or devices used to automatically reconnect to a service upon disconnection) is banned for all service other than permanent connection services (where a service schedule specifically states that the service provided is a permanent connection service — disclosed within the service type field of the service schedule). Grapevine will suspend use of the service by the end user if, at Grapevine's sole discretion, the end user utilises a redialer to reconnect to the service.

#### **7. Dial-up plans**

- 7.1 To ensure fair and equitable treatment for all end users of dial-up plans, where a service schedule for a dial-up plan specifically states that the service provided is a consumer service (disclosed within the service type field of the service schedule), Grapevine will suspend, disconnect or alter access to the service by the end user if, at Grapevine's sole discretion, the end user accesses the service for an unreasonable amount of time during the dial-up peak time of 3.00pm to 11.00pm ("dial-up peak time"). An unreasonable amount of time is determined with respect to the average usage patterns of all end users of the service and at the sole discretion of Grapevine. An unreasonable amount of time is currently defined as access averaging more than six hours a day within dial-up peak time over a period of 10 days.

## 8. Webhosting plans

- 8.1 The end user must not use any webhosting services for unlawful purposes. These include but are not limited to spam, unsolicited commercial email, Warez hosting, piracy and hacking related activities or the posting of any restricted content or prohibited content (as defined under Schedule 7 of the *Broadcasting Services Act 1992 (Cth)*).
- 8.2 If Grapevine discovers any illegal content on any services provided to the end user, the account will be immediately terminated without refund. End user personal details will be passed to law enforcement authorities and Grapevine will assist fully with law enforcement authorities around the world.
- 8.3 The end user must not perform any type of hacking, denial of service, distributed denial of service, sniffing, spoofing, password cracking or similar malicious activities utilising its webhosting services.
- 8.4 Grapevine has strict resource usage restrictions on all web hosting services. These are designed to maintain the integrity, security and performance of our web servers. Failure to abide by these restrictions may result in account suspension or termination without refund. These restrictions include, but are not limited to, the following.
- a. No script or piece of software may use 35% or more of system resources for 60 seconds or longer.
  - b. No user may have above 10,000 opened files at any moment (the limit does not apply to overall number of existing files, owned by the user).
  - c. Running stand-alone, unattached server side processes/deamons is strictly prohibited.
  - d. Running any type of web spider/indexer (Google Cash/Ad Spy) is strictly prohibited.
  - e. Running any bit-torrent/P2P seeder is strictly prohibited.
  - f. Running scheduled scripts with intervals of less than 15 minutes, or setting up more than five simultaneous scheduled jobs is strictly prohibited.
  - g. Running of public file exchange services is strictly prohibited.
  - h. Adult content is strictly prohibited.
  - i. The end user must ensure that 90% or more of the content on their website is linked from a HTML or similarly coded web page where all content is freely available to the public.
- 8.5 What constitutes appropriate use of web hosting services will be determined by Grapevine at its sole discretion.

## **9. Authorised persons**

- 9.1 End users must not permit any person, other than persons over the age of 18 years with the end user's express permission, to use the service. Any such use by others must comply with this Acceptable Use Policy.

## **10. End user responsibilities**

- 10.1 Each end user is responsible at their own cost for:
- a. obtaining, setting-up and configuring all computer and other hardware and software required in order to be able to use the service;
  - b. any telephone connection and any telephone calls and associated call charges to the service access telephone number;
  - c. all information, documents and materials which the end user retrieves, downloads, transmits, uploads or stores by means of the service, including the cost of purchasing or purchasing the right to use any intellectual property; and
  - d. taking all measures necessary to protect the security of its computer and other hardware and software and all information, documents and materials stored using that hardware and software or transmitted using the service, including keeping their user ID and password confidential, changing their password regularly and using firewall, encryption and other software and hardware to prevent access or damage.
- 10.2 The end user accepts responsibility for any use or misuse of the end user's account by another party, whether the end user is aware or unaware of this use.
- 10.3 End users accept that the internet is generally not a secure technology and that it is possible for other people to obtain access to information, documents and materials transmitted over the internet.

## **11. Monitoring and controls**

- 11.1 The service provider may in addition to any other rights it may have and without incurring any liability to the end user:
- a. monitor or investigate an end user's account and the end user's usage of the service to confirm compliance with the requirements of the agreement or investigate possible incidents of hacking, breaches of security or unauthorised access; and
  - b. suspend or terminate the provision of service to an end user if the service provider

determines that the end user has not complied with the requirements of the agreement.

**12. Amendment of policy**

- 12.1 The service provider may amend this Acceptable Use Policy at any time in accordance with the terms and conditions of service.