



Acceptable Use Policy

Version 2.0

Day3 Hosting Services

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1. Definitions

- 1.1. "Customer" means the person or entity who ordered services provided by Day3 Hosting.
- 1.2. "Customer Service" means the relationship between Day3 Hosting staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.3. "Ticket" refers to a secure electronic message sent by the Customer to Day3 Hosting via Hosting Console for assistance or for any questions they may have with any Service(s).
- 1.4. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, the provisioning of space on one of our 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 and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Day3 Hosting has sent after the Customer requests the service. The specific details of the Services can be found by logging in to Hosting Console or on our website.
- 1.5. "Day3 Hosting" means Day3 Pty Ltd.
- 1.6. "Plesk" means server-side software that monitors resources to ensure operation within set limits.
- 1.7. "Hosting Console" refers to Day3 Hosting's customer management portal, available online at <https://day3.com.au/hosting>.

2. Acceptance

- 2.1. The Customer signified acceptance of this Acceptable Use Policy, as well as our Terms of Service, Privacy Policy, Customer Service Policy and any applicable Registrant Agreement, when they submitted their order to Day3 Hosting for Services, and that order was accepted.
- 2.2. The Customer acknowledges that they are solely responsible for ensuring that all Service(s) are in full compliance with this policy, and that they are solely responsible for the files and applications that have been uploaded and executed.

3. Unacceptable Content and Material

- 3.1. The Customer may not publish, transmit, distribute or store any content or material on Day3 Hosting's servers or network that Day3 Hosting believes:
 - 3.1.1. Constitutes child pornography;
 - 3.1.2. Is excessively violent or incites, threatens or implies violence;
 - 3.1.3. Contains harassing content or hate speech;
 - 3.1.4. Is unfair or deceptive under any relevant Fair Trading or Consumer Affairs act in your state;
 - 3.1.5. Is defamatory or violates a person's privacy;
 - 3.1.6. Creates a risk to a person's safety, health or security;
 - 3.1.7. Compromises national security or interferes with an investigation by any law enforcement agency;
 - 3.1.8. Improperly exposes trade secrets or any other confidential or proprietary information of another person or business;
 - 3.1.9. Is intended to assist others in defeating technical copyright protection, which includes illegal file sharing and torrents;
 - 3.1.10. Clearly infringes on another person or businesses trade mark, patent or property;
 - 3.1.11. Promotes illegal drugs or violates import or export laws;
 - 3.1.12. Relates to illegal gambling or fire arms trafficking;

- 3.1.13. Is otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to Day3 Hosting;
- 3.1.14. Is otherwise malicious, fraudulent, or may result in retaliation against Day3 Hosting by offended viewers

4. Prohibited Use

4.1. Shared web hosting Services may not be used for the following purposes:

- 4.1.1. For storage of backup archives nor any data which is not directly related to and accessible through the website itself.
- 4.1.2. For storage of email data exceeding 5GB in total per service; this total encompasses all email inboxes, additional directories within the Plesk service including the default catchall email account.

4.2. Services, including but not limited to shared Plesk web hosting Services and Dedicated Email hosting Services, may not be used for any of the following activities:

- 4.2.1. IRC scripts or bots;
- 4.2.2. Proxy scripts or anonymous browsing utilities;
- 4.2.3. Image or file hosting scripts (similar to Photobucket, Rapidshare, etc);
- 4.2.4. IP scanners;
- 4.2.5. Pirated software or “warez” sites;
- 4.2.6. Banner advertisement services;
- 4.2.7. Lotteries, banking or investment sites (such as Pyramid or Ponzi schemes);
- 4.2.8. Hacker focussed sites, archives or programs;
- 4.2.9. Sale of any controlled substance without having the appropriate permits;
- 4.2.10. Sites promoting illegal activities;
- 4.2.11. Any game servers (such as Half Life, Minecraft, etc.);
- 4.2.12. Any VoIP service primarily associated with game server communities (such as TeamSpeak);
- 4.2.13. Any other purpose that Day3 Hosting have deemed as unacceptable

5. Security

- 5.1. The Customer acknowledges that they are solely responsible for what is hosted from and stored in the Service.
- 5.2. The Customer agrees 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.
- 5.3. The Customer warrants that their Service usernames and passwords will be kept in a safe and secure location at all times, and that they will not use dictionary words or consecutive strings as a password.
- 5.4. The Customer agrees to keep all file and folder permissions set correctly. If you are unsure of what permissions should be set, please login to Hosting Console and use the Permission Fixer.

6. Excessive Resource Usage

6.1. Plesk CPU core limits apply to all shared Plesk web hosting Services, and are limited to:

- 6.1.1. 100% utilisation per Plesk Service on Freedom Hosting Services;
- 6.1.2. 100% utilisation per Plesk Service on Freedom Email Services;

Any Service which exceeds these limits will automatically display a “503 Service Temporarily Unavailable” message to all visitors until the resource usage falls below the assigned limits.

6.2. Where a Resource add-on has been purchased, the Customer will have access to additional CPU and RAM allocations within the Plesk system as defined by the product.

6.3. For all shared Plesk web hosting Services, the Customer may not:

- 6.3.1. Perform any task which unreasonably consumes server resources leading to degradation of the shared hosting server environment for other Customers;
- 6.3.2. Consistently utilise the resource allocations as set within Plesk to a level at or near to complete utilisation for any singular resource type;
- 6.3.3. Perform any task which generates excessive IO load;
- 6.3.4. Consume large amounts of system memory;
- 6.3.5. Consume greater than 240,000 inodes, where 1 file equals 1 inode;
- 6.3.6. Execute a script which takes longer than 160 seconds to complete;
- 6.3.7. Operate a script which does not close MySQL connections upon completion;
- 6.3.8. Run any server-side or stand-alone processes or daemons;
- 6.3.9. Run cron entries with intervals less than 15 minutes;
- 6.3.10. Use PHP includes that call the full URL instead of a local file (eg. `include(http://adomainname.com/file.php)` instead of using `include("file.php")`);

6.4. Day3 Hosting reserves the right to suspend any Service(s) utilising excessive network resources, and reserves the right to charge excessive usage fees for excessive usage. Day3 Hosting may make reasonable attempts to notify the Customer at the time of suspension, however, notification is not guaranteed and the Customer should ensure they are compliant with all policies at all times.

7. Backups

7.1. Any shared Plesk web hosting Service that exceeds 26GB in size per Plesk Service will be automatically excluded from all backup routines and rotations. In this case, Day3 Hosting may notify the Customer via email and give them the option to:

- 7.1.1. Remove any data that is not needed and bring the total storage back to being under the 26GB limit, allowing the Service to be re-introduced to the backup routine and rotation;
- 7.1.2. Purchase the Extended Plesk Backup add-on for a nominal monthly fee which raises the limit to 40GB per Plesk Service;
- 7.1.3. Continue without Day3 Hosting taking backups and rely solely on their own backups for all disaster recovery scenarios.

7.2. The Customer warrants they will maintain a local or off-site backup of their Service data at all times.

7.3. As per the Terms of Service, Day3 Hosting will not be held liable for data loss under any circumstances and it is the Customer's sole responsibility to ensure that they have a backup of all data.

8. Spam and Bulk Email

8.1. The Customer warrants that they will not knowingly use the Service for sending any unsolicited email or any unsolicited bulk email (commonly known as spam).

8.2. The Customer may not use any purchased email list for individual or bulk email sending.

8.3. Day3 Hosting assigns a limit to outbound emails per domain, per hour on all Service(s). Any Customer who attempts to send more than the allow amount will receive an undeliverable message for up to one (1) hour after the limit has been reached. All email over the limit will be discarded. The below limits apply to the following services;

- 8.3.1. Web hosting Service(s) are limited to a maximum 1,000 outbound emails per domain, per hour.
- 8.3.2. Dedicated email hosting Service(s) are limited to a maximum 2,000 outbound emails per domain, per hour.
- 8.3.3. Unless specified, all other Service(s) are limited to 500 outbound emails per domain, per hour.
- 8.4. The Customer agrees that all mailing list applications will have no more than 4,000 individual email addresses per list per domain.
- 8.5. The Customer warrants that all mailing lists used are “opt-in” by the recipient, and all recipients in the list have consented to being on the list.
- 8.6. The Customer warrants that all commercial emails sent contain an appropriate mechanism for the recipient to “opt-out” of the list.
- 8.7. The Customer warrants that all email sent, either individually or bulk, complies with the Australian Spam Act 2003, the United States CAN-SPAM Act 2003 and any other relevant Spam-related legislation that may be created or amended from time to time.

9. Non-compliance and Remedy

- 9.1. Any Service(s) that are found to be in breach of this policy but have not caused any known inconvenience to other Customers will result in an email notification being sent to the Customer asking for changes to be made in order to comply with this policy. The Customer is required to acknowledge this email and advise Day3 Hosting what actions have been taken to remedy the breach. Failure to comply may result in the Service(s) being suspended without additional warning.
- 9.2. Any Service(s) that are found to be in breach of this policy that have caused issues and/or degradation of service for other Customers will result in immediate suspension followed by an email notification requesting changes be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed to remedy the breach.
- 9.3. Any Service(s) that are found to be in breach of this policy and have recorded a prior breach within three (3) months of the new breach will result in immediate suspension followed by an email notification requesting changes be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed to remedy the breach, and a re-activation fee has been paid in full.
- 9.4. Any Service(s) that are found to be in breach of this policy and have recorded two (2) prior breaches within three (3) months of the new breach will result in immediate suspension followed by an email notification advising that the Service(s) must be moved to another provider immediately. Day3 Hosting will supply the Customer with a backup archive of their files if available, and termination of the service and all backup data will occur within seven (7) days. If the Customer does not respond to this notice, the Service(s) may be terminated without further notification.
- 9.5. Suspension notification emails (as detailed in 9.1 to 9.4) will be sent to the nominated account holder email address, and the Customer warrants that, in line with the Terms of Service, this address will be kept current and up to date. We recommend using an externally hosted email address to ensure continued delivery of important service information and notifications.
- 9.6. The Customer will be solely liable for any fees or charges that are paid by Day3 Hosting to third party providers for the unblocking of any restrictions they have placed due to Service(s) operated by the Customer breaching this policy.
- 9.7. As per the Terms of Service, the Customer will not be entitled to a refund if any of Day3 Hosting's Terms, Policies and Agreements have been breached.

10. Changes

- 10.1. Day3 Hosting may amend our Acceptable Use Policy at any time. Changes to this agreement will become effective upon their publication to our website.

10.2. Continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Services) in-line with our cancellation policy found within our Terms of Service.

If you have any questions about this agreement please contact our Customer Care team via email at customercare@day3.com.au.

DOCUMENT HISTORY

Date of Change	Description of Change	Version
01-04-2019	<input type="checkbox"/> Import of Acceptable Use Policy v1.2 <input type="checkbox"/> Implementation of new formatting guidelines	2.0