

## Acceptable Use Policy (AUP)

FX WEB CREATIONS, provides web hosting to a large number of clients. We have a responsibility to protect each client and provide the best services available. The following guidelines have been established to ensure this intent is met.

FX WEB CREATIONS ("The Company") agrees to furnish services to the client, subject to the following AUP (Acceptable Use Policy). From herewith in this AUP and SLA, the usage of "us", "we", "our", "ours" shall constitute reference to FX WEB CREATIONS, the usage of "you", "your", "they", "them" shall refer to client / customer of FX WEB CREATIONS.

Use of company services constitutes acceptance and agreement to the company's AUP as well as the company's SLA (Service Level Agreement). All provisions of this contract are subject to the SLA (Service Level Agreement) of FX WEB CREATIONS and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

**Content:** You are responsible for any and all content in and under your site or account at all times. All services provided by FX WEB CREATIONS may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian Federal, State or City law is prohibited.

FX WEB CREATIONS is not responsible for any claims resulting from the use of our service. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the internet. Links to such materials are prohibited. This also includes, but not limited to Adult/Pornography sites (excluding online adult stores), pirated software, hacker programs/archives, Warez, copyrighted material whereby you are not the owner or have permission from the owner or material protected by trade secrets and other statutes.

The following constitute violations:

**Threats and unlawful conduct:** Use of our service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property. Use of our services to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

**Fraud:** Use of our service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters." Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

**Attacks and Exploits:** Any activity which affects the ability of other people or systems to use any services or other internet services. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the client's responsibility to ensure that their server is configured in a secure manner. A client may not, through action or inaction, allow others to use the network for illegal or inappropriate actions. Unauthorised entry and/or use of another company and/or individual's computer system will result in immediate account termination. We will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of our or other systems.

**Programs:** We do not allow programs to run continually in the background on our hosting servers. This is to minimise system resources used and operational maintenance needed. We do not allow any chat or topsite programs on our hosting servers other than the ones we pre-install for our clients to use. IRC: We DO NOT allow IRC or IRC bots to be operated on our servers or network. BitTorrent and other peer-to-peer programs/servers are not permitted to run on any server on our network.

**Commercial Advertising- Email (SPAM):** Spamming, or the sending of unsolicited email, from a FX WEB CREATIONS service or using an email address that is maintained by us is STRICTLY prohibited and will qualify your site for immediate deactivation with no refund. FX WEB CREATIONS will be the sole arbiter as to what constitutes a violation of this provision. Additionally claims investigated by us about spam from any of our users or users of theirs, will be fined and billed for such work. The fee for such an instance if you are found to be at fault is \$1 per email sent and up to a \$1000 fine per incident.

**Server abuse:** Any attempts to undermine or cause harm to any Company server or customer of ours is strictly prohibited. FX WEB CREATIONS holds no responsibility for the use of our clients' accounts. Any account that abuses resources and actions are not taken to desist, calls for immediate de-activation without any refund of payments made thus far. Any site using what we deem to be using excessive cpu cycles or any resources that cause strain to other sites may also be offered new terms. Use of our service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of our or another entity's computer

software or hardware, electronic communications system, or telecommunications system.

**Network Abuse:** Any attempts to undermine or cause harm to our network(s) is strictly prohibited. FX WEB CREATIONS holds no responsibility for the use of our clients' accounts. Any account that abuses network resources and actions are not taken to desist, calls for immediate de-activation without any refund of payments made thus far.

**Back-ups :** FX WEB CREATIONS performs daily backups on all of our servers to ensure critical files are never lost. We do not restore a file any user has accidentally deleted or modified. The back-up restoration is for emergency procedures only. You are advised to backup all of your own files to your local drive. We are not responsible for lost data, time, income or any other resource due to faulty backups or non-existent back-ups.

**Security :** You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorised access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorised access to another network or server. Sharing your password and account access with unauthorised users is prohibited and you will be held responsible for such use. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service. You may not attempt to circumvent user authentication or security of any host, network or account. Users who violate systems or network security may incur criminal or civil liability. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

**Refusal of Service :** We reserve the right to refuse, cancel, or suspend service at our sole discretion.

We reserve the right to revise, amend, or modify this AUP, our SLA (Service Level Agreement). and our other policies and agreements at any time and in any manner.

Notice of any revision, amendment, or modification will be posted in accordance with our SLA (Service Level Agreement).