Host Geek Acceptable Usage Policy (AUP)

As used in this Agreement, "us" and "we" means Host Geek and "Customer", "you", or "your" means you. When placing an order on our website, by ticking the Terms and Conditions box, you acknowledge that you have read the Agreement, and you agree to its terms and conditions and all policies posted on the Host Geek web site. As referred to in this Agreement, "Site" refers to a World Wide Web site and "Host Geek Site" refers to the Site located at the URL https://www.hostgeek.com.au, or any other successor Sites owned or maintained by Host Geek.

Host Geek customers are not allowed to do the following on our servers:

- Run any process or command that consumes an unreasonable amount of system resources, including but not limited to using CPU, RAM, or sustained bandwidth.
- Upload data files that are not typically part of a website, this includes PC backups and archives or files not downloadable from your website.
- Run any site with adult-oriented content, including but not limited to any nude or pornographic material, without gaining prior permission from Host Geek to run such a site.
- Post or transmit any unlawful, threatening, abusive, defamatory, obscene, libellous, offensive, pornographic, indecent, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law.
- Restrict or limit other users' ability to enjoy the use of the internet or our services.

THE FOLLOWING ARE STRICTLY **NOT ALLOWED**:

- Run stand-alone scripts such as IRCD that are unattended.
- Run any Internet Relay Chat software (IRC)
- Run any bittorrent software including trackers, clients, etc.
- Do any file sharing / P2P activities
- Run any game server application (unless on a gaming designated server).
- Run cronjobs at less than 15-minute intervals.
- Upload or host Rapidleech scripts.
- Upload or host Topsite scripts (applies only to shared hosting server, not proxy servers).
- Upload or host proxy scripts.
- Upload or host Wares – actual files including but not limited to pirated software, hacker programs, crack and MP3 files.
- Upload or host hack or phishing sites etc.
- Abuse Host Geek or other servers / sites within the network.
- Mass File Hosting (Includes Image Hosting).
- Services used to spam (Auto Termination and a removal cost charged at commercial rates for any mass mailer scripts found).
- Use databases for websites not hosted by Host Geek. Outside access to databases on Host Geek servers is prohibited.
- Have anything else that may infringe on laws of Australia.

Unsolicited E-mail (SPAM) and Mailing Lists

We take a ZERO TOLERANCE stance against the sending of unsolicited e-mail, commonly known as spam, from our servers. Any user who sends out spam will have their account terminated immediately without notice, and information will be forwarded to the appropriate authorities.

Each domain is restricted to sending 250 e-mails per hour. If you require a higher limit, we recommend upgrading to one of our VPS services from which you can send an unrestricted number of e-mails. Any subscription-based e-mails that are sent from our servers are required to follow standard mailing list rules, including having an unsubscribe facility in each e-mail. If at any time one of our servers are listed on a spam blacklist for any reason and the listing was caused by an e-mail sent from your account, we will disallow any mailing lists to be sent from that domain. At our discretion, we may suspend or terminate a user's account if they continue to send out mailing lists.

Host Geek's general policy is to act as a neutral provider of access to the global Internet. Host Geek reserves the right to suspend or cancel a customer's access to any or all services provided by Host Geek when Host Geek decides that the account has been used inappropriately. Host Geek's determination or decision based on our AUP and other such matters is solely at the discretion of our staff.

Any breach of our Acceptable Use Policy that results in action by our staff will cancel our standard Money Back guarantee and invoices issued will still be required to be paid.

This Acceptable Use Policy is part of our *Terms & Conditions.*

Changes to This Policy

Host Geek reserves the right to make changes to this policy at any time, as deemed necessary by us. Changes will be effective immediately once updated on the Host Geek websites. It is up to the customer to check upon these whenever necessary. We will send out a notification should there be changes of a material nature. A current version is always available via our website https://www.hostgeek.com.au/terms-and-policies.

If you have any questions about this policy, please email support@hostgeek.com.au, call 1300 722 504 or +61 3 7018 7500, or raise a ticket in the Host Geek Client Area.