

## **1. DEFINITIONS**

In this document, the following words have these meanings:

- "You", "Your", "Customer", "Member(s)", or "User(s)" means a "Subscriber" to the Service, or any person who accesses the Service using the subscriber's access details;
- "Service" or "Service(s)" means any product(s) or services(s) the Customer has ordered for use.
- "Vaerith", "Vaerith Webhosting", "We", "Us", "Our" means Vaerith (ABN 46 930 389 900).
- "ToS" means Terms of Service.
- "AUP" means Acceptable Use Policy.
- "Agreement(s)" means "ToS", "AUP", "SLA" and "Privacy Policy".
- "Members Area" or "Client Area" means our online portal to manage all Services and not limited to the members domain name(s), web hosting, dedicated servers, and security certificates, direct access to the Vaerith Members Area.
- "Website" means [www.vaerith.net.au](http://www.vaerith.net.au) and any other applicable page associated and/or linked.

## **2. GENERAL**

As a provider of web-hosting and other internet-related services, Vaerith offers its Subscriber's the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Vaerith respects that the internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, we reserve the right to take certain preventive or corrective actions. In order to protect these competing interests, Vaerith has developed an Acceptable Use Policy ("AUP") , which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using our services. This AUP will be revised from time to time.

One important aspect of the internet is that not one party owns or controls it. This fact accounts for much of the internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When Subscribers obtain information through the internet, they must keep in mind that we cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the member must exercise their best judgment in relying on information obtained from the internet, and also should be aware that some material posted to the internet may be

sexually explicit or otherwise offensive. Because Vaerith cannot monitor or censor the internet, and will not attempt to do so, Vaerith cannot accept any responsibility for injury to its Subscribers resulting from inaccurate, unsuitable, offensive or illegal internet communications.

When Subscribers disseminate information from the internet, they must keep in mind that Vaerith does not review, edit, censor or take responsibility for any information its Subscribers may create. When users place information on the internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over our network and may reach a large number of people, including both Subscribers and non-Subscribers of Vaerith, Subscribers postings to the internet may affect other Subscribers and may affect our goodwill, business, reputation or operations. For these reasons, Subscribers violate our set Agreements when they, their customers, affiliates or subsidiaries engage in the activities described within this Acceptable Use Policy.

### **3. ELIGIBILITY OF USE**

The Services are not targeted towards, nor intended for use by, anyone under the age of 18. By using the Services, you represent and warrant that you are 18 years of age or older. If you are under the age of 18, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

To sign up for the Services, you must register for an account on the Website (an "Account"). You must provide accurate and complete information and keep Your Account information updated. You shall not:

- (i) select or use as a username a name of another person with the intent to impersonate that person;
  - (ii) use as a username a name subject to any rights of a person other than You without appropriate authorisation; or
  - (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene.
- You are solely responsible for the activity that occurs on Your Account, regardless

of whether the activities are undertaken by you, your employees or a third party (including Your contractors or agents), and for keeping your Account password secure.

You may never use or interfere with another person's user account or registration information for the Services without permission. You must notify us immediately of any change in Your eligibility to use the Services, breach of security or unauthorised use of Your Account. You should never publish, distribute or post login information for Your Account. You shall have the ability to delete Your Account, either directly or through a request made to one of our employees or affiliates. You must notify us immediately of any unauthorised use of Your account, the Services we supply to You or any other breach of security.

We will be entitled to suspend or terminate Your Account if You breach these Terms of Service. Additionally, Vaerith may disclose Your Account details to any law enforcement bodies who investigates Your use of our Service. Vaerith will not be liable for any loss or damage as a result of Your failure to provide us with accurate information or to keep Your Account secure or with any investigation by law enforcement bodies.

#### **4. SPAMMING**

Subscribers may not send unsolicited bulk messages over the Internet (i.e. "spamming") and must comply with all relevant legislation and regulations on bulk and commercial e-mail, including the CAN-SPAM Act of 2003 and the Australian Anti Spam Legislation 2004. When a complaint is received, we will investigate and shutdown the account that is found spamming.

#### **5. ADULT CONTENT**

Vaerith forbids hosting services for Adult Content web sites. Subscribers agree not to store, transmit, link to, advertise or make available any images, audio clips or text containing sexually explicit material. Any and all web sites found in violation of this Agreement will be removed immediately, without prior notification to the Subscriber. Vaerith will make the final decision in any dispute over unacceptable content. By hosting with Vaerith, all Subscribers agree to accept Vaerith's decision as to what is and is not adult-oriented content.

## **6. DEFAMATION**

Using our network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

## **7. UNAUTHORIZED ACCESS**

Accessing, illegally or without authorization, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity).

## **8. HARMFUL DISTRIBUTION**

Distributing information regarding the creation of and sending internet viruses, worms, Trojan horses, ping, flooding, mail bombing or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment.

## **9. INFRINGEMENT**

Use of our service to transmit any material (by e-mail, uploading, posting, hot linking, directly linking or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

## **10. SENSITIVE DATA**

Use of our service to collect, or attempt to collect, personal information about third parties without their knowledge or consent is violation of this Acceptable Use Policy.

## **11. ACCOUNTABILITY**

Vaerith Subscribers will be held responsible and accountable for any activity by third parties, using their account, which violates guidelines created within the Acceptable Use Policy.

## **12. REVISIONS**

We reserve the right to revise, amend, or modify the Agreements published on our Website at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our Terms of Service.

## **13. OTHER ACTIVITIES**

Engaging in activities, whether lawful or unlawful, that Vaerith determines to be harmful to its Subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the Subscribers. We will not, as an ordinary practice, monitor the communications of its Subscribers to ensure that they comply with our policy or applicable law. However, when Vaerith becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the internet, or any other action deemed appropriate by Vaerith.

Vaerith is also aware that many of its Subscribers are themselves providers of internet services, and that information reaching our facilities from those Subscribers may have originated from a customer of the Subscribers or from another third party. Vaerith does not require its Subscribers who offer internet services to monitor or censor transmissions or web sites created by customers of its Subscribers. Vaerith reserves the right to directly take action against a customer of its Subscribers. Also, Vaerith may take action against the Vaerith's Subscribers because of activities of a customer of the Subscribers, even though the action may affect other customers of the Subscribers. Similarly, Vaerith anticipates that Subscribers who offer internet services will cooperate with us in any corrective or preventive action that we deem necessary. Failure to cooperate with such corrective or preventive measures is a violation of our policy.

We will not intentionally monitor private electronic mail messages sent or received by its Subscribers, unless required to do so by law, governmental authority or when public safety is at stake. We may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Vaerith may disclose information, including, but not limited to, information concerning a Subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. Vaerith assumes no obligation to inform the Subscribers that Subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, Vaerith may disclose Subscriber information or information transmitted over its network where necessary to protect Vaerith and others from harm, or where such disclosure is necessary to the proper operation of the system. However, we will never sell information to other services or outside companies.

Vaerith expects that its Subscribers who provide internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A Subscriber's failure to comply with those laws will violate our policy. Finally, we wish to emphasize that, in accepting the Service Agreements, Subscribers indemnify Vaerith for any violation of the Service Agreements, law or policy resulting in loss to Vaerith or the bringing of any claim against Vaerith by any third party. This means that, if Vaerith is sued because of a Subscriber's or customer of a Subscriber's activity, the Subscriber will be responsible for payment of any damages awarded against Vaerith, plus costs and reasonable attorney's fees.

We hope this AUP is helpful in clarifying the obligations of internet users, including Vaerith and its Subscribers, as responsible Subscribers of the internet.

Any complaints about a Subscriber's violation of this AUP should be sent to [hello@vaerith.net.au](mailto:hello@vaerith.net.au)