

## Acceptable Usage Policy

**Last Updated:** 15<sup>th</sup> September, 2017.

### 1. Introduction

This policy will outline what Exigent Australia deems to be unacceptable use of services that are provided by Exigent Australia (ABN: 65 109 918 747) (“we” and “us” and “our”) to the customer/client (“you” and “your”).

We will make adjustments to this policy from time to time. When amendments to this policy are made, we will notify you of the changes to which you will then be obliged to comply with the amendment of this policy.

Should you not agree to this Acceptable Usage Policy, you must notify us of the cancellation of your service(s) in writing by FAX within 24 hours of notification.

### 2. To whom this policy applies to.

This policy applies to the owners and operators of all services provided by Exigent Australia. This policy is also directed at the users or customers who may want to lodge a complaint about alleged breaches of this policy.

The user of our services that contravenes the various Commonwealth and State laws of Australia that govern many aspects of the Internet us, by definition are found to be unacceptable use. Exigent Australia strongly advises the owners and operators of the services hosted by us to familiarise themselves with these laws and to a hear to them at all times.

### 3. Customers’ agreement to comply with the Acceptable Usage Policy.

It is condition of contract that all customers agree to complete with this Acceptable Usage Policy. Your decision to purchase service(s) from Exigent Australia will signify your acceptance of the terms of this Acceptable Usage Policy.

### 4. Exigent Australia responsibilities.

We will take the measure required to ensure all owners and operators of our services we host comply with this agreement.

We reserve the right to monitor your compliance and take action we deem is necessary. We are obliged to act on any complaints from a person or another Exigent Australia customer and will fully cooperate with law enforcements agencies.

## 5. Unacceptable usage by customers

You agree not to use our services or attempt to use the service in any way that;

### **i) Breaches the Law**

*Results in you or Exigent Australia being involved in a breach of law, order of regulation*

### **ii) Obscene and abusive**

*You may not publish, transmit or store any material that is seen to be obscene or abusive in any shape, form or manner on the Exigent Australia servers and network.*

### **iii) Offensive Content**

*You may not publish, transmit or store any material (promotes or related to child pornography, bestiality, non-consensual sex acts, any form of violence, language that is seen as harassing or hate speech, deformation) on the Exigent Australia servers and network.*

### **iv) Bulk & SPAM E-Mail**

*You may not use Exigent Australia mail servers (on any of our shared & reseller hosting servers and any of our Microsoft Exchange servers) to send bulk e-mail unless otherwise requested and written agreement has been approved by Exigent Australia.*

### **v) Illegal business practices**

*Engages in any misleading or deceptive business practice as well as marketing and promotions. This also involves any form of illegal pyramid selling schemes.*

## 6. Excessive Resource Usage

Excessive resource usage results in excessive loads being generated on our servers, network and other resources which results in undue burdening to other Exigent Australia clients or of the service in general.

## 7. What we will do about unacceptable use.

It is at the discretion of Exigent Australia to suspend or terminate a customers access to any or all services provided by Exigent Australia if found to be in breach of the terms of this Acceptable Usage Policy.

Exigent Australia reserves the right to decide whether any action would constitute an unacceptable use of the service and may take the appropriate action required to suspend or terminate the service. Exigent Australia decision will be final.

Exigent Australia will not automatically assume or allege any unacceptable usage against you unless proven and the situation has been accessed by Exigent Australia.

Should your account be in breach of the terms of this Acceptable Usage Policy in section 6, Exigent Australia is obliged to seek legal advice and to report the matter to the relevant government authority to further investigate. Should the government authority require a copy of data; this will be provided to them without the consent of the customer

Nevertheless, Exigent Australia reserves the right to suspend or terminate your account without any notification to you if the circumstances dictate that immediate action is required.

#### **8. Complaints process.**

Should customers and non-customers require making a complaint, it is requested that this be sent to [abuse@exigent.com.au](mailto:abuse@exigent.com.au).

All complaints will be kept on record and investigated properly by Exigent Australia. We will attempt to resolve the issues to the best we can for the satisfaction of the complainant.

If unsuccessful in resolving the issues, Exigent Australia will provide your contact details to the complainant (we will comply with all Privacy Laws in regards to this matter) to allow them to resolve any issues.

Should this step become unsuccessful in resolving any issues, we will then advise the complainant with the correct contact details provided by us to contact the Australian Broadcasting Authority or the correct government authority.

Depending on the outcome from both parties involved in the complaint, Exigent Australia reserves the right to make the final decision to either suspend or terminate the service should we see fit.

#### **9. Liabilities & Indemnities**

Exigent Australia will not be held liable for any loss of benefit you might incur while your service is suspended or terminated where you've breach the terms on this Acceptable Usage Policy.

Should we be required by the Australian Broadcasting Authority under a taken down notice in accordance with its obligation under the Broadcasting Services Amendment (Act in 1999) or notice from a government authority department to take down your service, we will do so without notification.

You agree to indemnify Exigent Australia against any claim a user or another customer might make as a result of any loss of benefit or damages they will incur as a result of a breach of this Acceptable Usage Policy.