



ACCEPTABLE USE POLICY

POLICY DOCUMENT

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TABLE OF CONTENTS

STATEMENT OF PROPRIETARY INFORMATION	2
CHANGE HISTORY	2
EXECUTIVE SUMMARY	3
Definitions	3
Purpose	3
Scope	3
AGREEMENT	4
TERMS OF AGREEMENT	4
Unacceptable Use	4
Security	5
Excessive Resource Usage	5
Backups	6
Spam and Bulk Email	6
NON-COMPLIANCE AND REMEDY	8
ALTERATIONS TO THIS AGREEMENT	8
GLOSSARY	10

STATEMENT OF PROPRIETARY INFORMATION

The information contained in this document is owned by Starblazer Media. The document may not be disclosed, duplicated, or used, for any purpose, in whole or in part, by any other party without the prior written consent of Starblazer Media.

The information contained herein is subject to change without notice. Starblazer Media shall not be liable for technical or editorial errors or omissions contained herein. The master copy of this document is stored in electronic format and this document is uncontrolled once printed.

CHANGE HISTORY

Date	Version	Author	Nature of Change
11/03/2015	0.1	Nick Grebneff	First Draft
05/04/2015	1.0	Nick Grebneff	Finalised Version

EXECUTIVE SUMMARY

DEFINITIONS

1. Starblazer Media means Starblazer Media (ABN 71 935 265 640) of South Australia, Australia.
2. Synergy Wholesale means Synergy Wholesale Pty Ltd (ACN 165 245 901) of Victoria, Australia.
3. Service, Service(s) or Services means any products or services provided by Starblazer Media either for a fee or free of charge to the Customer as part of an agreement between the Customer and Starblazer Media whether verbal, written, electronic or otherwise. Such Services may include but are not limited to Web Design Services, Graphic Design Services, Domain Name Registration Services and Web Hosting Services.
4. Customer or Customers means the person, persons or other entity that has entered into an agreement whether verbal, written, electronic or otherwise for the provision of Services by Starblazer Media.
5. Primary Contact Email is an externally hosted Email address to be used for sending official communications from Starblazer Media as defined in the Starblazer Media Terms of Service.

PURPOSE

The purpose of this policy is to outline the acceptable use of the Services provided by Starblazer Media. These rules are in place to protect the Starblazer Media and its Customers. Inappropriate use may expose Starblazer Media or its Customers to risks including virus attacks, compromise of network systems and services, and legal issues.

SCOPE

This policy applies to the use of Services provided by Starblazer Media such as Domain Name Registration, Web Hosting or Design Services.

This policy applies to:

- Customers of Starblazer Media
- Any representatives working on behalf of the Customer
- The business owner of Starblazer Media
- Any other workers operating on behalf of Starblazer Media, including all personnel affiliated with third parties
- All equipment that is owned or leased by Starblazer Media.

Any exception to this policy must be approved by the business owner of Starblazer Media.

AGREEMENT

As part of placing any order for Services on the Starblazer Media website (www.starblazer-media.com.au) the Customer signifies that they accept the terms of this Acceptable Use Policy as well as the Starblazer Media Privacy Policy as well as any applicable Registrant Agreement that may apply to Domain Names they are seeking to have registered through Starblazer Media.

Should you have any questions about this agreement please contact Starblazer Media at admin@starblazer-media.com.au.

TERMS OF AGREEMENT

UNACCEPTABLE USE

Customers may not use Web Hosting Services provided Starblazer Media or Domain Names registered through Starblazer Media and Hosted with other providers for any of the following:

1. File hosting services for the provision of such files to outside parties whether for sharing through torrents, ftp or other file sharing tools.
6. File storage, archiving or backup for the sole use of the Customer where that backup, archiving or storage is not directly related to the publicly accessible content of the web hosting service.
7. Sites hosting gaming related servers such as for Ventrilo or Counterstrike.
8. Sites hosting IRC servers, scripts or bots.
9. Sites hosting or generating content for the purposes of providing advertising for use in other web sites.
10. Sites offering any goods or services for which the Customer does not hold the applicable licenses or permits required to be able to provide these goods or services under Australian Law.
11. Sites offering services related to gambling, lotteries, banking or investment schemes.
12. Sites providing information or services related to proxy utilities or anonymous browsing tools.
13. Sites with any content describing or promoting hacking, cracking or decoding of other Sites, computer systems or encryption.
14. Sites with any content describing, depicting or promoting any activity that would be considered illegal in any jurisdictions where the Customer or Starblazer Media conducts business.
15. Sites with any content describing, depicting or promoting child or other pornography.
16. Sites with any content describing, depicting, inciting or promoting any acts of violence, implied violence, harassment or hate speech including acts of terror.
17. Sites with any content that could be considered malicious, fraudulent or otherwise unfair or deceptive under consumer protection laws in any jurisdictions where the Customer or Starblazer Media conducts business.
18. Sites with any content that could be considered to be defamatory or violating the privacy or confidentiality of any person or other legal entity.
19. Storage, distribution or use of any files or other intellectual property that relates to pirated or other copyrighted, trademarked, patented material belonging to outside parties that the Customer is not

licensed to store, own or distribute copies of. (e.g. 'warez' or pirated software, music, movies or other media sites)

Starblazer Media reserves the right to be the sole arbiter what Sites or content are considered to be breaching any of the above listed forms of unacceptable use under this policy.

SECURITY

1. The Customer acknowledges that they are solely responsible for what is hosted from and stored in the Service.
20. The Customer agrees to maintain all PHP, CGI scripts & Content Management Systems with the latest published stable versions. Failure to do this may result in security vulnerabilities leading to your Service being compromised, defaced or destroyed.
21. The Customer agrees to ensure that usernames and passwords relating to their Service(s) 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.
22. The Customer agrees to keep all file and folder permissions set correctly.

EXCESSIVE RESOURCE USAGE

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

23.1. 40% utilisation per Service on Professional web hosting Services;

23.2. 35% utilisation per Service on Standard web hosting Services.

The above CPU limits are managed by CloudLinux, software that monitors resources on shared cPanel web hosting servers. Websites which exceeds these limits will display an error message to visitors until resource usage falls below the assigned limits.

24. For all web hosting Services, the Customer may not:
 - 24.1. Perform any task which unreasonably consumes server resources leading to degradation of the shared hosting server environment for other Customers;
 - 24.2. Perform any task which generates high Input/Output Load;
 - 24.3. Consume large amounts of system memory;
 - 24.4. Consume greater than 250,000 inodes, where 1 file equals 1 inode;
 - 24.5. Execute a script which takes longer than 180 seconds to complete;
 - 24.6. Operate a script which does not close MySQL connections upon completion;
 - 24.7. Run any server-side or stand-alone processes or daemons;
 - 24.8. Run any bit torrent applications, trackers or clients;
 - 24.9. Run any web spiders or indexers;
 - 24.10. Run cron jobs with intervals of less than 15 minutes;
 - 24.11. Use PHP includes that call the full URL instead of a local file (eg. `include(http://domainname.com/file.php)` instead of using `include("file.php")`);

25. For all web hosting Services, the Customer must request consent from Starblazer Media before using any of the following commands in scripts, SSH or via any other means. Any such requests must include a valid reason their use.
 - 25.1. rsync;
 - 25.2. tracert, traceroute or traceroute6;
 - 25.3. ping or ping6;
 - 25.4. mtr;
 - 25.5. lynx;
 - 25.6. ftp;
26. Starblazer Media's wholesale hosting provider, Synergy Wholesale, has the right to suspend any Customer's Service provided on its behalf by Starblazer Media that is utilising excessive network resources, and may also charge Starblazer Media additional usage fees for excessive usage incurred on a Customer's Service. Any such fees will be passed on to the Customer by Starblazer Media and may result in the termination of Services to the Customer by Starblazer Media.

Starblazer Media may make reasonable attempts to notify its Customer when notified by its wholesale hosting provider, Synergy Wholesale, however, notification is not guaranteed and the Customer should ensure they are compliant with all policies.

BACKUPS

1. The Customer agrees to ensure that they will maintain a local or off-site backup of their Service data at all times.
2. Starblazer Media will not be held liable for data loss under any circumstances and it is the Customers sole responsibility to ensure that they have a backup of all data.
3. Any individual web hosting Service that exceeds 10GB in size will be excluded from all backup routines and rotations. Starblazer Media or its wholesale hosting provider Synergy Wholesale may notify the Customer via email and provide them the option to:
 - a) Remove excess data from the Service to reduce the total so that it falls under the 10GB limit, such that the Service may resume its backup rotation;
 - b) Purchase a backup add-on Service for an additional monthly fee to raise the backup limit to 20GB;
 - c) Continue without backups and rely solely on their own backups for all disaster recovery scenarios.In the event that Customer does not receive the notification from Synergy Wholesale, Option c) from above will be selected.
4. The Customer agrees that if a web hosting Service has the backup space add-on, it is their sole responsibility to ensure that the backup space has been correctly mounted, formatted and that backups are actively being taken, even if Starblazer Media's wholesale hosting provider, Synergy Wholesale, completed the initial setup and configuration of the Service.

SPAM AND BULK EMAIL

5. 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.
6. The Customer agrees that they will not knowingly use any Services provided through Starblazer Media for sending unsolicited email or unsolicited bulk email (commonly known as spam).
7. The Customer must ensure that all bulk emailing lists used are opt-in by the recipient, and all recipients in the list have consented to being on the list.
8. The Customer must ensure that all bulk emails sent contain an appropriate mechanism for the recipient to opt-out or unsubscribe from such emails in future. Any such requests to opt-out or unsubscribe must be acted on immediately by the Customer.
9. The Customer may not use any purchased email list for individual or bulk email sending.
10. There will be a limit of 500 outbound emails per hour per Standard web hosting Service (unless specified). Customers who exceeds this threshold will receive an undeliverable message for up to one (1) hour after the above limit has been reached. Any email that is attempted to be sent over the above limit will be discarded.
11. There will be a limit of 1,000 outbound emails per hour per Professional web hosting Service (unless specified). Customers who exceeds this threshold will receive an undeliverable message for up to one (1) hour after the above limit has been reached. Any email that is attempted to be sent over the above limit will be discarded.
12. The Customer agrees that all mailing list applications will have no more than 4,000 email addresses per list.

NON-COMPLIANCE AND REMEDY

1. Any Service(s) that are found to be in breach of this policy may be subject to the following actions at the discretion of Starblazer Media or its wholesale hosting provider, Synergy Wholesale:
 - 1.1. An email will be sent to the Customer instructing that they must make changes to their Service(s) within two (2) days in order to comply with this policy. The Customer must acknowledge this email and advise the sender, being Starblazer Media or its wholesale hosting provider, Synergy Wholesale, what actions have been taken to remedy the breach. Failure to comply may result in the Service(s) being suspended without additional warning.
 - 1.2. The Customer's Service(s) may be immediately suspended followed by an email requesting changes to be made in order to comply with this policy.
2. Starblazer Media or its wholesale hosting provider Synergy Wholesale may seek to terminate the Customer's Service(s) in the following circumstances:
 - 2.1. 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.
 - 2.2. Service(s) that could be considered to be breaching any applicable Australian State, Federal or International laws as determined by Starblazer Media.
 - 2.3. Service(s) that could be considered to be breaching any applicable policies from internet regulatory bodies such as ICANN or AUDA as determined by Starblazer Media.

At its discretion, Starblazer Media may choose to invoke the termination of any Service(s) that contravenes this policy that it considers significant enough to warrant such action immediately.
3. The Customer will be solely liable for any fees or charges that are paid by Starblazer Media to its wholesale hosting provider, Synergy Wholesale, or third party providers for the unblocking of any restrictions they have placed due to Service(s) operated by the Customer breaching this policy.

For further conditions around Suspension or Termination of Services, see the Starblazer Media Terms of Service.

ALTERATIONS TO THIS AGREEMENT

1. This Acceptable Use Policy may be updated by Starblazer Media at any time and without notice. The latest version of all Starblazer Media Terms, Policies & Agreements, including this document, shall always be available for download from the Starblazer Media Website (<https://www.starblazer-media.com.au/policies>).
2. Any updates or changes to this agreement become effective for all Customers upon publication of this document to the Starblazer Media website and the Customer's continued use of Starblazer Media Service(s) will constitute acceptance of updated or amended terms.
3. Under normal circumstances, Starblazer Media will allow fourteen (14) days' for all Customers to comply with the changes before they are enforced. In exceptional circumstances, Starblazer Media may be required to update the Starblazer Media Acceptable Use Policy and enforce the amendments immediately. If this is the case, the Customer will be advised by email and the circumstances will be explained.
4. Should any changes to this agreement or any other policy document occur, Starblazer Media will advise its Customers by their Primary Contact Email addresses of the terms of service or policy document that

has been updated. The Customer agrees that their acceptance of any updated or changed policy document is not dependent upon receipt of this Email.

5. Should the Customer not wish to accept the amended terms, they should request cancellation of all Starblazer Media Service(s) by emailing admin@starblazer-media.com.au.

GLOSSARY

Term	Definition
AUDA	The .au Domain Administration Ltd.
Customer or Customers	Definition provided in the Definition section of the Executive Summary
Domain Name	A unique name used to identify a Website on the Internet. Corresponds to one or more IP Addresses. Top Level Domain names are registered in the Domain Name Service (DNS).
Domain Name Registration	The process of obtaining a Domain Name. Registration of a Domain Name allows an individual or organization to use the Domain Name for a set period of time, provided certain conditions are met and appropriate policies are adhered to.
Email	A system for sending and receiving messages electronically over the Internet and referenced by an SMTP address.
ICANN	The Internet Corporation for Assigned Names and Numbers.
Internet	The singular global network running on the TCP/IP protocol that is publicly accessible and provides end user access to services such as Websites and Email.
Service, Service(s) or Services	Definition provided in the Definition section of the Executive Summary
Site or Sites	See Website.
SMTP	Simple Mail Transfer Protocol.
Starblazer Media	Definition provided in the Definition section of the Executive Summary
Warez	Software that has been illegally copied and made available.
Web Hosting	A service whereby server space is provided and maybe linked to a Domain Name to enable a Website to be made a available on the Internet.
Website	A location connected to the Internet or World Wide Web that maintains one or more web or hypertext pages and related content.



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www.starblazer-media.com.au

At Starblazer Media we take pride and delight in producing designs for others as if we were designing for ourselves. The end result is all important to us and we strive to ensure that your quality and professionalism is communicated through the designs that we produce for you. We believe that your customers will judge your business in every aspect that they interact with you and that includes electronic and printed communications.

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