

Acceptable Use Policy

1. Definitions

- 1.1. "Account" means the account held with James Demetrie t/a DISKMANdotNet by the Customer that is used for billing, contact information and details of the Service(s) assigned to the Customer.
- 1.2. "Hosting, "Web Hosting" service refers to the shared cPanel hosting service provided by DISKMANdotNet on any of its servers.
- 1.3. "cPanel" refers to the shared web hosting Service control panel and "cPanel user" refers to the Customers Service on the shared web hosting cPanel server environment.
- 1.4. "Client", "Customer" or "Reseller" refers to any person, partnership, corporation, or other legal entity acquiring Services from Reseller, which form part of the Reseller's Services;
- 1.5. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has ordered from DISKMANdotNet. This can include, but is not limited to, web site hosting, domain name registration or transfer or renewal, SSL certificates, VPS, SMS services and all auxiliary service(s). These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails DISKMANdotNet sends to the Customer after an order has been placed. The specific details of the Services can be found by logging in to the DISKMANdotNet Console.
- 1.6. "DISKMANdotNet", "DISKMAN", "Company", or "Business" means James Demetrie t/a DISKMANdotNet.
- 1.7. "DISKMAN Console", "DM Console" and "the Console" refers to DISKMANdotNet's customer account, billing and management portal, available online at <https://www.diskmanconsole.net>.

2. Acceptance

- 2.1. The Customer signified acceptance of the Acceptable Use Policy upon signup to DISKMANdotNet and their subsequent acceptance of the Wholesale Reseller Agreement.
- 2.2. The Customer acknowledges that they are solely responsible for ensuring that all Service(s) are in full compliance with this policy, and that they are solely responsible for the files and applications that have been uploaded and executed.

3. Unacceptable Content and Material

- 3.1. The Customer may not publish, transmit, distribute or store any content or material on DISKMANdotNet's servers or network that DISKMANdotNet believes:

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- 3.1.1.1.** Constitutes child pornography;
- 3.1.1.2.** Is excessively violent or incites, threatens or implies violence;
- 3.1.1.3.** Contains harassing content or hate speech;
- 3.1.1.4.** Is unfair or deceptive under any relevant Fair Trading or Consumer Affairs act in your state;
- 3.1.1.5.** Is defamatory or violates a person's privacy;
- 3.1.1.6.** Creates a risk to a person's safety, health or security;
- 3.1.1.7.** Compromises national security or interferes with an investigation by any law enforcement agency;
- 3.1.1.8.** Improperly exposes trade secrets or any other confidential or proprietary information of another person or business;
- 3.1.1.9.** Is intended to assist others in defeating technical copyright protection, which includes illegal file sharing and torrents;
- 3.1.1.10.** Clearly infringes on another person or businesses trademark, patent or property;
- 3.1.1.11.** Promotes illegal drugs or violates import or export laws;
- 3.1.1.12.** Relates to illegal gambling or fire arms trafficking;
- 3.1.1.13.** Is otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to DISKMANdotNet;
- 3.1.1.14.** Is otherwise malicious, fraudulent, or may result in retaliation against DISKMANdotNet by offended viewers.

4. Prohibited Use

4.1. Shared cPanel web hosting Services may not be used for the following purposes:

- 4.1.1.** For storage of backup archives nor any data which is not directly related to and accessible through the website itself.
- 4.1.2.** For storage of email data exceeding 5GB in total per service; this total encompasses all email inboxes additional directories within the cPanel service including the default catchall email account.

4.2. Services, including but not limited to shared cPanel web hosting Services, may not be used for any of the following activities:

- 4.2.1.** IRC scripts or bots;
- 4.2.2.** Proxy scripts or anonymous browsing utilities;
- 4.2.3.** Image or file hosting scripts (similar to Photobucket, Rapidshare, etc);
- 4.2.4.** IP scanners;
- 4.2.5.** Pirated software or "warez" sites;
- 4.2.6.** Banner advertisement services;
- 4.2.7.** Lotteries, banking or investment sites (such as Pyramid or Ponzi schemes);

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- 4.2.8. Hacker focussed sites, archives or programs;
- 4.2.9. Sale of any controlled substance without having the appropriate permits;
- 4.2.10. Sites promoting illegal activities;
- 4.2.11. Any game servers (such as Counter Strike, Half Life, etc);
- 4.2.12. Any VoIP service primarily associated with game server communities (such as TeamSpeak);
- 4.2.13. Any other purpose that DISKMANdotNet management have deemed as unacceptable.

5. Security

- 5.1. The Customer acknowledges that they are solely responsible for what is hosted from and stored in the Service.
- 5.2. The Customer agrees to keep all PHP and CGI scripts up to date with the latest release or stable versions as directed by the publisher or developer. Failure to do this may result in security vulnerabilities leading to your Service being compromised, defaced or destroyed.
- 5.3. The Customer warrants that their Service usernames and passwords 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.
- 5.4. The Customer agrees to keep all file and folder permissions set correctly.
- 5.5. Customers with Web Hosting Services are required to:
 - 5.5.1. Ensure the Web Hosting Service is secured as soon the Service has been provisioned by DISKMANdotNet;
 - 5.5.2. Install firewall software (for Wordpress we recommend Wordfence or iThemes Security);
 - 5.5.3. Perform security audits and updates of website software on a regular basis, be it of their own volition, or engage DISKMANdotNet (for a fee) to perform these audits or updates;
 - 5.5.4. Change the cPanel and email passwords on a regular basis;
 - 5.5.5. Perform any other maintenance that is required on the Web Hosting Service service on a regular basis.

6. Excessive Resource Usage

- 6.1. Per CPU core limits apply to all shared cPanel web hosting Services, and are limited to:
 - 6.1.1. 40% utilisation per cPanel user on Business Services (DM 5k, DM10k, DM15k);
 - 6.1.2. 35% utilisation per cPanel user on Economy Services (Email Only, DM 1k, DM 2k Plans). All CPU limits are strictly enforced by CloudLinux, software that monitors resources on shared cPanel web hosting servers, and any website which exceeds

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these limits will automatically display an error message to visitors until resource usage falls below the assigned limits.

- 6.2.** For all shared cPanel web hosting Services, the Customer may not:
 - 6.2.1.** Perform any task which unreasonably consumes server resources leading to degradation of the shared hosting server environment for other Customers;
 - 6.2.2.** Perform any task which generates high IO Load;
 - 6.2.3.** Consume large amounts of system memory;
 - 6.2.4.** Consume greater than 250,000 inodes, where 1 file equals 1 inode;
 - 6.2.5.** Execute a script which takes longer than 180 seconds to complete;
 - 6.2.6.** Operate a script which does not close MySQL connections upon completion;
 - 6.2.7.** Run any server-side or stand-alone processes or daemons;
 - 6.2.8.** Run any bit torrent applications, trackers or clients;
 - 6.2.9.** Run any web spiders or indexers;
 - 6.2.10.** Run cron entries with intervals less than 15 minutes;
 - 6.2.11.** 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")`);

- 6.3.** For all shared cPanel web hosting Services, the Customer must request permission from DISKMANdotNet and supply a valid reason before using any of the following commands in scripts, SSH or via any other means:
 - 6.3.1.** `rsync`;
 - 6.3.2.** `tracert`, `tracert` or `tracert6`;
 - 6.3.3.** `ping` or `ping6`;
 - 6.3.4.** `mtr`;
 - 6.3.5.** `lynx`;
 - 6.3.6.** `ftp`;

- 6.4.** For all Web Hosting Services, the Customer:
 - 6.4.1.** May not use more than 75% total utilisation of all available vCPU cores for more than 300 seconds;
 - 6.4.2.** May not have a sustained read or write speed of more than 1,000Kb/s over a 300 second period;
 - 6.4.3.** May not have a sustained network throughput (in or out) of more than 10Mbit/s over 300 seconds;
 - 6.4.4.** Should ensure that they have sufficient physical memory to run all applications and does not continuously use swap space, which causes high IO consumption.

- 6.5.** DISKMANdotNet reserves the right to suspend any service utilising excessive network resources, and reserves the right to charge additional usage fees for excessive usage.

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DISKMANdotNet may make reasonable attempts to notify the Customer at the time of suspension, however, notification is not guaranteed and the Customer should ensure they are compliant with all policies.

7. Backups

- 7.1.** Any shared cPanel web hosting Service that exceeds 10GB in size per cPanel user will be automatically excluded from all backup routines and rotations. In this case, DISKMANdotNet may notify the Customer via email and give them the option to:
 - 7.1.1.** Remove any data that is not needed and bring the total back to being under the 10GB limit, allowing the Service to be re-introduced to the backup routine and rotation;
 - 7.1.2.** Purchase the Extended cPanel Backup add-on for a nominal monthly fee which raises the limit to 20GB per cPanel service;
 - 7.1.3.** Continue without DISKMANdotNet taking backups and rely solely on their own backups for all disaster recovery scenarios. In the event that Customer does not receive the notification from DISKMANdotNet, Option C as detailed in 7.1 (“Continue without DISKMANdotNet taking backups and rely solely on their own backups for all disaster recovery scenarios”) will be selected.
- 7.2.** The Customer acknowledges if a Web Hosting Service has initiated a 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 DISKMANdotNet staff completed the initial setup and configuration of the Web Hosting Service.
- 7.3.** The Customer warrants they will maintain a local or off-site backup of their Service data at all times.
- 7.4.** As per our Terms & Conditions agreement, DISKMANdotNet 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.

8. Spam and Bulk Email

- 8.1.** The Customer warrants that they will not knowingly use a DISKMANdotNet Web Hosting Service for sending any unsolicited email or any unsolicited bulk email (commonly known as spam).
- 8.2.** The Customer may not use any purchased email list for individual or bulk email sending.
- 8.3.** DISKMANdotNet assigns a limit of outbound emails per domain per hour on all cPanel web hosting services (unless specified). Any Customer who attempts to send more than the allowed amount will receive an undeliverable message for up to one (1) hour after the limit has been reached. All email over the limit will be discarded. If the client needs to send more than 60 emails per hour, we recommend Mailchimp or similar service.

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- 8.4. The Customer warrants that all commercial emails sent contain an appropriate mechanism for the recipient to “opt-out” of the list.
- 8.5. The Customer warrants that all email sent, either individually or bulk, complies with the Australian Spam Act 2003 (http://www.acma.gov.au/WEB/STANDARD/pc=PC_310322), the United States CAN-SPAM Act 2003 (<http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>) and any other relevant Spam-related legislation that may be created or amended from time to time.

9. Non-compliance and Remedy

- 9.1. Any Service(s) that are found to be in breach of this policy but have not caused any known inconvenience to other Customers will result in an email being sent to the Customer asking for changes to be made in order to comply with this policy and two (2) days to make the changes. The Customer is required to acknowledge this email and advise DISKMANdotNet what actions have been taken to remedy the breach. Failure to comply may result in the Service(s) being suspended without additional warning.
- 9.2. Any Service(s) that are found to be in breach of this policy that have caused issues and/or degradation of service for other Customers, will result in immediate suspension followed by an email requesting changes to be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed in writing to remedy the breach.
- 9.3. Any Service(s) that are found to be in breach of this policy and have recorded a prior breach within three (3) months of the new breach will result in immediate suspension followed by an email requesting changes to be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed in writing to remedy the breach, and a \$29.95 re-activation fee has been paid in full.
- 9.4. Any 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, will result in immediate suspension followed by an email advising that the Service(s) must be moved to another provider immediately. DISKMANdotNet will supply the Customer with a backup archive of their files, if available, for a fee of \$199.95 inc GST, and termination of the service will occur within seven (7) days. If the Customer does not respond to this notice, the Service(s) will be automatically terminated in thirty (30) days.
- 9.5. Suspension advisory emails (as detailed in 9.1 to 9.4) will be sent to the nominated account holder email address, and the Customer warrants that, in line with the Terms & Conditions agreement, this address will be kept current and up to date. We recommend using an externally hosted email address to ensure continued delivery of important service information and notifications.
- 9.6. The Customer will be solely liable for any fees or charges that are paid by DISKMANdotNet to third party providers for the unblocking of any restrictions they have placed due to Service(s) operated by the Customer breaching this policy.

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- 9.7.** As per section the Terms & Conditions agreement, the Customer will not be entitled to a refund if any of DISKMANdotNet's Terms & Conditions, Policies and Agreements have been breached.

10. Changes

- 10.1.** DISKMANdotNet may amend our Acceptable Use Policy at any time. At all times DISKMANdotNet will make available the current terms for client review and download via our website. Changes to this agreement other than price changes will become effective upon their publication to our website, and furthermore, continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Service(s) in-line with our Cancellation Policy which is contained within our Terms & Conditions agreement.
- 10.2.** All DISKMANdotNet Terms & Conditions, Policies and Agreements are available for download from our website at any time.

If you have any questions about this agreement, please contact our Client Services team at clientservices@diskman.net

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