

netvirtue

*Acceptable Use Policy*

# Document Change History

The following Change History log contains a record of changes made to this document:

Published / Revised	Version #	Author	Section / Nature of Change
5 Nov 2011	1.0	Management	Initial Creation
2 Jan 2012	2.0	Management	Updated with further requirements / added contents and document control
11 Mar 2014	3.0	Management	Updated Layout,
7 Nov 2016	3.1	Management	Updated Backup terms for r1soft etc.

## TERMINOLOGY

This table defines any additional terminology and acronyms used in this document.

Table 1: Terminology and Acronyms

Term	Definition
FTP	File Transfer Protocol
SSL	Secure Socket Layer
VPS	Virtual Private Server
nvArea	Client Management portal <a href="https://nvarea.com.au">https://nvarea.com.au</a> (billing, ordering, services etc.)
URL	Uniform Resource Locator
ISP	Internet Service Provider

## Contents

DOCUMENT CHANGE HISTORY .....	2
<b>1. Definitions</b> .....	3
<b>2. Acceptance</b> .....	3
<b>3. Prohibited Use</b> .....	3
<b>4. Unacceptable Content and Material(s)</b> .....	4
<b>5. Excessive Resource Usage</b> .....	4
<b>6. System and Network Security</b> .....	5
<b>7. Spam and Marketing/Bulk Email</b> .....	6
<b>8. Backups</b> .....	6
<b>9. Non-compliance and Remedy</b> .....	7

## 1. Definitions

1.1. "Net Virtue" means Net Virtue Pty Ltd (ACN: 152 900 260) of Queensland, Australia.

1.2. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has ordered for use. This can include, but is not limited to, the provisioning of space on one of our servers and a connection to and from the internet for web, email and FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Net Virtue has sent after your request for service. The specific details of the Services can be found by logging in to the nvArea or on our website.

1.3. "nvArea" refers to Net Virtue's customer account, billing and management portal, available online at <https://nvarea.com.au>

1.4. "Customer" means the person, persons or entity who ordered our services.

## 2. Acceptance

2.1. The Customer signified acceptance of the Acceptable Use Policy, as well as our Terms of Service, Privacy Policy, Customer Service Policy and any applicable Registrant Agreement, when they submitted their order to Net Virtue for Services, and that order was accepted.

## 3. Prohibited Use

3.1. Shared cPanel web hosting services may not be utilised for the following:

- a. File storage purposes or backup repositories that are not directly accessible to the Internet
- b. Excessive email storage or email archiving

3.2. Virtual Private Servers and Shared cPanel Web Hosting may not be utilised for the following without explicit permission:

- a. IRC scripts, servers or bots
- b. "warez" sites or Pirate Software Sites (including music, movies, applications etc.)
- c. Game Servers (TeamSpeak, Counter Strike, Battlefield etc.)
- d. Illegal Hacking community sites
- e. Lottery, banking or investment sites (Pyramid Schemes)
- f. Image or File Hosting services (i.e. Mega.co.nz, Rapid Share)
- g. Banner Sharing or Advertisement services
- h. Web Sites selling goods without having (where applicable) appropriate Australian permits
- i. VPN services to commit fraudulent activity including Proxy Utilities or Anonymous Browsing Scripts.
- j. Any other services promoting illegal activities or that Net Virtue's Management deem as inappropriate or unacceptable.

## 4. Unacceptable Content and Material(s)

4.1. The Customer may not transmit, publish, distribute, store or link any content or material on Net Virtue servers or network that Net Virtue believes:

- a. Is excessively violent, incites violence, threatens or implies violence, or contains harassing content or hate speech;
- b. Is defamatory or violates a person's privacy;
- c. Constitutes child pornography;
- d. Constitutes pornography;
- e. Improperly exposes trade secrets or other confidential or proprietary information of another person;
- f. Is intended to assist others in defeating technical copyright protections;
- g. Clearly infringes on another person's trade or service mark, patent, or other property right;
- h. Promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- i. Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Net Virtue;
- j. Is otherwise malicious, fraudulent, or may result in retaliation against Net Virtue;
- k. Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;

## 5. Excessive Resource Usage

5.1. Per CPU core limits apply to all shared cPanel hosting services and are limited to the following:

- a. Business Services are limited to 50% CPU, 2GB RAM, and 35 entry processes;
- b. Economy Services are limited to 25% CPU, 1GB RAM, and 20 entry processes;
- c. Reseller Services are limited to 25% CPU, 1GB RAM, and 20 entry processes.

All limits are enforced utilising CloudLinux software that monitors resources on all shared cPanel hosting services. A "503 Service Temporarily Unavailable" page will be displayed to visitors whom attempt to visit the page whilst the limits are being exceeded.

5.2 All shared cPanel services, the customer may not:

- a. Execute scripts in which the task takes longer than 240 seconds to complete;
- b. Consume greater than 250,000 inodes (1 file equals 1 inode);
- c. Perform any task which generates high IO load or large amounts of system memory;
- d. Perform any tasks which unreasonably consumes excessive server resources causing issues for other Customers on the shared service;
- e. Host or utilise any bit torrent applications, trackers or clients on the shared service;
- f. Execute cron entries with intervals less than 15 minutes;
- g. Operate or utilise a script which does not close MySQL connections upon completion.

5.3. The following commands on all shared cPanel web services require permission to execute including validation from Net Virtue:

- a. wget;
- b. rsync;
- c. ping, ping6;
- d. traceroute, traceroute6 or tracert;
- e. ftp.

5.4. VPS (Virtual Private Server) services, the customer must not:

- a. Utilise greater than 80% total utilisation of all vCPU cores for greater than 300 seconds;
- b. Utilise greater than 1,000Kb/s of sustained disk read or writes;
- c. Utilise greater than 20Mbit/s over 300 seconds

5.5. Dedicated Server services:

a. When a server is found to be excessively using the resources available, Net Virtue reserves the right at its sole discretion to shut down that server immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers and network. Where appropriate account holders may be offered an option whereby Net Virtue reactivate the server with additional resources for an additional fee. If the account holder is expecting a major change of bandwidth usage, please contact us to avoid services being shutdown for mass legitimate traffic increases.

While reasonable efforts will be made to limit inbound and outbound attacks on servers, Net Virtue are not obliged to prevent, limit or stop such attacks and the account holder shall be responsible for all bandwidth used whether or not used or contributed to, by an attack.

## 6. System and Network Security

6.1. Customers agree to maintain and keep all PHP, CGI and CMS' (Content Management Systems) up to date with the latest stable versions. Failing to maintain these may result in security vulnerabilities, defacement or destruction of your service(s).

6.2. Customers agree to keep all service, including email account(s), usernames and passwords safe and secure at all times.

6.3. Customers are encouraged to keep all folder and file permissions set correctly. Net Virtue recommends utilising the Permission Fixer via nvArea to ensure these are set correctly.

6.4. VPS (Virtual Private Servers) are required to:

- a. Ensure the VPS utilises a strong root/administrator password;
- b. Secure the VPS immediately after provisioning;
- c. Perform regular maintenance and updates on the operating system of the VPS;
- d. Change the root/administrator password on a regular basis.
- e. Install a relevant firewall for the Operating System;

f. Net Virtue recommends the Customer backup important data regularly and ensure backup tasks complete successfully

6.5. Dedicated Servers are required to:

a. Ensure the Dedicated Server utilises a strong root/administrator password;

b. Secure the server immediately after provisioning;

c. Perform regular maintenance and updates on the operating system of the server;

d. Change the root/administrator password on a regular basis.

e. Install a relevant firewall for the Operating System;

f. Net Virtue recommends the Customer backup important data regularly and ensure backup tasks complete successfully

## 7. Spam and Marketing/Bulk Email

7.1. Customers will ensure that they will not knowingly utilise their service to send unsolicited email, unsolicited bulk email (spam), or allow others to utilise it for these reasons.

7.2. Customers may not utilise any purchased mailing lists for individual or bulk email sending.

7.3. Net Virtue allows the following for email sending:

a. 500 emails per domain per hour on all shared economy cPanel services;

b. 1000 emails per domain per hour on all shared business cPanel services;

c. 500 emails per domain per hour on all shared reseller cPanel services.

Customers whom attempt to send more than the allowed limits above, will receive an undeliverable message for one hour after the limit has been exceeded. All emails over the limit may be discarded.

7.4. Customers agree that all mailing list applications (including mailman), will have no more than 4,000 individual email addresses per list per domain.

7.5 Customers agree that all commercial emails sent contain appropriate opt-in and opt-out mechanisms and that all emails sent comply with the Australian Spam Act 2003 ([http://www.acma.gov.au/WEB/STANDARD/pc=PC\\_310322](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 relevant legislation.

## 8. Backups

8.1. Net Virtue will take backups of all economy, business and reseller cPanel based services on the following schedule:

- 14 Days differential backup for Economy and Reseller web hosting accounts

- 14 Days of hourly backups for Business web hosting accounts

8.2. The following paths are excluded from all economy/business and reseller cPanel based backups

- /application\_backups/\* (commonly generated from 1 Click Application Installers)
- /backup-\* (manually created cPanel backups)

This is to prevent Net Virtue's systems taking 'backups of backups' and therefore allowing Net Virtue's backup infrastructure to operate at an optimum level. All backups are stored on separate infrastructure for the purpose of disaster recovery. A timestamp of the backups we have of the Customer's cPanel data is located within nvArea.

8.3. Customers are encouraged to maintain a local and off-site backup of their service at all times.

8.4. Customers who utilise a VPS (Virtual Private Server) with a backup add-on will ensure that the space is correctly mounted, formatted and backups are successfully being taken. Net Virtue assumes no responsibility should the configuration of the backup mount change or settings be altered on the VPS.

8.5. Customers who utilise a VPS (Virtual Private Server) or Dedicated Server with R1Soft Backups enabled will ensure that the agent is always started and that the backup task is being run successfully. Net Virtue assumes no responsibility should the configuration of the backup agent or settings be altered on the VPS or Dedicated Server.

8.6. As per the Terms of Service, Net Virtue will not be held liable or responsible for any data loss under any circumstance. It is the Customer's sole responsibility to ensure they have a backup of all data including email, MySQL databases and files.

## 9. Non-compliance and Remedy

9.1. Any Service(s) that are found to be in breach 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. Failure to comply will result in the Service(s) being suspended without additional warning.

9.2. Any Service(s) that are found to be in breach this policy and have caused issues 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 unsuspending 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 unsuspending once the Customer has acknowledged the breach and agreed in writing to remedy the breach, and a \$39.95 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 will not be unsuspending and the Customer will be advised to move the Service(s) to another provider. If the Customer does not respond to this notice, the Service(s) will be automatically terminated in thirty (30) days.

9.5. The Customer will be solely liable for any fees or charges that are paid by Net Virtue to third party providers for the unblocking of any restrictions they have placed due to Service(s) operated by the Customer breaching this policy.

9.6. Customer's shall not be entitled to any refund for any remaining account service period or credit should there be any breaches as described within the Net Virtue Terms of Service or Acceptable Use Policy documents.

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