



Acceptable Use Policy

Intergrid is committed to providing its customers with high quality services and support. Consequently, in order to maintain our level of service to all customers, it is necessary to place some limitations and restrictions upon how services can be used.

This document outlines how you may use your service, as well as what content is prohibited. Furthermore, it outlines the resource limits enforced upon different services.

For the full terms and conditions by which Intergrid renders service to its customers, please refer to the Terms of Service and Customer Relationship Agreement published on our website.

Should you have any questions regarding this Agreement, or any of our other policies, please contact us by emailing hello@intergrid.com.au.

This is a legal document that all customers of Intergrid are required to accept.

Last updated 19 July 2016.

INTERGRID GROUP ACCEPTABLE USE POLICY

1. Definitions

- 1.1 “Customer” refers to the person or organisation purchasing or receiving a product or service from Intergrid Group Pty Ltd.
- 1.2 “Service” or “Services” refers to the products or services ordered from Intergrid including but not limited to web hosting, dedicated servers, cloud and virtual servers, managed services, colocation, IP transit and domain names. The nature of these Services is identified via the Customer’s Client Area.
- 1.3 The “Provider”, “Intergrid” and “Intergrid Group” refers to Intergrid Group Proprietary Limited with ACN 613707690.
- 1.4 The “Client Area” refers to the billing account supplied to the Customer upon registration, accessible at <https://intergrid.com.au/billing/>.

2. Acceptance

- 2.1 The Customer signifies and identifies their acceptance to Intergrid’ terms and policies, including but not limited to this Acceptable Use Policy, upon placing an order for a Service.

3. Unacceptable Content and Material

- 3.1 The Customer may not store, publish or distribute content of the following nature through the Service:
 - a. excessively violent or threatening material;
 - b. harassing content or hate speech;
 - c. defamatory content;
 - d. personal particulars;
 - e. pornography;
 - f. otherwise illegal content under laws applicable to the Provider or Customer;
 - g. content otherwise deemed inappropriate and unacceptable by Intergrid at its sole discretion.

4. Prohibited Use

- 4.1 Services (excluding dedicated servers) may not be used for file storage unrelated to the operation of the Service.
- 4.2 All services, including but not limited to web hosting, dedicated servers and virtual servers may not be used for:
 - a. proxy scripts;
 - b. public image or file hosting scripts;
 - c. IP scanners;
 - d. pirated software, including but not limited to torrents;
 - e. hacker or “blackhat” websites;
 - f. sites promoting or soliciting illegal activities in any jurisdiction;
 - g. IRC scripts or bots;

- h. any other software or files regarded as inappropriate by Intergrid Group.
- 4.3 The Customer accepts that “root”, “superuser”, and “administrator” access to Services is restricted by Intergrid for all products excluding virtual servers and dedicated servers.

5. Excessive Resource Usage

- 5.1 Intergrid shall monitor, audit and enforce resource allocations as pre-purchased by the Customer.
- 5.2 The Customer accepts and acknowledges that any Services advertised with unlimited resources are conditional upon Service compliance to this Acceptable Use Policy.
- 5.3 In the event of excessive resource usage being detected, Intergrid shall provide the customer with a twenty-four (24) hour grace period. During this time, the Customer must either alter their usage patterns or seek a more appropriate service to avoid suspension and/or termination of the Service.

6. Limitations and Restrictions

- 6.1 Intergrid may impose limitations and restrictions over the use of the Services which it supplies to the Customer.
- 6.2 The Customer is forbidden to upload or use malicious files, including viruses or botnets.

7. Malicious Behaviour and Denial of Service Attacks

- 7.1 The Customer agrees to take all reasonable action to prevent the provocation of malicious attacks, including denial of service attacks.
- 7.2 Intergrid will take every reasonable measure to mitigate denial of service attacks, however accepts no responsibility for such.
- 7.3 The Customer accepts and shall cooperate with any mitigation processes relating to malicious attacks targeting their Service. Such mitigation processes include, but are not limited to, temporary traffic re-routing, analysis, scrubbing, null-routing and network throttling.
- 7.4 The Customer agrees to cooperate and render information to any subsequent investigation of an attack. The Customer recognises that denial of service attacks are considered a cybercrime by the Australian Federal Police, and investigations may be escalated by the Provider (at its sole discretion) to law enforcement authorities as necessary.
- 7.5 The Customer acknowledges Intergrid may suspend, terminate or otherwise alter services if malicious attacks cause irreparable or unsustainable network degradation or congestion.
- 7.6 The Customer may be held accountable for any bandwidth usage incurred as a result of malicious attacks, after Intergrid’s best efforts to filter and mitigate, at the Customer’s established overage pricing.

8. Compliance

- 8.1 Any Service found to breach this Acceptable Use Policy may be suspended immediately at the discretion of Intergrid.
- 8.2 For non-critical breaches, Intergrid will endeavour to provide the Customer with notice of suspension, and/or a grace period for a remedy to be applied.
- 8.3 The Customer may be held financially accountable for any bandwidth usage incurred through malicious attacks.

9. Changes & Alterations to Policy

- 9.1 Intergrid may alter this document outlining Acceptable Use at any time. Changes will be made available via the Intergrid website. Changes made shall become effective immediately once revised policies are published.
- 9.2 Should the Customer decline to agree to the revised terms, a cancellation may be requested in accordance with these Terms of Service.
- 9.3 Intergrid agrees that all policies, including these Terms of Service, will be available for both existing and prospective customers via its website.

10. Aggregate Agreement

- 10.1 These terms and conditions represent a formal contractual agreement between Intergrid and the Customer.

11. Governing Non-exclusionary Law

- 11.1 The Customer agrees to act within the bounds of all local, state and federal laws relevant to the Services delivered by Intergrid.
- 11.2 The Customer acknowledges that this document, as well as other terms and policies published by Intergrid, are governed by both federal laws and regulations of Australia, and the laws of New South Wales.