

# acceptable use policy



**PLEASE READ OUR POLICY CAREFULLY.**

**BY ACCESSING OUR NETWORKS AND/OR SERVICES IN ANY WAY YOU AGREE TO ABIDE BY OUR POLICY. IF YOU DO NOT AGREE TO ABIDE TO OUR TERMS AND CONDITIONS YOU MAY NOT USE OUR NETWORK OR SERVICES.**

## **Aim**

This policy is here to protect users of our network and outlines the rules and guidelines for using our network. This document may be referred to in other documents as the "Acceptable Use Policy". By outlining the terms of use and enforcing them all clients should be able to enjoy optimum use of our services.

## **Application**

This policy is applicable to all Axiom Networking Solutions' customers. A breach of any of the terms and conditions of this policy by any Axiom Networking Solutions customer is strictly prohibited and may lead to the suspension or termination of the customer's service, without notice.

## **General Usage**

### **Responsible Usage**

You must take responsibility for your actions on the network and systems you access through Axiom Networking Solutions.

You must comply with rules, regulations and acceptable usage policies that are in force for each system you access. If you act recklessly or irresponsibly or your actions endanger Axiom Networking Solutions' network or systems, your access may be suspended or terminated at any time, without notice.

## **Resource Usage**

Axiom Networking Solutions requires you to act responsibly when consuming resources on Axiom Networking Solutions' network and systems. If you unreasonably consume excess resources on Axiom Networking Solutions' network and systems, your access may be suspended or terminated at any time, without notice.

## **Secure Usage**

Axiom Networking Solutions requires you to take responsibility for maintaining the security of your Axiom Networking Solutions' service. Protection of the security aspects of your service, like accounts and passwords, are your responsibility. Subsequent usage of your service by a third party will result in you being responsible for the charges incurred.

## **Unlawful or Unauthorised Usage**

### **General**

Axiom Networking Solutions' services may only be used for lawful and authorised purposes. Storage, transmission or distribution of any material in violation of Commonwealth or State legislation is prohibited. This includes copyright material, material legally judged as threatening or obscene, or material protected by trade secret.

### **Unauthorised Usage**

Any attempt to access or modify unauthorised computer system information or to interfere with normal system operations, whether on the equipment of Axiom Networking Solutions or any computer system or network that is accessed by our services, may result in the suspension or termination of your access. Unauthorised activities include, but are not limited to, guessing or using passwords other than your own, accessing information that does not have public permission, and accessing any system on which you are not welcome.

Any attempt to disrupt or interfere with users, services or equipment, may result in the termination or suspension of your access. Disruptions include, but are not limited to, distribution of unsolicited advertising or spamming, monopolisation of services, propagation of, or transmission of information or software which contains, computer worms, Trojan horses, viruses or other harmful components, using the network to make unauthorised entry to any other machines accessible via Axiom Networking Solutions, sending harassing or threatening e-mail, and forgery or attempted forgery of e-mail messages.

You will be held liable for, and indemnify Axiom Networking Solutions for, all costs and damages, attributable to your unauthorised activities or disruptions.

## Illegal or Fraudulent Usage

You must not use, or allow any other person to use, the Axiom Networking Solutions' network and systems for any activities of an illegal or fraudulent nature, including any activities prohibited under the *Telecommunications Act 1989 (Cth)* or under other applicable state and/or Commonwealth Laws.

## Copyright

It is your responsibility not to store on an Axiom Networking Solutions' system, transfer or cause to be transferred over the Axiom Networking Solutions' network, reproduce or make available for distribution through the Axiom Networking Solutions' network, any data where the storage, reproduction, transfer, or distribution of, that data is in contravention of the *Copyright Act 1968*.

## Content

Axiom Networking Solutions does not and cannot monitor or control the content and information accessed via Axiom Networking Solutions; Axiom Networking Solutions only provides access. Axiom Networking Solutions shall not be held responsible in any way for the content of the information accessed via Axiom Networking Solutions or offered for public access via Axiom Networking Solutions.

It is you and/or your users and customers' responsibility to avoid whatever is found to be offensive or obscene on any system. You and/or your users and customers must take responsibility for the material placed on Axiom Networking Solutions' network and systems, and the statements made in mediums including, but not limited to, web pages, e-mail, chat or discussion forums.

The user must clearly identify material unsuitable for minors and refrain from contributing prohibited material, including, but not limited to, material deemed obscene under the *Classifications (Publications, Films and Computer Games) Act*. Failure to comply with relevant legislation by you or your users and customers may lead to suspension or termination of your access.

It is the customers responsibility to ensure that they have a backed up copy of their website material should there be a problem encountered with a server. Axiom Networking Solutions takes all measures to ensure that the server content is functional but does not conduct content backup.

## Investigation by Authorities

Axiom Networking Solutions reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the Axiom Networking Solutions network and systems is occurring. Axiom Networking Solutions co-operates fully with Commonwealth and State Police and other bodies investigating unlawful behaviour on or via its network or systems. Axiom Networking Solutions reserves the right to suspend your access if your usage of its network or systems is subject to any investigation.

## Complaints

To report a violation of Axiom Networking Solutions' Acceptable Use Policy, please send details, including any documentation, article or e-mail to [admin@axiom1.net](mailto:admin@axiom1.net)

## General

Axiom Networking Solutions reserves the right to suspend or terminate your service without refund should you or your customers breach, or assist, abet encourage or incite another party to breach, any of the above terms, conditions, rules, regulations or laws.

## Disclaimer of Liability

Axiom Networking Solutions disclaims all liability for, and does not accept any responsibility for, anything that may happen to you or your equipment, or any loss incurred by you through use of Axiom Networking Solutions, the use of any of the services provided by Axiom Networking Solutions, or the suspension or termination of your service by Axiom Networking Solutions.

This disclaimer of liability does not supersede or replace any other obligation expressly provided in any Axiom Networking Solutions' Service Agreement.

#### Domain Use:

1. Axiom Networking Solutions reserves the right to terminate my web hosting at anytime if I or any other appointed person or employee fails to adhere to the Acceptable Use Policy.
2. I am solely responsible for my hosted web site.
3. I agree to comply with the 'Acceptable Use Policy' on Axiom Networking Solutions' and other network systems that I access indirectly or directly.
4. Please note if all fields of this online Application Form are not filled out, your application will not be processed until we have this information.
5. If you want your Registration cancelled, we can do this for you, although there is NO REFUND given.
6. If you want your Hosting cancelled, we need at least 7 working days notice, in writing.
7. When re-registering a domain, it is your responsibility to contact Axiom Networking Solutions if the domain needs to be renewed.

#### Payments:

1. I agree to pay all charges promptly as they are incurred through usage of the hosted site. As we do not offer accounts, payments are required 7 days from the date of invoice provided by Axiom Networking Solutions.
2. Domain Registration and renewals are to paid in advance. Application Forms will not be processed without the Registration Fee being paid. A full refund will be made if the governing body does not approve a domain name.
3. Invoices will be sent via email unless otherwise requested.
4. I understand that I am required to pay for any and all charges by Internal or External collection agencies to overdue monies owed to Axiom Networking Solutions by me.
5. Should payment fall in arrears, Axiom Networking Solutions reserves the right to suspend all Domain Services.