

# LOCALSEARCH ACCEPTABLE USE POLICY

## 1. Definitions

**Spam** means unsolicited commercial electronic messages and is defined and administered in the *Spam Act 2003 (Cth)*.

## 2. Purpose

- (a) The purpose of this document is to explain our expectations and requirements regarding the fair and acceptable use of the Services.
- (b) By using part or all of the Services, you agree to comply with this Acceptable Use Policy.
- (c) We may update this Acceptable Use Policy from time to time. You agree to regularly check our website at [www.localsearch.com.au](http://www.localsearch.com.au) for updates.

## 3. Fair Use Policy

- (a) You agree to the following usage restrictions in relation to all Email Hosting Services offered by us:
  - (i) the total storage limit for the Email Hosting Services (across all 10 mailboxes in total) is 2 gigabytes; and
  - (ii) each individual email sent or received from an email account hosted by us will have an attachment limit of 15 megabytes. Any email above this limit may not be able to be sent or received.
- (b) If your Email Hosting Services reaches the limit set out in section 3(a)(i) you will not be able to send or receive emails.
- (c) In addition to any other data usage restrictions set out in the Order Form, you agree the following usage restrictions in relation to all Website Hosting Services:
  - (i) each website hosted will have a maximum data transfer limit of 500 gigabytes per billing month (including both data uploaded and downloaded from the website); and
  - (ii) unless expressly stated otherwise in the Order Form, your website will have a maximum of 3 gigabytes storage space on our servers.

## 4. Prohibited and restricted content

You must not use, attempt to use, or allow use of, the Services in a way which results, or may result in the placement, sending or involvement of prohibited or restricted content on the internet. Prohibited and restricted content includes:

- (a) content that is, or may reasonably be, classified "RC" or "X18+" by the Australian Government Classification Board (formerly the Office of Film and Literature Classification) based on criteria contained in the *Classification (Publications, Films and Computer Games) Act 1995 (Cth)*, the *Classification*

*Code and the Guidelines for the Classification of Films and computer Games 2005;*

- (b) content that contains pornography or actual, implied or simulated sexual activity;
- (c) content that contains excessive or sexual violence;
- (d) content that contains excessive profanity;
- (e) content that contains detailed instruction in crime;
- (f) content that contains racial or sexist opinions or slurs, or that is likely to incite discrimination, hate or violence towards a person or group because of their race, religion, gender, sexuality or nationality;
- (g) content that contains or relates to material that is, or is reasonably likely to be considered, obscene, defamatory, abusive or offensive;
- (h) content that is likely to be considered unsuitable for minors (without using appropriate and clear warnings);
- (i) content that enables a minor to access material inappropriate for a minor; and
- (j) content that establishes, or attempts to establish, contact with a minor otherwise not known to the you.

#### **4.2 Prohibited business practices and breach of law**

You must not use, attempt to use, or allow use of, the Services in a way which:

- (a) causes a post or transmission of any of the content referred to in section 4;
- (b) facilitates a violation of this Acceptable Use Policy;
- (c) is, or may be considered, misleading or deceptive to third parties (including in online marketing practices);
- (d) involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;
- (e) infringes on a third party's rights or our rights (including Intellectual Property Rights);
- (f) constitutes a misuse or breach of a third party's confidential information or material protected by trade secrets (including making unauthorised transmissions of such material);
- (g) illegally stores, uses or distributes software;
- (h) transmits or engages in threatening, obscene or offensive speech or materials (including advertising, transmitting, storing, posting, displaying or otherwise making available: child pornography, offensive sexual content or materials or any other obscene speech or material);

- (i) is used to engage in electronic stalking or other forms of harassment (including using abusive or aggressive language);
- (j) results in you breaching any obligation, contractual or otherwise, that you owe to any person;
- (k) is used to gain unauthorised access to any computers, information, or communication devices or resources;
- (l) is used to damage, modify or destroy files, data, passwords, devices or resources of us, other users or third parties;
- (m) otherwise results in you or us breaching, or being involved in a breach of:
  - (i) principles of law or equity established by decisions of courts;
  - (ii) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a Government Agency; and
  - (iii) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law.

### **4.3 Spam**

You must not use, attempt to use, or allow use of, the Services to:

- (a) send, or cause or do any act that is involved in the sending of, Spam;
- (b) provide a capability that permits third parties to send Spam; or
- (c) send email to a recipient after the recipient has unsubscribed from the relevant mailing list or has advised otherwise that they do not wish to be on the mailing list.

### **4.4 Malicious and restricted behaviour**

You must not use, attempt to use, or allow use of, the Services in connection with:

- (a) creating, distributing or providing information or data that is designed to provide or allow a form of unauthorised control of any computer, network or data, or otherwise harm, or cause an adverse effect on any computer, network or data (including without limitation: internet viruses, worms, Trojan horses, phishing, kiting, pinging, flooding, mail-bombing, denial of service or distributed denial of services attacks);
- (b) hacking or otherwise accessing a third party's or our servers, systems, networks or data (including through open relay, port probing or packet sniffers) without consent, regardless of whether or not that conduct has any adverse effect;
- (c) running a proxy or proxy-related services;

- (d) running any stand-alone, unattended server-side processes at any point in time on the server, including any and all daemon (for example, IRCD);
- (e) running any gaming servers or services;
- (f) storing of any data not related to the associated website;
- (g) running any form of online file repository using the Services;
- (h) executing any script on the Services that takes more than 60 seconds to complete;
- (i) an act that causes, or is likely to cause, any of the our servers to crash;
- (j) an act that creates, sends or alters (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring, moving or deleting the source of the message or making the message appear as though it has come from a different party to the party that sent it;
- (k) sending electronic chain letters;
- (l) distributing messages to inappropriate or unrelated forums, newsgroups or mailing lists;
- (m) manipulating or bypassing the content usage limits of the Services; or
- (n) undertaking activities that cause or may cause third party service providers to place our internet protocol addresses on a blacklist or block them.