



## ACCEPTABLE USE POLICY

As a provider of Internet access, web site hosting, and other Internet-related services, Discount Domain Name Services offers its customers, and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Discount Domain Name Services respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Discount Domain Name Services reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilising Discount Domain Name Services. This AUP will be revised from time to time. A customer's use of Discount Domain Name Service's services after changes to the AUP are posted on Discount Domain Name Services web site, [www.ddns.com.au](http://www.ddns.com.au), will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When customers obtain information through the Internet, they must keep in mind that Discount Domain Name Services cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that customers may acquire. For this reason, the customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Discount Domain Name Services cannot monitor or censor the Internet, and will not attempt to do so, Discount Domain Name Services cannot accept any responsibility for injury to its customers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When customers disseminate information through the Internet, they also must keep in mind that Discount Domain Name Services does not review, edit, censor, or take responsibility for any information its customers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Discount Domain Name Services network and may reach a large number of people, including both customers and non-customers of Discount Domain Name Services, customers' postings to the Internet may affect other customers and may harm Discount Domain Name Services goodwill, business reputation, and operations. For these reasons, customers violate Discount Domain Name Services Acceptable Use Policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

**Spamming** - Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward Discount Domain Name Services, but also because it can overload Discount Domain Name Services network and disrupt service to Discount Domain Name Services customers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Discount Domain Name Services has the discretion to determine from all of the evidence whether the e-mail recipients were from an "opt-in" e-mail list.



- Intellectual Property Violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by

individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Discount Domain Name Services is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also Discount Domain Name Services policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials - Using Discount Domain Name Services network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Discount Domain Name Services is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Discount Domain Name Services network.

Defamatory or Abusive Language- Using Discount Domain Name Services network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers - Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorised Access to Other Computers or Networks - Accessing illegally or without authorisation computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities - Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP - Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

Export Control Violations - Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups - Discount Domain Name Services reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities - Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities - Engaging in activities, whether lawful or unlawful, that Discount Domain Name Services determines to be harmful to its customers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the customer. Discount Domain Name Services will not, as an ordinary practice, monitor the communications of its customers to ensure that they comply with Discount Domain Name Services Acceptable Use Policy or applicable law. When Discount Domain Name Services becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.



## Discount Domain Name Services

Discount Domain Name Services also is aware that many of its customers are, themselves, providers of Internet services, and that information reaching Discount Domain Name Services facilities from those customers may have originated from a customer of the customer or from another third-party. Discount Domain Name Services does not require its customers who offer Internet services to monitor or censor transmissions or web sites created by customers of its customers. Discount Domain Name Services has the right to directly take action against a customer of a customer. Also, Discount Domain Name Services may take action against the Discount Domain Name Services customer because of activities of a customer of the customer, even though the action may effect other customers of the customer. Similarly, Discount Domain Name Services anticipates that customers who offer Internet services will cooperate with Discount Domain Name Services in any corrective or preventive action that Discount Domain Name Services deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Discount Domain Name Services Acceptable Use Policy.

Discount Domain Name Services also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Discount Domain Name Services urges its customers to assume that all of their on-line communications are insecure. Discount Domain Name Services cannot take any responsibility for the security of information transmitted over Discount Domain Name Services facilities.

Discount Domain Name Services will not intentionally monitor private electronic mail messages sent or received by its customers unless required to do so by law, governmental authority, or when public safety is at stake. Discount Domain Name Services may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Discount Domain Name Services may disclose information, including but not limited to, information concerning a customer, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Discount Domain Name Services assumes no obligation to inform the customer that customer information has been provided and in some cases may be prohibited by law from giving such notice. Finally, Discount Domain Name Services may disclose customer information or information transmitted over its network where necessary to protect Discount Domain Name Services and others from harm, or where such disclosure is necessary to the proper operation of the system.

Discount Domain Name Services expects that its customers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A customer's failure to comply with those laws will violate Discount Domain Name Services Acceptable Use Policy. Finally, Discount Domain Name Services wishes to emphasise that in signing the service agreement, customers indemnify Discount Domain Name Services for any violation of the service agreement, law, or Discount Domain Name Services Acceptable Use Policy, that results in loss to Discount Domain Name Services or the bringing of any claim against Discount Domain Name Services by any third-party. This means that if Discount Domain Name Services is sued because of a customer's or customer of a customer's activity, the customer will pay any damages awarded against Discount Domain Name Services, plus costs and reasonable legal fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Discount Domain Name Services and its customers, as responsible

members of the Internet. Any complaints about a customer's violation of this AUP should be sent to Discount Domain Name Services at the above address.

**DDNS is a AUDA Accredited Registrar**

Discount Domain Name Services

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