

Acceptable Use Policy

1. Acceptable Usage

The Client agrees to abide by the following Acceptable Usage Policy ("AUP"). The Client warrants and undertakes to Zeara that it will not by itself or others:

1.1 use its web site (where the Zeara is providing the hosting service for the web site) for unlawful purposes;

1.1.1 knowingly or recklessly post, link to or transmit, or permit third party users to post, link to or transmit:

1.1.2 any material that is abusive, threatening, harmful, malicious, defamatory, obscene, pornographic, profane or otherwise unlawful;

1.1.3 any material containing a virus or other hostile computer program;

1.1.4 post, link to or transmit any material that constitutes or encourages a criminal offence, gives rise to civil liability or infringes the intellectual property rights of any third parties;

1.1.5 knowingly or recklessly transmit or permit third party users to transmit unsolicited email in breach of Australian Law.

1.2 Zeara may suspend the Client's Service(s) immediately and without notice to the Client in its sole discretion if in the Zeara's opinion the Client has or has knowingly, recklessly or negligently permitted any breach of the Acceptable Usage Policy, or if it receives any complaint that unsolicited email has been transmitted by the Client, or by the Client's agents or customers, or if any material hosted on the Client's web site(s) or server(s) (in respect of which Zeara is providing a hosting service) may be unlawful, harmful or defamatory. Zeara may disclose the Client's name and address to a complaining third party if in our reasonable discretion it is necessary or appropriate to do so, for example if there is evidence of a prima facie case that the Client's web site(s) or server(s) in respect of which the Zeara is providing a hosting service is infringing the rights of a third party.