



Acceptable Use Policy

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1. Introductions

This policy will outline what Hypernex deems to be unacceptable use of services that are provided by Hypernex ("we", "us", "our") to the customer/client ("you", "your").

We will make any adjustments that we see required to this policy from time to time. When amendments to this policy are made, we will notify you of the changes to which you will then be obliged to comply with the amendment of this policy.

Should you not agree to this Acceptable Usage Policy, you must notify us to cancel any and all of your service(s) within a 24 hour period.

This policy applies to the customers/clients and any subsequent user of all services provided by Hypernex.

2. Agreement to Comply

It is condition of contract that all customers agree to comply with this Acceptable Usage Policy. Your decision to purchase service(s) from Hypernex will signify your acceptance of this policy.

3. Our Responsibilities

We will take the measures required to ensure that all customers/clients of our services comply with this agreement.

We reserve the right to monitor you compliance and take action we deem is necessary. We are obliged to act on any complaints from a person or another Hypernex customer and will fully cooperate with law enforcement agencies.

4. Unacceptable Usage

You agree in full to NOT use, or attempt to use your service(s) provided by Hypernex to;

- a. Breach the law;
- b. Be abusive;
- c. Publish, transmit, or store any material (pornography, any form of violence, language that is seen as harassing or hate speech, deformation);
- d. Bulk & SPAM E-Mail, unless otherwise given written permission;
- e. Illegal business practices including;
 - i. misleading or deceptive business practice;
 - ii. misleading marketing, promotions;
 - iii. or pyramid schemes;

5. Excessive Resource Usage

Excessive resource usage is a result of a service overloading and crippling the system of which it is hosted.

This in effect burdens not only the client in question service(s) but in addition to other Hypernex and our Hosting Provider's customers/clients.

If a customer/clients service(s) prove to be requiring excessive resources, we reserve the right to suspend and/or terminate said service(s).

6. Action

It is at the discretion of Hypernex to suspend or terminate a customers access to any or all services provided by Hypernex if found to be in breach of the term outlined within this policy.

Hypernex reserves the right to decide whether any action would constitute an unacceptable use of the service and may take the appropriate action required to suspend or terminate the service.

Hypernex will not at any time automatically assume or allege any unacceptable usage against you unless proven and the situation has been assessed by Hypernex.

Should your service(s) be in breach of the terms of this Policy, Hypernex is obliged to seek legal advice and to report the matter to the relevant government authorities to further investigate. Should the government authority require a copy of data; this will be provided to them without consent of the customer/client.

Hypernex reserves the right to suspend and/or terminate any customer/client services if the circumstances dictate that immediate action is required.

7. Complaints

Should customers and non-customers require making a complaint, it is requested that this be sent to abuse@hypernex.com.au.

All complaints will be kept on record and investigated by Hypernex. We will attempt to resolve the issues to the best we can for the satisfaction of the complainant.

If unsuccessful in resolving any issues, we will advise the complainant to seek further action from government authorities.

Depending on the outcome from both parties, Hypernex reserves the right to make the final decision to either suspend or terminate the service should we see fit.

8. Liabilities and Indemnities

Hypernex will not be held responsible for any loss or benefit at any time due to any fault within our systems. Servers and Computers are merely circuits and power which have the tendency to fail, and/or underperform due to load.

Likewise, should your service be suspended and/or terminated, Hypernex will not be held responsible for any loss or benefit at any time.

Should we be required by any government authority to take down content contained within a customer/clients service we will do so without any notice.