

## Acceptable Use Policy

### 1. DEFINITIONS

“Content” means any and all material, links, words, images including but not limited to any goods and services the subscriber stores or shares through any of our hosting packages.

“Services” means website hosting, reseller hosting, site development or any other products or services available on our website.

“Subscriber” means a subscriber to the Services on this website.

“The website”, “the site” and “our website” means

<http://www.barkingowldesigns.com.au/>

“We”, “our” and “us” means Barking Owl Designs.

“You” and “your” means the Subscriber to our services.

### 2. GENERAL

Barking Owl Designs’ servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited.

By using our Services, you agree to comply with this Policy. You are expected to use the Services with respect, courtesy, and responsibility, giving due regard to the rights of other internet users and any staff or agents and representatives from Barking Owl Designs.

The following are unacceptable uses:

- Unauthorized use or disclosure of private, personally identifiable information, or proprietary information of others;
- Storage, posting, display, transmission, advertising of or otherwise making available child pornography;
- Hosting materials subject to trademark, copyright or other laws protecting any materials or data of others in the absence of a valid license or other right to do so;
- Hosting material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws;
- Hosting or making available adult-oriented sites, pornography and sex-related merchandising, including sites that may infer sexual content of any kind or provide links to adult content elsewhere.
- Providing storage, sale, distribution, hypertext link to, advertisement, promotion or hosting of material that is unlawful, defamatory, obscene, harmful, threatening, harassing, or an intrusion of privacy or publicity rights, or is otherwise objectionable;
- Storage of backup archives, or any data which is not directly related to and accessible through your website hosted through our Services. Any accounts found to be breaching this will be given warning where possible, and if the data is not removed within 48 hours, Barking Owl Designs will remove the infringing data.

This Policy is not designed to be an exhaustive list of permitted and non-permitted uses and practices. You should use your best judgement in all cases and contact us if you are unsure.

### **3. SYSTEM AND NETWORK ABUSE**

A violation of system or network security is prohibited and constitutes a breach of this Policy and the Terms of Use for the Services. Such a violation may also result in criminal and civil liability. Examples of system or network security violations include the following:

Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;

Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting;

Distributing or hosting destructive or harmful content including, without limitation, viruses, Trojan Horses, worms, time bombs, cancel bots or any computer programming routines that may damage or interfere with any system, program, data or personal information;

Any form of hacking or unauthorized access, which includes, without limitation, use probing, or scanning of systems security or authentication measures, data or traffic; Interference with service to any user, host, or network including any form of attempts to overload a system, any form of system attacks, or forgery which can come from any kind of program/script/command or messages of any kind designed to interfere with a user's terminal session, via any means, locally or by Internet;

Any form of interception which includes, without limitation, unauthorized monitoring of data or traffic on any network, server or system without express authorization from the owner;

Any form of avoidance of system restriction; and any form of failure to safeguard accounts which includes, without limitation, Failure to prevent unauthorized access by giving away passwords.

We reserve the right to terminate your Services without notice in accordance with the Termination clause in the Terms of Service for a breach of this Acceptable Use Policy.

#### **4. MISCELLANEOUS**

We may amend our Acceptable Use Policy at any time, and will always make the Policy available on the website at <http://www.barkingowldesigns.com.au/privacy/>.

You need to ensure you review the Terms from time to time.

It is your responsibility to ensure you are familiar with the Acceptable Use Policy and that you contact us if you have doubt or concern about what is and is not acceptable.

You may contact us with any questions about acceptable use by sending us an email at: [admin@barkingowldesigns.com.au](mailto:admin@barkingowldesigns.com.au)