



Acceptable Use Policy

Firefly Interactive (referred to as “Firefly” in this document) is committed to providing superior hosting products and the highest quality of service for our clients.

By using any of Firefly’s Hosting, Virtual Machine, Bulk Email or Hosted Email Services, the Customer agrees to comply with Firefly’s Acceptable Use Policy (“AUP”). This Acceptable Use Policy is provided to give customers a clear understanding of Firefly’s expectations in providing the service, ensuring continuity for all clients. Firefly reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

Your obligation to comply with this Policy also includes your obligation to ensure any person who you allow to use your website or Service also complies with this Policy. Firefly expects that the Customer has an understanding of the Internet’s operation, acting responsibly and within the law. The following summarises unacceptable use of Firefly’s services:

Any illegal activity, including, but not limited to unauthorised distribution or duplication of copyright material, fraud, violation of export restrictions, distribution of prohibited material, or other activities deemed illegal under any applicable law.

1. General Policy

- 1.1. The Customer must not or attempt to use Firefly’s Services, Network or Equipment in a manner which violates:
 - 1.1.1. Any applicable law or regulation, including, but not limited to laws governing unsolicited mail – Spam Act 2003; or
 - 1.1.2. Infringement of copyright, trademarks or other intellectual property, misappropriation of trade secrets and electronic fraud, pornography, obscenity and libel. The Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.
- 1.2. The Customer must not or attempt to use Firefly’s Services, Network, or Equipment in activities leading to interference or service disruption, including but not limited to:
 - 1.2.1. Distribution of unsolicited bulk email, chain letters, harassment, impersonation through falsifying network user or header information; or
 - 1.2.2. The propagation of computer worms and viruses.
- 1.3. The Customer must not or attempt to engage in any activity that:
 - 1.3.1. Disrupts network services to other users of Firefly’s Network, including Denial of Service Attacks (including, but not limited to DNS exploits, mail bombing and network flooding), exploitation of discovered software or hardware vulnerabilities; or
 - 1.3.2. Permits unauthorised access to any of Firefly’s physical or virtual servers or infrastructure.

2. Content Policy

- 2.1. It is your responsibility to;
 - 2.1.1. Manage the functionality and data accessed from your website or service;
 - 2.1.2. Determine what information or content is stored and accessed from your server, website or service;
 - 2.1.3. Manage who has access to your server, website or service;
 - 2.1.4. Take reasonable steps to safeguard that the content or data on your server, website or service complies to any applicable law;



- 2.1.5. Ensure that only authorised personnel have access to administrative rights to your server, website or services;
- 2.1.6. Ensure that your service environment (content, applications, data and configuration) is backed up offsite at all times.
- 2.1.7. Ensure that you have the appropriate rights to use any content you add or upload through the use of any Firefly Services.

3. Privacy Policy

- 3.1. Ensure that you have provided all disclosures required by Law in conjunction with obtaining a Subscriber's ("Contact") Permission to be sent email communication(s). You further represent and warrant that you have not used any false or misleading information, names, email addresses, subject lines, or other information for the purpose of or in connection with obtaining a Subscriber's Permission.
- 3.2. Where a Contact has provided Permission for you to contact them, that Permission may not be transferred to another individual or organization.

4. Security Policy

- 4.1. It is the Customer's responsibility to manage and maintain their own passwords for authorised users and administrators.
- 4.2. It is the Customer's responsibility to protect their passwords from unauthorised users or third parties.
- 4.3. It is the Customer's responsibility to ensure that the website or service is not used to make inappropriate contact with children or minors.

5. Violation of the AUP

- 5.1. If the Customer violates this Acceptable Use Policy, Firefly may at its discretion and depending on the nature of the breach, suspend the supplied Services immediately.
- 5.2. Firefly will endeavour to give the Customer a period of notice to remedy any breach of this Acceptable Use Policy; however, this is solely at Firefly's discretion and in accordance with the law.
- 5.3. Firefly reserves the right to charge the Customer for any costs (including labour, time and materials) incurred by Firefly as a result of the breach.

6. Amendment

- 6.1. Firefly reserves the right to amend this Acceptable Use Policy at any time. Firefly will post the Acceptable Use Policy on its website – www.fi.net.au. The Customer must comply with the amended terms of the agreement.