

ACCEPTABLE USE POLICY

This following document sets forth the Acceptable Use Policy (AUP) for Jake Paternoster ABN: 1267 2425 451 hereby referred to as JCPIT Support.

The last update to this policy was posted on 6 November 2014.

All product or services provided by JCPIT Support may be used for lawful purposes only.

1. Definitions

1.1. The terms **us**, **we** or **our**, refers to JCPIT Support, the owner of the websites and service provider.

1.2. A **Visitor** is someone who merely browses our Websites, but has not registered as a Member.

1.3. A **Customer** is an individual that has registered for a JCPIT Portal Account to use our Products or Services.

1.4. **JCPIT Portal Account** is our online billing, support and management system for our customers found at www.jcpit.com.au

1.5. **Products and Services** represents the collective functionality and features as offered through our Websites to our Customers.

1.6. **cPanel** refers to the hosting service control panel software.

1.7. **Shared Hosting** refers to the "SW" shared cPanel hosting services.

1.8. **Economy Hosting** refers to the "EW" cPanel hosting services.

1.9. **Business Hosting** refers to the "BW" cPanel hosting services.

2. Acceptance

2.1. The use of a customer's JCPIT Portal Account, product or service shows agreement and acceptance of this policy.

2.2. The customer accepts it is their sole responsibility to ensuring all products and services under their account comply with this policy and are responsible for the associated files and applications uploaded or executed.

2.3. The customer agrees to keep all:

- PHP and CGI scripts up to date
- user-names and passwords safe and secure (not using dictionary words or consecutive characters)
- file permissions set correctly

2.4. If you believe your site may be in violation of this policy, please contact us before ordering any products or services so that we may determine if we can host your site.

3. Unlimited Usage

3.1. JCPIT Support offers an "Unlimited" amount of resources for specific options (disk space, bandwidth, add-on or parked domains, databases) on many of its products or services.

3.2. Unlimited means we do not set a specific limit for these resources and customers can use as much as needed, within the acceptable conditions outlined in this policy.

4. Fair Use

4.1. Customers may not:

- Perform tasks that consume resources on a server that can negatively affect other customers hosting experiences.
- Perform any tasks which generates high I/O load
- Consume large amounts of system memory
- Execute any script that takes longer than 180 seconds to complete
- Operate any script that does not close MySQL Connections upon completion
- Run any server-side or stand-alone processes or daemons
- Run cron entries with intervals less than 15 minutes
- Use full URLs instead of local file in any PHP include statements.
- Utilise over 35% per CPU core, per cPanel account.

4.2. CPU limits are strictly enforced by software that monitors resources, any product or service which exceeds this limit will automatically display an error message to visitors until resource usage falls below the assigned limit.

4.3. JCPIT Support reserves the right to determine what is and what isn't acceptable for our servers and may suspend any product or service utilising excessive resources.

5. Unacceptable Content

5.1. Transmission, storage, or presentation of any information, data or material in violation of any country, state or city law is prohibited.

5.2. Prohibited content or material includes:

- Adult content or Pornography of any kind
- Confidential information, violence, harassment or hate speech
- copyright or intellectual property
- IRC scripts, mass ping, egg-drops, bots, brute force software or scripts
- Proxy scripts (or anything enabling anonymous browsing)
- Fraudulent sites, Mail or Spam scripts
- IP spoofing, port scanning, PPC or PTC scripts
- Hacking or Cracking focused sites
- Bit torrent applications, trackers or clients
- Web spiders or indexers
- Pirated software of any kind or warez
- Gambling or investment sites
- File sharing or mirroring sites
- VOIP or gaming services
- Illegal activities or sale of controlled, illegal substances or contraband
- Viruses, trojan horses, udp/tcp flooding, or any destructive scripts.
- Any other purpose JCPIT Support deems unacceptable.

6. Prohibited Use

6.1. Hosting accounts cannot be used for:

- Backup storage
- File sharing services
- Movie storage
- Photo storage
- Software storage
- Copyright, illegal, abusive or offending file storage

- Document or any file archives
- E-mail Data in excess of 5GB total
- File backups (a single cPanel full backup generated from cPanel is accepted)
- etc.

6.2. The following are prohibited to be used in scripts, SSH or any other means without requesting permission (and supplying a valid reason) and approval granted by JCPIT Support.

- rsync
- tracer, traceroute or traceroute6
- ping or pin6
- mtr
- lynx
- ftp

6.3. JCPIT Support reserves the right to:

- Remove any single file that is larger than 1GB in size regardless of the content, with or without notice to the customer.
- Suspend any hosting service if there are more than 250,000 files.
- Clean up a customer's account by removing file which falls under the category of files that cannot be hosted.

7. Backups

7.1. Backups of our hosting servers are generated for disaster recovery purposes.

7.2. Any hosting service that exceeds 2GB for Shared Hosting, 10GB for Economy and Business Hosting will be automatically excluded from all backup routines and rotations.

7.3. A customer can generate manual backups from their cPanel at any time regardless of the hosting product service size.

7.4. A customer is solely responsible for ensuring they have a backup of all data and for maintaining a local or off-site backup of their service data at all times.

7.5. JCPIT Support will not be held liable for data loss under any circumstances.

8. Commercial Advertising and Spam

8.1. Mail sent through PHP or SMTP must not exceed 10 recipients.

- 8.2. Mailing lists are limited to 4,000 individual email addresses per cPanel account.
- 8.3. Mail listing emails must only include opt-in recipients, and have consented to being on the list.
- 8.4. Mail listing emails must contain an opt-out option for recipients.
- 8.5. All emails sent must comply with the [Australian Spam Act 2003](#), the [United States CAN-SPAM Act 2003](#) and any other relevant Spam-related legislation.

9. Outbound E-mails

- 9.1. **Shared Hosting** services are assigned a limit of 100 outbound emails per cPanel account, per hour. A maximum of 9 emails per minute through PHP or SMTP.
- 9.2. **Economy Hosting** services are assigned a limit of 500 outbound emails per domain, per hour through PHP or SMTP.
- 9.3. **Business Hosting** services are assigned a limit of 1,000 outbound emails per domain, per hour through PHP or SMTP.
- 9.4. Any customer attempting to send more than the allowed amount will receive a undeliverable message for up to one (1) hour after the limit has been reached. Emails over the limit will be discarded to reduce spam.

10. Non-Compliance and Remedy

- 10.1. Any breaches to this policy may result in the product or services being suspended until a customer makes changes to comply with this policy.
- 10.2. A product or service will only be unsuspending once the customer has acknowledged and informed JCPIT in writing of the actions they will complete to remedy the breach and show compliance to this policy.

11. Repeat Violations

- 11.1. We have a three strike rule in regards to this policy.
- 11.2. A second failure to comply with this policy may result in a \$50 unsuspension fee.
- 11.3. A third violation will result in the termination of your account and we ask that you move your product or service to a new provider immediately. We will provide the customer with a backup archive of their files if available.
- 11.4. The customer will be solely responsible for any fees or charges that are paid by JCPIT Support to third parties for the unblocking of any restrictions they have placed due to breaches to this policy.

12. Disclaimer

12.1. JCPIT Support intends to provide the best possible hosting service to each of our customers and use the latest technologies and solutions to make the product or service provided the best possible.

12.2. JCPIT Support does its utmost to prevent any system downtime, crashes or data loss but cannot be held liable for any that may happen on the servers.