

# ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") sets forth the principles that govern the use of services provided by Acquaint Pty Ltd trading as Web Set Go ("Web Set Go").

WEB SET GO RESERVES THE RIGHT TO REVISE THE ACCEPTABLE USE POLICY AT ANY TIME AND SHALL PLACE SUCH REVISED POLICY ON ITS WEBSITE AT LEAST SEVEN (7) CALENDAR DAYS BEFORE IT BECOMES EFFECTIVE. CUSTOMER'S CONTINUED USE OF WEB SET GO'S SERVICE(S) SHALL CONSTITUTE CONTINUED ACCEPTANCE OF THIS ACCEPTABLE USE POLICY.

## Prohibited Uses:

- A. Customer agrees to comply with all applicable local, state, national and international laws and regulations regarding use of all services delivered by Web Set Go. The following are prohibited uses of the Web Set Go Services:
1. Using, transmission, distribution, uploading, posting, publishing or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, material kept in violation of state or federal laws or industry regulations such as identification numbers or credit card numbers, and material that is obscene, defamatory, libellous, unlawful, harassing, abusive, threatening, harmful, vulgar, constitutes an illegal threat, violates export control laws, hate propaganda, fraudulent material or fraudulent activity, invasive of privacy or publicity rights, profane, indecent or otherwise objectionable material of any kind or nature. Customer may not transmit, distribute, or store material that contains a virus, "Trojan Horse," adware or spyware, malware, corrupted data, or any software or information to promote or utilize software or any of Web Set Go services to deliver unsolicited e-mail. Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, gives rise to civil liability, or otherwise violates any applicable local, state, national or international law or regulation.
  2. Sending any form of unsolicited bulk email ("spam") through Web Set Go's servers is prohibited. Likewise, the sending of spam from another service provider advertising a website, email address or utilising any resource hosted on Web Set Go's servers, is prohibited. Web Set Go accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another service provider where those messages violate this AUP or that of the other provider.
  3. Using Web Set Go's services to transmit bulk email including email marketing. The sending of any form of bulk email through Web Set Go's servers is prohibited.
  4. Advertising, transmitting, or otherwise making available or using any software, program, product, or service that is designed to violate this AUP, which includes, but is not limited to, the facilitation of the means to send spam, initiation of pingging, flooding, mail-bombing, denial of service attacks.
  5. Collecting email, phone, physical or mailing information without adequate disclosure and consent of the owner and in accordance with federal, state or local anti-spam laws and guidelines.
  6. Forwarding internet users to any website that, if such website were hosted by Web Set Go, would violate the provisions of this AUP.
  7. Unauthorised attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
  8. Accessing or attempt to access or bypass any prohibited, restricted, or protected network, program, software, or data.

9. Decompiling, disassembling, reverse engineering, or otherwise attempting to discover source code of any programs, software, or data on the services.
  10. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
  11. Engaging in any activities that do or are designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other customer, regardless of the network.
  12. Use of any technique that try to deceive, bypass, or manipulate the proper function of online search facilities, also known as “black hat”, conduct. This conduct includes but is not limited to; hiding text and links, keyword stuffing, selling links, page framing, use of illegal redirects, pagejacking, doorway pages, link farming, and inconsistent backlinking.
  13. Using Web Set Go’s services in a manner that interferes with the use or enjoyment of the services by other customers or authorized users. This shall include excessive use of services which impair the fair use of other Web Set Go customers.
  14. Using Web Set Go’s services as online backup or storage, or mirroring mass downloads.
  15. Using prohibited or disallowed software, systems, networks, plugins, or modules at the discretion of Web Set Go. Failing to remove the prohibited software when requested.
  16. Using Web Set Go’s services to store private information when the information is not required for the functionality of the service.
  17. Impersonating any person or entity, including, but not limited to, a Web Set Go employee, or falsely stating or otherwise misrepresenting Customer’s affiliation with a person or entity.
  18. Using Web Set Go’s services for the operation of nuclear facilities, air traffic control or life support systems, where the use or failure of the services could lead to death, personal injury, or environmental damage.
  19. Sharing usernames or allowing multiple users to access a restricted area using the same username including billing portals, helpdesks, hosting, platform, or website access.
- B. Customer acknowledges and agrees that Web Set Go does not intend use of Web Set Go’s services to create obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and makes no representations that the services satisfy HIPAA requirements. If Customer is (or becomes) a Covered Entity or Business Associate, as those terms are defined in HIPAA, Customer will not use the services for any purpose or in any manner involving Protected Health Information, as that term is defined in HIPAA, unless Customer has received prior written consent to such use from Web Set Go.
- C. Customer acknowledges and agrees that it is a violation of this AUP for its services to cause an interruption or degradation of, interference with, or disproportionate burden on the operations of Web Set Go’s Platform or the services of other customers, regardless of whether such interruption, degradation, interference or burden is the result of Customer’s actions or those of a third party over which the Customer has no control.
- D. Customer is solely responsible for the content it uploads to its website in connection with the services provided by Web Set Go. Web Set Go does not review or screen the content in its Customer’s websites and does not assume any obligation to monitor such content. However, Customer agrees that Web Set Go may review all hosted websites or other content in responding to a third-party complaint or for any other reason.
- E. Customer may access and use Web Set Go’s services for lawful purposes only. Customer is solely responsible for the knowledge and adherence to any and all laws, statutes, rules and regulations pertaining to use of the services offered by Web Set Go. Customer agrees that it will not (i) use the services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local state, Federal or international law or regulation; (ii) upload or otherwise transmit

any content that Customer does not have a right to transmit under any law or contractual or fiduciary duty; (iii) interfere or infringe with any trademark or proprietary rights of any other party; (iv) interfere with the ability of other users to access or use Web Set Go's services; (v) claim a relationship with or to speak for any individual, business, association, institution or other organization for which Customer is not authorized to claim such a relationship; (vi) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; or (vii) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes any portion of the services.

- F. Customer represents and warrants that no federal, state or local authority prohibits or materially limits Web Set Go from transacting business with Customer or providing services to Customer or its agents, representatives, affiliates or related entities. If, at any time, a federal, state or local authority prohibits or materially limits the transaction of business or Web Set Go's provision of services to Customer or its agents, representatives, affiliates or related entities, such prohibition or restriction shall be a violation of this AUP and a material breach of the Terms of Service Agreement.

## Violations:

If Web Set Go determines in its sole discretion that Customer's conduct violates the terms of AUP, Web Set Go may suspend, restrict, terminate, delete content, or take any other appropriate action with regard to the services, without any obligation to refund fees paid. Web Set Go reserves the right to take such actions without notice to Customer. Customer understands that Web Set Go reserves the right to conclude that Customer's conduct is in violation of the standards set forth in this AUP. Customer agrees that Web Set Go, in responding to a third-party complaint, reserves the right in its sole discretion to suspend or terminate the services subject to this AUP without notice and with no obligation to refund fees paid. Customer also understands and agrees that by providing Customer services, Web Set Go in no way endorses Customer's website or deems the website content to be suitable under the terms of this AUP.

Customer agrees that Web Set Go shall under no circumstances be held liable on account of any action Web Set Go takes, in good faith, to restrict transmission of material that it or any user of the services considers to be fraudulent, obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected.