

Hosting Acceptable Use Policy

Updated: March 2024

This Hosting Acceptable Use Policy ("AUP") sets out the terms under which hosting services provided by Blake Mark Productions Ltd ("we", "us", "our") may be used. This AUP forms part of our Website Hosting Terms and Conditions and applies to all hosting services provided by us.

By using our hosting services, you ("Customer") agree to comply with this AUP.

1. Lawful use

- 1.1. Hosting services may be used only for lawful purposes and in accordance with all applicable local, national, and international laws and regulations.
- 1.2. You must not use, or permit others to use, the hosting services in any way that is unlawful, fraudulent, dishonest, deceptive, or that has an unlawful or fraudulent purpose or effect.
- 1.3. You must not use the hosting services in any manner inconsistent with our Website Hosting Terms and Conditions, this AUP, the Hosting Service Level Agreement, or any reasonable instructions provided by us from time to time.

2. Prohibited activities and content

- 2.1. You must not host, transmit, distribute, or make available any content or activity that infringes the intellectual property rights of any person.
- 2.2. You must not use the hosting services for fraud, phishing, impersonation, misrepresentation, or any activity intended to obtain personal data, authentication credentials, or financial information unlawfully.
- 2.3. You must not use the hosting services to promote, facilitate, or engage in any illegal activity.
- 2.4. You must not host or distribute content that is defamatory, obscene, offensive, discriminatory, threatening, abusive, invasive of privacy, or otherwise unlawful.
- 2.5. You must not use the hosting services in any way intended to harm, attempt to harm, or exploit minors or any other person.
- 2.6. You must not use the hosting services in any manner intended to harm, disrupt, interfere with, or negatively impact our network, systems, infrastructure, operations, business, or reputation, or that of any other person or entity.

- 2.7. You must not attempt to gain unauthorised access to any computers, systems, networks, accounts, or data, nor attempt to bypass authentication, security, or access controls.

3. Malware, spam, and abusive behaviour

- 3.1. You must not upload, transmit, or distribute any material that contains viruses, malware, ransomware, spyware, trojans, worms, or any other harmful or malicious code.
- 3.2. You must not use the hosting services to send, facilitate, or procure the sending of unsolicited bulk communications, spam, or unauthorised marketing messages, nor maintain or operate an open SMTP relay.
- 3.3. You must not simulate communications from us or from any other service or entity in order to collect identity information, authentication credentials, or other sensitive data.

4. Resource usage and service limitations

- 4.1. Shared hosting services are intended to be used solely for website hosting purposes.
- 4.2. Hosting services must not be used as bulk file storage, backup or archival storage, media streaming services, or for the distribution of large collections of files or media to multiple users.
- 4.3. Hosting services must not be used for cryptocurrency mining or other resource-intensive computational activities.
- 4.4. Hosting services must not be used to host personal cloud storage platforms or office applications, including OwnCloud, NextCloud, or similar services.
- 4.5. Where resource usage grows abnormally or adversely affects system stability or other customers, we reserve the right to restrict usage, impose limits, or require a service upgrade.
- 4.6. Backup or archive files stored on shared hosting services may be removed where they exceed reasonable usage levels or where backups are retained for longer than seven (7) days.

5. Reselling and third-party use

- 5.1. You must not resell hosting services or provide hosting services to third parties unless you are subscribed to an approved reseller hosting plan.
- 5.2. You must not use our hosting platform to provide free hosting services to third parties where such use encourages spam, abuse, or misuse of the platform.

6. Communication and content standards

- 6.1. All data, information, and communications hosted on or transmitted via the hosting services must conform to appropriate standards of accuracy, decency, and lawfulness.
- 6.2. You warrant that all content is submitted lawfully, with all necessary rights and consents, and does not infringe the rights of any third party.
- 6.3. You warrant that content is free from known viruses or malicious code at the time it enters our systems and is not misleading, deceptive, defamatory, abusive, or likely to cause offence, embarrassment, or harm.
- 6.4. Compliance with this section shall be determined by us acting reasonably.

7. Enforcement suspension, and termination

- 7.1. Failure to comply with this AUP constitutes a material breach of the terms on which hosting services are provided.
- 7.2. Where we reasonably believe a breach has occurred or is likely to occur, we may take such action as we reasonably consider appropriate, including issuing warnings, requesting removal or modification of content, restricting services, requiring upgrades, suspending or terminating hosting services, or removing or disabling access to hosted material.
- 7.3. We may suspend hosting services immediately where necessary to protect our systems, other customers, legal compliance, or platform integrity.
- 7.4. We may report relevant activity to law enforcement or regulatory authorities where required or appropriate.
- 7.5. We shall not be liable for any loss or damage arising from actions taken in response to a breach of this AUP.

8. Relationship to other terms

- 8.1. This AUP supplements and forms part of our Website Hosting Terms and Conditions.

8.2. In the event of any conflict, the Website Hosting Terms and Conditions shall prevail.

9. Changes to this policy

- 9.1. We may revise this Hosting Acceptable Use Policy at any time by amending this page.
- 9.2. You are expected to check this policy from time to time, as continued use of our hosting services constitutes acceptance of the current version.