

Mars Digital

Acceptable Use Policy

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This Acceptable Use Policy (AUP) document, including the following list of Prohibited Activities, is an integral part of your Service Agreement with us (Mars Digital). If you engage in any of the activities prohibited by this AUP document, we (Mars Digital) may suspend or terminate your account.

Our (Mars Digital) Acceptable Use Policy (the "Policy") for our Services is designed to help protect us, our customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by us. We reserve the right to modify the Policy at any time, effective upon posting at <https://marsdigital.co.nz/aup>.

Prohibited Uses of Our Systems and Services

1. Transmission, distribution 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, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through our servers is prohibited. Likewise, the sending of UBE from another service provider advertising a website, email address or utilising any resource hosted on our servers, is prohibited. Our accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.
4. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org.

5. Unauthorised attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").

6. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

7. Unauthorised access, alteration, destruction, or any attempt thereof, of any information of any of our customers or end-users by any means or device.

8. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronised number sequence attacks) to any other user whether on our network or on another provider's network.

9. Using our Services to interfere with the use of our network by other customers or authorised users.

Limitations on Services Provided by Us

In addition to any other requirements of this AUP or the Terms and Conditions, the Service may only be used in a manner that is consistent with its purpose. We will determine whether this is the case at our sole discretion.

In order to ensure that our Service's operate as smoothly as possible, there are limitations on their use. These include, but are not limited to the following:

Mail Services

a) Maximum Message Size for a Single Message: 20Mb in accordance with the mailbox size the maximum size of a single message is 20Mb. You will be able to receive a message up to 20Mb provided you have adequate space in your mailbox.

b) Maximum Email Mailbox Size: 20 Mb - The maximum size of your mailbox will be set to 20Mb (20 Megabytes).

c) Email Message Lifetime: 30 Days - In order to maintain the performance of our mail server, our service standards and guarantee new mail can be received, mail left on the server for more than 30 days may be deleted from the server.

Web Hosting Services

a) Website Traffic Allowance: unlimited.

b) Server Disk Usage Allowance: varies depending on the selected service. Additional disk usage will be charged at the rate of \$1 per 10Mb (10 Megabytes) per month or as otherwise advised.

c) Warning Message for Server Disk Usage Allowance: at 80% of traffic allowance. An e-mail warning message will be sent to your registered contact email address if the total server disk usage of your account exceeds 80% of the server disk usage allowance.

d) System Resources: You acknowledge that the Service is provided using an environment where multiple users share a finite pool of servers and you agree not to engage in any activity that could overwhelm the servers with heavy CPU, memory or network usage that requires a disproportionate amount of the resources of our servers.

e) Dynamic Server-Side Scripts and Executables: It is your responsibility to ensure that any cgi-scripts, executable files or dynamic scripts, written by you and uploaded to our servers are written and configured in a secure and reliable manner. All responsibility for support and maintenance of these scripts lies with you unless stated otherwise in the terms of the Service provided. We may from time to time and without notice make upgrades to the software and hardware running on our Servers. It is your responsibility to ensure scripts still work as expected after these upgrades.

Additional Obligations

1. It is your responsibility to comply with any instructions or requests made by us with regard to the hosting of your website, or your domain name or any other service in a timely fashion.

2. Bulk email must provide recipients with an easy and effective mechanism for removal from bulk email lists. Senders of bulk email must take effective steps to confirm that the actual owner of each email address on a list has agreed to receive bulk mailings from the sender before sending email to that list. Purchasing lists of email addresses from 3rd parties for mailing to from any of our services, or referencing any of our accounts, is prohibited. The utilisation of our servers SMTP services for the use of sending bulk emails is expressly prohibited unless otherwise agreed in writing.

3. You are responsible for protecting your passwords and for any authorised or unauthorised use of our systems and/or networks. All actions resulting from your passwords being compromised will remain your sole responsibility. Should any dispute arise between you (or any other person) and the authorised/nominated holders of the passwords concerning the disclosure or use of such passwords, you agree that you (or such other person) will not involve us in such dispute, and we will refuse any request by you (or such other person) to disclose the passwords or for the issue of replacements passwords except with the written consent of the authorised/nominated person(s). Pending resolution of such dispute, in our sole and absolute discretion, we may suspend or cancel the use of the passwords, and, in that event, clause 8(i), (iv) & (vi) of our terms of trade located at <https://marsdigital.co.nz/tot> shall apply.

4. You are responsible for all the content or information residing on, obtained or transmitted via the Service. You must provide appropriate protection to prevent minors (persons under 18 years of age) from accessing any unsuitable material published via any Service. You must ensure there is no content that could be considered threatening, obscene, indecent, defamatory, threatening or that otherwise could adversely affect any individual, group or entity.

Your Responsibility for Your Users

You are responsible for the activities of your users and by accepting service from us, you agree to ensure that your customers/representatives and end-users abide by this Policy. Complaints about your customers/representatives or end-users will be forwarded to your registered contact email address where possible. If you violate our Acceptable Use Policy (AUP), we reserve the right to terminate your services or take action to stop you from violating our AUP as we deem appropriate, without notice.