Acceptable Use Policy

Wombat Servers is committed to providing its customers with high quality services and support. Consequently, in order to maintain our level of service to all customers, it is necessary to place some limitations and restrictions upon how services can be used.

This document outlines how you may use your service, as well as what content is prohibited. Furthermore, it outlines the resource limits enforced upon different services.

For the full terms and conditions by which Wombat Servers renders service to its customers, please refer to the Terms of Service and Customer Relationship Agreement published on our website.

Should you have any questions regarding this Agreement, or any of our other policies, please contact us by emailing hello@wombatservers.com.

This is a legal document that all customers of Wombat Servers are required to accept.

Last updated 21 February 2019.

WOMBAT SERVERS
ACCEPTABLE USE POLICY

1. Definitions

1.1 "Customer" refers to the person or organisation purchasing or receiving a product or service from Wombat Servers.

1.2 "Service" or "Services" refers to the products or services ordered from Wombat Servers, including but not limited to game servers, web hosting, domain names and dedicated servers. The nature of these Services is identified via the Customer's Client Area.

1.3 The "Provider" and "Wombat Servers" refers to Site Arrow Inc.

1.4 The "Client Area" refers to the billing account supplied to the Customer upon registration, accessible at https://wombatservers.com/billing/.

2. Acceptance

2.1 The Customer signifies and identifies their acceptance to Wombat Servers' terms and policies, including but not limited to this Acceptable Use Policy, upon placing an order for a Service.

3. Unacceptable Content and Material

3.1 The Customer may not store, publish or distribute content of the following nature through the Service;

> a. excessively violent or threatening material;
> b. harassing content or hate speech;
> c. defamatory content;
> d. personal particulars;
> e. pornography;
> f. otherwise illegal content under laws applicable to the Provider or Customer;
> g. content otherwise deemed inappropriate and unacceptable by Wombat Servers at its sole discretion.

4. Prohibited Use

4.1 Services (excluding dedicated servers) may not be used for file storage unrelated to the operation of the Service.

4.2 All services, including but not limited to web hosting, dedicated servers and game hosting may not be used for;

> a. proxy scripts;
> b. public image or file hosting scripts;
> c. IP scanners;
> d. pirated software, including but not limited to torrents;
> e. banking and investment websites;
> f. hacker or "blackhat" websites;
> g. sites promoting or soliciting illegal activities in any jurisdiction;
> h. IRC scripts or bots;
> i. any other software or files regarded as inappropriate by Wombat Servers.

4.3 The Customer accepts that "root", "superuser", and "administrator" access to core infrastructure is restricted by Wombat Servers for all products excluding virtual servers and dedicated servers.

5. Excessive Resource Usage

5.1 Wombat Servers shall offer unlimited bandwidth and disk space.

5.2 The Customer accepts and acknowledges that such unlimited resources in 5.1 ar conditional upon Service compliance to this Acceptable Use Policy.

5.3 The Customer agrees that CPU and RAM resource limits are set and enforced by Wombat Servers, and compliance may be audited at any time.

5.4 Wombat Servers agrees to make resource usage, including CPU and RAM usage, readily available to the Customer.

5.5 In the event of excessive resource usage being detected, Wombat Servers shall provide the customer with a twenty-four (24) hour grace period. During this time, the Customer must either alter their usage patterns or seek a more appropriate service to avoid suspension and/or termination of the Service.

6. Limitations and Restrictions

6.1 Wombat Servers may impose limitations and restrictions over the use of the Services which it supplies to the Customer.

6.2 The Customer is forbidden to alter the maximum player limit (slots), or memory limit. Such variables may be altered automatically by purchasing an upgrade from Wombat Servers.

6.3 The Customer is forbidden to upload or use malicious files, including viruses or botnets.

6.4 For Garry's Mod services, the Customer is prohibited from installing and/or running the "PERP" gamemode.

6.5 The Customer is prohibited from reselling their Service, including but not limited to reselling as a whole service, or reselling as a part-product.

6.6 For TeamSpeak, the Customer agrees that increasing the slot limit beyond that purchased from Wombat Servers, by any means, may incur an overage charge at the full retail rate applicable at the time of the incident.

7. Malicious Behaviour and Denial of Service Attacks

7.1 The Customer agrees to take all reasonable action to prevent the provocation of malicious attacks, including denial of service attacks.

7.2 The Customer agrees that attacks targeting their Services will be treated with the upmost severity.

7.3 The Customer accepts responsibility for any and all attacks targeting their Services.

7.4 Wombat Servers will take every reasonable measure to mitigate denial of service attacks, however accepts no responsibility for such.

7.5 The Customer accepts and shall cooperate with any mitigation processes relating to malicious attacks targeting their Service. Such mitigation processes include, but are not limited to, temporary traffic re-routing, null-routing and network throttling.

7.6 The Customer agrees to cooperate and render information to any subsequent investigation of an attack. The Customer recognises that denial of service attacks are considered a cybercrime, and investigations may be escalated by the Provider (at its sole discretion) to law enforcement authorities as necessary.

7.7 The Customer acknowledges Wombat Servers' "three strike policy" for DDoS attacks. If a single Service or Customer is the target of three (3) attacks of a size deemed to be a network risk by the Provider, the Service may be suspended or terminated at the sole discretion of Wombat Servers.

8. Compliance

8.1 Any Service found to breach this Acceptable Use Policy may be suspended immediately at the discretion of Wombat Servers.

8.2 For non-critical breaches, Wombat Servers will endeavour to provide the Customer with notice of suspension, and/or a grace period for a remedy to be applied.

8.3 The Customer may be held financially accountable for any bandwidth usage incurred through malicious attacks.

9. Changes & Alterations to Policy

9.1 Wombat Servers may alter this document outlining Acceptable Use at any time. Changes will be made available via the Wombat Servers website. Changes made shall become effective immediately once revised policies are published.

9.2 Should the Customer decline to agree to the revised terms, a cancellation may be requested in accordance with these Terms of Service.

9.3 Wombat Servers agrees that all policies, including these Terms of Service, will be available for both existing and prospective customers via its website.

10. Aggregate Agreement

10.1 These terms and conditions represent a formal contractual agreement between Wombat Servers and the Customer.

11. Governing Non-exclusionary Law

11.1 The Customer agrees to act within the bounds of all local, state and federal laws relevant to the Services delivered by Wombat Servers.

11.2 The Customer acknowledges that this document, as well as other terms and policies published by Wombat Servers, are governed by the laws and regulations of Belize.