



Acceptable Use Policy

Version: 1.4

Definitions

In this policy:

Label means a string of characters used to form part of a domain name.

Registry means the systems used to record, store and maintain details of domain names in the TLD.

Service means the services that we provide in relation to the TLD.

TLD means Top Level Domain and for the purpose of this policy means .monash.

We, us and **our** means Monash University ABN 12 377 614 012 or designated representatives.

You and **your** means any person or entity receiving or accessing the Service.

Purpose

The purpose of this policy is to describe the acceptable use of the TLD, our Service to you, and what action may be taken by us in the event of unacceptable use.

We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.

Jurisdiction

This policy is governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this policy.



Policy Statement

Our goal is to ensure the security, stability and fair use of the TLD and our Service for all Internet users.

We will take all reasonable actions to:

- protect the security and stability of the Service;
- comply with any applicable laws, government rules or requirements, dispute resolution processes, or valid requests of law enforcement agencies that apply to us;
- avoid any liability, civil or criminal, on our part, as well as our affiliates, related entities and subsidiaries, including officers, directors, and employees of such; and
- correct mistakes made by us or any authorised user in connection with the use of the Service.

Detection of behaviour that contravenes this Acceptable Use Policy

Behaviour that contravenes this Acceptable Use Policy may be detected in a number of ways, including but not limited to:

- on-going monitoring activities; or
- third party notifications submitted to us from either, the general public, law enforcement, government agencies, regulatory bodies, and industry partners.

Your obligations when using the Service

As a user of our Service, you agree that you will not use, and you will not permit others to use, the Service we provide:

- in way that causes actual and substantial harm, or is a material enabler of such harm;
- in a way that is illegal or illegitimate, or is otherwise considered contrary to the intention and design of the purpose of the TLD
- for any unlawful, invasive, infringing, defamatory, fraudulent or unreasonably offensive purpose;
- inconsistent with any applicable laws, or to engage in, promote or encourage illegal activity;
- in violation of the legal rights of others, or to encourage such violation;
- in contravention of any guidelines, requirements or policies that may be issued by us from time to time including our policies located at <http://www.nic.monash/>;
- to distribute any virus, worm, corrupted file, harmful computer code, or other items of a destructive or deceptive nature;
- to modify, affect, disable or circumvent any aspect of the Services or the use of the Services;
- to generate, distribute, or facilitate unsolicited mass email, promotions, advertisements or other solicitations or spam;
- for the purposes of phishing, wilful distribution of malware, fast flux hosting, botnet command and control, distributing pornography, or to gain illegal access to other computers or networks;
- to disrupt the Service or any third party that may use the Service;
- to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; or



- to facilitate any of the above.

We provide the Registry Service in relation to the TLD. No other party may create domain names at any level in the TLD, for the purpose of sale, licensing, sub-letting or leasing of the domain name. The Registrant of a domain name, as recorded in the Registry Service, will be responsible for:

- the use of their domain name;
- any domain names that may be created at a level subordinate to that domain name; and
- compliance with this policy and any of our other policies.

Actions we may take

Should we in our sole discretion, determine that you have failed to comply with any provision of this Acceptable Use Policy, you acknowledge that we may:

- restrict, suspend or terminate your access to the Service;
- where your use of the Service is in relation to your registration of a domain name, suspend or cancel the domain name;
- where required to do so, report such failure to comply, to any law enforcement, government or quasi-governmental agencies, or regulatory bodies; and
- subject to our Privacy Policy, notify industry information sharing and monitoring groups.

We reserve the right take any action on any domain name or transaction that we deem necessary, in our sole discretion:

- to protect the integrity and stability of the Service;
- to comply with our obligations to ICANN;
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
- to avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
- to ensure compliance with the Published Policies;
- to stop or prevent any violations of any terms and conditions of the Customer Registration Agreement;
- for the non-payment to us of any fee; or
- to correct mistakes made by us or any Registrar or any of our service providers in connection with an application for a domain name, or a domain name.

Any action that we may make in relation to this Acceptable use Policy:

- may be taken with or without notification to you; and
- is in addition to any other rights that we may have in law.

We are not required to give reasons for action taken as per above but may do so from time to time where we deem it appropriate at our absolute discretion.