



Acceptable Use Policy

Customers' use of the Services provided by Gravity Data Services, LLC ("**Gravity Data**"), at all times, will comply with Gravity Data's then and now-current Acceptable Use Policy ("**AUP**") as amended by Gravity Data, at its discretion, and communicated in writing to Customers from time to time, which is also available through Customers' sales or support representative at Gravity Data or the Gravity Data website.

For the purpose of this document, the term "**Customer**" includes any user(s) of the services provided to Gravity Data's customer by Gravity Data.

This AUP is designed to assist in protecting the Service, our Customers, and the Internet community from improper and/or illegal activity. Customers must behave in a reasonable fashion, to adhere to commonly accepted practices and adhere to all applicable laws - including local, state, federal and international.

Contact Gravity Data at abuse@GravityData.io should Customers have any questions regarding this policy.

Customers Responsibilities

All Customers must abide by the following actions, and be prepared for and ready to respond to notifications of a violation of this AUP.

- Customers shall identify for themselves and to Gravity Data their own representative for the purposes of receiving communications regarding possible violations of this AUP.
- Customers shall respond to Gravity Data and any third party complainant and address Gravity Data's and complainant's concerns directly. Gravity Data will not act as intermediary between Customers and a third party complainant.
- Customers will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of this AUP.
- Customers will provide an outline of the action(s) taken to correct and eliminate any similar violations of this AUP.
- Customers will include a valid contact method for the responsible organization in their communication to Gravity Data and the complainant (a valid and monitored email address, URL and/or phone number are acceptable).
- When Gravity Data has forwarded a complaint to Customers from a third-party complainant, Customers will include Gravity Data in their response to that third party for our records.

Glossary of violations

- **Illegal Activity**
Customers agree to use Service(s) only for lawful purposes. Use of Service(s) for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable, any tariff or treaty) is prohibited. This includes, without any limitations, the use or transmission of data or material protected by copyright, trademark, trade secret, patent, or other intellectual property without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful. In those instances, involving child pornography, Gravity Data complies with all applicable Federal or State laws including providing notice to the National Center for the Missing and Exploited Children or other designated agencies. In addition, the Providers shall have the right to immediately eject from the data center any persons found engaging in any such activity or in possession of firearms, alcohol or illegal drugs (as defined by Local, State and Federal laws and as defined in the additional policies section of this AUP).
- **Spamming/Mailbombing/UCE**
Customers may not use the Services to transmit unsolicited commercial e-mail messages or deliberately send excessively large volumes of email or attachments to any one or multiple recipients. Any unsolicited commercial e-mail messages or a series of unsolicited commercial e-mail messages or large attachments sent to any one or multiple recipients constitutes



Unsolicited Commercial E-mail “UCE” and is prohibited. In addition, “spamming” or “mailbombing” is also prohibited. Use of the service of another provider to send UCE, spam or mailbombs, to promote a site hosted on or connected to the network provided by Gravity Data, is prohibited. Additionally, Customers may not use the Services to collect responses from mass unsolicited e-mail messages.

- **E-Mail Relay**

Any use of another parties’ electronic mail server to relay e-mail without express permission from such other party is prohibited.

- **Spoofing/Fraud**

Customers may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the Customers for purposes of deception. Any attempt to impersonate someone else by altering source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify a Customers identity in connection with use of the Service is prohibited.

- **DOS Attacks**

Customers found to be the originator of Denial of Service (DOS/DDoS) attacks, or any attack on a network that is designed to hinder the proper functioning of that network, is strictly prohibited.

- **Viruses or Worms**

Customers that are identified as infected by a virus or worm that is negatively affecting the network will be immediately notified and expected to take immediate remediation measures to rectify the situation. Inattention or untimely response and remediation will be deemed a violation of this Acceptable Use policy.

- **Excessive Use**

A Customer’s excessive bandwidth usage that Gravity Data determines, in its sole discretion, either places an unusually large burden on the network or exceeds expected usage and/or a Customer’s excessive use of I/O that Gravity Data determines, in its sole discretion, places an unusually large burden on the storage nodes or exceeds expected usage.

Additional Prohibited Activities: Without limiting any of the foregoing, the following activities are prohibited by all Customers, and Customer agrees not to do any of the following:

- Posting, transmission, re-transmission, or storing material on or through any of the services, if in the sole judgment of Gravity Data such posting, transmission, re-transmission or storage is: (a) in violation of any law (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations); (b) threatening or abusive; (c) obscene; (d) indecent; or (e) defamatory.
- Installation or distribution of pirated or other software products that are not appropriately licensed for use.
- Deceptive marketing practices.
- Actions that restrict or inhibit anyone in his or her use or enjoyment of Gravity Data’s or the owner of the data center’s products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
- Introduction of malicious programs into the Gravity Data network or servers (e.g., viruses, trojan horses and worms).
- Causing or attempting to cause security breaches or disruptions of Internet communications.
- Executing any form of network monitoring that will intercept data not intended for the customer.
- Circumventing user authentication or security of any host, network or account.
- Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user’s terminal session.
- Harassment, whether through language, frequency, or size of messages.
- Unauthorized use or forging of mail header information.
- Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses and exemptions. Attempting to intercept, redirect, or otherwise interfere with communications intended for others.



- Any other inappropriate activity or abuse of the Service(s) (as determined by Gravity Data in its' sole discretion), whether or not specifically listed in this AUP, may also result in suspension or termination of the Customer's access to and use of the Service.

RESPONSE TO CUSTOMERS VIOLATIONS

- Gravity Data will, when reasonable and not otherwise prohibited by law, notify Customers of complaints received by Gravity Data or violations discovered by Gravity Data regarding each incident of alleged violation of this AUP by Customers or third parties that have gained access to the Service through Customers. Gravity Data's commitment to Customers is that it will, when reasonable and not otherwise prohibited by law, make a good faith effort to resolve any conflict with the Customers before revoking the use of our network resources.
- Gravity Data may identify to a complainant that Customers, or a third party that gained access to the Service through Customers, is investigating the complaint and may also provide the complainant with the necessary information to contact Customers directly to resolve the complaint.
- Gravity Data reserves the right to either revoke or modify a Customers use of our network resources if Gravity Data determines, in its sole discretion, that the network resources are being misused or abused.
- Gravity Data reserves the right to charge a Customer, and Customers agree to pay at Gravity Data's current hourly rate, for our time and effort in addressing excessive complaints (over 10 per month per Customer).

NOTE: Gravity Data cannot absolutely determine in advance what its response to an AUP violation may be, and thus Gravity Data reserves the ability to use its own discretion when determining the appropriate actions that it should take when reprimanding, terminating, suspending or taking other adverse actions against a Customers for a violation of this policy. No failure or delay in exercising or enforcing this AUP shall constitute a waiver of the policy or of any other right or remedy. If any provision of this AUP is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

Gravity Data may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.

Additional Policies to Consider

In addition to the policies discussed herein, Customers are also governed and bound by the policies of our technology partners. Please see the following links for additional terms to which Customers must agree to observe as part of this AUP:

[Hurricane Electric](#)

[Equinix](#)

[Veeam](#)

[VMware](#)

[Palo Alto Networks](#)