



## ACCEPTABLE USE POLICY ///

V.1.2016

This Acceptable Use Policy (AUP) details acceptable use of Cavalry Services provided to Customers and their End Users. By using the Services, Customer agrees to comply with the restrictions on user conduct as set forth in the AUP and, in the event of a failure to comply, Customer agrees to be subject to the penalties listed herein. It shall be Customer's sole responsibility to ensure that the information it and its users transmit via Cavalry's network and Service complies with all applicable laws and regulations and the Acceptable Use Policy.

Customers are solely responsible for the content and messages that they email, post, distribute or otherwise make available using Cavalry's network and/or Service.

### PROHIBITED ACTIVITIES

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It is contrary to Cavalry policy for any of its customers to effect or participate in any of the activities listed below (whether actual or attempted and whether directly or indirectly) through Cavalry data centers. Each of the below practices (each, a "Prohibited Activity") constitutes abuse of Cavalry's Data Center, Service and network. The following practices are prohibited:

- » Posting, linking to, uploading or sending messages content which: (i)
- » Posting or sending messages, articles, or other content to a List which are off-topic according to the charter or other owner-published FAQs or descriptions of the List;
- » Sending unsolicited commercial messages or communications in any form (SPAM);
- » Falsifying user or other Service related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to Cavalry or its customers, or engaging in any activities or actions intended to withhold or cloak Customer's or its End Users identity or contact information;
- » Engaging in any activity that: violates a law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights); threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorization); attempts to use Cavalry Service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage; otherwise degrades or interferes with other users' use of a service; breaches a third party non-disclosure agreement or obligation, or violates generally accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorized system penetrations.
- » Engaging in any of the activities listed above by using another provider's service, but channeling the activity through a Cavalry service.

ANY INDIRECT OR ATTEMPTED VIOLATION OF THIS POLICY BY OR ON BEHALF OF A CUSTOMER OR A CUSTOMER'S END USER, AND ANY ACTUAL OR ATTEMPTED VIOLATION BY A THIRD PARTY ON BEHALF OF A CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED A VIOLATION OF THE POLICY BY SUCH CUSTOMER OR CUSTOMER'S END USER.

WESTERN REGION OFFICE  
6400 S FIDDLERS GREEN CIR  
SUITE #1980  
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CENTRAL REGION OFFICE  
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KATY, TX 77449 – USA



## RIGHTS AND REMEDIES

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Cavalry may suspend and/or terminate a Customer's Service at any time for any material failure of Customer, its representatives or its users to comply with this policy or for engaging (or permitting others to engage) in a Prohibited Activity as determined by Cavalry, in its reasonable discretion. Cavalry may deny all traffic from known IP address blocks that support indiscriminate port scanning programs, or other unlawful activity, for the purpose of preserving Customer's system and network resources. Cavalry reserves the right to implement technical mechanisms to prevent a Prohibited Activity. In addition, Cavalry reserves the right to charge the Customer administrative costs associated with the Prohibited Activities of the Customer including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them Service, in an amount equal to Cavalry's actual expenses incurred in preventing or responding to such activity. Nothing in this Acceptable Use Policy limits Cavalry's rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

## PASSWORD PROTECTION

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Users are responsible for protecting their password and for any authorized or unauthorized use made of their password. Customer will not use or permit anyone to use Cavalry's data center, Cavalry Technology, or Service to guess passwords or access other systems or networks without written authorization. In the event a network or network device becomes compromised, Cavalry will assist in the tracking and/or expulsion of said offender on the network level to the extent Cavalry finds reasonable, at its sole and absolute discretion.

## ACCESS TO CAVALRY DATA CENTERS

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Customer and its representatives shall not allow any unauthorized persons to have access to or enter Cavalry data centers or other Cavalry facilities unless accompanied at all times by Customer or an authorized Cavalry representative. The Customer and its representatives may only access that portion of the Data Center or facility made available by Cavalry to the Customer for the placement of the Customer's equipment and other customer areas (test bench, bathrooms, and break area), unless otherwise approved and accompanied by an authorized Cavalry representative.

## USE OF CAVALRY DATA CENTERS

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**Conduct at the Cavalry Data Center:** For Customers accessing Cavalry data centers or other facilities, the Customer and its representatives agree to adhere to and abide by all security and safety measures established by Cavalry. Customer and its representatives shall not do or participate in any of the following:

- » Misuse or abuse any Cavalry property or equipment or any third party property or equipment;
- » Make any unauthorized use of or interfere with any property or equipment of another Cavalry customer;
- » Harass any individual, including Cavalry staff and other Cavalry customers or their representatives;
- » Engage in any activity that is in violation of the law or aids or assists any unlawful activity while on Cavalry premises.

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## PROHIBITED ITEMS

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For Customers accessing Cavalry data centers, the Customer and its representatives shall keep their respective space clean, free and clear of debris and refuse. Customer shall not, except as otherwise agreed to in writing by Cavalry, (1) store any paper products or other combustible materials of any kind in the customer area (other than equipment manuals); and (2) bring any Prohibited Materials (as defined below) into the Data Center. "Prohibited Materials" shall include, but not be limited to, the following and any similar items:

- » food and drink;
- » tobacco products;
- » explosives and weapons;
- » hazardous materials;
- » alcohol, illegal drugs and other intoxicants;
- » electro-magnetic devices which could unreasonably interfere with computer and telecommunications equipment;
- » radioactive materials.

## EQUIPMENT AND CONNECTIONS

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Customer's equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements.

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