



## ACCEPTABLE USE POLICY

NOVOSERVE and CLIENT have executed a Service Agreement (the “Agreement”). Parties acknowledge that the Agreement’s terms and conditions govern this Acceptable Use Policy (“AUP”). This AUP is designed to provide a clear understanding of the rules, regulations, and restrictions in the use of NOVOSERVE’s Services.

NOVOSERVE reserves the right to unilaterally amend the conditions stated in the Acceptable Use Policy (“AUP”).

### 1. USE OF NOVOSERVE SERVICES

1.1 CLIENT agrees to use NOVOSERVE's Services only for lawful purposes.

1.2 Specific activities that are prohibited include, but are not limited to:

- Threatening harm to individuals or property or otherwise harassing behavior;
- Terrorism;
- Store or distribute material protected by intellectual property rights or any other copyrighted, trademarked, and other proprietary material without proper consent;
- Store or distribute of material protected by industrial property rights without proper authorization (including the manufacture or use or distribution of counterfeit, pirated or illegal software or other product);
- Fraudulently representing products or services;
- (D)DoS attacks;
- Store or distribute certain other types of material. Examples of prohibited material include, but are not limited to, software containing viruses and tools to compromise the security of or penetrate a computer system or IT infrastructure component (including, but not limited to, port scanning/knocking, hacking, and phishing);
- Spamming;
- Store or distribute zoophilia, child pornography, child erotica;
- Facilitating, aiding, or encouraging any of the abovementioned activities.

1.3 Additional activities are prohibited that appear in other sections of this AUP, including Article 2 (System Security).

1.4 NOVOSERVE reserves the right to investigate suspected violations of this AUP. When NOVOSERVE becomes aware of such activities, NOVOSERVE may initiate an inquiry that may include collecting information from CLIENT involved and the complaining party.

1.5 During an inquiry, NOVOSERVE may (temporarily) prevent access to CLIENT's equipment involved at the router and/or switch level. If NOVOSERVE believes, in its sole discretion, that a violation of this AUP has occurred, it may take responsive action. Such action may include but is not limited to (partially) suspending Services or terminating Services, as referred to in Article 8 of the TOS.

1.6 NOVOSERVE, in its sole discretion, will determine what action it will take in response to a violation on a case-by-case basis. Violations of this AUP could also subject CLIENT to criminal liability.

1.7 NOVOSERVE employees may ask for the login and a password in case of a suspected violation by CLIENT. CLIENT is obliged to cooperate.

- 1.8 CLIENT receives a login and a password when the account or Service is activated. CLIENT is responsible for changing its passwords periodically.
- 1.9 When entering the Data Center, CLIENT must uphold its facility rules & regulations. These are made available on-premises.

## **2. SYSTEM SECURITY**

- 2.1 CLIENT is prohibited from using NOVOSERVE's Services to compromise the security or tamper with system resources on equipment in NOVOSERVE's network or at any other site. The use or distribution of software/tools designed for compromising security is prohibited. Examples of these tools include but are not limited to password cracking software/tools or network probing software/tools.
- 2.2 NOVOSERVE reserves the right to release the CLIENTS' contact information involved in violations of system security to system administrators at other sites to assist them in resolving security incidents. NOVOSERVE will also fully cooperate with law enforcement authorities in investigating suspected offenders.

## **3. EMAIL USE**

- 3.1 NOVOSERVE will investigate email complaints and may, in its sole discretion, take action as described below. If an email message is found to violate one of the policies described below, or to contain unlawful material, as described above, NOVOSERVE may take action as described above.
- 3.2 CLIENT may not send emails in any way that may be unlawful. CLIENT must avoid sending further emails to a user after receiving a request to stop that activity.
- 3.3 Unsolicited advertising mailings, whether commercial or informative, are strictly prohibited. CLIENT may send advertising material only to addresses that have specifically requested that material. Opt-Out mailings are prohibited.
- 3.4 CLIENT may not send, propagate, or reply to email bombs.
- 3.5 Violations of NOVOSERVE's AUP outlined in this document can sometimes result in massive numbers of email responses. If a CLIENT receives so much email that NOVOSERVE resources are affected, NOVOSERVE staff may block access to CLIENT's equipment at the router and/or switch level.

## **4. ABUSE COMPLIANCE POLICY**

### **4.1 ABUSE HANDLING PROCEDURE**

- 4.1.1 CLIENT shall adopt and apply an abuse handling procedure compliant with NOVOSERVE's AUP, with the law that applies to the Agreement.
- 4.1.2 CLIENT will log each abuse notification received from NOVOSERVE and CLIENT's follow-up and actions taken to such complaint.
- 4.1.3 CLIENT will ensure the availability of properly trained personnel to ensure that CLIENT or CLIENT's end-users comply with the AUP.
- 4.1.4 When NOVOSERVE is notified by a third-party of a (suspected) violation by CLIENT and/or CLIENT's end-user of the AUP and/or applicable law, NOVOSERVE shall notify CLIENT by way of an email.
- 4.1.5 CLIENT shall, within the response period defined in NOVOSERVE's notification, take corrective action to resolve the violation and, within that period, inform NOVOSERVE of the action taken by CLIENT.
- 4.1.6 NOVOSERVE may provide CLIENT the option to file a counter-notice (by email) to dispute the alleged violation. NOVOSERVE shall review the counter-notice and may, in its sole discretion, decide to reject CLIENT's counter-notice and require CLIENT to take immediate corrective action.
- 4.1.7 In the event CLIENT cannot comply with the abuse handling procedure, NOVOSERVE may, in its sole discretion, decide to discontinue immediately - including (temporarily) disabling - the Services related to an abuse notification.

## 4.2 REPEAT INFRINGEMENT

- 4.2.1 CLIENT should make reasonable efforts to discover repeated efforts by its end-users to store or distribute materials that violate the AUP.
- 4.2.2 CLIENT shall immediately discontinue the service's availability to its end-user if such end-user is discovered to be a repeated violator of the AUP.

## 5. INVESTIGATION POLICY

- 5.1 NOVOSERVE reserves the right to initiate an inquiry based on violations of the AUP, (potential) security threats and risks, or upon request of (law enforcement) authorities.
- 5.2 NOVOSERVE may collect information from or about CLIENT and/or gather information from the complaining party, referred to in NOVOSERVE's Privacy Statement. CLIENT is obliged to cooperate with such an inquiry.
- 5.3 NOVOSERVE will, in its sole discretion, investigate complaints regarding inappropriate material on web pages using NOVOSERVE's Services, requiring NOVOSERVE to take actions as described above.

## 6. TERMINATION

- 6.1 If NOVOSERVE terminates CLIENT's services during the initial or renewed Term due to a violation of the AUP by CLIENT, CLIENT shall pay to NOVOSERVE, as liquidated damages and not as a penalty, an amount equal to the sum of 100% (one hundred percent) of the total amount of Service Charges that would have become due during the period from the effective termination date to the expiration date of the Initial or Renewed Term ("Termination Charge").
- 6.2 CLIENT shall pay the Termination Charge to NOVOSERVE within five (5) business days of the termination date. CLIENT's payment of the Termination Charge shall not prevent or limit NOVOSERVE from pursuing any and all other available remedies against CLIENT.
- 6.3 If NOVOSERVE terminates CLIENT's Services during the initial or renewed Term, due to a violation of the AUP by CLIENT, CLIENT is not eligible for a refund whatsoever in a situation in which CLIENT paid a Service Charge for that specific terminated Service.

## 7. CONTACT NOVOSERVE

To ensure that the mutual commitment will result in a sustainable relationship, NOVOSERVE will do its utmost to be as transparent as possible. Contact NOVOSERVE should any questions arise after reading this document. NOVOSERVE's address is: NovoServe B.V., Gildenbroederslaan 1, 7005 BM, Doetinchem, the Netherlands. Email: [sales@novoserve.com](mailto:sales@novoserve.com). Telephone: +31 (0) 88 668 62 53. To learn more about NOVOSERVE, please visit <https://www.novoserve.com/>.