

PRIVACY, MODERATION OF USE AND ACCEPTABLE USE POLICIES

1. **Privacy Policy.**

1.1 **Privacy.** Granite is committed to respecting each Customer's privacy. Once Customer chooses to provide personally identifiable information, if any, it will only be used in the context of Customer's business relationship with Granite.

1.2 **Personally Identifiable Information.** The types of personally identifiable information collected include, but are not limited to, name, username, contact and billing information and/or transaction and credit card information. Data collected online may also be combined with information provided during ownership registration of Granite products and services. In order to tailor subsequent communications and continuously improve products and services, Granite may ask Customer to voluntarily provide information regarding Customer's business interests, demographics, product experience and contact information. Granite strives to keep Customer's personally identifiable information accurate. Every effort is made to provide Customer with online access to Customer's registration data so that Customer may update or correct Customer's information at any time. Granite is committed to ensuring the security of Customer's information. To prevent unauthorized access, maintain data accuracy and ensure the appropriate use of such information, appropriate procedures are in place to safeguard and secure the information collected. Granite uses encryption when collecting or transferring sensitive data such as credit card information.

1.3 **Use of Information.** Granite will not sell, rent, or lease Customer's personally identifiable information to others. Unless required by applicable law, Granite will only share Customer's personally identifiable information with business partners who are acting on Granite's behalf to complete Services requested by Customer. Such business partners are governed by Granite's privacy policy with respect to the use of this personally identifiable information. Unless required by applicable law, should a person or entity not governed by Granite's privacy policy require Customer's personally identifiable information, Customer's permission will be obtained before releasing any personally identifiable information. If Customer chooses to share such personally identifiable information, the use of that personally identifiable information will be governed by such person or entity's respective privacy policy. Granite uses Customer's information to better understand Customer's needs and continuously improve the level of service provided. Specifically, Customer's information is used to help complete a transaction, to communicate back to Customer, to update Customer on services and benefits, and to personalize Granite's website.

1.4 **Storage of Information.** As part of Services, Granite may store and process Customer's personal information, including but not limited to data, texts and/or voicemails in encrypted form at location(s) in the United States. This information will be stored at a secure location(s) with limited access by designated employees; it will be password protected; it will not be provided to third parties without your consent; it will be deleted at your request; and it will be provided to law enforcement officials if required in accordance with the laws of the United States. Customer's personal information will be protected to the same degree as required by Canadian law, if applicable. Customer agrees to the storage and processing of its data in the United States.

2. **Moderation of Use Policy.** The use of any Services that cause a disruption in the network integrity of Granite's and/or its Providers' networks and systems, whether directly or indirectly, is strictly prohibited. This may include, but is not limited to, IRC servers, adult-content servers, bots, webpages hosted on any Granite servers (if applicable), servers connected to a Granite provided circuit or shared networks.

3. **Acceptable Use Policy ("AUP").** Customer agrees that it shall not use Services in any illegal, fraudulent, improper, inappropriate and/or unauthorized manner, including, but not limited to (provided, the following is not exhaustive and is provided solely as guidance to Customer), the following: Customer shall (a) comply with all applicable laws, regulations and rulings regarding the use of Services; (b) comply with the General Terms of Service and any applicable Additional Terms of Service; (c) not infringe on the intellectual property rights of any person or entity; (d) not violate the privacy of others; and/or (e) not otherwise violate this AUP. Customer is ultimately responsible for any and all activity that originates from Customer's use of Services regardless of Customer's knowledge of such activity, this includes, but is not limited to, activity by any of Customer's end users, employees, friends, guests, invitees, licensees, customers, agents and/or any third party. Granite does not accept any responsibility for injury to Customer or any of its end users, employees, friends, guests, invitees, licensees, customers, agents and/or any third party that results in inaccurate, unsuitable, offensive, illegal and/or unlawful communications. This also

applies to security breaches of Customer's own systems by third parties who launch attacks from Customer's system(s). It is absolutely imperative that Customer takes proper precautions to ensure the security of their systems if connected to Services. Customer is liable and accountable for any activity originating from Customer's use of Services provided by Granite and that are deemed to be in violation of this AUP.

4. Remedies; Risk of Loss.

4.1 Remedies. In the event of any activity which could be considered deliberately or otherwise abusive or in violation of the Moderation of Use Policy or AUP, Granite reserves the right to modify, suspend and/or terminate Customer's account and/or any Services, immediately without advance notice. Granite reserves the right, at its sole and absolute discretion, to make a determination of what constitutes a violation and/or abuse of the Moderation of Use Policy or AUP and Customer agrees that Granite's determination is final and binding on Customer.

4.2 Risk of Loss. Customer, and not Granite, shall bear the risk of loss arising from unauthorized or fraudulent use of Services, except to the extent that all of the following apply: (a) Customer notified Granite of the problem; (b) the problem was solely within Granite's control; and (c) Granite negligently or willfully failed to correct or prevent such problem.

4.3 Notice. Granite vigorously pursues all instances of abuse. If Customer feels it has been attacked or spammed, please notify Granite and appropriate action can be taken.

Dated and effective as of September 7, 2016.