

MODERATION OF USE AND ACCEPTABLE USE POLICIES

1. **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.

2. **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.

3. **Remedies; Risk of Loss.**

3.1 **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.

3.2 **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.

3.3 **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 June 22, 2023.