



## ACCEPTABLE USE POLICY

This Acceptable Use Policy (“Policy”) is an integral part of your agreement with Renovo regarding your use of all Renovo Services, and is a part of and hereby included in Renovo’s General Terms of Service as published from time to time at [www.RenovoData.com/legal](http://www.RenovoData.com/legal). All capitalized terms used but not defined herein have the same meaning as defined in the General Terms of Service. In the case of any inconsistency in the Policy and the General Terms of Service, this Policy shall apply only as to the specific instance of such inconsistency.

Upon placing an order (either online, by telephone or by receipt of payment by post mail) for our Services and/or upon first use of our Services, you become a “Customer” of Renovo and a “User” of our Services. Upon becoming a Customer or User, without further action on your or our part, you expressly acknowledge, agree to, and are hereby legally bound by this Policy and the terms and conditions contained herein, and any future amendments and additions hereto published from time to time at [www.RenovoData.com/legal](http://www.RenovoData.com/legal).

The prohibited activities set forth herein are a non-exclusive list of Customer actions prohibited by Renovo. Renovo reserves the right to modify this Policy at any time, effective upon posting at [www.RenovoData.com/legal](http://www.RenovoData.com/legal).

### **IF YOU ENGAGE IN ANY OF THE ACTIVITIES PROHIBITED HEREIN RENOVO RESERVES THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT IMMEDIATELY AND WITHOUT REFUND**

#### **PROHIBITED USES OF RENOVO SYSTEMS AND SERVICES**

##### ***Generally.***

No Customer may, nor assist or cause any other party to, use Renovo or its Services to use, copy, transmit, distribute or store any Customer Data in violation of any applicable law or regulation, including without limitation, copyright, trademark, trade secret or other intellectual property laws, without proper authorization, or that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

##### ***Specifically.***

*Spam.* All Customers are prohibited from sending any form of electronic message anywhere on the Internet, i.e. whether or not through Renovo or our Services if (A) the recipient’s personal identity and context are irrelevant because the message is equally applicable to many other potential recipients; and (B) the recipient has not verifiably granted deliberate, explicit, and still-revocable permission for it to be sent (“Spam”). Customers are also prohibited from engaging in any form of spamming activity (e.g. mail spam, Usenet spam, pop-up spam, selling/buying spam ware, etc.).

Customers are prohibited from sending Spam from another service provider advertising a web site, email address or utilizing any resource hosted by Renovo. Renovo accounts or Services may not be used to solicit customers from, or collect replies to messages sent from, another Internet Service Provider (“ISP”) if such messages violate this Policy or policies of the other ISP.



*Using Unconfirmed Mailing Lists.* Customers are prohibited from subscribing any email mailing list without the express and verifiable permission of the email address owners. All mailing lists run by Renovo Customers must have a "Confirmed Opt-in" from each email address owner. Customer must keep all opt-in confirmation messages received from each address owner on file for the duration of its use of any such mailing list.

Customers are also prohibited from purchasing lists of email addresses from third-parties for mailing to or from any Renovo-hosted domain, or referencing any Renovo account or operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org/rokso](http://www.spamhaus.org/rokso).

*Illegal Activities.* Customers are prohibited from using Renovo or its Services to obtain, attempt to obtain, engage in, or otherwise take action in furtherance of:

- Pornography and other illegal Adult Material
- Drug dealing
- Piracy/Pirating
- Illegal arms trafficking
- Violation of copyright law
- Illegal gambling/Lottery sites
- Stalking, intimidating, threatening or otherwise harassing or causing distress to any third-party
- Accessing any account or computer system without authorization ("cracking") and/or viewing, copying, or creating data through unauthorized means ("hacking")
- Defrauding any person or company
- Sending messages or having content that is indecent or with intent to annoy, abuse, threaten, or harass another person
- Threatening bodily harm or damage
- Violating U.S. and International Export restrictions
- Interfering with or disrupting Renovo, the Services or servers or networks connected to the Services
- Causing nuisance, annoyance, and inconvenience or actions that could interfere with or negatively affect other Customers from fully using or enjoying the Services
- Disobeying any requirements, procedures, policies or regulations of networks connected to the Services
- Obtaining any Service by any means or device with intent to avoid payment
- Unauthorized access, alteration, destruction of any information of any Renovo Customers or end-users by any means or device
- Activities knowingly designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the Renovo network or on another ISP's network
- Causing interference with the use of the Services or Renovo network by other Customers or authorized users
- Assisting any third-party to do any of the above



## THE FOLLOWING APPLIES TO SHARED HOSTING CUSTOMERS ONLY

### ***Non-Acceptable Uses For Shared Hosting Customers.***

If Customer receives Shared Hosting Services, the following are not acceptable uses of Renovo's shared servers. Shared Hosting Customers are prohibited from:

- Running programs in the background on a Renovo shared server without prior written authorization
- Running chat rooms
- Having Internet Relay Chat (IRC) or IRC Bots, more than 1000 emails a day and the like
- Having usage of fifteen percent (15%) or greater of our system resources
- Having a domain that exceeds ten gigabytes of bandwidth in a short span
- Using scripts or other utilities to direct pointed domain names to subdirectories.

## BREACHES TERMINATION OF ACCOUNTS

### ***Renovo Actions Upon Breach.***

Upon Renovo's discovery of any breach of this Policy by a Customer, whether planned or actually conducted, Renovo may ***at its option and with no notice or prior warning to Customer:***

- Alert Customer of the breach and allow Customer an opportunity to cure within a 12-hour period after discovery OR
- Immediately suspend Customer's account and provision of all Services during Renovo's investigation of the breach OR
- Immediately and permanently terminate Customer's account and the provision of all Services AND/OR
- Seize of all of Customer's on-premises equipment and Customer Data AND/OR
- Report illegal activities to any and all regulatory, administrative, and/or governmental authorities.

Renovo may take any or all of the above actions and the exercise of one of its remedies shall not preclude Renovo's ability exercise any other remedies or pursue any other relief. **Any deletion of Customer's Data pursuant to the above is immediate and irrevocable.**

### ***No Refund Upon Breach.***

Any suspension or termination of Services due to a breach of this Policy will result in Customer forfeiting all funds and other amounts paid to Renovo prior to the breach. Additionally, if a Customer's Dedicated Server is disabled, all regular annual fees will apply to such server and will be due and payable within 24 hours of deactivation.

### ***Reimbursement By Customer.***

Customer shall pay to Renovo the amount of \$500 per incident or spam, as applicable. Customer agrees that such \$500 is a reasonable amount to reimburse Renovo for its reputation damage and amounts expended in connection with Customer's breach. Renovo will refer the matter to a



collection agency if such \$500 is not paid to Renovo within 24 hours of Customer's notification of the breach by Renovo.

***Indemnification By Customer.***

Customer agrees to further indemnify and hold Renovo harmless from any and all additional amounts resulting from any third-party claim related to Customer's breach of this Policy.

***Installed Equipment and IP Addresses.***

Customer acknowledges and agrees to be subject to the laws applicable in the territory where Dedicated Server equipment is installed. Renovo has the right to suspend Services if Customer uses such equipment for an activity prohibited by the laws or regulation governing the physical location of the equipment provided by Renovo. Customer also agrees that the same right applies on IP addresses and the Customer acknowledges Renovo's right to suspend an IP address if it is used for a prohibited activity at the place of registration of the IP address. In the event of such use, Renovo may suspend all IP addresses of the Customer registered in the same location.

**REVIEW OF CUSTOMER DATA**

Renovo does not actively monitor or review our Customer's Customer Data on Dedicated Servers. A Customer's Data will only be reviewed upon complaint by verified third parties. Renovo or subcontractors of Renovo may review such Customer Data. Customer Data determined by Renovo to be in compliance shall remain on the server.

**We reserve the right to refuse, terminate or suspend our Services in our sole discretion. All Customers of Renovo must adhere to this Acceptable Use Policy. Failure to follow this Acceptable Use Policy will be grounds for immediate account termination without refund. Renovo reserves all rights to contact the proper authorities should it discover that a Customer is using Renovo or its Services illegally.**

**ALL DECISIONS REGARDING CONTENT SHALL BE MADE BY RENOVO  
IN ITS SOLE DISCRETION.**

If you have any question regarding this Acceptable Use Policy please feel free to contact Renovo at [www.RenovoData.com/contact](http://www.RenovoData.com/contact), email us: [info@renovodata.com](mailto:info@renovodata.com), or call: 404-846-6044, option 2.