

Acceptable Use Policy (AUP)

All users of the Numonix web-based service (**Service**) must comply with this Acceptable Use Policy (**AUP**). This AUP is part of our Subscription Services Agreement (**SSA**). Your use or continuation of the Service constitutes your acceptance of this AUP. It is your responsibility, and contractual obligation, to ensure that your affiliates, agents, and/or customers (**End Users**) comply with this AUP.

- You expressly understand that the evolving nature of the Internet and online commerce makes it necessary for us to reserve the right to make changes to this AUP at any time and without notice, but which will only apply on a prospective basis.
- This AUP may not represent all possible ways in which you or an End User engage in unacceptable behavior.
- Numonix encourages prospective customers to carefully review sections of this AUP covering Recording, Intellectual Property Violations, and Security.
- A thorough review of those sections and the entire AUP may help avoid creating issues under it that will cause Numonix to take action, up to, and including, termination of a customer's account.
- Services we provide may be subject to other acceptable use policies.
- Numonix will provide these acceptable use policies to you on request.

1. Scope and Purpose


Numonix does not review, edit, censor, or take responsibility for any information customers or End Users may create or store.

2. Contacting us about Abuse and Requests for Information about Customers and End Users

- Individuals who contact Numonix about this AUP, the behavior of our customers, or for other purposes, are required to provide us with accurate information to enable us to contact them and respond to their requests.
 - Numonix does not respond to anonymous correspondence.

E-mail addresses used to contact Numonix are set out here dataprotection@numonix.cloud

- Please note that Numonix has created special addresses for certain types of complaints.
- Complaints misdirected by a Customer or End User may not be responded to by Numonix.
- Complaints submitted to Numonix are not confidential and may be forwarded to Numonix's Customer or law enforcement, without notice.
- Numonix does not recognize requests that complaints be kept confidential and will not honor those requests.
- Some abuse complaints may not receive a reply depending on the volume of abuse complaints about that particular issue.

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- Numonix may disclose information, including information that Customers or End Users consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request, which appears to be valid.
 - Numonix may also disclose such information when it is necessary for us to protect our business, or others, from harm.
 - Numonix assumes no obligation to inform Customers or End Users that Numonix has provided this type of information unless Numonix has affirmatively agreed to do so. In some cases, Numonix may be prohibited by law from giving such notice.

3. The Services may be used for lawful purposes only

Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, this AUP, or our SSA, is prohibited. You may not use the Service to directly facilitate the violation of any law or regulation, including, but not limited to:

- forging, misrepresenting, omitting or deleting message headers, return mailing information, and/or internet protocol addresses, to conceal or misidentify the origin of a message;
- creating or sending Internet viruses, worms or Trojan horses, flood or mail bombs, or engaging in denial of service attacks;
- hacking, and/or subverting, or assisting others in subverting, the security or integrity of our products or systems;
- disseminating material that may cause us to be subject to attacks on our network, or that which is, but is not limited to, racist, pornographic, hateful material, or those which create customer service or abuse issues for us. Under no circumstances may Numonix's systems be used to gain access or deny access to a system without the permission of the system's owners (or rightful users);
- probes, port-scans, sweeps and spoofing of systems without the express permission of the owners of those systems; Numonix reserves the right to use probes, port-scans, sweeps and spoofing on any system connected to the Numonix network in the course of performing security assessments and threat management;
- soliciting the performance of any illegal activity, even if the activity itself is not performed; and/or acting in any manner that might subject us to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect our public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.

4. Copyright

Numonix is a registered trademark with the United States.

Numonix's designated agent for receipt of notices pursuant to the DMCA is: dataprotection@numonix.cloud

5. Other Intellectual Property Infringement

Customers and End Users may not engage in activity that infringes or misappropriates the intellectual property rights of others. This includes but is not limited to trademarks, service marks, trade secrets, software piracy, and patents. Complaints about such activity by Customers or End Users may be directed to the address at the end of this AUP.



6. U.S. Export and Import Laws

- Customers and End Users may not use Numonix's services to engage in a violation of U.S. export and import control laws.
 - More information about U.S. export laws may be found at <http://www.export.gov/exportcontrols.html>

7. Subpoenas, Warrants, Document Preservation Requests and Other Requests for Information

- Law enforcement agencies who seek information about Numonix's customers, or their use of Numonix's services, are required to submit a subpoena, or other similar documents, pursuant to which Numonix is required by law to produce this information (**Subpoena**).
 - Unless specifically required by law and so clearly communicated to Numonix, the subpoena will be transmitted to Numonix's Customer.
- Civil demands for information, such as discovery requests and similar demands (**Civil Demands**), must be part of a filed and pending litigation matter.
 - Responses to Civil Demands are at Numonix's discretion.
 - Responses are subject to a response fee of \$250 per hour.
 - Numonix does not honor requests from civil litigants to limit or to pre-approve response expenses.
 - Civil litigants are encouraged to contact Numonix prior to serving Civil Demands in order to minimize their expenses.
- Numonix understands its obligations to preserve certain electronically stored material.
 - Parties who ask Numonix to preserve this material, must contact Numonix in writing, and describe specifically what information they would like preserved.
 - Preservation of any material is at Customer's cost, which must be paid in advance.

Changes to the Acceptable Use Policy

This Acceptable Use Policy may be updated from time to time, and the latest version of the document will be made available in this page.

Updated April 10, 2020