



COLOCATION / CLOUD / CONNECTIVITY

## Terms of Use (TOU)

Tonaquint Data Centers, LLC, d/b/a ValorC3 Data Centers, and its affiliates (collectively, "TDC") have formulated this Terms of Use ("TOU") in order to encourage the responsible use of TDC's networks, systems, services, TDC facilities and products (collectively, the "TDC Services") by TDC's customers and other users of the TDC Services (collectively the "Users"), and to enable TDC to provide Users with secure, reliable and productive Services. By using the TDC Services, Users consent to be bound by the terms of this TOU. TDC reserves the right to modify this TOU as outlined in Section 5 of our Master Services Agreement (the "MSA").

### Suspension/Termination:

Pursuant to the terms outlined in Section 5 of the MSA, any User that violates any element of this TOU may be subject to a suspension or termination of service. TDC, in its reasonable discretion, may take additional actions which TDC determines to be appropriate under the circumstances to eliminate or preclude repeat violations. TDC shall not be liable for any damages of any nature suffered by any User, or any third party resulting in whole or in part from our exercise of our rights under this TOU.

### Prohibited Content:

TDC Services must be used in a manner that is consistent with the intended purpose of the TDC Services and may be used only for lawful purposes. Users shall not use the TDC Services to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the TDC Services or other Users; or (c) that may expose TDC to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this TOU or another provider's TOU, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this TOU or another provider's TOU.

### Inappropriate Content:

Users shall not use TDC Services to transmit, distribute or store material that is inappropriate, as determined in TDC's reasonable discretion, or material that is illegal (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

### Intellectual Property:

Material accessible through the TDC Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the TDC Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If a User uses a domain name in connection with any of the TDC Services, the User must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

### Harmful Content:

Users shall not use the TDC Services to transmit, distribute or store material that may be harmful to or interfere with the TDC Services or any third party's networks, systems, services, or TDC facilities. Such prohibited harmful content includes, but is not limited to, spam, malware, or ransomware.

### Fraudulent/Misleading Content:

Users shall not use the TDC Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

### Emails and Unsolicited Messages:

Users shall not use the TDC Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam or to promote a site hosted on or connected to the TDC Services. In addition, Users shall not use the TDC Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

### Responsibility for Content:

TDC takes no responsibility for any material created or accessible on or through the TDC Services. TDC is not obligated to monitor or exercise any editorial control over such material but reserves the right to do so. If TDC becomes aware that any such material may violate this TOU and/or expose TDC to civil or criminal liability, TDC reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material.

TDC further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including, where legally permissible, disclosing the identity of the User that TDC deems responsible for the wrongdoing.

Violations of this TOU may be reported by emailing [abuse@valorc3.com](mailto:abuse@valorc3.com).

### Privacy Policy

TDC is committed to maintaining your confidence and trust and accordingly maintains a Privacy Policy to protect the personal data (or information) you provide online. The Privacy Policy is located at <https://valorc3.com/privacy-policy/>.

If you have any questions or comments, please feel free to reach out to [privacy@valorc3.com](mailto:privacy@valorc3.com) for policy clarification or general assistance.