



**Last Updated: July 1, 2025**

## **Pellera Technologies Acceptable Use Policy**

This Acceptable Use Policy ("AUP") is published by Pellera Technologies (referred to in this AUP as "Pellera").

### **Coverage of this Policy**

The following terms apply to your use of and access to any Pellera services or products ("Services") made available by the Services. You agree to comply with this Acceptable Use Policy by using Services, which may be amended, modified or updated from time to time.

**Your Internal Use.** You will ensure your end users will use the Services solely for its internal business purposes; and neither you nor your end users will: (i) commercially exploit the Services by licensing, sub-licensing, selling, re-selling, renting, leasing, transferring, distributing, time sharing or making the Services available in the manner of a service bureau; (ii) create derivative works based on the Services; (iii) disassemble, reverse engineer or decompile the Services or any part thereof or permit others to do so; or (iv) access all or any part of the Services in order to build a product or service that competes with the Services.

**Illegal or Harmful Use.** You will only use Services for lawful purposes. You bear all responsibility for ensuring your own users comply with all applicable laws and regulations and appropriate conduct, without limitation, outlined in this AUP.

**Offensive, Harmful or Illegal Content.** You may not publish or transmit via the Services any content or links to any content that Pellera reasonably believes (i) is offensive and may be defamatory, obscene, abusive, excessively violent, threatening or harassing, invasive of privacy, objectionable or constitutes, fosters or promotes pornography; (ii) is harmful and is considered unfair or deceptive under consumer protection laws, such as pyramid schemes and chain letters, creates risks for a person or the public's safety or health, compromises national or local security, interferes with law enforcement investigations or improperly exposes trade secrets or other confidential or proprietary information of another person, or improperly exposes; or (iii) is illegal and may infringe upon another person's copyright, trade or service mark, patent, or other property right where permission was not first obtained by the owner of such rights, promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking, or is otherwise illegal or solicits conduct under laws applicable to you or Pellera. Content "published or transmitted" via the Services includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

**Network Abuse.** You may not use the Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including, (i) unauthorized access to or use of data,



systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (ii) monitoring data or traffic on any network or system without the express authorization of the owner of the system or network; (iii) user of an Internet account or computer without the owner's authorization, interfering with the service to any user of the Services, including, without limitation, denial of service, mailing bombing or other flooding techniques to overload a system and broadcast attacks; (iii) collecting or using information without the consent of the owner of the information; (iv) use of any false, misleading, or deceptive TCP-IP packet header information to conceal the source or routing information of the network traffic or messages; (v) distributing software that covertly gathers information about or transmits information about a system or user; (vi) avoiding any limitations established by Pellera using manual or electronic means to attempt to gain unauthorized access too, alter, or destroy information related to Pellera or its customers; (vii) any conduct that is likely to interfere with, disrupt the integrity of or result in retaliation against the Services, or Pellera's employees, officers or other agents.

**Bulk or Commercial E-Mail.** You must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial e-mail. You must not distribute, publish, or send through the Services: (i) any spam, including any unsolicited advertisements, solicitations, commercial e-mail messages, informational announcements, or promotional messages of any kind; (ii) chain mail; (iii) numerous copies of the same or substantially similar messages; (iv) empty messages; (v) messages that contain no substantive content; (vi) very large messages or files that disrupt a server, account, newsgroup, or chat service; or (vii) any message that is categorized as "phishing."

Likewise, you may not: (i) participate in spidering, harvesting, or any other unauthorized collection of e-mail addresses, screen names, or other identifiers of others or participate in using software (including "spyware") designed to facilitate such activity; (ii) collect responses from unsolicited messages; or (iii) use any of the Pellera mail servers or another site's mail server to relay mail, such as, bulk e-mail, without the express permission of Pellera, the account holder or the site. Pellera may test and otherwise monitor your compliance with its requirements, and may block the transmission of e-mail that violates these provisions.

**Security.** Pellera is responsible for maintaining the security of the infrastructure used to provision Services to you. It is the responsibility of you to understand and evaluate the security responsibilities of each party for Services against its security requirements including compliance regulations. You must take reasonable security precautions during its use of Services to configure and protect its operating systems, applications and data. Pellera does not assume responsibility or accountability for such protections unless additional Services are mutually defined between Pellera and you. You are responsible for protecting the confidentiality of any accounts used in connection with the Services and are encouraged to change associated passwords on a regular basis. Failure by you to



protect the assigned environment may result in a security compromise by an unauthorized source. A compromised server or network device is potentially disruptive to the Services and other customers. Therefore, Pellera may, after notifying you of the situation, take your server or other device off line if Pellera determines that it is being accessed or manipulated by a third party without your consent. You are solely responsible for the cost and resolution for any network or data breach introduced by you that affects systems, applications or data under your possession or control, or the Services and/or other Pellera customers.

**Vulnerability Testing.** You may perform internal vulnerability assessments on IP addresses specific to your instance at any time. These IP addresses are provided to you at the time Services are on-boarded. With Pellera's express written consent, you may perform external vulnerability assessments and penetration tests on your designated IP addresses. You may not attempt to probe, scan, penetrate or test the vulnerability of a Pellera system or network or to breach Pellera's security or authentication measures, whether by passive or intrusive techniques that have not been specifically designated to you by Pellera for its use. Pellera maintains the right to block or shut down any vulnerability testing technique regardless of consent that interferes with Pellera networks and its Services.

**Export Violations.** You must comply with all applicable international and regional export laws and regulations in its use of the Services. You agree to not export or import software, technical information, data content, encryption software, or technology in violation of such export control laws. You represent and warrant that you are not located in, under the control of, or a national or resident of any country which the United States has a trade embargo or on an applicable government list.

**Copyrighted Material.** Copyright infringement is a serious matter. You may not use the Services to download, publish, distribute, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless, (i) You have been expressly authorized by the owner of the copyright to copy/use the work in that manner; (ii) you are otherwise permitted by established United States copyright law to copy/use the work in that manner. Pellera may terminate your service immediately if it is found to be infringing copyrights.

**Copyright Infringement Notice (Digital Millennium Copyright Act).** If you believe your copyright is being infringed by a person using the Services, please send your written notice of copyright infringement to:

Attn: Legal  
Pellera Technologies  
1700 Summit Lake Drive, Suite 201  
Tallahassee, FL 32317  
Email: [Legal@Pellera.com](mailto:Legal@Pellera.com)



Your notice must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Pellera to locate the material;
- Information reasonably sufficient to permit Pellera to contact you, such as an address, telephone number, and, if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**Cooperation with Investigations and Legal Proceedings.** Pellera may report to the appropriate authorities any conduct by you that violates applicable criminal law. Pellera will attempt to notify you if Pellera is requested to; provide any information it has about you in response to a formal or informal request from a law enforcement or government agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request. You must understand that there may situations that will prevent Pellera from making notification or preventing such data from being released without your consent.

#### **Other**

- You must have valid and current information on file with its domain name registrar for any domain hosted on the Pellera network.
- You may only use IP addresses assigned to it by Pellera staff in connection with the Services.
- You agree that if the Pellera IP numbers assigned to its account become listed on Spamhaus, Spews, NJABL or other abuse databases, you will be in violation of this AUP, and Pellera may take reasonable action to protect its IP numbers, including suspension and/or termination of your Service, regardless of whether the IP numbers were listed as a result of your actions. Before taking any action to suspend or terminate your Service, Pellera will investigate the matter and communicate with you regarding the possible causes of the problem and any reasonable actions that may be taken to absolve the IP numbers in question.

**Consequences of Violation of AUP.** Pellera may suspend its service or remove any content transmitted via the Service if it discovers facts that your Service is being used in violation of this



AUP. You must cooperate with Pellera's reasonable investigation of any suspected violation of the AUP. Pellera will attempt to contact you prior to suspension of network access to your server(s), however, prior notification is not assured.

In the event Pellera takes corrective action due to a violation of the AUP, Pellera shall have no liability to you or to any of your end users due to any corrective action that Pellera may take (including, without limitation, suspension, termination or disconnection of Services).

You are strictly responsible for the violation of this AUP, including violation by its customers, users, and including violations that occur due to unauthorized use of your Services (but not including unauthorized use that results from Pellera's failure to perform its obligations as defined in the Service Guide.

Pellera may charge you its hourly rate for AUP breach recovery (currently \$350.00 USD) plus the cost of equipment and material needed to (i) investigate or otherwise respond to any suspected violation of this AUP, (ii) remedy any harm caused to Pellera or any of its customers by the violation of this AUP, (iii) respond to complaints, including complaints 4 under the Digital Millennium Copyright Act, (iv) respond to subpoenas and other third party requests for information as described in the Agreement, and (v) have Pellera's Internet Protocol numbers removed from any abuse database. No credit will be available under the SLA in the Service Description, for interruptions of service resulting from AUP violations.

**Amendments to AUP.** The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, Pellera may from time to time amend this AUP in accordance with its Agreement to further detail or describe reasonable restrictions on your use of the Services. Inquiries regarding this policy should be directed to ATTN: legal@pellera.com.