

# Acceptable Use Policy

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## 1. INTRODUCTION

Colo Solutions' Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of Colo Solutions' Network/Internet services (the "Services")-those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Members")-must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. We may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Colo Solutions may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your Colo Solutions account or other actions as detailed in Section 3. By using the Services, you acknowledge that you and users that have gained access to the Services through your account, have read, understood, and agree to abide by the AUP.

## 2. VIOLATIONS OF COLO SOLUTIONS' ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. **Illegal use.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- b. **Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way.
- c. **Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. **Harassment.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. **Fraudulent activity.** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."

- f. Forgery or impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- g. Unsolicited commercial email/Unsolicited bulk email.** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- h. Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Colo Solutions' or another entity's computer software or hardware, electronic communications system, or telecommunications system, attempt to probe, scan or test the vulnerability of system or network or to breach security or authentication measures whether or not the intrusion results in the corruption or loss of data.
- i. Copyright or trademark infringement.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. Colo Solutions is registered under the Digital Millennium Copyright Act of 1998.
- j. Collection of personal data.** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- k. Reselling the services.** Reselling the Services without Colo Solutions' written authorization.
- l. Network disruptions and unfriendly activity.** Using the Services for any activity, which adversely affects the ability of other people or systems to use Colo Solutions Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

- m. Unauthorized Monitoring.** Using the Services for monitoring of data or traffic on any network or system without express authorization of the owner of the system or network is prohibited.

### **3. REPORTING VIOLATIONS OF COLO SOLUTIONS' AUP**

Colo Solutions requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at **abuse@colosolutions.com**.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

Colo Solutions may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Member's account and access
- terminate the Member's account and access
- bill the Member for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

### **4. REVISIONS TO THIS ACCEPTABLE USE POLICY**

Colo Solutions reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted.

## **5. LIMITATION OF LIABILITY**

COLO SOLUTIONS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC., EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY USER. COLO SOLUTIONS SHALL NOT BE LIABLE FOR ANY DIRECT OR ACTUAL DAMAGES OF USERS, EXCEPT TO THE EXTENT SPECIFIED IN A WRITTEN OR ELECTRONIC AGREEMENT ENTERED INTO BETWEEN COLO SOLUTIONS AND CUSTOMER. COLO SOLUTIONS MAKES NO WARRANTIES OR REPRESENTATIONS HEREIN, EITHER EXPRESS OR IMPLIED, CONCERNING THE COLO SOLUTIONS NETWORK AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.

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