



## ColoServe Acceptable Use Policy ("AUP")

Posted/Revised July 10, 2006

ColoServe requires that each of its customers accept and agree to ColoServe's Terms of Service, a copy of which is available at <http://www.coloserve.com/tos.html>. The Terms of Service constitute a legal agreement between the customer and ColoServe. In the Terms of Service, each customer agrees, among other things, to be bound by the terms and conditions of this AUP.\* This AUP also binds all users of and visitors to ColoServe's services and Web sites; by the act of using ColoServe's services or visiting its Web sites, all such users and visitors agree to be bound by this AUP and by the Terms of Service. (Customers, users, and visitors are referred to herein collectively as "Customers.")

ColoServe requires that all Customers conduct themselves as good citizens of the Internet and at all times behave with respect for others. Each Customer is responsible for preventing violations of this AUP by third parties accessing ColoServe services through Customer's computers or accounts, including without limitation hackers and Customer's own users.

### **A. The following activities are expressly prohibited:**

#### **1. Spam / Email Marketing.**

**ColoServe does not tolerate Spam or email marketing** of any kind, **whether legal or illegal**. Do not send more than one hundred (100) unsolicited emails during any twenty-four (24) hour period. Any message sent to a recipient from a purchased, rented, licensed, or traded list of email addresses is automatically considered unsolicited. (Messages forbidden by this paragraph are collectively referred to herein as "Email Marketing.") (Email Marketing creates a risk that ColoServe will be blacklisted from other networks and so could adversely affect other ColoServe users.)

Do not violate the CAN-SPAM Act of 2003. Do not send Email Marketing Messages or facilitate Email Marketing, even if such conduct is CAN-SPAM compliant. Do not host or allow to be hosted any site or information that is advertised by Email Marketing, even if such conduct is CAN-SPAM compliant.

Do not set up an open mail relay that is not password protected or that could allow anyone to send Email Marketing Messages.

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\* Some of the terms of this AUP may overlap terms of the ColoServe Terms and Conditions. In the event of any inconsistency, the ColoServe Terms and Conditions will govern the relationship between ColoServe and Customer.

**2. Intellectual property infringement**, including violations of copyright, trademark, and patent rights, and use or distribution of pirated software. (Please see ColoServe's policy regarding Intellectual Property infringement, at [http://www.ColoServe.com/intellectual\\_property.htm](http://www.ColoServe.com/intellectual_property.htm).)

**3. Hacking** or perpetration of any security breach.

**4. Unauthorized access to any computer or system**, including intrusion into or scanning of other ColoServe accounts.

**5. Dissemination of deliberately offensive material**, including any message or information that is or may be threatening, libelous, obscene, or harassing.

**6. Child pornography** or any other activity harmful to minors. (ColoServe does allow hosting of adult content that is legal under U.S. law, including applicable state law, provided such content does not fit any excluded criterion listed in this Part A or otherwise violate any ColoServe policy.)

**7. Fraud.**

**8. Violation of privacy rights.**

**9. Use of third party software without a proper license** or other appropriate permission, including Microsoft software.

**10. Network attacks** or any unfriendly effort to interfere with service on another network or server.

**11. Virus distribution** or distribution of any worm or other harmful code.

**12. Use of Internet relay chat ("IRC")**, including hosting of an IRC server, running IRC bots, use of a ColoServe server as an IRC client or proxy, and use of IRC scripts or programs that interfere with service to other users on any server or network.

**13. Illegal activities of any kind.**

## **B. Investigations, disruptions, & security:**

ColoServe may suspend Service in whole or in part without advanced notice if it reasonably suspects an AUP violation. Customer will reimburse ColoServe for any expenses resulting from Customer's violation of the AUP, including investigation fees (not to exceed \$500 per incident or claim) and attorneys' fees. Investigation fees include fees of \$75.00 per half-hour for each ColoServe staff-member. ColoServe may also disable Customer's service if ColoServe suspects that such service is the target of an attack or in any way interferes with services provided to other customers, even if Customer is not at fault. ColoServe does not issue refunds for terminating service due to any of the causes above.

Customer is responsible for the use of its service, including use by hackers and other unauthorized third parties. Customer's responsibility includes payment for exceeding transfer and bandwidth limits.

Except where ColoServe accepts such responsibility through provision of Managed Services (per the Terms of Service), Customer is responsible for maintaining security, including disaster recovery systems and backups. (Customer is advised to maintain backups on its own premises.)

### **C. Reporting AUP Violations:**

ColoServe requests that anyone with information about a violation of this AUP, or of ColoServe's Terms of Service, report it by sending an email to [abuse@ColoServe.com](mailto:abuse@ColoServe.com).