



ColoServe Acceptable Use Policy (“AUP”)

Posted/Revised: October 31, 2008

Together with the Terms of Service (<http://www.ColoServe.com/tos.html>) and the other documents referenced therein, this AUP forms a binding agreement (the “**Agreement**”) between ColoServe and Customer. The Agreement, including this AUP, binds all customers and users of ColoServe’s Service and all visitors to ColoServe’s website; all such customers and users are included in the term “**Customer**.” All other terms defined in the Terms of Service will have the same meaning when used in this AUP.*

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 the Service through Customer’s computers or accounts, including without limitation hackers and Customer’s own users.

A. The following activities are expressly prohibited:

1. Spam / Unsolicited Commercial Email.

ColoServe does not tolerate spam, whether legal or illegal.

Bulk unsolicited commercial email is automatically considered spam, unless sent to recipients who have requested such messages through an opt-in procedure.

The following are also automatically considered spam: (a) any message sent to a recipient from a purchased, rented, licensed, or traded list of email addresses; and (b) any message that violates the CAN-SPAM Act of 2003.

Take no action that leads to a Spamhaus listing for any ColoServe-provided IP address, including your own IP addresses. If any action on your part causes a Spamhaus listing, you are required promptly to cooperate with ColoServe, at your own expense, in clearing the IP address(es) in question from the Spamhaus RBL (and such assistance does not limit any other rights or remedies of ColoServe).

Do not fake e-mail header information to misdirect or otherwise “spoof” another party for any reason, including without limitation to evade detection.

Do not set up a mail relay that is not password protected or that could allow anyone to send spam.

Do not host “payload” websites that are linked to spam emails, even if a third party sent those emails.

Do not provide domain name services to entities that violate any of these rules.

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.)

* Some of the terms of this AUP may overlap the Terms of Service. In the event of any inconsistency, the Terms of Service will govern.

3. Hacking or perpetration of any security breach.

4. Unauthorized access to any computer, system, or space, including intrusion into or scanning of other ColoServe accounts and access or attempted access to other customers' racks, cages, or equipment.

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, publicity rights, trade secret rights, or information security, including dissemination of material non-public information about companies without authorization, as well as harvesting or collecting information about Website visitors without their express consent.

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. Disruptions & security:

ColoServe may suspend Service in whole or in part if it reasonably suspects an AUP violation. Customer will reimburse ColoServe for any expenses resulting from Customer's violation of the AUP, including attorneys' fees. 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 specifically accepts such responsibility in Customer's Signup (pursuant to the Terms of Service), Customer is responsible for maintaining security, including disaster recovery systems and backups. (Customer is advised to maintain its own backups outside of ColoServe's premises and systems, even if ColoServe provides backups, security, or other services related to data protection.)

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.