

# Acceptable Use Policy- Corporate Colocation Inc

As a provider of Internet access, web site hosting, and other Internet-related services, Corporate Colocation Inc. Offers its customers (also known as subscribers), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Corporate Colocation Inc. respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue; Corporate Colocation Inc. reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Corporate Colocation Inc has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing Corporate Colocation Network. This AUP will be revised from time to time. A customer's use of Corporate Colocation Inc. services after changes to the AUP are posted on our web site, [www.corporatecolo.com](http://www.corporatecolo.com), will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Corporate Colocation Inc. cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Corporate Colocation Inc cannot monitor or censor the Internet, and will not attempt to do so, Corporate Colocation Inc cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that Corporate Colocation Inc does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over network and may reach a large number of people, including both subscribers and nonsubscribers of Corporate Colocation Inc, subscribers' postings to the Internet may affect other subscribers and may harm Corporate Colocation Inc goodwill, business reputation, and operations. For these reasons, subscribers violate our policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

**Spamming** — Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming").

**Intellectual Property Violations** — Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of

others. Corporate Colocation is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement.

Obscene Speech or Materials — Using Corporate Colocation Inc. network to advertise, transmit, store, post, display, or otherwise make available child pornography. Corporate Colocation Inc. is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through our network.

Forging of Headers — Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks — Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities — Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP — Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations — Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups —Corporate Colocation reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities — engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities — Engaging in activities, whether lawful or unlawful, that Corporate Colocation Inc determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. Corporate Colocation will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with policy or applicable law. When Corporate Colocation Inc becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Corporate Colocation Inc is also aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching Corporate Colocation Inc. facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. Corporate Colocation Inc does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. Corporate Colocation has the right to directly take action against a customer of a subscriber. Also, **Corporate Colocation** may take action against the subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, Corporate Colocation anticipates that subscribers who offer Internet services will cooperate with Corporate Colocation any corrective or preventive action that Corporate Colocation deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Corporate Colocation.

Corporate Colocation Inc. is also concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Corporate Colocation Inc urges its subscribers to assume that all of their on-line communications are insecure. Corporate Colocation cannot take any responsibility for the security of information transmitted over the network.

Corporate Colocation will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority. Corporate Colocation may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Corporate Colocation may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Corporate Colocation assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice.

Corporate Colocation Inc. expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate Corporate Colocation policy. Finally, Corporate Colocation Inc. wishes to emphasize that in signing the service agreement, subscribers indemnify Corporate Colocation for any violation of the service agreement, law, or Corporate Colocation Inc. policy that results in loss to Corporate Colocation Inc or the bringing of any claim against Corporate Colocation Inc. by any third-party. This means that if Corporate Colocation Inc. is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against Corporate Colocation, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Corporate Colocation Inc. and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to [abuse@corporatecolo.com](mailto:abuse@corporatecolo.com).