

Acceptable Usage Policy

Terms & Conditions

Before using or subscribing to Colostore Services, please review all terms, conditions, and policies, which define your rights, responsibilities, and benefits as a Client of Colostore.

Colostore Acceptable Use Policy ("AUP") is intended to help support the use of the Internet by thwarting objectionable use and describes certain terms regarding a Client's service agreement. It is intended as a guide to your rights and obligations when utilizing Colostore services.

All Clients of Colostore, 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 ("Clients", "Customers", "You", or "Your")-must comply with this AUP.

We do not actively monitor the use of 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. However, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP.

Colostore 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 termination of either your access to the services and/or your connection to the Colostore network. Colostore reserves the right to deny access to its network without advanced warning and without being under any obligation to provide a reason. Where a reason is provided, it is done so at the discretion of Colostore.

Colostore reserves the right to revise, amend, or modify this AUP and our other policies and agreements at any time and in any manner. Your use of Colostore service changes to the AUP will be posted on Colostore's web site. It will be your responsibility to review those changes.

Your AUP agreement will constitute the acceptance of any new or additional terms of the AUP and our other policies and agreements of such changes.

Usage - Use and Content

In agreeing with these terms, you will be responsible for all content materials, whether publicly or privately transmitted, and are the sole legal responsible person, which authorizes your client's content and activities on your website. You are responsible for your client's content and their websites.

1. You are the sole responsible person for your client's posts, emails, upload, and transmitted information, etc.
2. You will not allow your clients to use services or internet access provided by Colostore for illegal or improper purposes.
3. You agree not to engage in hacking or attempt to gain access to any system, network or other entities data or activities that adversely affect other people or systems that use Colostore service.
4. You will assure that your material or your customers' intentional or unintentional material that is not abusive, slanderous, obscene, threatening, invasive of another's privacy, racially or ethically objectionable, hateful, spooking, propagation of computer worms or viruses will not be transmitted.

Colostore will take steps immediately to remove all or a portion of your content, disconnect or terminate agreements in the event that these terms are not adhered. See termination/cancellation for information.

Colostore asserts no control over content of information passing through our Customer's site. It is your responsibility to sanction information that you and your users transmit and receive complies with the laws, regulations, and policies of Colostore.

You will be entirely responsible for the normal wear of equipment, content, etc.

Inappropriate Use

The following information regarding your conduct applies to all persons and entities using Colostore products and services. You are responsible entirely for any and all use, action, and omissions while doing business with Colostore. The intent is to protect the integrity, privacy, and security of all.

Sites may contain links to other web sites on the Internet owned or operated by someone other than Colostore. These links are provided as a convenience. The appearance does not reflect Colostore endorsement and Colostore is not responsible for the content of any linked site. Your access to the link(s) is at your own risk.

Should you violate any terms or condition of the policies or misuse Colostore's services, equipment or terms without proper notification and agreement, or disrupt Colostore business operation; we reserve the right to charge you a penalty of \$100.00 or the actual cost to repair the damage, whichever is greater.

Inappropriate use, but not limited to the following:

1. "Pirated" of other software products that are not licensed for use by you or your client. Including privileges protected by copyright, trade secret, or patent, etc.
2. Committing an abuse of any local, state, federal, or non-United States law or regulation.
3. Using any services of Colostore to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Colostore is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or is transmitted through Colostore's network.
4. Offensive Materials-- Using Colostore network as a means to transmit or post defamatory, hateful, harassing, abusive, threatening language, offensive obscene & pornographic materials.
5. Attempting to cause security breaches that disrupts Colostore service or communications; including but not limited to viruses, worms, malicious programs, Trojan horses, spam, flood pings, packet spoofing or forged routing information, automated or manual routines that are related to ordinary business.
6. Misleading marketing, resale practices, or actions that restrict a customer of Colostore.
7. Manipulating any material that will deny or interfere with other clients of Colostore; including but not limited to network monitoring that intercepts data not intended for the client; obstruct in any way a user's authentication or security host, network or account, service attack, or using a script/command designed to interfere or disable a user's terminal.
8. Creating/forwarding "chain letters", schemes of any type, unsolicited email, use of any downloaded material in violation of the export/import laws of the United States without required necessary approval.
9. Engaging in any activities that infringe or misappropriate rights of others trademarks.
10. Using, reproducing, selling, re-selling, or exploiting Colostore services for purposes not addressed by these terms.
11. Spamming- sending unsolicited bulk and/or commercial messages over the Internet. Spamming has a negative impact on consumers, disrupts service to subscribers and creates overload on the network.
12. Maintaining an open SMTP relay. A complaint received will be reviewed by Colostore to determine from all of the evidence whether the email recipients were from an "opt-in" email list.
13. Excessive E-mailing- sending email from our network from any one server exceeding 1 E-Mail per second is considered abusive. Colostore may also use third party services to determine the magnitude of abusive E-mailing, one such is Senderbase where the daily and monthly magnitude must not score above 3 for any server attached to our network.

Policy Regarding Privacy and Intellectual Property Rights

We are required by law to remove or block access to transmit any material which misuse or abuse the property rights of others, i.e. copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals or corporations. Engaging in activities that violate the privacy or other personal rights of others could lead to termination of service.

Abusive Language, Obscene Speech or Materials

Using our network to advertise, transmit, store, post, or display obscene, indecent or abusive material or communication; threatening, harassing, or offensive material or communication containing defamatory, harassing, or threatening language could result in termination.

Using the network 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 regarding the presence of child pornography. Colostore is required by law to notify law enforcement agencies and services will be terminated.

Using the network services to harm, attempt to harm or harass minors in any way or that threatens or encourages bodily harm or destruction of property, Colostore is required by law to notify law enforcement agencies and services will be terminated.

Network Disruptions:

Using the Services of Colostore for any activity, which adversely affects the systems, equipment, or services of the Internet will be in violation of the contract.

Interference with or disruption of network users, network services, or equipment by way of "Denial of Service" (DoS) attacks is prohibited.

It is your responsibility to ensure that your network is configured in a secure manner. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use your network in an illegal or inappropriate manner.

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities

Attempting to cause a security breach that disrupts Colostore services, equipment or communications; including but not limited to viruses, worms boot, malicious programs, Trojan horses, spasm, flood pings, packet spoofing or forged routing information, will violate your contract and could lead to termination.

Fraudulent Activity - Prohibited

Using the services of Colostore in forgery or impersonation. The use of anonymous re-mailers or nicknames does not constitute impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead. Attempting to impersonate any person by using forged headers or other identifying information. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed. Using the services of Colostore to collect, or attempt to collect, personal information about third parties without their knowledge or consent. Using the service 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," "chain letters". Using the Service to fraudulently charge credit cards. Creating/forwarding "chain letters", schemes of any type, unsolicited email, use of any downloaded material in violation of the export/import laws of the United States without required necessary approval. "Pirating" of other software products that are not licensed for use by client including privileges protected by copyrights, trade secrets and patents.

Illegal or Unauthorized Access to Other Computers or Networks - Prohibited

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"). Any activity that may be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity). Using the services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Colostore's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

Reselling Services

Reselling Services without Colostore's authorization constitutes a violation of this AUP. Manipulating any material that will deny or interfere with other clients of Colostore. Including but not limited to network monitoring that intercepts data not intended for the client, obstruction in any way of a user's authentication or security host, network or account, service attack, or using a script/command designed to interfere or disable a user's terminal.

Any means used to make available any software, programs, products, or services that are designed to mistreat or violate this AUP will be a breach in your contract. This includes but not limited to means of spam, initiation of pinging, flooding, mail bombing, denial of service attacks, piracy of software, and exporting encryption software over the Internet or otherwise, to points outside the United States.

Colostore reserves the right to not accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP, lawful or unlawful, is determined to be harmful to subscribers, operations, and reputation, goodwill, or customer relations.

REPORTING VIOLATIONS OF Colostore's AUP

Colostore requests that anyone who believes that there is a violation of this AUP direct the information, Attention Abuse, to Colostore at abuse@colostore.com.

The responsibility of avoiding these harmful activities described rests primarily with you the Customer. Colostore will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Colostore policy or applicable law. Should Colostore be alerted to harmful activities, one or more of the following steps may take place; removing information, shutting a web sites down, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

CONSEQUENCES OF VIOLATION

Any violation of Colostore Acceptable Use Policy (AUP) will be subject to progressive disciplinary action, including but not limited to denial of access to any Colostore server or the entire network, or legal action where applicable.

Denial of access to a particular Colostore server can be made at the server administrator's discretion. Your Internet provider may be denied access to the server or network if you successfully evade a ban. The Colostore network under no circumstances is to be used for illegal activities. Observed and verifiable instances may be reported to the appropriate authorities. Although Colostore itself is an immoderate forum, the Colostore administration will cooperate fully with any officially recognized law enforcement body to the best of its capability when required to do so by force of law.

DISCLAIMER

Colostore does not log or monitor traffic that may pass through their servers for content or clarity. By retaining a connection to any part of the Colostore, you state that you know and are willing to comply and accept the rules and policy as well as any future terms of service, network policies, and customer guidelines.

By using any Custom.Net server, you hereby state and agree that you release the Colostore, its servers, administrators, operators, and any other volunteer of the Colostore from all responsibility or legal liability which might result from your use of Colostore servers and network, including but not limited to computer damage, data loss, or related damages.

Colostore administrators reserve the right to deny access to and use of the Colostore network or any of its other resources, including but not limited to channel services, technical mailing lists, and FTP sites, to any user, group, site, or domain without the benefit of prior warning or notification if necessary.

Colostore is aware that many of you are, yourselves, providers of Internet services, and that information reaching Colostore facilities from you may have originated from a client of yours or from another third-party. Colostore does not require its customers who offer Internet services to monitor or censor transmissions or web sites created by your subscribers. If a subscriber of yours is engaging in a prohibited activity, Colostore anticipates that you will cooperate with Colostore in any corrective or preventive action that we deem necessary. Failure to cooperate with such corrective or preventive measures is a violation of Colostore policy.

If necessary, Colostore has the right to directly take action against your subscriber. Also, if necessary, Colostore may take action against the Colostore customer because of activities of its subscribers, even though the action may affect other subscribers. Similarly, Colostore urges its Customers to assume that all of their on-line communications are insecure. Colostore cannot take any responsibility for the security of information transmitted over Colostore facilities.

Colostore will not intentionally monitor private electronic mail messages sent or received by its Customer unless required to do so by law, governmental authority, or when public safety is at stake. Colostore may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Colostore may disclose information, including but not limited to, information concerning a customer, 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. Colostore assumes no obligation to inform the customer that information has been provided and in some cases may be prohibited by law from giving such notice.

Finally, Colostore may disclose customer information or information transmitted over its network where necessary to protect Colostore and others from harm, or where such disclosure is necessary to the proper operation of the system.

If a customer violates any terms or conditions of these policies or use of Colostore services, equipment, or terms without proper notification and agreement, or disrupts Colostore business operation; we reserve the right to charge the customer a penalty of \$100 or the cost to repair the damage.

The use of the Internet is a privilege, not a right. Please help us enhance the use of the Internet. To report any abuse or to report an incidence, please contact us via email abuse@colostore.com or Customer Service via phone at 1-877-719-3698.