



ColoCrossing *a division of Velocity Servers Inc.*

Terms & Conditions

1. Colocrossing makes no guarantees of service of any kind, whether expressed or implied, for the service it is providing. Colocrossing also disclaims any warranty of merchantability or fitness for a particular purpose. Colocrossing will not be responsible for damages the Customer suffers. This includes loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by its own negligence, subscriber's errors or omissions, or due to the fault of third parties. Colocrossing agrees to maintain and provide the highest level of service possible, and to maintain a good-faith relationship with the Customer.
2. Customer agrees to defend, hold harmless and expeditiously indemnify Colocrossing from any liability, claim, loss, damage or expense arising out of the indemnifying party's breach or violation of any covenant contained in this Policy and resulting from the Customer's use of the service.
3. Colocrossing accounts cannot be transferred or used by anyone other than the subscriber and authorized account sub-users. Customer may not sell, lease, rent or assign the connection or parts of the connection to any party not named in this Policy, unless Colocrossing's plan allows such service. Customer may allow ftp access to its server and host web sites for its customers without violating this Policy.
4. Colocrossing reserves the right to cancel service for any reason without prior notice. In case of cancellation, unused fees may be returned to the subscriber on a pro-rated basis.
5. If Customer re-registers after Colocrossing's cancellation of the account without Colocrossing's written consent, Colocrossing will cancel Customer's account and all dues and fees paid to date regardless of whether service has been rendered will be forfeited. Additionally, any amounts due will be immediately payable.
6. Colocrossing requires that its agreements be made with a person who is qualified to contract. As such, subscriber must be over the age of eighteen (18) years. Otherwise, a parent or guardian must accept this agreement and enclose the proper payment. Colocrossing cannot accept payments from persons who are not at least eighteen (18) years of age, nor can we accept agreements from persons who are not at least eighteen (18) years of age.
7. Customer shall ensure that its use of Colocrossing's network services shall not disrupt Colocrossing, its associated networks or equipment forming part of the systems. In instances in which an excessive amount of system resources are utilized by a subscriber, Colocrossing reserves the right to place CPU process



Colocrossing *a division of Velocity Servers Inc.*

limits on the Customer's account, or a bandwidth throttle, to prevent disruption of service to other customers.

Colocrossing will make all attempts to contact Customer prior to applying any traffic-slowing restriction to the Customer's account.

8. Use of other organizations' networks or computing resources is subject to their respective permission and usage policies.
9. Use of Colocrossing's hosting services could involve listing subscriber's participation in relevant directories, and subscriber expressly grants permission for such listings.
10. Transferring your domain to another provider does not constitute canceling your account with Colocrossing. You must notify Colocrossing to formally cancel your account to avoid further charges.
11. On occasion, Colocrossing may have a need to communicate with Customer through e-mail issues related to billing, as well as changes, additions and modifications to the network. It is the responsibility of the Customer to check e-mail sent to the e-mail address listed with Colocrossing.
12. It is the responsibility of the Customer to contact Colocrossing of any changes to their account, such as phone number, address, credit card information, etc. Customer will be required to provide verification for security purposes authorizing them to make any changes to that account.
13. All domain name registrations may be automatically renewed 30 days prior to expiration unless the Customer requests otherwise in writing, and this communication is acknowledged by Colocrossing. Colocrossing is not responsible for, and makes no guarantee to notify the Customer of an impending renewal or expiration of domain services. Any renewal notice that may be received does not guarantee that the domain will not be renewed nor does it guarantee that the Customer will have the ability to stop the renewal subsequent to 30 days prior to the expiration of the domain. The Customer is responsible for maintaining knowledge of all services purchased from Colocrossing.
14. Equipment provided as a "dedicated server" or other rental product is provided with a manufacturer/distributor hardware warranty that includes replacement of any parts that may fail during the normal course of operations during the product's warranty term. When technicians replace a hard drive under this warranty, the customer is entitled to a free reinstallation of the base operating system of the server. Except in cases where managed backup service is provided, Customer is responsible for the restoration of any customer applications or data.



Colocrossing *a division of Velocity Servers Inc.*

15. At Customer's request, Colocrossing's technicians may attempt to perform a data recovery from a failing drive; all time spent performing this operation (whether successful or unsuccessful) will be billed at Colocrossing's standard hourly System Administrator rate. If a data recovery attempt is performed at Customer's request, Colocrossing disclaims any and all responsibility for loss of data on the drive.

Customer acknowledges that the results of a data recovery attempt are unpredictable, and further survivability of any remaining data is not guaranteed.

Spam and Content: Acceptable Use Policies

1. Services provided to the Customer by Colocrossing may only be used for lawful purposes. Transmission or publication of any information, data or material in violation of any U.S. Federal or state regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trade secret or any other statute, threatening material or obscene material. Colocrossing reserves the right to remove any and all materials which infringe on copyright work. Such materials may be removed at any time upon receiving a complaint and or notice of copyright infringement per published DMCA compliance policy. Colocrossing agrees that in except for extreme cases, customers will be contacted prior to disconnection of service. In order to preserve the quality and integrity of the Colocrossing network, the hosting of "IRC" or "Shell" servers is not permitted.

2. Customer agrees not to transmit, promote, or otherwise make available any software, product or service that is either illegal or violates this agreement. Such software, products or services include, but are not limited to, programs designed to send unsolicited advertisements (i.e. "spamware") and services which send unsolicited advertisements.

3. Customer shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof.

4. Use of Colocrossing's connection in a manner that is disruptive, damaging, unlawful, offensive, or intrusive as determined by Colocrossing shall be considered a breach of this Policy and may result in cancellation of service.

5. Under no circumstances shall resources be utilized to transmit or distribute unsolicited bulk email ("UBE", "spam"). Likewise, the sending of UBE from another service provider advertising a website, email address, services, or utilizing any resources hosted on Colocrossing's network is prohibited.



ColoCrossing *a division of Velocity Servers Inc.*

6. Customer must maintain an abuse role account e-mail address, "abuse@colocrossing.com" per RFC 2142. This address should be exempt from spam filtering and will be used as Colocrossing's point of contact for communicating violations of Colocrossing's terms of service.

Customer Responsibility for Customer's Users

1. All customers of Colocrossing are responsible for the actions of their users and agree to ensure that their users abide by the rules set forth above. Complaints received for customers or users of Colocrossing customers will be forwarded to the Customer contact on record by Colocrossing. Acknowledgment and satisfactory resolution must be achieved within 48 hours of initial notice. Colocrossing reserves the right to suspend access to content deemed inappropriate such as phishing scheme landing pages immediately after sending customer notification. Repeat violations will not be tolerated.

Billing

1. All services are recurring unless otherwise agreed upon. This excludes maintenance related one-time charges.

2. Customers are required to submit proper cancellation requests via the Colocrossing online billing center. Requests for service removal will be applied to the next billing date should the request come after six days prior to the invoice due date.

3. Support services are billable at \$125.00 per hour at fifteen minute increments. All support requests are eligible for billable time.