

SOCOLO.NET Service Agreement

SOCOLO.NET agrees to provide and the User agrees to receive access to the Internet dial-up service or ESL/DSL Service according to the following terms and conditions:

1. All provisions of SOCOLO.NET's Service Agreement ("Agreement") apply to the User's Principal Account and all Associate Accounts billed to the Principal Account.
2. The benefits of or rights conferred by this agreement are non-transferable. Use of SOCOLO.NET accounts is expressly limited to the individual or business whose name appears on the account and dependents of the account holder living at the same address. This is to include the User reselling of the services provided by SOCOLO.NET without the express written consent of SOCOLO.NET.
3. User agrees to use the service in a manner consistent with any and all applicable laws.
4. User agrees to follow the Acceptable Use Policy of any network that a user connects to, including SOCOLO.NET's system.
5. If User is less than 18 years of age, this Agreement must be signed by a parent or legal guardian, who is responsible for all charges related to the use of the User's account(s).
6. Use of SOCOLO.NET for advertising or promotion of a commercial product or service without the express, written consent of SOCOLO.NET is expressly prohibited.
7. The User is responsible for all use of the User's account(s) and confidentiality of password(s). SOCOLO.NET will suspend access or change password(s) for access to the User's account(s) immediately upon notification by User that his/her password has been lost, stolen or otherwise compromised.
8. User is responsible for all local or long-distance telephone charges for connecting to SOCOLO.NET.
9. The User agrees to pay SOCOLO.NET all charges relating to the use of the User's account(s) according to rates and prices published online at the time the service is used. Online rates and prices are incorporated into this agreement by reference. The User is also responsible for monthly storage charges as described online at SOCOLO.NET.
10. Access is subject to credit limits established by the issuer of User's credit card and/or by SOCOLO.NET. A credit limit is applied to all accounts. User's access to service may be suspended if User exceeds his/her credit limit unless prior arrangements have been made.
11. The User is responsible for charges at the time the service is used and SOCOLO.NET may apply the amount due to the User's credit card at any time. SOCOLO.NET reserves the right to change prices on 30 days notice as published online.
12. SOCOLO.NET reserves the right to suspend access to service for a User's account(s) upon an indication of credit problems including delinquent payments or rejection of any credit card charges.
13. **THE SOCOLO.NET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO SOCOLO.NET OR ANY INFORMATION OR SOFTWARE THEREIN. THIS "NO WARRANTY" EXPRESSLY INCLUDES ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY SOCOLO.NET OR ITS PROVIDERS. "THIS PROVISION LIMITS SOCOLO.NET'S LIABILITY"**
14. **Neither SOCOLO.NET nor its Information Providers are responsible for any damages arising from the User's use of FONT.NET, or by the User's inability to use SOCOLO.NET's Dial-up service. "THIS PROVISION LIMITS SOCOLO.NET'S LIABILITY"**
15. SOCOLO.NET reserves the right to change without notice the SOCOLO.NET service, including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, vendors, and services offered.
16. **SOCOLO.NET is not responsible for the User's personal files residing on SOCOLO.NET. The User is responsible for independent backup of his/her data stored on SOCOLO.NET. "THIS PROVISION LIMITS SOCOLO.NET'S LIABILITY"**
17. SOCOLO.NET reserves the right to delete User's personal files after one or both parties terminates this agreement.
18. SOCOLO.NET reserves the right in its sole discretion to delete any information entered into SOCOLO.NET by User. SOCOLO.NET and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information.
19. **THE USER HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON SOCOLO.NET THROUGH USER'S ACCOUNT(S) DOES NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING OBSCENE OR LIBELOUS. "THIS**

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20. SOCOLO.NET, at its sole business judgment, may terminate this membership Agreement immediately or suspend the User's access to the service upon any breach of this membership Agreement by the User, including, but not limited to, refusal or failure to pay for services provided or by sole judgment of SOCOLO.NET that the User may be performing activities harmful to SOCOLO.NET or its Users, employees, vendors, business relationships, or any other users of the Internet.
21. Due to the public nature of the Internet, all e-mail is considered publicly accessible and important information should be treated carefully. SOCOLO.NET is not liable for protection or privacy of electronic mail and information transferred through the Internet.
22. SOCOLO.NET reserves the right to terminate access to service for any User account which has been inactive for 6 months.
23. Use of distribution lists in electronic mail or other mass electronic mailings is subject to approval of SOCOLO.NET.
24. This Agreement shall be governed by the laws of the State of Colorado.
25. SOCOLO.NET may modify these terms and conditions upon notice published online via SOCOLO.NET. The User's use of SOCOLO.NET services after such notice shall constitute User's acceptance of the modifications to this Agreement.
26. Non-enforcement of any section of this Agreement does not constitute consent and SOCOLO.NET reserves the right to enforce this Agreement at its sole discretion.
27. If any one or more paragraphs in this Agreement is found to be unenforceable or invalid, User's and SOCOLO.NET's agreement on all other paragraphs shall remain valid.
28. Web pages included in accounts are specifically designated and shall be monitored by SOCOLO.NET for compliance. SOCOLO.NET reserves the right to assess appropriate account type fees in the event the user publishes pages contrary to the stated account web page type, e.g. personal pages used in a commercial manner.
29. **LIMITATION OF LIABILITY: Our DSL/ESL Network is shared by all users; therefore connection speeds can not and are not guaranteed. This network is an always-on network, meaning that when your computer is turned on you are connected to the Internet. SoCoLo.net will not be held responsible in the event an Internet Hacker gains access to your computer. We recommend our customers install either a software or a hardware firewall on their computers to provide themselves the best possible protection from hackers. "THIS PROVISION LIMITS SOCOLO.NET'S LIABILITY"**