

A C C E P T A B L E U S E P O L I C Y T E R M S O F S E R V I C E

NBBIT has designed this Acceptable Use Policy ("AUP") and Terms of Service ("TOS") with a view towards enhancing the use of NBBIT's hosting Services and equipment (each separately and collectively, the "Service" or "Services") by our clients/subscribers and their end users (collectively, "you") by designating standards for acceptable use, standards for prohibiting unacceptable use and rules and regulations to abide by in order to use NBBIT's Services. All clients/subscribers of the Service (anyone who uses or accesses the Service) must comply with, and shall be bound by the terms of, this AUP/TOS.

Prohibited Activities. For the benefit of all of NBBIT's clients/subscribers, as a condition of the Service, NBBIT prohibits the following activities:

1. Unlawful or Improper Use of the Service. You may not use the Service in a manner prohibited by any applicable laws or regulations. Without limiting the foregoing, you may not use the Service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any NBBIT property, or in any way that directly or indirectly interferes with or disrupts our network or adversely affects another's use or enjoyment of any Service, including other NBBIT clients/subscribers. You may not use or attempt to use the Service in any manner such as to avoid incurring charges for or otherwise being required to pay for such usage. You may not circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not interfere or attempt to interfere with any Services to any user, host, or network ("denial of Service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a Service, and attempts to "crash" a host. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with (or which does interfere with) any server or a user's session, by any means, locally or via the Internet. The Service is intended for periodic, active use. You may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is prohibited.

2. Excess Utilization of Network Resources. The excessive use or abuse of NBBIT's network resources by one subscriber may have a negative impact on all other clients/subscribers. Accordingly, you may not use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in NBBIT's sole discretion. Such prohibited actions include, but are not limited to: continuously uploading or downloading streaming video or audio, or continuous FTP uploading or downloading.

3. Intellectual Property Infringement. You may not use the Service to store, transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right of any party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, or the unauthorized transmittal of copyrighted software.

4. Objectionable Material. You may not use the Service to store, post, transmit, or disseminate material or information that is unlawful, harmful, threatening, abusive, harassing, libelous or defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, national, or international law, order, rule, or regulation.

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5. Junk E-mail. You may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, or fax blasting (collectively, "Spam"). NBBIT considers any unsolicited bulk email to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information. An e-mail may be "unsolicited" for purposes of this AUP/TOS if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.

6. Fraudulent Activity. You may not use 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", or "chain letters." You may not use techniques to hide or obscure the source of any e-mail or other communication.

7. Impersonation. You may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.

8. Software Viruses. You may not use the Service to upload files or transmit any material that contains viruses, worms, Trojan Horses time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties.

9. Collecting Information. You may not use the Service to store or collect, or attempt to store or collect, personal information about third parties without their prior knowledge and consent.

10. Use of Your Account by Others. You may not, through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited by this AUP/TOS. 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 the Service in an illegal or improper manner or for any purpose or in any manner prohibited by this AUP/TOS.

11. Reselling. You may not directly or indirectly sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service without NBBIT's prior written consent.

Security Precautions. You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

Illegal and Fraudulent Activity. You acknowledge and agree that NBBIT may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Clients/Subscribers who violate systems or network security may incur criminal and/or civil liability. NBBIT may immediately suspend or terminate Your Service if NBBIT suspects abuse or fraudulent use of the

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Service, interference with our network, or violation of the AUP/TOS, and may notify the appropriate authorities if it reasonably believes that such abuse or fraudulent use is in violation of applicable law. You must cooperate with NBBIT in any fraud investigation and use any fraud prevention measures that NBBIT prescribes. Your failure to provide reasonable cooperation may result in your liability for all fraudulent usage.

Billing and Payments: You agree to supply appropriate payment for the Services received from NBBIT. For monthly hosting accounts payment is charged in advance of the time period during which such Services are provided. You agree that until and unless you provide NBBIT with 30 day advanced written notice of your intent to terminate, those Services will be billed on a recurring basis.

Support Services: Support of your NBBIT-hosted website and email Services will be provided by NBBIT support staff between the hours of 8:00am and 5:00pm Monday through Friday, excluding national holidays at the standard hourly rate of \$80.00/hour. (Weekend/Holiday support Services are billed at \$150.00/hour.)

Cancellation for lack of payment: Any account that has unpaid invoices that are more than 60 days outstanding may be terminated at any time. Before NBBIT will terminate any account for lack of payment NBBIT will send no less than 2 payment request emails to the account holder.

Termination of Data and Customer Privacy: For your privacy, all data and files from terminated and canceled accounts are immediately deleted and purged from our servers. This includes any and all back-ups. Please make sure to back up all your files and data before canceling your NBBIT account.

Violations of AUP/TOS. In the event that you violate this AUP/TOS, NBBIT may, without limitation, restrict your access to NBBIT's network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or immediately suspend or terminate your Service. In the event of termination of your Service, all applicable termination charges may apply. Except as expressly provided herein, the rights and remedies of NBBIT are cumulative and not exclusive of any rights or remedies that NBBIT may otherwise have at law or in equity. Waiver of any violation of this AUP/TOS by NBBIT shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by NBBIT in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. NBBIT has the right but not the obligation to monitor or restrict any uses of the Service that NBBIT believes in its sole discretion violates this AUP/TOS or applicable law. You are solely responsible for all content that you transmit or receive utilizing the Service and are responsible for abuse of your account by others.

Privacy; Monitoring the Service, Policy Management. NBBIT is under no obligation to monitor the Service, but NBBIT may do so from time to time in its discretion. Without limiting any other right of NBBIT under this AUP/TOS, NBBIT may disclose any information regarding you or your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, orders, or governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect NBBIT's property or legal interests and those of its clients/subscribers. To protect its customers and its network NBBIT may, without limitation, block and allow traffic types as we see fit at any time.

Website Content. As stated in your contract agreement, you are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (the

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“Content”) contained within your Web Site and are further responsible for obtaining any third-party consent or permission required for the use thereof. NBBIT does not inspect the Content of its clients'/subscribers' Web Site and, as such, does not guarantee the accuracy, integrity, security, or quality of such Content. NBBIT disclaims any liability for the security of any Content posted on your Web Site; all such Content is stored at your risk. NBBIT may, in its sole discretion, terminate your Web Site, and/or remove any Content contained on your Web Site for any reason, including, without limitation, lack of use, or the reasonable belief that you have violated this AUP/TOS. You acknowledge that NBBIT will not be liable to you or to any third party for any modification, suspension, or discontinuance of your Web Site.

Reporting Violations. NBBIT requests that any person who becomes aware of a violation of this AUP/TOS report the information to NBBIT at info@NBBIT.com. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. NBBIT may take any appropriate action as it deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend the subscriber's account; terminate the subscriber's account; bill the subscriber for administrative costs and/or reactivation charges; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

Notices and Procedure for Making Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2) (as amended), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. Note that inquiries relevant to the following procedure only will receive a response.

Revisions; Reservation of Rights. NBBIT reserves all rights including the right to revise, amend, or modify this AUP/TOS or any other Policy at any time, and any such revisions will be effective ten (10) days after posting on NBBIT's website. You agree that your continued use of the Service after the effective date of any such revision, amendment or modification will constitute your acceptance thereof and you shall thereafter be bound by the terms of this AUP/TOS, as revised, modified or amended. IT IS YOUR RESPONSIBILITY TO CHECK NBBIT'S WEBSITE REGULARLY, AS ALL OR ANY PART OF THIS AUP/TOS MAY CHANGE WITHOUT NOTICE.