

Date of Agreement:

END USER SERVICE AGREEMENT

This Agreement is between

i-snapshot Ltd of 3 Startforth rd., Riverside Park Middlesbrough TS2 1PT (“**Supplier**”)

and

[*Customer name*] of [*Customer address*] (“**Customer**”)

- (1) The Supplier provides software which enables a user to record and manage its sales activity to provide an online service for the management and tracking of sales activity.
- (2) The Customer wishes to obtain provision of the online service from the Supplier and the agreement set out below comprises the terms on which that service will be delivered.

In this Agreement, the following words have the following definitions:

Acceptable Use Policy	means the policy for the acceptable use of the Service as set out in Schedule 3.
Effective Date	means the date of the Sales Agreement.
Intellectual Property Rights	means (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in confidential information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
Scoping Document	means the document setting out the scope of the Customer's Service requirements, in the format currently provided by the Supplier and subject to amendment from time to time.
Service	means the Supplier service as referred to in clause 1.
Set Up Charge	means the fee set out in the Sale Agreement.
User Account	means the Customer's Service account.
Users	means the individuals properly granted access by the Customer and the Supplier to the Service, via a mobile phone device that has been registered with the Supplier.
You	means the Customer and/or any User, as the context so admits.

1. Service Description

Details of the Service are set out at Schedule 1. The Supplier shall provide the Service in accordance with the service levels as set out in Schedule 1. The Supplier may at its sole discretion modify the Service from time to time provided that such modified Service will perform similar functions and to a similar standard.

2. Service Responsibilities

- 2.1 The Customer shall provide the Supplier with a Scoping Document which shall become part of this Agreement once completed.
- 2.2 The Supplier grants the Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for the Customer's own internal business purposes, subject to the terms and conditions of this Agreement.
- 2.3 The Customer is responsible for all Users and all activity occurring under and via the Customer's User Account and shall comply with and procure knowledge of and compliance with all the terms of the Acceptable Use Policy by its Users.
- 2.4 The Customer shall not: (i) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (ii) attempt to gain unauthorized access to other Service accounts or their related systems or networks; (iii) impersonate another customer of the Supplier, or provide false identity information to gain access to or use the Service; (iv) load any program or virus that could be harmful to the Service; (v) store, reproduce, transmit, communicate, or disseminate any topic, name, material or information which is offensive, racist, abusive, indecent, defamatory, or obscene; or (vi) post, transmit or link to any sexually explicit material, all as set out further in the Acceptable Use Policy.
- 2.5 The Customer shall: (i) notify the Supplier immediately of any loss or theft of any relevant mobile device or any other known or suspected breach of security; (ii) report to the Supplier immediately and use reasonable efforts to stop immediately any illegal copying or distribution of any part of the Service or its Customers' content; and (iii) abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Customer's and Users' use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

3. Account Information and Data

- 3.1 The Supplier does not own the data, information or material that the Customer submits to the Service in the course of using the Service. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all data submitted via the Customer's User Account. The Customer is responsible for keeping a backup of such data.
- 3.2 The Supplier and the Customer agree to abide by the provisions of the Supplier's data protection policy set out in Schedule 2.

4. Intellectual Property Rights

- 4.1 The Supplier alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Supplier technology, the Supplier content, the Service, the Supplier's trade-marks and domain name rights, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer or any other party relating to the Service. The Supplier name, the Supplier logo, and the product names associated with the Service are trademarks of the Supplier or its licensors, and no right or license is granted to use them.
- 4.2 In the event of any third party claim that the Customer by using the Service has infringed another's intellectual property rights the Supplier will at its expense conduct any defence or settlement on condition that the Customer promptly and in any event within 5 working days notifies to the Supplier in writing upon becoming aware of any such claim, grants the Supplier sole conduct of and sole benefit of any award of costs or damages arising from any negotiations or proceedings in relation to such claim and at the Supplier's reasonable cost fully co-operates with and provides to the Supplier all such assistance as may be reasonably required in connection with such negotiations or proceedings.

5. Charges and Payment of Fees

- 5.1 Details of the fees on the Effective Date for the use of the Services are set out in the sales agreement.
- 5.2 The Customer shall pay all fees or charges for the Service in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The Supplier reserves the right to modify its fees and charges and to introduce new charges at any time, upon giving the Customer not less than 30 days prior notice, and such modified fees and charges shall be charged to the Customer commencing from the next anniversary of the Effective Date following expiry of such notice. Unless the Service is terminated in accordance with clause 7, this Agreement will automatically renew and the Supplier shall issue an invoice to the Customer each year on the anniversary of the Effective Date.
- 5.3 The Customer may add additional Users at any time during the term. Additional Users will be added subject to the following conditions: (i) additional Users' access to the Service will be coterminous with the pre-existing term; (ii) the additional fee for each of the additional Users will be the then current, generally applicable User fee pro rated for the remaining period of the year; and (iii) Users added in the middle of a billing month will be charged for in full for that billing month. The Customer may reduce the number of Users by giving not less than 90 days advance notice to expire on an anniversary of the Effective Date.
- 5.4 Fees for other services will be charged on an as-quoted basis.
- 5.5 The Customer is responsible for all taxes associated with this Agreement or the Customer's use of the Service or any data (other than taxes based on the Supplier's net income). If the Supplier is required to pay any such taxes, the Customer will, upon receipt of the Supplier's invoice, reimburse the Supplier for any such taxes paid by the Supplier. The Customer is not required to reimburse any taxes paid by the Supplier from which the Customer itself is legally exempt.
- 5.6 The Supplier shall be entitled to set off any charges due from the Customer against any charges due to the Customer.
- 5.7 The Customer shall pay all fees and charges payable to the Supplier on the due date and shall have no right to set-off, deduct or retain any amount payable to the Supplier for any reason whatsoever save where the Supplier has issued a prior credit note for the amount in question.
- 5.8 All fees set out in the Sales Agreement are exclusive of any sales taxes, duty or like charges under the laws of the Territory, which, where applicable, shall be added at the prevailing rate to any invoiced amounts.

6. Non-Payment and Suspension

- 6.1 In addition to any other rights, the Supplier reserves the right to suspend or terminate this Agreement and the Customer's access to the Service if the Customer's account falls into arrears. Accounts in arrears are subject to a late payment interest charge on any outstanding balance, which is the lower of one and one-half percent (1.5%) per month or the maximum rate otherwise provided by law, plus all reasonable expenses of collection. The Customer will continue to be charged during any period of suspension.
- 6.2 The Supplier reserves the right at its sole discretion to charge a reconnection fee to the Customer in the event the Customer account is suspended, and the Customer thereafter requests access to the Service. In that event, such access shall be subject to prior receipt by the Supplier of payment in cleared funds of the reconnection fee from the Customer.
- 6.3 The Customer agrees and acknowledges that the Supplier has no obligation to retain the Customer's data and that such data may be irretrievably deleted if the Customer's account is 30 days or more in arrears.

7. Termination and Reduction in the number of Users

- 7.1 This Agreement commences on the Effective Date, is subject to the minimum term set out in the Sale Agreement and shall continue thereafter unless terminated by either party giving not less than 90 days advance notice to expire no sooner than the first anniversary of the Effective Date. In the case of free trials and pilots, notifications provided through the Service indicating the remaining number of days in the trial shall constitute notice of termination, but such notifications shall be without prejudice to the right of the Supplier in its sole discretion to terminate a free trial at any time for any reason.
- 7.2 Either party may terminate this Agreement immediately by written notice to the other where: (i) the other party commits a material breach of this Agreement which it fails to remedy (if remediable) within 30 days after the service of notice requiring it to do so; or (ii) the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under the laws of any jurisdiction to which it is subject, becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or is wound up or liquidated whether voluntarily or otherwise.

8. Consequences of Termination

- 8.1 Upon termination for any reason all rights granted to the Customer under this Agreement including the licence granted in clause 2.2 shall cease and the Customer shall immediately pay to the Supplier without set-off, retention or deduction any sums due under this Agreement.

- 8.2 In the event this Agreement is terminated (other than by reason of the Customer's breach), the Supplier will make available to the Customer a file of the Customer's data within 30 days of termination if the Customer so requests at or within 20 days of the time of termination. The Customer agrees and acknowledges that the Supplier has no obligation to retain the Customer's data, and may delete such data at any time following 30 days from the effective date of termination.
- 8.3 Termination of this Agreement shall be without prejudice to any claims for antecedent breach of contract or to any other rights or liabilities accrued at the date of termination.

9. Confidentiality

- 9.1 The Service contains information confidential to the Supplier. The Customer shall; (i) keep confidential any materials associated with the Service and limit access to the same to those Users who either have a need to know or who are engaged in the Service in accordance with this Agreement, (ii) maintain an up to date written record of the number and full names of all Users, and the mobile telephone numbers for all registered mobile phone devices and upon request forthwith produce such record to the Supplier, (iii) notify the Supplier immediately if the Customer becomes aware of any loss of or unauthorised use of the whole or any part of any materials or mobile phone devices associated with the Service by any third party, and (iv) take all reasonable precautions to protect the confidential information and intellectual property rights of the Supplier in any materials or mobile phone devices associated with the Service.
- 9.2 The Customer shall inform all Users that the Service and any materials associated with the Service contains information confidential to the Supplier and the Customer shall take all such steps as shall be necessary to ensure compliance by all Users with the provisions of this clause 9.
- 9.3 To the extent that the Supplier receives any information from the Customer in connection with the Services being offered under this Agreement, which information by its nature will be deemed as confidential, the Supplier shall keep such information confidential and shall (i) limit access thereof to those who either have a need to know or who are engaged in the Service in accordance with this Agreement, (ii) notify the Customer immediately if the Supplier becomes aware of any loss of or unauthorised use by any third party of the whole or any part of any Customer information associated with the Service, and (iii) take all reasonable precautions to protect the confidential information, as well as any intellectual property rights of which it has received actual notice, of the Customer in any materials or mobile phone devices associated with the Service.”

10. Warranty and warranty disclaimer

The Supplier warrants that the Service shall be provided with reasonable skill and care. To the maximum extent permitted by law, except as provided expressly herein, the Service and any data made available by the Supplier through the Service are provided on an “as is”, “as available” basis, and the entire risk as to use, satisfactory performance, accuracy sufficiency and effort lies solely with the Customer. Except for any express warranties set forth in this Agreement, the Supplier expressly disclaims and makes no representations or warranties of any kind, whether express, implied or statutory, including without limitation any implied or other warranties: (i) of merchantability, of fitness for a particular purpose, non-infringement, workmanlike effort, quality, accuracy, timeliness, completeness, reliability, title, quiet enjoyment, no encumbrances, no liens, or system integration; (ii) conformance to any demonstration or promise by the Supplier; (iii) arising through course of dealing, course of performance or usage of trade, or (iv) that access to or use of the service or any such data will be uninterrupted, error free or completely secure. The Supplier also makes no warranties with respect to any third party software products that may be used or provided for use in connection with the Service. There are no warranties that extend beyond the face of this Agreement.

11. Limitations of liability

- 11.1 **Excluded damages.** The Customer agrees that in no event will the Supplier (or its licensors) be liable for any indirect, special, consequential, incidental, punitive or exemplary loss or damages (including lost profits, loss of business, business interruption, loss of data, or other similar loss or damages) arising from or related to this Agreement, the Service, or the data (or any part thereof), even if such loss or damage was reasonably foreseeable or the Supplier had been advised of the possibility of such loss or damages.
- 11.2 **Maximum aggregate liability.** The Customer further agrees that in no event will the maximum aggregate, cumulative liability of the Supplier arising from or related to this Agreement, the Service, and the data (or any part thereof) exceed the Customer's actual direct damages, if any, up to the fees paid to the Supplier hereunder during the three hundred sixty five days preceding the earliest event giving rise to the liability. Recovery of damages up to such amount shall be the Customer's sole and exclusive remedy.
- 11.3 In the event that the Supplier fails to make the Website (as defined in Schedule 1) accessible to the Customer for 99% of the time in any 12 week period, the Customer's sole remedy shall be a retrospective refund (whether by way of credit note or otherwise at the Supplier's discretion) of 1% of the monthly fee per User for each full day in the said period for which such failure subsisted.
- 11.4 Nothing in this Agreement shall purport to limit the Supplier's liability for personal injury or death caused by the Supplier's negligence or any liability for deceit or fraudulent misrepresentation.

12. General

- 12.1 All rights not expressly granted to the Customer are reserved by the Supplier and its licensors.
- 12.2 The Supplier may give the Customer written notice by hand at or by first class prepaid post to the Customer's address as set out in this Agreement or electronically via facsimile to the facsimile number or via email to the email account notified from time to time by the Customer. The notice shall be deemed to have been received: in the case of first class prepaid post, three working days after the day of despatch; in the case of notice by facsimile or email, at the time of transmission or sending respectively; if given by hand, upon delivery.

- 12.3 This Agreement may not be assigned, novated or transferred by the Customer. The Supplier may transfer, novate, assign, or otherwise dispose of this Agreement at any time upon giving the Customer written notice.
- 12.4 The Supplier shall be entitled to make non-material changes to the Agreement at any time upon giving the Customer notice. Material changes may be notified to the Customer at any time, but shall not take effect until the next anniversary of the Effective Date following the Supplier giving the Customer such notice, except where such change is required due to any amendment in law, regulation, treaties or otherwise or to prevent any apprehended or to remedy any actual infringement of any third party's intellectual property rights in which case the change shall have effect on such date as is specified by the Supplier or, in the absence of such specification, immediately.
- 12.5 In the event of, but without limitation, national emergency, war, prohibitive governmental regulation, labour disputes or any other cause beyond the reasonable control of the parties ("Force Majeure Event") the obligations of the parties shall be suspended for so long as and to the extent that the Force Majeure Event renders performance of this Agreement impossible.
- 12.7 This Agreement is governed by the laws of the Territory. Any dispute arising from, or related to, any term of this Agreement shall be subject to the exclusive jurisdiction of the courts of the Territory.
- 12.8 This Agreement supersedes all previous agreements or representations, written or verbal, and represents the entire understanding between the Supplier and the Customer regarding the subject matter.

Schedule 1- Service and Service Level Description

The Supplier will configure the system following receipt of the Scoping Document from the Customer to receive texts from the individuals and their mobile devices, as defined by the mobile device number, as supplied by the Customer. The Supplier relies entirely on the details supplied and subsequent updates received from the Customer. All texts received by the Supplier will be validated against the format agreed with the Customer and active at that time, texts that do not match the agreed format will notified to the sender at the Customer's cost.

The Supplier will display the received texts at www.i-snapshot.com (the "Website") and apply its standard suite of analytics, applicable at the time. Access to the Website will be granted in accordance with the list and levels agreed with the Customer.

The Supplier will allow the Customer to send texts to the designated mobile devices from the Website at its own cost as set out in schedule 2.

Support

The Response time for technical support shall be between the hours of 9am and 5pm [*insert time zone*] Monday through Friday (excluding public holidays) ("Working Hours"). The Supplier will make commercially reasonable efforts to initially respond within 8 Working Hours and where possible sooner. Both parties acknowledge that it may not be possible to respond to or to remedy a fault within 8 Working Hours, but the Supplier will use its commercially reasonable efforts to remedy a fault as quickly as it is able.

Availability

The Website shall be available for access by the Customer 99% of the time in any 12 week period excluding:

- planned maintenance activities;
- acts or omissions of the Customer;
- attacks on the Website, including but not limited to hacking, denial of service attacks and introduction of viruses or any other disabling devices;
- non-availability of the Internet for the Customer or the Supplier; and
- any other events outside the Supplier's control.

Schedule 2 - The Supplier's Data Protection Policy

Provision of Personal Data

As a result of the operation of the Services, the Supplier may be provided with and process personal data about the Customer, the Customer's Users, the Customer's customers and potential customers.

This Data Protection Policy sets out the principles governing the Supplier's processing and use of such personal data that you provide to the Supplier. By accessing and using the Services the Customer and the Customer's Users agree to the processing, storing and using of such personal data in accordance with the principles set out in this Data Protection Policy.

Data Protection Principles

Any personal data collected, recorded or used in any way by the Supplier whether it is held on paper, on computer or other media will have appropriate safeguards applied to it. The Supplier agrees that it shall adhere to the principles that personal data must be:

- fairly and lawfully processed
- processed for specified and lawful purposes and not in any other way which would be incompatible with those purposes
- adequate, relevant and not excessive
- accurate and kept up to date
- not kept for longer than is necessary
- processed in line with the data subject's rights
- kept secure
- not transferred to a country that does not have adequate data protection laws.

In order to meet the requirements of the principles, the Supplier will:

- observe the conditions regarding the fair collection and use of personal data;
- meet its obligations to specify the purposes for which personal data is used;
- collect and process appropriate personal data only to the extent that it is needed to fulfil operational needs or to comply with any legal requirements;
- ensure the quality of personal data used;
- apply strict checks to determine the length of time personal data is held;
- take appropriate security measures to safeguard personal data; and
- ensure that personal data is not transferred abroad without suitable safeguards.

Where the Supplier requests and collects any personal data about the Customer or the Customer's Users or customers, it will inform them why it is collecting their data and what it intends to use it for.

Where the Supplier requests and collects any sensitive data, it will take appropriate steps to ensure that it has the explicit consent to hold, use and retain such information.

User and Customer Personal Data

Unless otherwise agreed in writing the Customer remains the 'Data Controller' and as such is required to ensure the security of the personal data held or processed by the Supplier on behalf of the Customer's Users, customers or potential customers. In order to facilitate this, the Supplier has taken steps to safeguard data held and processed by it on the Customer's behalf, and these include:

- Adopting and implementing an information security policy
- Putting in place physical and logical security controls on all data
- Controlling access to information
- Having a business continuity plan
- Training staff on security systems and procedures
- Ensuring all staff understand and accept the security policy as part of their terms of employment
- Maintaining ISO9001 quality procedures

The Customer shall only provide information and/or personal data of its Users, customers or potential customers to the Supplier which has been given with the appropriate consent of the individual to which such data relates.

Disclosure

Save for where detailed below, the Supplier will not reveal to any external organisation any personal data provided to it unless it has previously informed the Customer that this will happen through disclosures or Agreement, and where the Supplier has been provided with the Customer's authority to do so.

The Customer agrees that the Supplier may disclose any personal data requested or required relating to the Customer, or if relevant, any of the Customer's Users, customers or potential customers:

- to any regulatory authority to which the Supplier is subject, or to any person empowered to require such information by or under any legal enactment;
- in the event that the Supplier sells or buys any business or assets, to the prospective seller or buyer of such business or assets to the extent that disclosure is reasonable and necessary;
- to a third party, where the Supplier or substantially all of its assets are acquired by such third party, where personal data held by the Supplier about its Users and customers will be one of the transferred assets.

Changes to our Privacy Policy

Any changes we may make to this Data Protection Policy in the future will be notified to you in writing.

Schedule 3 - Acceptable Use Policy

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("**AUP**") sets forth the Supplier's policy on the acceptable use of the Service. This AUP is intended to protect the Supplier, the Service and its users, and the Internet community generally, against improper or illegal activities. You are responsible for complying at all times with this AUP, as well as with any posted modifications to this AUP. If you do not accept this AUP, you may not access or use the Service or any of the Supplier's services.

You are only authorized to use the Service for legal purposes and activities. You may not use the Service for any unlawful, improper or criminal purpose or activity.

The examples of prohibited conduct listed below in this AUP are not intended to be exhaustive. You must exercise caution, good sense and proper judgment in using the Service.

Intellectual Property Rights

The Supplier respects the intellectual property rights of others, and expects you to do the same. You are prohibited from using the Service to infringe any person's copyrights or other Intellectual Property Rights. Any confidential or proprietary information that you transmit or receive using the Service is at your sole risk and liability. You shall not:

- Post, send, display, distribute, or execute any content, including, without limitation, text, graphics, images, music, recordings, computer programs, links, frames, and “meta tags,” that violates any copyright, right of publicity, patent, trademark, mask work, trade secret or other Intellectual Property Rights of any other party;
- Delete or alter author attributions, or any copyright, patent, or trademark notices, unless expressly permitted in writing by the owner; or
- Violate the terms of applicable software or other licensing agreements.

Be advised that it is the Supplier's policy to terminate the accounts of repeat infringers of copyright and other intellectual property rights, and that you may be ordered by a court to pay money damages to the rightful owner of any intellectual property rights you violate.

You Shall NOT Compromise the Security of the Service

You are prohibited from violating, or attempting to violate, the security or integrity of the Service, or to use the Service to violate the security or integrity of any other system. Any acts in that regard may result in criminal and civil liabilities to you. The Supplier may investigate any alleged violations, and, if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations.

Prohibited violations of the security or integrity of the Service include, but are not limited to, the following:

- Attempting to log into or otherwise obtaining or seeking to obtain unauthorized access to any account or computer system. This includes, for example: (i) accessing data or information not intended for you or your use, (ii) attempting to probe, scan, or test the vulnerability of any system, subsystem or network, and (iii) tampering, hacking, modifying or otherwise corrupting, circumventing or breaching security or authentication measures without proper authorization;
- Interfering with or attempting to interfere with service to any user, host, or network, whether by use of any program, script, command, or otherwise. This includes interfering with service to any user, host, or network by means of overloading, “flooding,” “mailbombing,” or “crashing” any computer system, or causing a user’s screen to “scroll” faster than the user is able to follow to type to it, “trapping” users at any URL or site, or taking any action that has a similarly disruptive effect as any of the foregoing;
- Transmitting material that contains viruses, trojan horses, worms, time bombs, cancelbots or any other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer’s functionality or the operation of the Service; and
- Interfering with, intercepting or expropriating any system, data or information.

You are entirely responsible for maintaining the confidentiality of your password and account information, and for any consequences of your failure to do so.

“Spam” and Other Unsolicited Communications

Unsolicited messages are not only annoying to Internet users, they can increase your costs and degrade the service you and others receive by clogging the Service, rendering portions of the Service inaccessible, and potentially leading to down-time of applications.

You are prohibited from “spamming”, “mailbombing”, or from otherwise transmitting the same or similar unsolicited e-mail messages, bulk commercial advertising, or chain letters to e-mail groups (which are two or more e-mail addressees aggregated as a single email addressee), newsgroups, bulletin boards, or to users that have requested that messages not be sent to them.

This prohibition includes the following activities:

- Sending unsolicited commercial or other emails having large attachments to a single recipient.
- Collecting responses from mass unsolicited e-mail messages; or
- Otherwise generating excessive amounts of Internet traffic using the Service or any account (*e.g.*, including by installing “cancel-bots” or other automated or manual routines that generate excessive amounts of traffic or disrupt email use by others).

Other Prohibited Activities

You shall not use the Service or permit others to use the Service in a manner that, in the Supplier's reasonable judgement, is a use of the Service to:

- Commit a tortious or otherwise wrongful act, including without limitation, by posting, e-mailing or otherwise transmitting or using the Service in furtherance of any unlawful, harmful, harassing, defamatory, threatening, cruel, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind, or any material that exploits children or is invasive of another person’s privacy or other rights or is likely to cause emotional distress (regardless of whether the foregoing is accomplished explicitly, impliedly, suggested through the use of symbols, or through frequency or size of presentation);

- Engage in or encourage conduct that would constitute fraud or would violate the laws of any applicable jurisdiction, including, without limitation, laws governing advertising, alcohol, antitrust, child protection, drugs, encryption, exportation, food, financial services, firearms, gambling, importation, information systems, intellectual property, obscenity, privacy, publicity, securities, telecommunications and tobacco;
- Offer, solicit, sell, buy, rent, or license any goods, products, services, or information in, from, or to any location in which such activity is unlawful;
- Propagate chain letters and pyramid schemes, whether or not the recipient wishes to receive such mailings;
- Engage in deceptive on-line marketing;
- Advocate, promote, or otherwise encourage violence against any government, organization, group, individual or property, or to provide instruction, information, or assistance in causing or carrying out such violence;
- “Spoof” or otherwise impersonate any individual or entity, falsely state or otherwise misrepresent your identity or affiliation in any way, or forge, delete or alter any part of TCP/IP packet header or sender identification information in any e-mail or other transmission;
- Attempt to circumvent the approval process for posting to a moderated newsgroup or bulletin board or to attempt to evade spam filters;
- Attempt to intercept, redirect or otherwise interfere with communications intended for others;
- Cancel or supersede posts other than your own, with the exception of official newsgroup or bulletin board moderators performing their duties;
- Send or post a message whose subject or content is unrelated to the subject matter of the newsgroup or bulletin board to which it is posted;
- Use Internet Relay Chat “bots”;
- Hold the Supplier, its affiliates, officers, employees and/or shareholders up to public scorn or ridicule;
- Engage in any activity that would subject us or our service providers to civil or other liability;
- Engage in any other activity using the Service that we, in our sole, reasonable discretion, deem to be inappropriate or an abuse of the Service;
- Make false or unverified complaints against any other subscriber, or otherwise abuse any complaint response procedure established with respect to the Service (or any part of the Service); or
- Resell our services, in whole or in part, to any entity or individual, without our prior written consent;
- Misrepresent your relationship with us;
- Use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; or
- Assist or permit any persons in engaging in any of the activities described above.

Responsibility for Your Content

You are responsible for all your content, web sites, and web site links hosted by us or transmitted by you via the Service. You agree, represent and warrant that any information you post or provide to us by means of the Service is truthful, accurate, not misleading and offered in good faith. Such information (including without limitation, data, text, software, music, sound, photographs, graphics, video, messages or any other materials whatsoever), whether publicly posted or privately transmitted, is your sole responsibility, as is the conduct of your users.

The Supplier does not pre-screen communications and is not responsible for screening or monitoring content used by you, although it reserves the right to do so. The Supplier reserves and has the right (but not the obligation) in its sole discretion to refuse or delete any of your content or transmissions which the Supplier reasonably considers to violate this AUP or to be otherwise illegal.

You agree that use of any information obtained via the Service is at your own risk.

Consequences of Unacceptable Use

As noted above, the Supplier reserves the right to investigate and to involve law enforcement authorities, and to pursue and cooperate with any civil lawsuit or criminal prosecution for any alleged or actual illegal activities involving the Service or any part thereof. The Supplier reserves the right to suspend or terminate your access to the Service upon notice of a violation or attempted violation of this AUP. Indirect or attempted violations of this AUP, and actual or attempted violations by a third party acting on your behalf, shall be deemed violations by you of this AUP. Furthermore, it is a violation of this AUP to use the services of another company for the purpose of facilitating any of the activities set forth above if such use of another company's service could reasonably be expected to affect the Service in any manner.

Modifications and Updates to this AUP

The Supplier reserves the right to modify the AUP at any time, effective upon posting the modified AUP to the Website.

Questions, Comments, or Complaints

If you are unsure whether any contemplated use is permitted or have any comments regarding prohibited use or other abuse of the Service, please direct questions or comments to: *[insert email address]*