



This is Imagion.com's Acceptable Usage Policy and Service Agreement. Every Customer is subject to this agreement, and by virtue of using Imagion.com's services, network, and/or systems (collectively "Services") agrees to be bound by this Acceptable Usage Policy and Service Agreement. Imagion.com will revise this Acceptable Usage Policy from time to time. A Customer's use of the Services after revisions to this agreement will constitute such person's acceptance of any changes or additions.

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE, WHICH INCLUDES THE CONTENTS THEREOF AND ANY STORAGE OR USE OF INFORMATION, IS AT CUSTOMER'S SOLE RISK. NEITHER IMAGION.COM NOR ANY OF ITS INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IMAGION.COM OR ANY OF ITS INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE SERVICE OR INFORMATION. NEITHER IMAGION.COM NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. THE PROVISIONS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT

Customers violate this Service Agreement when they (or their affiliates or customers) engage in the following prohibited activities.

#### Violations of Intellectual Property Rights

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including rights of privacy, rights of publicity or other personal rights is prohibited. Imagion.com is required by law to remove or block access to customer content appearing on or through the Services upon receipt of a proper notice of copyright infringement. It is also Imagion.com's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

#### Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"), whether or not it overloads the Services or disrupts service to Imagion.com's Customers, is prohibited. Also, maintaining an open SMTP relay is prohibited. Imagion.com reserves the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

#### Forging of Headers

Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to mask the originator of a message is prohibited.

#### Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of or sending Internet viruses, worms or Trojan horses, or for ping, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Customer to engage in activities that disrupt the use of or interfere with, the ability of others to effectively use the network or any connected network, system, service or equipment.

#### Illegal or Unauthorized Access to Other Computers or Networks ("Hacking")

Illegally or without authorization, accessing computers, accounts or networks belonging to another party, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other information gathering activity.

#### Pornography

Imagion.com does not allow pornography of any kind on its servers, websites or network. Customers are ultimately responsible for the actions of their clients over the Imagion.com network, and will be liable for illegal or inappropriate material posted by their clients.

#### Other Illegal Activities

Engaging in any activities that are determined by Imagion.com to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable on-line privacy laws.

#### Obscene Speech or Materials, Defamatory or Abusive Language

Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.

#### Other Activities

Engaging in any activity that disrupts, interferes with or is harmful to or threatens to disrupt, interfere with, or be harmful to the Services, Imagion.com business, operations, reputation, goodwill, customers and/or customer relations, or the ability of Imagion.com customers to effectively use the Services is prohibited.

Imagion.com may disclose any information in its possession, including, without limitation, information about Customers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. Imagion.com has no obligation to notify any person, including the Customer about whom information is sought, that Imagion.com has provided the information.

Internet Access is provided through network address translation services and provides a publicly non-addressable IP address.

#### Policy Violation

If an account is used unlawfully or is in violation of the Imagion.com policy, Imagion.com reserves the right to terminate the account without notice and without refunds.

Files that violate the Acceptable Usage Policy are subject to deletion without notice. Clients violating the Acceptable Usage Policy will be held responsible for damages to Imagion.com, including but not limited to, Imagion.com systems, servers, connectivity, reputation, business, service, network, operations or equipment and may be assessed a \$500 clean-up fee. Determining what constitutes a policy violation is the sole discretion of Imagion.com.

Either party may cancel this Contract at any time. Customer must notify Imagion.com in writing of cancellation of services.