

Businesswebsite.com Ltd. POP3 Email Account Terms of Use and Notices

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#### AGREEMENT BETWEEN YOU AND BUSINESSWEBSITE.COM LTD.

Businesswebsite.com Ltd. POP3 Email Accounts are email accounts allowing customers to send and receive email through Businesswebsite.com Ltd. email servers. This Terms of Use and Notices applies to the Businesswebsite.com Ltd. POP3 Email Accounts and does not apply to the content of third parties.

Businesswebsite.com Ltd. POP3 Email Accounts are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Businesswebsite.com Ltd. POP3 Email Accounts constitutes your agreement to all such terms, conditions, and notices.

#### MEMBER ACCOUNT, PASSWORD, AND SECURITY

Businesswebsite.com Ltd. POP3 Email Accounts require you to use a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Businesswebsite.com Ltd. immediately of any unauthorized use of your account or any other breach of security. Businesswebsite.com Ltd. will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Businesswebsite.com Ltd. or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

#### MODIFICATION OF THESE TERMS OF USE

Businesswebsite.com Ltd. reserves the right to change the terms, conditions, and notices under which the Businesswebsite.com Ltd. POP3 Email Accounts are offered. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the Businesswebsite.com Ltd. POP3 Email Accounts constitutes your agreement to all such terms, conditions, and notices.

#### NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Businesswebsite.com Ltd. POP3 Email Accounts, you will not use the Businesswebsite.com Ltd. POP3 Email Accounts for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Businesswebsite.com Ltd. POP3 Email Accounts in any manner that could damage, disable, overburden, or impair any Businesswebsite.com Ltd. Site/Service(s) (or the network(s) connected to any Businesswebsite.com Ltd. Site/Service(s)) or interfere with any other party's use and enjoyment of any Businesswebsite.com Ltd. Site/Service(s). You may not attempt to gain unauthorized access to any Businesswebsite.com Ltd. Site/Service, other accounts, computer systems or networks connected to any Businesswebsite.com Ltd. Site/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Businesswebsite.com Ltd. Sites/Services.

## USE OF SERVICES

You agree to use the Businesswebsite.com Ltd. POP3 Email Accounts only to send and receive messages and material that are proper and, you will not:

Use the Businesswebsite.com Ltd. POP3 Email Accounts in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

Use the Businesswebsite.com Ltd. POP3 Email Accounts to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Use the Businesswebsite.com Ltd. POP3 Email Accounts to distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.

Use the Businesswebsite.com Ltd. POP3 Email Accounts to distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes.

Use the Businesswebsite.com Ltd. POP3 Email Accounts to distribute, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.

Use the Businesswebsite.com Ltd. POP3 Email Accounts to distribute, or otherwise make available files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

Violate any applicable laws or regulations.

Create a false identity for the purpose of misleading others.

Businesswebsite.com Ltd. has no obligation to monitor the Businesswebsite.com Ltd. POP3 Email Accounts. However, Businesswebsite.com Ltd. reserves the right to review materials passing through this service and to remove any materials in its sole discretion.

Businesswebsite.com Ltd. Reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

Businesswebsite.com Ltd. reserves the right at all times to disclose any information as MBusinesswebsite.com Ltd. deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to send or to remove any information or materials, in whole or in part, in Businesswebsite.com Ltd.'s sole discretion.

## LIABILITY DISCLAIMER

YOU SPECIFICALLY AGREE THAT Businesswebsite.com Ltd. SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH A Businesswebsite.com Ltd. POP3 ACCOUNT. YOU SPECIFICALLY AGREE THAT Businesswebsite.com Ltd. IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT Businesswebsite.com Ltd. IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN A Businesswebsite.com Ltd. POP3 AVVOUNT BY ANY THIRD PARTY.

IN NO EVENT SHALL Businesswebsite.com Ltd. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE Businesswebsite.com Ltd. POP3 ACCONTS, WITH THE DELAY OR INABILITY TO USE THE Businesswebsite.com Ltd. POP3 ACCONTS OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE Businesswebsite.com Ltd. POP3 ACCONTS, OR OTHERWISE ARISING OUT OF THE USE OF THE Businesswebsite.com Ltd. POP3 ACCONTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Businesswebsite.com Ltd. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE Businesswebsite.com Ltd. POP3 ACCONTS, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Businesswebsite.com Ltd. POP3 ACCONTS.

#### STORAGE SPACE AND OTHER LIMITATIONS

You agree that Businesswebsite.com Ltd. may establish limits concerning use of any Businesswebsite.com Ltd. POP3 Account, including without limitation the maximum number of days that e-mail messages will be retained by any Businesswebsite.com Ltd. POP3 Account, the maximum number of e-mail messages that may be sent from or received by an account, the maximum size of an e-mail message that may be sent from or received by an account, the maximum disk space that will be allotted on Businesswebsite.com Ltd.'s servers on your behalf, and the maximum number of times and duration you may access any Businesswebsite.com Ltd. POP3 Account in a given period of time.

You agree that Businesswebsite.com Ltd. has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any Businesswebsite.com Ltd. POP3 Account. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Businesswebsite.com Ltd. POP3 Account may change at any time. You acknowledge that Businesswebsite.com Ltd. reserves the right to sign out, terminate or delete your accounts if they are "inactive" for an

extended period of time. "Inactive" means that you have not signed in for an extended period of time, as determined by Businesswebsite.com Ltd., in its sole discretion.

Businesswebsite.com Ltd. MAKES NO WARRANTY THAT ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

#### TERMINATION/ACCESS RESTRICTION

Businesswebsite.com Ltd. reserves the right, in its sole discretion, to terminate your access to any Businesswebsite.com Ltd. POP3 Account at any time, without notice. Businesswebsite.com Ltd. may also terminate or suspend your access to a Businesswebsite.com Ltd. POP3 Account for inactivity, as set forth, above, in "Storage Space and Other Limitations." Businesswebsite.com Ltd. shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

#### NO SPAM; DAMAGES

Businesswebsite.com Ltd. may immediately terminate any account which it determines, in its sole discretion, is transmitting or is otherwise connected with any 'spam' or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay Businesswebsite.com Ltd. liquidated damages of five pounds sterling (UK£5.00) for each piece of 'spam' or unsolicited bulk email transmitted from or otherwise connected with your account. Otherwise you agree to pay Businesswebsite.com Ltd.'s actual damages, to the extent such actual damages can be reasonably calculated.

#### GENERAL

Claims for enforcement, breach or violation of duties or rights under this agreement shall be adjudicated under the laws of the United Kingdom, without reference to conflict of laws principles. All other claims, including without limitation claims under or for violation of consumer protection laws, unfair competition laws, and in tort, shall be adjudicated under the law of your place of residence.

You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in the United Kingdom in all disputes arising out of or relating to the use of the Businesswebsite.com Ltd. POP3 Accounts.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Businesswebsite.com Ltd. as a result of this agreement or use of the Businesswebsite.com Ltd. POP3 Accounts.

You agree to indemnify and hold Businesswebsite.com Ltd., its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of the Businesswebsite.com Ltd. POP3 Accounts.

Businesswebsite.com Ltd. reserves the right to disclose any personal information about you or your use of the Businesswebsite.com Ltd. POP3 Accounts, including its contents, without your prior permission if Businesswebsite.com Ltd. has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the

rights or property of Businesswebsite.com Ltd. or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others.

Businesswebsite.com Ltd.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Businesswebsite.com's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Businesswebsite.com Ltd. POP3 Accounts or information provided to or gathered by Businesswebsite.com Ltd. with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Businesswebsite.com Ltd. with respect to the Businesswebsite.com Ltd. POP3 Accounts and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Businesswebsite.com Ltd. with respect to the Businesswebsite.com Ltd. POP3 Accounts. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.