# IT911Now.com LLC LEGAL NOTICE

Welcome to the IT911now.com web site. By using this web site you agree to be bound by its legal notices (explained below) and all disclaimers and terms and conditions that appear elsewhere on the IT911now.com web site.

IT911now.com reserves the right to change its legal notices at any time. Each time you use the IT911now.com, you should review the legal notices that apply to use of this site. If you are dissatisfied with the site's Content or the legal notices, you agree that your sole and exclusive remedy is to discontinue using the IT911now.com site. Tampering with the site, misrepresenting a user's identity, using buying agents, or conducting fraudulent activities on the site is prohibited.

Effective January 10, 2011.

1. Your agreement with IT911now.com LLC includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions, and your Rate Plan terms, which are available at IT911now.com LLC.com/catalog (Collectively "Agreement"). Your Rate Plan includes your monthly Service allotments for usage, service calls, calling cards or data ("Allotments"), rates, coverage and other terms ("Rate Plan"). To the extent any term in your Rate Plan expressly conflicts with these T&Cs, the term in your Rate Plan will govern. Your Agreement applies to each line of Service although different T&Cs may apply to different lines of Service on your account.

# Please read these T&Cs carefully.

2. T&Cs cover important information about IT911now.com LLC services provided to you ("Service"); your calling card, service calls, customer service, or other equipment or third party device used with our Service ("Device"); and any access and usage charges, taxes, fees and other charges we bill you or that were accepted or processed through your Device ("Charges"). These T&Cs include fees for early termination and late payments, limitations of liability, privacy and resolution of disputes by arbitration instead of in court you and any authorized users on your account will have access to account information and may be able to make changes to the account. If you give your personal account validation information to someone, they can access and make changes to your account. Those changes will be binding on you. You may request to switch to another Rate Plan, and if we authorize the change, fees may apply. Authorized changes may require your agreement to a new minimum term and/or new T&Cs.

## Right to Download

- 3. You may download Content displayed on the IT911now.com web site for noncommercial personal use, provided you also retain all copyright, trademark, and other proprietary notices contained in the material
- , do not modify or alter the material, and do not copy or post the material on any network computer or broadcast the material in any media. Modifying, transmitting, distributing, reusing, reposting, "framing" or using the Content of the IT911now.com web site (including text, images, audio and/or video) for public or commercial purposes without written permission from an authorized IT911now.com representative is strictly prohibited.

# **Proprietary Rights**

4. All Content included on or comprising the IT911now.com — including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material ("Content") is protected by copyright, trademark, patent, or other proprietary rights; these rights are valid and protected in all forms, media, and technologies existing now or developed in the future. All Content is copyrighted as a collective work under U.S. and international copyright laws, and IT911now,com LLC owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all "Content". Except as expressly authorized or licensed, you may not copy, modify, remove, delete, augment, add to, publish, or transmit; participate in the transfer or sale, lease or rental of; or create derivative works from or in any way exploit any of the Content, in whole or in part. IT911now.com LLC logos and other trademarks on the site are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by IT911now.com LLC and may not be reproduced, copied, or manipulated in any manner without the express written approval of the trademark owner. By using the IT911now.com, you agree that all information, materials, suggestions, ideas, or comments (including testimonials) you send to IT911now.com LLC or any third party using the IT911now.comare non-confidential. By submitting solicited or unsolicited information using the IT911now.com site, you grant IT911now.com LL Can irrevocable and unrestricted license to use, modify, reproduce, transmit, display, and distribute such materials, information, suggestions, ideas or comments for any purpose whatsoever to the extent permitted by law.

# Applicable Law

- 5.\* Choice of Law. This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration or court proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.
- 6. \* Dispute Resolution and Arbitration. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW (AND EXCEPT AS TO PUERTO RICO CUSTOMERS), ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, Dealers or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 26). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES). For all disputes (except for Puerto Rico customers), whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section #7 below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. We each agree that if you fail to timely pay

amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement. If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings. The American Arbitration Association Online (AAA) will arbitrate all disputes. For claims of less than \$10,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over \$10,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims that total less than \$10,000 for claims against you. You must pay for that against IT911now.com LLC. For claims that total more than \$10,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$10,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous.

#### 7. \*CLASS ACTION WAIVER.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.

If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you

8. \*JURY TRIAL WAIVER. If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

#### 9. \*Cancellation and Returns. Service Cancellation:

You can cancel a new line of Service without paying an Early Termination Fee if you cancel WITHIN 14 BUSINESS DAYS including Saturday of activating a new Service of Service Plan ("Cancellation Period"). You remain responsible for all Charges incurred through the date of cancellation. To cancel Service during the Cancellation Period, you may be required to go to the place where you activated Service and return any IT911now.com LLC Device(s) you acquired at the time of activation. If you do not return your IT911now.com LLC Device(s), we may prevent it from working on any network, and we may elect not to process your Service cancellation or you may be charged the suggested retail price of the IT911now.com LLC Device(s), (which may be greater than the price you paid), plus any shipping and handling charges.

#### 9. \*Device Refunds:

For IT911now.com LLC Device and accessory returns and exchanges, see the applicable return policy, which is available at your place of purchase. Some IT911now.com LLC Devices and accessories may not be refunded or exchanged, and you may be required to pay a restocking fee.

### 10. \*Our Rights to Make Changes.

This provision, which describes how changes may be made to your Agreement, is subject to requirements and limitations imposed by applicable law, and will not be enforced to the extent prohibited by law. Your Service is subject to our business policies, practices, and procedures, which we can change without notice. WE CAN CHANGE ANY TERMS IN THE AGREEMENT AT ANY TIME. YOU MAY CANCEL THE AFFECTED Service Plan OF SERVICE WITHOUT AN EARLY TERMINATION FEE (if

applicable) IF: (A) WE CHANGE YOUR PRICING IN A MANNER THAT MATERIALLY INCREASES YOUR MONTHLY RECURRING CHARGE(S) (the amount you agreed to pay each month for service(s), data, which does not include overage, pay-per-use or optional services (such as premium service calls (off hour service), or downloads), or taxes and fees); (B) WE MATERIALLY DECREASE THE SERVICE ALLOTMENTS WE AGREED TO PROVIDE TO YOU FOR YOUR MONTHLY RECURRING CHARGE; OR (C) WE MATERIALLY CHANGE A TERM IN THESE T&Cs OTHER THAN PRICING IN A MANNER THAT IS MATERIALLY ADVERSE TO YOU. WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS' NOTICE OF ANY CHANGE WARRANTING CANCELLATION OF THE AFFECTED LINE OF SERVICE WITHOUT AN EARLY TERMINATION FEE (WHICH IS YOUR ONLY REMEDY), AND YOU MUST NOTIFY US WITHIN 14 DAYS AFTER YOU RECEIVE THE NOTICE, OR AS OTHERWISE PROVIDED IN THE NOTICE. IF YOU FAIL TO TERMINATE WITHIN THE RELEVANT TIMEFRAME, YOU ACCEPT THE CHANGES.

#### 11. \*Billing.

You agree to pay all Charges we bill you or that were accepted or processed through your Device. For disputed Charges, see Section (14) of this agreement. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. We round up any fraction of an hour to the next full hour.

#### 11(b) \* Payments, Late Fees, Deposits, and Credit Checks.

If we do not receive payment in full by the due date on your bill, you may be charged a late fee of the greater of 1.5% per month (18% annually) or \$5/month, subject to the maximum allowed by law. We may use a collection agency and you agree to pay collection agency fees we incur to collect payment. If we accept late or partial payments, we do not waive our right to collect all amounts that you owe, including late fees. If your check, electronic funds transfer payment, including debit or Automated Clearing House payment, or other payment is dishonored or returned, we may charge you \$35, or the maximum amount allowed under applicable law. We may also require you to use another payment method, and/or immediately suspend or cancel your Service. We will not honor limiting notations you make on or with your checks. Late payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set.

12. \*Deposits: We may require a deposit. You agree that only we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. We refund deposits and final credit balances upon request, unless otherwise required by law.

#### 13. \*Credit Checks:

We may require a credit check. You authorize us to obtain information about your credit history from credit-reporting agencies at any time. You understand that a credit inquiry could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies in such cases that require a credit check. Please ask your sales team about our services that may require a credit check.

#### 14. \*Your Right to Dispute Charges.

Unless otherwise provided by law, you agree to notify us of any dispute regarding your bill or Charges to your account within 30 days after the date you first receive the disputed bill or Charge. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved. For unresolved disputes see Section (). To contact or notify us, see Section ().

The IT911now.com LLC site is created, operated, and controlled by IT911now.com LLC in the state of California, United States of America. California state laws will govern legal notices without giving effect to any principles of conflicts of law.

#### 15. \*State-of-the-Art Security

End-to-end, 256-bit SSL encryption for compliance with HIPAA, Sarbanes-Oxley and other federal and local legislation Auto-revocation of access rights when session is terminated Hosted at a leading, carrier-grade data center with restricted, secured access, redundant power, dual HVAC, fire detection systems, and 24 x 7 network monitoring

#### 16. \*System Requirements

- Windows 8 (no Tiles feature), Windows 7, Windows Vista, Windows XP, Server 2003 & Server 2008, Windows Server 2012, Windows ME & 2000 (service pack 4) (all including 64-bit versions of these operating systems listed);
- Apple Macintosh OS X 10.4 (Tiger) and 10.5 (Leopard)

17. Misuse of Service or Device. You agree not to misuse the Service or Device, including but not limited to: (a) reselling or rebilling our Service; (b) using the Service or Device to engage in unlawful activity, or in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service, including but not limited to the generation or dissemination of viruses, malware or "denial of service" attacks; (c) using the Service as a substitute or backup for private lines or dedicated data connections; (d) tampering with or modifying your IT911now.com LLC software or hardware; (e) "spamming" or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (f) reselling IT911now.com LLC software or hardware for profit, or tampering with, reprogramming or altering IT911now.com LLC software or hardware for the purpose of reselling the IT911now.com LLC software or hardware; (g) using the Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (h) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, IT911now.com's LLC or another entity's network or systems; (i) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions (e.g. using a backup service to store pirated movies, songs, or other software for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); or (j) assisting or facilitating anyone else in any of the above activities. Unless authorized by IT911now.com's LLC, you agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted signal of our service(s).

### **Web Services:**

### **Account Setup / Email on file:**

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. If you have a domain name registered with It911now.com, it is your responsibility to ensure that the contact information for your domain account and your actual domain name(s) is correct and up-to-date. It911now.com is not responsible for a lapsed registration due to outdated contact information being associated with the domain. If you need to verify or change this information, you should contact our sales team via email. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

### **Ownership:**

The credit card holder or owner of the PayPal e-mail address which is utilized for payment on the account is designated as the authorized owner of the account.

#### **Transfers:**

Our transfers team will make every effort to help you move your site to us. However, transfers are provided as a courtesy service, and we can not make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult if not impossible to migrate some or all account data. We will try our best, but in some cases we may be unable to assist you in a transfer of data from an old host.

The free transfer services are available for 30 days from your sign up date. Transfers outside of the 30 day free period will incur a charge; please contact a member of the transfers department with specific details to receive a price quote.

#### **Dedicated IP Address Allocation:**

Any dedicated IP order in addition to ones provided with a hosting package may be subject to IP Justification. Justification practices are subject to change to remain in conformity with policies of American Registry for Internet Numbers (ARIN). We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.

#### Third Party Providers:

All transactions with third party providers are solely between the visitor and the individual provider. It911now.com is not the agent, representative, trustee or fiduciary of you or the third party provider in any transaction. Some products provided by It911now.com are provided under license with vendors, and the use of any such third party products will be governed by the applicable license agreement, if any, with such third party.

All discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. All transactions with third party providers are subject to the terms and conditions under which the provider agrees with you to provide the goods or services. You should confirm the terms of any purchase and/or use of goods or services with the specific provider with whom you are dealing.

We do not make any representations or warranties regarding, and are not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers.

#### **Content:**

All services provided by It911now.com may only be used for lawful purposes. The laws of the State of Florida, the State of Texas, and the United States of America apply.

The customer agrees to indemnify and hold harmless It911now.com from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email abuse@it911now.com with the information required. A list of required information may be found <a href="here">here</a>. If the request is of a licensing issue, we may require further documentation.

### Using a shared account as a backup/storage device is not permitted:

With the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all Shared and Reseller servers include:

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery/Gambling Sites
- MUDs/RPGs/PBBGs
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Push button mail scripts
- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)
- Tell A Friend Scripts
- Anonymous or Bulk SMS Gateways
- Bitcoin Miners
- PayDay Loan Sites (including any site related to PayDay loans, PayDay loan affiliate progams, etc)

Examples of unacceptable material on all Dedicated servers include:

• IRCD (irc servers)

- IRC Scripts/Bots
- Pirated Software/Warez
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/spam Scripts
- Escrow
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery/Gambling Sites
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Mailer Pro
- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)

It911now.com services, including all related equipment, networks and network devices are provided only for authorized customer use. It911now.com systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of It911now.com system(s) constitutes consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control must be with expressed written consent from the third party. It911now.com may, at its discretion, request and require documentation to prove access to a third party network or system is authorized.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via trouble ticket/email and will have a response within 48 hours.

Sites hosted on It911now.com's service(s) are regulated only by U.S. law. Given this fact, and pursuant to Section 230(c) of the Communications Decency Act, we do not remove

allegedly defamatory material from domains hosted on our service(s). The only exception to this rule is if the material has been found to be defamatory by a court, as evidenced by a court order. It911now.com is not in a position to investigate and validate or invalidate the veracity of individual defamation claims, which is why we rely on the legal system and courts to determine whether or not material is indeed considered defamatory. In any case in which a court order indicates material is defamatory, libelous, or slanderous in nature; we will disable access to the material. Similarly, in any case in which a US Court has placed an injunction against specified content or material; we will comply and remove or disable access to the material in question.

The language of Section 230(c) of the Communications Decency Act fundamentally states that Internet services providers like It911now.com and many of it911now.com's other webhosting services and brands are republishers and not the publisher of content. Our service merely provides a hosting platform and space on which to host content, and any creation or publication of content on our services is the sole responsibility of the third-party user which creates or publishes the content. Therefore, It911now.com should not be held liable for any allegedly defamatory, offensive or harassing content published on sites hosted under It911now.com's webhosting service(s), if in doubt regarding the acceptability of your site or service. Please contact us at abuse@it911now.com and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

#### **Zero Tolerance Spam Policy:**

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists", purchased lists, and selling of lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Please read <a href="http://www.it911now.com/mailpolicy.shtml">http://www.it911now.com/mailpolicy.shtml</a> for our generalized mail policy.

Please read <a href="http://www.it911now.com/dedicated-mailpolicy.shtml">http://www.it911now.com/dedicated-mailpolicy.shtml</a> for our dedicated server mail policy.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the <u>ROKSO</u> may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

It911now.com reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

It911now.com reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of It911now.com.

You agree that a violation of this section harms IT911now.com LLC, which cannot be fully redressed by money damages, and that

IT911now.com LLC shall be entitled to immediate injunctive relief in addition to all other remedies available. •