

## ACCEPTABLE USE POLICY

This is an agreement between you and Implex.net, Inc., and their employees, officers, affiliates and assigns (jointly "Implex.net") regarding your use of the Implex.net Internet Service, all Implex.net Web hosting products, and any Implex.net Web site (the "Implex.net Service" or the "Services") and Implex.net's provision of such Services to you. By using Implex.net's Services, you are consenting to be bound to the terms of this agreement, which shall be referred to as the Implex.net Acceptable Use Policy.

**1. Unlawful Use of the Implex.net Service.** You may not use, or permit the use of, the Implex.net Service for unlawful purposes. In order to fulfill this obligation, you may not transmit, post or receive certain material, which include but are not limited to the following: threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would result in a criminal offense or civil liability, or otherwise violate any local, state, national or international laws or regulations. Moreover, you may not (i) transmit any information or software which contains a virus, worm, Trojan Horse, or other harmful component; (ii) transmit any information, software or other material that is protected by copyright or other proprietary right (including trade secret materials), or derivative works thereof, without obtaining permission of the copyright owner or right holder; or (iii) transmit any unsolicited bulk e-mail (also known as "spam"). You agree to indemnify Implex.net and hold Implex.net harmless from any and all claims, damages, losses, and expenses (including attorneys' fees and expenses) resulting from or allegedly resulting from your use of the Implex.net Service whether or not such use is found to be in violation of any statute, rule or regulation.

**2. Access to Other Networks.** Anytime you access another network through the Implex.net Service, you must comply with that network's rules. You agree to indemnify Implex.net and hold Implex.net harmless from any and all claims, damages, losses, and expenses (including attorney's fees and expenses) resulting from or allegedly resulting from your access of other networks.

**3. Control Over Content.** Implex.net provides access to various forms of content that are available over the Internet. Implex.net does not screen in advance any specific information available over the Internet. Implex.net reserves the right (but does not assume the responsibility) to block or limit access to general categories of content that Implex.net deems in its sole discretion to be harmful, offensive, or otherwise in violation of this Implex.net Acceptable Use Policy. Implex.net shall have no liability for any action or inaction with respect to content received over the Internet. It is your responsibility to control access to information that you might find unsuitable. This includes controlling access by minors through your account. By signing up for the Implex.net Service you acknowledge receiving this warning and will not hold Implex.net responsible for language, opinions, discussions or graphics which may be viewed on the Internet. Implex.net has no obligation to monitor the Internet or any service offered via the Internet, including a Implex.net Service; however, you agree that Implex.net has the right to monitor electronically from time to time and to disclose any information as necessary to satisfy any law, to operate its services properly, or to protect itself or its subscribers.

**4. Liability for Charges Incurred.** Implex.net has no responsibility for any charges incurred through the use of any login name and password, including your Implex.net login name or password. You are responsible for all such charges and you will also be responsible for any charges incurred for long distance charges while accessing the Services. If you lose your

password, immediately contact Implex.net Customer Service by (i) writing: Implex.net, Inc., 109 S 7<sup>th</sup> Street Roanoke Bldg Ste. 255, Minneapolis, MN 55402; or (ii) telephone: 612-339-8255.

**5. Credit Card Billing for Implex.net Internet Service.** Unless otherwise agreed to by Implex.net, Implex.net or an authorized billing agent (for the purposes of this Section, either will be referred to as Implex.net) will bill your credit card ("Credit Account") for use of the Implex.net Internet Service each month, plus applicable taxes or levies, if any, as required by law. The Implex.net Internet Service is only sold in full month increments; charges for unused time and setup fees will not be refunded or pro-rated. Your first monthly billing will occur at the time of registration; thereafter, billings will occur on a monthly basis in accordance with a Implex.net determined schedule. You are responsible for ensuring that Implex.net is able to successfully charge your Credit Account and that all information provided regarding the Credit Account remains current and accurate. If Implex.net is unable to successfully charge your Credit Account, the Implex.net Internet Service offered will be immediately deactivated. It is your responsibility to ensure that valid credit card information is on file. It is your responsibility to call customer service to provide valid credit card information in order to reactivate service. Deactivated accounts will be deleted after 30 days. To use the Implex.net Internet Service after account deletion, you will be required to re-register and provide valid credit card information. You must call customer service and provide valid credit card information to reactivate service. Monthly fees for the Implex.net Internet Service are subject to change at any time on 30 days' advance notice.

**6. LIABILITY LIMITATIONS.** IMPLEX.NET MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. IMPLEX.NET DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IMPLEX.NET WILL NOT BE RESPONSIBLE FOR ANY DAMAGE SUFFERED BY THE CUSTOMER, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, FAILURE TO DELIVER, MISTAKEN DELIVERIES OR SERVICE INTERRUPTIONS. THE USE OF ANY INFORMATION OBTAINED THROUGH THE IMPLEX.NET SERVICES IS AT YOUR OWN RISK. IMPLEX.NET MAKES NO WARRANTY AS TO THE CONTENT OR ACCURACY OF THE INFORMATION. IMPLEX.NET IS NOT LIABLE FOR ANY CLAIMS RESULTING FROM ANY FAILURE OR INTERRUPTION OF THE SERVICES. IMPLEX.NET WILL, HOWEVER, REPAY YOU ACCORDING TO THE INTERNET SERVICE SLA POLICY (IF YOU HAVE ALREADY PAID) FOR ANY SERVICES NOT PROVIDED DURING THE PERIOD IN WHICH THEY WERE NOT PROVIDED.

**7. Connectivity.** As a user of the Implex.net Service, connection is automatically disconnected upon: (a) Delinquent payment amount; or (b) detected illegal behavior.

**8. Additional Information regarding Use of the Implex.net Internet Service.** As a user of the Implex.net Internet Service, you may be assigned an IP address. This address is controlled by Implex.net and may be provided to you during the time that you use the Implex.net Internet Service. Any IP addresses assigned to you are controlled by Implex.net and are not transferable to any other party. You will not be allowed to maintain this IP address if you discontinue your use of the Implex.net Internet Service. You may not have more than one login session per account at any time, unless you have paid for multiple login accounts. You may not transfer or give out your ID and password for use by any other party. Account sharing is a violation of the terms of this Acceptable Use Policy.

**9. Miscellaneous.** Implex.net reserves the right to modify this Acceptable Use Policy from time to time, which shall become effective upon posting to the Implex.net Web site located at <http://www.implex.net> or its successor site. Continued use of a Implex.net Service constitutes acceptance of modifications made to this Acceptable Use Policy. In addition to any other available remedies, Implex.net may suspend your access to and/or terminate your account for

any Implex.net Service immediately and without notice if you engage in any conduct or activities that Implex.net, in its sole discretion, believes are in violation of this Acceptable Use Policy. If you engage in any activities which cause damage to Implex.net, its customers, or its suppliers, Implex.net reserves the right to pursue a claim against you, including monetary damages to address economic losses that may occur. Nothing contained in this Acceptable Use Policy shall be construed to limit Implex.net's rights and remedies, and Implex.net hereby reserves all such rights and remedies which may be available to it at law or in equity.

**10. Enforceability.** In the event that any portion of this Acceptable Use Policy is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Implex.net's failure to insist upon or enforce strict performance of any provision of this Acceptable Use Policy shall not be construed as a waiver of any provision or right. This Acceptable Use Policy shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Implex.net Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ACCEPTABLE USE POLICY, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Implex Incorporated  
Corporate Offices  
109 South 7<sup>th</sup> Street  
Roanoke Building | Suite 255  
Minneapolis, MN 55402

M: 612.339.8255  
T: 866.328.2743  
[www.implex.net](http://www.implex.net)