

ACCEPTABLE USE POLICY

Business eStore maintains this Acceptable Use Policy to provide users of its hosted eCommerce services ("**You**" or "**Your**") and Business eStore' various systems and network (the "**Services**") with information relating to Your use our site at www.BusinesseStore.com (the "**Business eStore Website**").

Business eStore may amend this Acceptable Use Policy at any time by posting the amended Policy on the Business eStore Website. <http://www.BusinesseStore.com/>.

All amended terms shall automatically be effective fifteen days (15) after initial posting on the Business eStore Website. Your continued use of Business eStore Services will constitute Your acceptance of any changes or additions to this Acceptable Use Policy.

Scope and Application of Acceptable Use Policy

This Policy forms an important part of the Merchant User Agreement (as posted on the Business eStore Website and amended from time to time). Your compliance with, and cooperation in Business eStore' enforcement of, these policies are an important condition to Your continuing contractual rights to use the Services.

This Policy is not intended to address all possible unacceptable uses of the Services. As a result, Business eStore reserves complete discretion to determine what constitutes an unacceptable use of its Services and reserves the right to suspend or terminate Your Services, or take such other action as Business eStore deems appropriate in its sole and exclusive discretion.

Lawful Purpose

You may use the Business eStore application only for lawful purposes.

Prohibited Activities

You agree that Your activities and any products, services or content published and distributed through Your store using the Business eStore shall not:

- be false, inaccurate or misleading;
- be fraudulent or involve the sale of stolen items;
- infringe or misappropriates any third party's copyright, patent, trademark, or other proprietary rights;
- violate any law, statute, ordinance or regulation;
- be defamatory, trade libelous, unlawfully threatening or harassing, or advocating, promoting or providing assistance involving violence, significant risk of death or injury, or other unlawful activities;

- be obscene or contain child pornography;
- contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- involve subleasing Your account or offering "free space" on or other access to Your account or Your Store to third parties;
- create liability for Business eStore and its subcontractors or expose them to undue risk or otherwise engage in activities that Business eStore, in its sole discretion, determines to be harmful to Business eStore' affiliates, operations, reputation, or goodwill ; and
- link directly or indirectly to or include descriptions of goods or services that violate any applicable law, statute, ordinance or regulation.

Spamming and Related Activities

Business eStore strictly prohibits Your use of Business eStore' Services to transmit SPAM or to host a site that is advertised or announced via SPAM. "SPAM" is any form of unsolicited advertisement or informational announcement that is transmitted, whether singularly or in bulk, via any Internet-based communications medium. Activities that violate this Policy may also subject You to civil liability to third parties and to criminal penalties.

Permission Based Communications

You may use Business eStore' Services to transmit permission-based communications for purposes of marketing Your goods and services, provided that You otherwise comply with the standards set out in this Policy and all applicable laws including, but not limited to, the CAN-SPAM Act.

All marketing conducted using Business eStore' Services must be permission (opt-in) based. You must keep adequate and verifiable records to prove that Your marketing is strictly permission-based. In addition, should You purchase mailing lists or other types of data that are to be used to contact third parties via Business eStore' Services, You must verify that the lists have been compiled on a strict "opt-in" basis.

In addition to the above, all permission-based communications must include the following:

- A working "unsubscribe" link. (You must honor all unsubscribe requests within 48 hours)
- The recipient's accurate email address in the "to" line and the sender's accurate email address in the "from" line.
- A working link to Your privacy policy.
- Your website must provide Your current mailing address and telephone number.

You are solely responsible for the transmission of all such permission-based communications related to Your store and Your use of the Business eStore Services. Business eStore reserves the

right to suspend or terminate Services to You and Your Store in the event Business eStore receives, in its sole and exclusive discretion, an excessive number of complaints related to Your permission-based communications, whether such complaints are made by parties whom "opt-in" or otherwise.

Prohibited Uses

YOUR USE OF BUSINESS ESTORE' SERVICES MAY NOT VIOLATE ANY OF THE PROVISIONS IN THIS POLICY. BUSINESS ESTORE MAY SUSPEND OR TERMINATE YOUR SERVICES, OR ALTERNATIVELY REMOVE (TO THE EXTENT POSSIBLE) ANY MATERIALS, IF IT DETERMINES, IN ITS SOLE AND EXCLUSIVE DISCRETION, THAT YOU HAVE ENGAGED IN ANY ACTIVITY THAT VIOLATES THIS POLICY.

Business eStore will not intervene or become involved in any disputes between You and a third party, including but not limited to end users of Your store.

Therefore, Business eStore reserves the right, in its sole and exclusive discretion, to temporarily suspend or terminate Services to You upon its receipt of any third party complaint that You have engaged in any activity that violates this Policy, that may otherwise subject Business eStore to liability for any reason.

If You are in default or breach of this Policy, Business eStore may suspend and terminate Your use of the Services without notice to You and end users of Your store.

United States Export Laws

United States export control laws govern and must be respected and complied with completely. Additional information about United States export laws, may be obtained from the United States government's portal to exporting and trade services at <http://www.export.gov/exportcontrols.html>.

You may not use Business eStore' Services for any purpose that violates export control laws.

URL Addresses

Upon termination of Your Merchant User Agreement, You agree that any shared-domain IP addresses and URLs assigned to You during the Merchant User Agreement can be deactivated and/or reassigned by Business eStore.

Self Enforcement

You are solely responsible for ensuring that materials send, posted or distributed using Business eStore' Services comply with this POLICY and all applicable laws and regulations. Business eStore



does not review, edit, censor or take responsibility for any information You, other customers or Your end users may create.

Contact Information

Business eStore may have a need to communicate with You about issues that relate to our services and your account with us. These issues may include but are not limited to billing and service changes. Business eStore can, at its sole discretion, select any method for such communication.

It is Your responsibility to provide and check the account and contact information, including a required valid email address and contact telephone number. It is Your responsibility to inform Business eStore of any changes to Your account or contact information within five days (5) of such change.

