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ACCEPTABLE USE POLICIES (AUP)

All clients of CCBill, LLC agree to abide by the following policies. CCBill reserves the right to change and update these policies as it sees necessary.

Introduction

The primary purpose of CCBill, LLC is to facilitate and manage access to clients' venues for consumers. It is CCBill's intention to accept payment from customers for access to clients' sites or services with minimal or no interference from us. However, many of the individual credit card associations have specific guidelines for use. In addition, many Service Providers also have specific guidelines pertaining to general use of the Internet. As the Internet expands, it is increasingly common for an Internet Service Provider, such as CCBill, to be blocked from use of another organization's systems due to violations of that system's AUP. Because CCBill runs multi-user systems, client actions can have a severe impact on other clients' ability to use the system(s). This is unfair to all CCBill users. To this end, CCBill has developed these Acceptable Use Policies. They are intended to inform the client of what CCBill considers to be acceptable conduct in relation to the Internet, and of what actions we may take, with or without notice, in the event that CCBill becomes aware of inappropriate use of its service. This AUP will be used to help CCBill's system administrators deal with complaints from users of CCBill or other Internet-connected systems, and to determine when action should be taken. It is expected that the client will follow the policies set forth herein. These policies are drawn from applicable law and generally accepted standards of Internet conduct, and are intended to ensure protection of CCBill's technical resources, ability to continue to provide high quality service to the client, and protect CCBill's reputation as a service provider.

ACCESS TO CCBILL'S SERVICE IS PROVIDED SUBJECT TO THE FOLLOWING:

Security

The client is responsible for all use of their account(s) and confidentiality of password(s), including choosing safe passwords and ensuring file protections are set correctly. CCBill will suspend or change access to your CCBill client account(s) immediately upon notification by you that your password has been lost, stolen or otherwise compromised. CCBill is not liable for any usage and or charges prior to CCBill making the necessary account alteration. Electronic mail on this system is as private as CCBill can make it. The client is reminded that no computer network can ever be considered completely safe from intrusion. E-mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted – and even encrypted information is only as secure as the encryption method utilized.

Non-Transferability of Account

The right to use CCBill's Internet service is not transferable. Use of CCBill's accounts is expressly limited to the individual or business whose name appears on the contract

Unacceptable Conduct

The following types of conduct are grounds for immediate suspension of service pending investigation by CCBill and may result in termination of any and all accounts held by the individual, corporation, or website associated with these violations.

You will also be held responsible for the actions of your business relationships (Referrers, Associates, etc.) that impact CCBill. Your cooperation is necessary to insure that those involved in these relationships comply with CCBill's AUP and those of CCBill's providers. If they violate any of the following policies, CCBill expects you to make certain that they immediately cease the non-compliant action or that you discontinue your association with them. Continuing violations by your business relationships may result in CCBill at its discretion having to terminate payment to your business relationships or CCBill's agreement with you.

1. **Spamming or Harassment**

A. Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 20) or continued posting of articles which are off-topic according to the newsgroup charter, or which provoke complaints from the regular readers of the newsgroup for being inappropriate).
B. Sending unsolicited mass E-mailings (i.e., to more than 25 users) that provoke complaints from the recipients.
C. Engaging in either (1) or (2) from a provider other than CCBill to draw attention to a website housed within CCBill's networks or covered by CCBill's agreement with the client.
D. Engaging in abuse or harassment of other individuals on the Internet after being asked to stop by those individuals and/or by CCBill.
E. Mail bombing, i.e., sending large volumes of unsolicited E-mail to individuals or to individual business accounts.
F. Impersonating another user or otherwise falsifying one's user name in E-mail, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet service. (This does not preclude the use of nicknames in IRC or the use of anonymous retailer services.)

2. **Network Unfriendly or Illegal Activity**

A. Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user.
B. Attempts to interfere with the regular workings of CCBill's systems or network connections or which adversely affect the ability of other people or systems to use CCBill's services or the Internet.
C. Any unauthorized attempts by a user to gain access to any account not belonging to that user on this or any other of CCBill's systems.

D. Any activity, which violates any local, state, U.S., or international law or regulation.
E. Repeated submissions of transactions to CCBill utilizing the same or similar IPs with varying identification information.

3. Violation of CCBill Policy

A. Attempts to offer for sale any item that is tangible in nature including land, or item that must be shipped to the customer via mail or courier.
B. Any attempt to bypass or remove CCBill's name, logo, or customer support link from the signup page.
C. Failure to fulfill access or services sold to customer in either a trial transaction, regular transaction, or recurring transaction.
D. The posting, display, or advertising of any image using a model or models under the age of 18 years anywhere on the site whether the models are clothed or unclothed.
E. Marketing the site utilizing content including "Kids", "Lolita", "Pedo", "Peta", "Peto", Pre-teen", "Pedophile", "Underage", "Child" or any other words, images, or descriptions that would lead someone to believe that the models are less than 18 years of age is not permitted anywhere on venue including the URL and meta tags.
F. The posting or display of any image or wording depicting or related to extreme violence, incest, snuff, scat or the elimination of any bodily waste on another person, mutilation, or rape anywhere on the site, including the URL and meta tags.
G. The posting or display of any image or wording depicting or related to bestiality anywhere on the site including the URL and meta tags.
H. The posting or display of any image or wording related to any website running, participating, or advertising acts allowing the subscriber to bet or gamble on an uncertain outcome, or to play a game of chance for stakes.
I. Any attempt to display, sell, or transfer materials that violate or infringe any copyright, trademark, right of publicity, patent, statutory, common law or proprietary rights of others, or contain anything obscene, libelous or threatening. Display of the trade or service marks of any credit card company on any Web page is specifically prohibited without the express written permission of the credit card company.

NOTE: Previously accepted "Celebrity sites" must either follow an acceptable "news" format, such as "movie review", e-magazine, or tabloid formats, or you must have and produce upon our request written documentation of your right to use the material on your website. That documentation must be: (1) a license of the rights; (2) consent from the rights holder or their agent; or (3) a written statement from your attorney explaining your claim to have a lawful right, or a legal defense, to display the material. CCBill may at its sole discretion accept or reject your site.

J. Reproduction or transmission of any material in violation of any local, state, U.S., or international law or regulation is prohibited. CCBill makes every

attempt in such cases to work with both U.S. and foreign law enforcement agencies to provide information about the providers and purchasers of such material. This includes the posting or display of any image or wording instructing users how to make or perform devices or situations that may violate any state, federal, or international law.

K. Websites must comply with the 18 U.S.C. 2257. Clients must determine their legal responsibility to and method of complying with 18 U.S.C. 2257 where required to do so.
L. Any material uploaded to a CCBill subscription page, (aka "join page") must be non-sexual in nature, and may only include non-nude individuals. CCBill reserves the right to review and reject any material for any reason.
M. MasterCard specifically prohibits the use of MasterCard's registered marks including the word "MasterCard" and/or their logo on any site without their written permission.
N. Any attempt to mislead the consumer as to the site's content or actual initial or recurring pricing of the venue.
O. Failure to place a clear disclosure of trial periods and recurring charges conspicuously on the website.
P. Using any wording relating to credit card use for age verification purposes.
Q. Use of blind links to the join page. Users should have a reasonable expectation of getting a signup form when they click the link.
R. No part of the venue may be hosted on a free web host or anywhere, which violates the host's AUP policy.
S. The members' area of the venue may not be inaccessible to users for more than a 24-hour period at a time, and not more than one 24-hour period in a 30-day period.
T. If client chooses to utilize the rebilling option for sites containing members' areas, the members' area must be updated in a time frame that is equal to or less than the rebilling cycle. For example, if the client bills every thirty days, they must update their members' area at least every thirty days.
U. CCBill will not process transactions for venues offering shell accounts. CCBill may cancel any accounts whose primary use can be determined as supporting the use of bots such as Eggdrop or any other programs executed on a server through a Telnet or a dial-up account.
V. CCBill will not process for sites advertising or selling the following:

1) Buyers clubs or membership clubs
2) Credit counseling or credit repair services
3) Direct marketing or non-internet type subscription merchants
4) Infomercial merchants
5) Multi-level marketing businesses
6) Outbound telemarketers
7) Prepaid phone cards or prepaid phone services
8) Rebate-based businesses

9) "Up-Sale" merchants
10) Free grants or grant giveaways
11) Cash, money-making opportunities, or making money at home opportunities
12) "Cash for opinions"
13) Grant/cash money making schemes
14) Pharmaceutical Informational Sites or any site that offer information and/or services in relation to the purchasing of Pharmaceutical drugs
15) Any website that is in violation of the card associations rules

W. CCBill will only process for escort sites if the site is acting in a directory (i.e.: phone book) capacity. CCBill will not process for websites selling escort services.
X. Using a sub-account and its signup form for a site that has been approved to process for another URL that is not registered to that sub-account and approved by a card association.
Y. "Posting in" or any other violation of card associations' rules. Violations of card association rules may result in the immediate termination of all services by CCBill including recurring billing. CCBill will hold all funds until such time as all card association fines, chargebacks, and refunds have been satisfied.

4. CCBill's Right to Cancel

In the event client's account is suspended for unacceptable conduct or suspicion of fraud, all rebilling members may be cancelled and all monies held for a period of six months to one year. In addition, CCBill reserves the right, where feasible, to implement technical mechanisms, which prevent the occurrences listed above. Furthermore, CCBill is under no obligation to notify client of its actions.

CCBill may deactivate CCBill accounts or sub accounts that have not processed any transactions within a 90-day period or he CCBill join page is not viewable from the home URL of the venue. Accounts are deactivated in order to minimize the unnecessary operational cost associated with maintaining them in the system.

Compliance with Rules of Other Networks

Any access to other networks connected to CCBill's Internet service must comply with the rules for that network as well as with CCBill's rules.

Monitoring/Privacy

CCBill reserves the right without your permission to monitor any and all communications through or with its facilities as well as all Clients' sites for compliance with this AUP and

CCBill's Terms and Conditions. CCBill may also be required to provide access to Client's websites to representatives of the card associations and/or their acquiring members for monitoring for compliance with their operating rules. Client agrees that CCBill is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for CCBill's employees to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred.

Cooperation with Authorities

CCBill reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, trademarks, child pornography, postings or E-mail containing threats of violence or other illegal activity.

Confidentiality of Personal Subscriber Information

CCBill will not release any client or customer personal subscriber information, nor client or customer billing information, to any third party except upon presentation of a valid court order, or request to which CCBill is legally required to respond to. Client agrees that CCBill's judgment as to the validity of any court order, subpoena, or request shall be considered proper and final.

CCBill's Right to Modify These Acceptable Use Policies

CCBill may modify these Acceptable Use Policies on its website in any way, at any time. It is your responsibility to review the AUP on the website on a regular basis to ensure compliance with the latest version of this AUP. Your use of CCBill's services after such changes have been posted shall constitute your acceptance of the modifications to these policies.

We hope the AUP is helpful in clarifying the obligations of Internet users, including CCBill and its clients, as responsible members of the Internet. Any complaints about a client's violation of the AUP should be sent to abuse@ccbill.net.

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