CLIENT ACCEPTABLE USE POLICY (AUP)

Merchant use of the services provided by CCBill, LLC to its merchants or their affiliates constitutes acceptance of these policies as outlined.

Any notifications of violations of these Acceptable Use Policies or questions regarding the content of this policy should be addressed to abuse@ccbill.com.

INTRODUCTION

The following Acceptable Use Policy (AUP) is applicable to all merchants utilizing the transaction processing services of CCBill. While the policy is proprietary to CCBill, it has been created through the integration of card association rules and acquiring bank regulations with the goal in providing the most equitable policy for our merchant clients. The primary purpose of CCBill, LLC is to facilitate and manage consumer access and sales of Merchant venues and products. It is CCBill's intention to accept payments from customers for access to Merchant sites for products and services with minimal or no interference from CCBill. However, many of the individual credit card associations and acquiring banks have specific guidelines for their use. This policy is intended to inform the Merchant of what the card associations, banking partners, and ultimately CCBill considers 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, illegal, or illicit 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 Merchant will follow the policies set forth herein. As stated, these policies are drawn from card association rules, applicable law and generally accepted standards of Internet conduct. They are intended to ensure protection of CCBill's technical resources, ability to continue to provide high quality service to the Merchant, consumer and affiliates, and protect CCBill's reputation as a service provider.

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

UNACCEPTABLE CONDUCT

The types of conduct described herein 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.

The account holder will be held responsible for the actions of their business relationships (Vendors, Referrers, Associates, etc.) that may impact CCBill. Merchant cooperation is necessary to ensure that those involved in these relationships comply with CCBill's AUP. In the event that a Merchant Client or a Merchant Client's associates violate any of the following policies, CCBill expects its merchants to immediately cease any non-compliant action or discontinue any business relationship with the violating entity. In CCBill's sole and reasonable discretion, continuing violations may result in the termination of CCBill's agreement with its Merchant Client.

1. SPAMMING OR HARASSMENT

A. The word "Spam" as applied to Email means "Unsolicited Bulk Email":
   1) "Unsolicited" means that the Recipient has not granted verifiable permission for the message to be sent.
   2) "Bulk" means that the message is sent as part of a larger collection of messages, all having substantively identical content.

   A message is Spam only if it is BOTH Unsolicited and Bulk.

A. Unsolicited Email is normal email (Examples: first contact enquiries, job enquiries, sales enquiries).

B. Bulk Email is normal email (Examples: subscriber newsletters, customer communications, discussion lists).

C. An electronic message is "spam" if (A) the recipient's personal identity and context are irrelevant because the message is equally applicable to many other potential recipients; AND (B) the recipient has not verifiably granted deliberate, explicit, and still-revocable permission for it to be sent.
D. 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).
E. Sending unsolicited mass E-mailings (i.e., to more than 25 users) that provoke complaints from the recipients.
F. Engaging in activities described in sections (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 merchant.
G. Engaging in abuse or harassment of other individuals on the Internet after being asked to stop by those individuals and/or by CCBill.
H. Mail bombing, e.g., sending bulk and unsolicited E-mail to individuals or to individual business accounts.
I. Impersonating another user or otherwise falsifying one's user name in E-mail, Usenet postings, ICQ, 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 orders 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 that is specifically excluded in the Terms and Conditions Exhibit A: Tangible Goods AUP.
B. Any attempt to bypass or remove CCBill's name, logo, or customer support link from the CCBill provided payment page.
C. Failure to fulfill access or services sold to customer in a trial order, single order, or recurring order.
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 in a sexual or erotic manner, 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 consumer to bet or gamble on an uncertain outcome, or to play a game of chance for stakes.

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.

I. 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 international 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.
J. Websites must comply with the 18 U.S.C. 2257. Merchants must determine their legal responsibility to and method of complying with 18 U.S.C. 2257 where required to do so.
K. Any material uploaded to a CCBill payment page must be non-sexual in nature, and may only include non-nude individuals. CCBill reserves the right to review and reject any material submitted for inclusion on a CCBill provided payment page for any reason.
L. 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.
M. 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.
N. Any attempt to mislead the consumer as to the site's content or actual initial or recurring pricing of the venue.
O. Any attempt to mislead the consumer as to the product or service provided or the price for that product or service.
P. Failure to place a clear disclosure of trial periods and/or recurring charges conspicuously on the website.
Q. Using any wording relating to credit card use for age verification purposes.
R. Use of blind links to the payment page. Buyers should have a reasonable expectation of opening a payment form when they click the link.
S. No part of the website may be hosted on a free web host or anywhere which violates the host's AUP policy.
T. The paid access area of the website 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.
U. If a merchant chooses to utilize the rebilling option for sites containing paid access areas, the paid access area must be updated in a time frame that is equal to or less than the rebilling cycle. For example, if the merchant bills every thirty days, they must update their paid access area at least every thirty days.
V. CCBill will not process orders for websites offering shell accounts. CCBill may cancel any accounts whose primary use can be determined as supporting the use of bots or any other programs executed on a server through a Telnet or a dial-up account.
W. CCBill will not process for sites advertising or selling the following:
    1) Buyer's 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
16) Credit Protection/Identity Theft Protection

X. 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 or in which fees for services are displayed.
Y. Using a sub-account and its payment 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.
Z. "Posting in" or any other violation of card associations' rules.
AA. 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 a merchant'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 its merchant of its actions.

CCBill may deactivate CCBill accounts or sub accounts that have not processed any orders within a 90-day period or the CCBill payment page is not viewable from the home URL of the website.

5. 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.

6. Monitoring/Privacy

CCBill reserves the right, without your permission, to monitor any and all communications through or with its facilities as well as all Merchant sites for compliance with this AUP and CCBill's Terms and Conditions. CCBill may also be required to provide access to Merchant's websites to representatives of the card associations and/or their acquiring members for monitoring for compliance with their operating rules. The CCBill merchant 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.

7. Cooperation with Authorities

CCBill will 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.

8. Confidentiality of Merchant Business, Personal and Personal Subscriber Information

CCBill will not release any merchant, affiliate, or customer personal subscriber information, nor merchant 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. The merchant agrees that CCBill's judgment as to the validity of any court order, subpoena, or request shall be considered proper and final.

9. 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 the merchant's responsibility to review the AUP on the website on a regular basis to ensure compliance with the latest version of

this AUP. Use of CCBill's services after such changes have been posted shall constitute acceptance of the modifications to these policies.

The Acceptable Use Policy is intended to help clarify the obligations of Internet users, including CCBill and its merchants, as responsible members of the Internet. Any concerns about merchant, affiliate or consumer violations of this AUP should be sent to abuse@ccbill.com.

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