

CARBINTECH TERMS OF SERVICE



1. Carbintech INC may only be used for lawful purposes. Customer will not store or provide any Content or User Content that: (a) violates any federal, state, or local law, statute, ordinance, or regulation (including, without limitation, export control, consumer fraud, unfair competition, antidiscrimination, gambling, or false advertising laws); (b) is defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (c) is obscene, child pornographic, or indecent; (d) violates any third party's right of publicity or right of privacy; or (e) contains any IRC application, bots, egg drops, viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

2. Customer will not store or provide any Content or User Content, practice any software or business methods, or use a domain name that infringes any party's Intellectual Property. "Intellectual Property" means any and all property rights under copyright, moral right, trademark, patent, trade secret, or right of publicity law, or any other rights in works of authorship, inventions, designations of source, persona, or economically valuable information.

3. Carbintech INC exercises no control over the Content, User Content, or other information passing through Carbintech INC.

4. Carbintech INC does not monitor and is not obligated to monitor the Content and User Content and has not been informed by Customer of the Content, User Content, or nature of the Content on Customer's Website.

5. Customer will not use Carbintech INC's hardware or service to misrepresent Customer's identity.

6. Customer will not attempt to undermine the security or integrity of, or gain unauthorized access to, Carbintech INC's hardware, operating systems or any other computing systems or networks.

7. Customer will not attempt to use IP Address not directly assigned by Carbintech INC staff. Attempting to use unauthorized IP Addresses may result in IP Conflict. Any server found using IPs, which was not officially assigned, will be suspended from network access until such time as the IP address conflict can be corrected.

8. Customer will use Carbintech INC's hardware and services in accord with Carbintech INC's Acceptable Use Policy. The Acceptable Use Policy and any modifications thereof will be posted at Carbintech INC's website at: <http://www.carbintech.net>, Customer's continued use of Carbintech INC's hardware and services constitutes Customer's acceptance of the Acceptable Use Policy and any modifications thereof.

9. If Carbintech INC becomes aware of a violation of the Terms of Service, Carbintech INC will investigate and may, in its sole discretion, terminate hosting under the Hosting Agreement.

10. These Terms of Service may be modified at any time. Any modifications will be delivered to Customer in electronic mail or written form, and posted at Carbintech INC's website. Customer's continued use of Carbintech INC's hardware and services after modification of these Terms of Service constitutes Customer's acceptance of the modifications.

11. Customer will require Users to agree to and abide by these Terms of Service or substantially equivalent terms.