

Nitrex Ltd

Policy Statement

January 1st 2007

Acceptable User Policy



Acknowledgment and Acceptance of Nitrex User Agreement

nitrex ltd, ("Nitrex") shall provide e-mail products and services ("the Nitrex Service") to you ("User") under the terms and conditions of this Nitrex User Agreement ("the Agreement"). USER UNDERSTANDS AND ACKNOWLEDGES THAT USER IS ENTERING INTO AN AGREEMENT WITH NITREX AND NOT THE WEB SITE WITH WHOM NITREX HAS ASSOCIATED TO BRING YOU THIS SERVICE. BY COMPLETING THE REGISTRATION PROCESS AND BY CLICKING ON THE "ACCEPT" BUTTON YOU ARE AGREEING TO BECOME A PARTY TO THIS AGREEMENT WITH NITREX AND TO THE TERMS AND CONDITIONS HEREIN AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ANY APPLICABLE ASSOCIATE STATEMENT ACCESSIBLE FROM THE LOGIN PAGE OF THIS E-MAIL SITE. PERSONS UNDER 13 MAY NOT SIGN UP FOR THE NITREX SERVICE AT THIS TIME.

1. ACCEPTABLE USE POLICY

The following policy governs the use of the Nitrex Service by User. User will comply with the terms and spirit of the Agreement.

(a) User shall not use the Nitrex Service for spamming. Spamming includes, but is not limited to

- the bulk sending of unsolicited messages, or the sending of unsolicited e-mails which provoke complaints from recipients,
- the sending of junk mail,
- the use of distribution lists that include people who have not given specific permission to be included in such distribution process,
- posting commercial ads to USENET newsgroups that do not permit it,
- posting articles containing binary encoded data to anon-binary newsgroups,
- excessive and repeated posting off-topic messages to newsgroups,
- excessive and repeated cross-posting,
- e-mail harassment of another Internet user or users, including but not limited to, transmitting any threatening, libelous or obscene material, or material of any nature which could be deemed to be offensive, and
- the e-mailing of age- inappropriate communications or content to anyone under the age of 18.

Nitrex Acceptable User Policy

Nitrex reserves the right to put in place spam monitoring and control systems to reduce spam sent to and from Users.

User is hereby advised that Nitrex may implement the use of the Habeas Sender Warranted Email Program. This means that Nitrex guarantees, on User's behalf, that any e-mail sent through Nitrex's servers is not spam, and the only e-mail which User will send from Nitrex's servers is e-mail which User sends to a single addressee, to a group consisting only of User's friends and family members or individuals with whom User has an established professional relationship, or to a group for whom User has the verified permission of each recipient to include them in a mailing list. Should User cause e-mail that does not meet these criteria to be sent through Nitrex's servers, User understands and agrees that this is a breach of Nitrex's Terms of Service, which may result in User's account being terminated, with or without notice, and/or legal action against User for misuse of the Habeas trademark and copyright. For more information see <http://www.habeas.com/>.

Nitrex shall make reasonable attempts to respond to complaints made by User regarding the receipt of spam or other harassing e-mail or, in the case of a User under the age of 18, complaints from such User or from such User's parent or guardian regarding the receipt of spam, other harassing e-mail, or e-mail containing any age-inappropriate communications or content. Where that complaint relates to the account of a Nitrex User

(b) User shall not use the Nitrex Service in a manner which violates any city, state, national or international law or regulation, or which fails to comply with accepted Internet protocol. User shall not attempt to interfere in any way with Nitrex networks or network security, or attempt to use the Nitrex Service to gain unauthorized access to any other computer system.

(c) User shall at all times provide Nitrex with accurate information. User shall immediately notify Nitrex of any security breach in or unauthorized use of User's account. User shall not interfere in any way with another User's use of, or Nitrex's provision of the Nitrex Service. User shall not resell, rent, lease, grant a security interest in, or make commercial use of the Nitrex services without the express written consent of Nitrex.

(d) User agrees to use Nitrex E-mail addresses containing the names of colleges, universities, celebrities, entertainment properties, businesses, or teams for personal use only and not for any commercial purpose.

(e) User agrees not to transfer E-mail address for gain or otherwise. Transfer of such E-mail address will result in termination of contract with end user.

(f) User agrees not to use the Nitrex service

- for deceptive or fraudulent practices. Or any activity infringing on the intellectual property rights of others, including, but not limited to, copyrights, trademarks, service marks, trade secrets, patents.
- to take actions that restrict or inhibit any Person, whether a customer of Nitrex or otherwise, in its use or enjoyment of any Nitrex service or network.

Nitrex Acceptable User Policy

- for the deliberate transmission of computer viruses worms, trojan software, or other malicious programs.
- for interfering with, disrupting, or denying service including, but is not limited to, using any technique to intentionally degrade or disable the delivery of any legitimate data (e.g., denial of service attacks).
- for maintaining an Open Email Relay/Open Data Relay or allowing any data to be sent through one's system by an unrelated third party, including, but is not limited to, via open email gateways and open proxy servers, poorly configured equipment.
- to post the same or similar messages to large numbers of Usenet newsgroup ("Newsgroup spam").
- to post excessive numbers of identical or similar messages to any number of Usenet newsgroups from the Nitrex network or networks of other Internet Service Providers

(g) The User must notify Nitrex at any point they have reason to believe that User and/or Network and/or Access security may be compromised. User is responsible and accountable for protecting passwords, and for any authorized or unauthorized use of Nitrex systems and/or networks accessed or maintained by use of a User security methods.

(h) User is responsible for all content or information residing on, obtained or transmitted via the Nitrex Service.

(i) Nitrex reserves the right, without prior notice, to perform vulnerability tests on systems residing on IP address space belonging to Nitrex which may be allocated for Customer use. The purpose of such testing includes, but is not limited to, testing of mail servers or proxy servers for unrestricted third party relaying. Nitrex will use reasonable efforts to ensure that such testing will not adversely affect Service provided to Customer and where possible compromise the security of Customer's network. The User is responsible for correcting any system vulnerability upon notification. Customer must terminate operations of a known compromised system.

(k) User is responsible for any costs incurred as the result of any modification of, alteration to, or other tampering with any hardware or software configuration provided as part of any Nitrex Service.

Privacy Policy Review our privacy policy.

2. PRIVACY POLICY: LAST UPDATED: JANUARY 1, 2007

Nitrex strives to offer its visitors the many advantages of Internet technology and to provide an interactive and personalized experience. We may use Personally Identifiable Information (your name, e-mail address, street address, telephone number) subject to the terms of this privacy policy. We will never sell, barter, or rent your email address to any unauthorized third party. Period."

2.1 How we gather information from users

How we collect and store information depends on the page you are visiting, the activities in which you elect to participate and the services provided. For example, you may be asked to provide information when you register for access to certain portions of our site or request certain features, such as newsletters or when you make a purchase. You may provide information when you participate in sweepstakes and contests, message boards and chat rooms, and other interactive areas of our site. Like most Web sites, Nitrex also collects information automatically and through the use of electronic tools that may be transparent to our visitors. For example, we may log the name of your Internet Service Provider or use cookie technology to recognize you and hold information from your visit. Among other things, the cookie may store your user name and password, sparing you from having to re-enter that information each time you visit, or may control the number of times you encounter a particular advertisement while visiting our site. As we adopt additional technology, we may also gather information through other means. In certain cases, you can choose not to provide us with information, for example by setting your browser to refuse to accept cookies, but if you do you may be unable to access certain portions of the site or may be asked to re-enter your user name and password, and we may not be able to customize the site's features according to your preferences.

2.2 What we do with the information we collect

Like other Web publishers, we collect information to enhance your visit and deliver more individualized content and advertising. We respect your privacy and do not share your information with anyone.

Aggregated Information (information that does not personally identify you) may be used in many ways. For example, we may combine information about your usage patterns with similar information obtained from other users to help enhance our site and services (e.g., to learn which pages are visited most or what features are most attractive). Aggregated Information may occasionally be shared with our advertisers and business partners. Again, this information does not include any Personally Identifiable Information about you or allow anyone to identify you individually.

We may use Personally Identifiable Information collected by Nitrex to communicate with you about your registration and customization preferences; our Terms of Service and privacy policy; services and products offered by Nitrex and other topics we think you might find of interest.

Personally Identifiable Information collected by Nitrex may also be used for other purposes, including but not limited to site administration, troubleshooting, processing of e-commerce

Nitrex Acceptable User Policy

transactions, administration of sweepstakes and contests, and other communications with you. Certain third parties who provide technical support for the operation of our site (our Web hosting service for example) may access such information. We will use your information only as permitted by law. In addition, from time to time as we continue to develop our business, we may sell, buy, merge or partner with other companies or businesses. In such transactions, user information may be among the transferred assets. We may also disclose your information in response to a court order, at other times when we believe we are reasonably required to do so by law, in connection with the collection of amounts you may owe to us, and/or to law enforcement authorities whenever we deem it appropriate or necessary. Please note we may not provide you with notice prior to disclosure in such cases.

2.3 Affiliated sites, linked sites and advertisements

Nitrex expects its partners, advertisers and affiliates to respect the privacy of our users. Be aware, however, that third parties, including our partners, advertisers, affiliates and other content providers accessible through our site, may have their own privacy and data collection policies and practices. For example, during your visit to our site you may link to, or view as part of a frame on a Nitrex page, certain content that is actually created or hosted by a third party. Also, through Nitrex you may be introduced to, or be able to access, information, Web sites, features, contests or sweepstakes offered by other parties. Nitrex is not responsible for the actions or policies of such third parties. You should check the applicable privacy policies of those third parties when providing information on a feature or page operated by a third party.

While on our site, our advertisers, promotional partners or other third parties may use cookies or other technology to attempt to identify some of your preferences or retrieve information about you. For example, some of our advertising is served by third parties and may include cookies that enable the advertiser to determine whether you have seen a particular advertisement before. Other features available on our site may offer services operated by third parties and may use cookies or other technology to gather information. Nitrex does not control the use of this technology by third parties or the resulting information, and is not responsible for any actions or policies of such third parties.

You should also be aware that if you voluntarily disclose Personally Identifiable Information on message boards or in chat areas, that information can be viewed publicly and can be collected and used by third parties without our knowledge and may result in unsolicited messages from other individuals or third parties. Such activities are beyond the control of Nitrex and this policy.

2.4 Children

Nitrex does not knowingly collect or solicit Personally Identifiable Information from or about children under 13 except as permitted by law. If we discover we have received any information from a child under 13 in violation of this policy, we will delete that information immediately. If you believe Nitrex has any information from or about anyone under 13, please contact us at the address listed below...

2.5 Changes to this Policy

Nitrex reserves the right to change this policy at any time. Please check this page periodically for changes. Your continued use of our site following the posting of changes to these terms will mean you accept those changes. Information collected prior to the time

Nitrex Acceptable User Policy

any change is posted will be used according to the rules and laws that applied at the time the information was collected.

2.6 Title

Title, ownership rights, and intellectual property rights in all content and material that is part of, contained in, or accessed through the Nitrex Service, and provided by either Nitrex or sponsors or any other content provider shall remain the sole property of Nitrex and/or its sponsors or any other content provider. User acknowledges and agrees that certain college, university, team, celebrity or business names contained within Nitrex E-mail addresses may represent protected trademarks and service marks. Such content and materials are protected by the copyrights, trademark, service mark and patent laws and treaties.

2.7 Indemnification

User agrees to indemnify and hold Nitrex and its licensors, parents, subsidiaries, affiliates, network partner sites, officers and employees ("Affiliated Parties"), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of the Nitrex Service, the violation of the Agreement by User, or the infringement by User, or by any other user of the Nitrex Service using User's computer, of any intellectual property or other right of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material contained in any User communications.

Disclaimer of Warranty NITREX EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE NITREX SERVICE. THE NITREX SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE PERFORMANCE OF, OR ARISING OUT OF THE USE OF THE NITREX SERVICE IS BORNE BY USER. NITREX MAKES NO WARRANTY REGARDING ANY GOODS, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH THE USE OF THE NITREX SERVICE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO USER AND USER MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

2.8 Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL NITREX OR ITS LICENSORS OR RESELLERS BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM THE USE OF OR THE INABILITY TO USE THE NITREX SERVICE, THE PERFORMANCE OF NITREX SERVICE, OR DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFIT, BUSINESS STOPPAGE, LOSS OF DATA OR BUSINESS INFORMATION, COMPUTER DAMAGE, OR DAMAGES RESULTING FROM UNAUTHORIZED ACCESS TO OR CHANGES MADE TO USER'S TRANSMISSIONS OR DATA, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL NITREX BE LIABLE FOR ANY DAMAGES IN EXCESS OF WHAT NITREX RECEIVED FROM USER FOR THE NITREX SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO USER.

Nitrex Acceptable User Policy

2.9 Storage

Nitrex assumes no responsibility for the deletion or failure to store, deliver or timely deliver messages. Without limiting the foregoing sentence, Nitrex may, from time to time and without notice, set limit(s) on the number of messages a user may send, store, or receive through the service, and Nitrex retains the right to delete any E-mails above or below such limit(s) as well as to deactivate any account which is over such limit(s) without any liability whatsoever, and User hereby releases Nitrex from any such liability. Any notice provided by Nitrex to Users in connection with such limit(s) shall not create any obligation to provide future notification regarding any change(s) to such limit(s).

2.10 Infringement

User represents that the user id selected by the User, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and is not being selected for any unlawful purpose. User acknowledges and agrees that if such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, Nitrex may immediately suspend the use of such Nitrex E-mail address, and User will indemnify and hold Nitrex harmless, in accordance with the Indemnification section above, for any claim or demand against Nitrex that arises out of such selection. User acknowledges and agrees that neither Nitrex nor any of its licensors shall be liable to User in the event Nitrex is ordered or required, as a result of a court order or legal settlement, or contractual requirement with any licensor, to desist from using or permitting the use of a particular domain name as part of a Nitrex E-mail address. If as a result of such action, User loses an E-mail address, the User's sole remedy shall be the receipt of a replacement Nitrex E-mail address.

2.11 Modification

Nitrex reserves the right to modify the Nitrex Service as described in the Agreement and on the site, and to change the terms and conditions of the Agreement at any time, without notice. Continued use of the Nitrex Service after such modifications shall be deemed an acceptance by the User to be bound by the terms of the modified Agreement.

2.12 Termination

Nitrex Service may be terminated for any reason, in whole or in part, effective immediately, by either Nitrex at any time without notice and without any liability whatsoever, and User hereby releases Nitrex from any such liability. Upon termination, User's right to use the Nitrex Service immediately ceases, and Nitrex is not obligated to forward any unread or unsent messages to User or any third party. Nitrex shall not be liable to User or any third party for termination of the Nitrex Service. In the case of a terminated paid Nitrex Service ("Premium Service"), upon written request to Nitrex, User shall receive at Nitrex's option, either i) reimbursement of the pro-rata portion of the amount paid for the period remaining on User's account for the terminated Premium Service; or ii) credit for another Premium Service equivalent to the pro-rata portion of the amount paid for the period remaining on User's account for the terminated Premium Service. There shall be no reimbursement or credit if the Nitrex Service is terminated due to User's violation of the terms of this Agreement. Nitrex reserves the right to terminate User's E-mail address in the event that Nitrex's rights to use certain domain names or E-mail addresses terminate or expire. In addition, Nitrex retains the right, at Nitrex's sole discretion, to terminate any and all parts of the Nitrex Service provided to User, without refunding User for any annual fees paid but not yet accrued, if it determines that User has failed to comply with any of the terms of the Acceptable Use Policy. If Nitrex determines

Nitrex Acceptable User Policy

that User has failed to comply with any of the terms of the Acceptable Use Policy above, Nitrex shall, if and when it deems it appropriate, (1) facilitate criminal prosecution against such User by referring User's spamming activity to the appropriate legal authorities, and (2) bring a civil action against such User, who shall be liable to Nitrex for any direct, indirect, special, incidental, or consequential damages incurred by Nitrex as a result of User's spamming or other prohibited activity.

2.13 Severability

If any provision hereof shall at any time be held to be void, invalid or unenforceable, such provision shall be construed as severable and shall not in any way affect or render void, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if such void, invalid or unenforceable provision were not part of this Agreement.

2.14 Action Limit

User and Nitrex agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

2.15 No Waiver

No waiver on the part of Nitrex to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.

2.16 Nitrex Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of any Nitrex successor companies or assigns.

2.17 Headings

The headings in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision thereof.

2.18 Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to the subject matter hereof.

2.19 Governing Law

This Agreement shall be governed by and construed or interpreted in accordance with the laws of England and Wales

To report a violation of this User Agreement, please write to abuse@nitrex.net). If you are forwarding an unsolicited commercial email ("spam") message, please be sure to include the full headers. Note: general customer service questions should be directed to support@nitrex.net .