

# ATLANTIC BUSINESS TECHNOLOGIES, INC.

## WEB HOSTING ADDENDUM TO TERMS AND CONDITIONS

**SUMMARY:** This Web Hosting Addendum ("Addendum") supplements and provides additional terms to the standard Terms and Conditions, including any other addendums, and becomes an integral part of all proposals, contracts, and work supplied to the customers of Atlantic Business Technologies, Inc. ("ABT") and acceptance of a proposal or contract, or any instructions by Client to ABT to commence work or services shall be deemed acceptance of this Addendum.

1. The Client may only use ABT's Web Hosting services ("services") for lawful purposes. If ABT reasonably believes that the service is being used for improper or unlawful purposes, or otherwise in violation of this Addendum, ABT may immediately discontinue service to Client without liability other than to refund any unearned fees.
2. Whether or not lawful, the following uses are prohibited and shall be cause for immediate termination of web services and this Agreement without notice to the Client:
  - a. Unauthorized distribution or copying copyrighted software, violation of US export restrictions, embarrassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities;
  - b. Unsolicited advertising via email and/or "Spamming", which may also be a violation of State and Federal Law.
  - c. Using a non-existing email return address on a commercial solicitation, spamming (sending unsolicited advertising to numerous email addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user), trolling (posting outrageous messages to generate numerous responses, mailbombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, or attempting without authorization to enter into a secured computer system. Whether or not use by Client constitutes a prohibited use shall be in the sole determination of ABT;
3. Security of the services is not guaranteed. Confidential or sensitive data, proprietary software and other secret information should not be transmitted by means of the services provided by ABT. ABT assumes no responsibility for loss or theft of information transmitted. Additional systems may be available at extra cost in a good faith effort by ABT to enhance security. Providing enhanced or additional systems shall not be deemed to commit ABT to a higher standard of care or security, Client recognizing that the fees paid to ABT are not sufficient to guarantee or insure any particular level of security of the services.
4. Users are prohibited from violating or attempting to violate the security of the ABT Network, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. ABT will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.
5. Client shall not allow any of its employees, agents, customers, e-mail account holders or any other user of the services to send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ("spam") or to use an e-mail account in any way that could be reasonably expected to adversely impact the ABT services.
6. Client shall not transfer data in excess of agreed monthly allowances without the consent of ABT and paying an additional negotiated fee.
7. The term shall be as set out in separate specifications. Thereafter it shall be deemed renewed on a month to month basis until notice is given in writing one calendar month prior to intended termination.
8. Unless otherwise agreed, payment shall be by credit card authorization. Termination of authorization, or refusal to accept ABT charges shall be grounds for immediate termination of services. Termination shall not be deemed a limitation of any other legal rights of ABT to collect outstanding balances.