

## **Terms of Service and Privacy Statement**

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This Agreement is between "Bill Crescenzo Information Technology Professionals", (BCITPRO) a Division of Bill Crescenzo Electric Inc. and the party specified in the "Contracts". Such party shall be referred to herein as the "Customer" and shall enter into this Agreement by signing the Contract above and then faxing, mailing or otherwise transmitting the Contract to BCITPRO.

For good and valuable consideration, the parties agree as follows:

### **1 - AUTHORIZATION**

By signing our contracts, or placing an online order, you acknowledge and agree that the prices, specifications, and conditions are satisfactory and are hereby acceptable to you; that BCITPRO is authorized to perform the work as specified; that you have read the terms and conditions; that you agree and accept the terms and conditions; that you authorize BCITPRO to bill you or term account for the products and services; that you acknowledge and agree that if you make any changes to the scope of the work to be performed by BCITPRO on your behalf, which differs from the products and/or services in the contract or online order, you authorize BCITPRO to bill you or term account for all additional products and services; you acknowledge and agree that if you are ever in default of payment to BCITPRO, then BCITPRO shall have the right to de-activate your services, and BCITPRO shall not be liable to you or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages (including without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss), that results or have alleged to have resulted from such de-activation. In addition, once you are no longer in default and your account is brought current; that you acknowledge and agree that BCITPRO shall have the right to charge you a re-activation fee to re-activate your services.

### **2 - SERVICES**

BCITPRO will provide Information Technology Services to Customer including Internet facilities & Computer/Networking Services consisting of some or all of: connectivity, hardware management, software management, application providing, web hosting, web design, website promotion, network management, graphic design, and/or related services described in the contract signed by Customer from BCITPRO's then published list of services offered. The specific plan of Services to be provided initially to Customer shall be as selected in the order form contract or online order and thereafter as established through correspondence between Customer and BCITPRO.

### **3 - SUPPORT**

BCITPRO will provide to Customer standard technical support free of charge with no time or call frequency limit for issues related to our products associated with normal operation of Customer's website or service. Standard Support shall include only diagnosis and repair of any malfunction of standard network, equipment, and web server hardware or software provided with Customer's plan of Services. Customers will be notified if their support call is not free prior to incurring any expenses. No support shall be provided for any issue not directly related to any Standard Support described above, including but not limited to issues related to web design, third party web design and software configuration or troubleshooting (including 3rd party email clients), and training. Customer may request additional support for items not covered by Standard Support, which would be billed at a specified hourly rate determined solely by BCITPRO.

### **4 - TERM**

The initial term of this Agreement shall be as stated in the Contract . The Initial Term shall begin upon commencement of Service to Customer, provided, however, no Service shall commence unless and until BCITPRO receives and accepts a completed Contract or Online Order from Customer, plus payment in full for Services to be rendered during the Initial Term and any setup charges. BCITPRO reserves the right to reject any submitted Contract or Online Order for any or no reason prior to written acceptance thereof by BCITPRO. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically terminate. Customer may renew upon notification up to 90 days prior to renewal date if possible without account de-activation. Renewal fees are subject to the current published fee schedule. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term".

### **5 - TERMINATION, CANCELLATION, DE-ACTIVATION AND RE-ACTIVATION**

This Agreement may be terminated:

- (1) by the Customer at any time, without cause;
- (2) by BCITPRO, without cause, by giving the other party 15 days prior notice;
- (3) by BCITPRO, at any time, upon 20 days prior notice if in the sole judgment of BCITPRO, Customer breaches any material provision of this Agreement and has not cured same by the end of the 10 days;
- (4) by BCITPRO at any time in the event of nonpayment by Customer and
- (5) by BCITPRO, at any time, without notice, if, in BCITPRO's sole judgment, Customer is in violation of any terms or conditions of BCITPRO's Service Usage Policy. If cancellation is due to your abuse of our policies, there will be no refund. In the event

Customer's account is terminated for cause, all files and data belonging to Customer will be permanently deleted upon termination without the possibility of recovery. If a Customer voluntarily terminates his/her account, BCITPRO agrees to reimburse that Customer the unused portion of the pre-paid service within 30 days of the initial valid cancellation notice.

SEE OUR REFUND POLICY BELOW.

A cancellation notice shall only be deemed valid if you call or fax our office to speak with our representatives or sent to [billing@billcrescenzelectric.com](mailto:billing@billcrescenzelectric.com). Cancellations are then only valid when confirmed by BCITPRO. If a Customer's account is terminated for cause, refund will be issued at the sole discretion of BCITPRO. BCITPRO reserves the right to modify its refund policy at any time in accordance with current market conditions. De-Activation of service does not necessarily imply termination of this Agreement and Services. Charges will continue to accrue as if no De-Activation had occurred and a Re-Activation Fee may be imposed.

## **6 - PAYMENTS AND REFUNDS**

### **Payments**

All fees for Services rendered or provided to Customer shall be in accordance with BCITPRO's current fee schedule. We provide the service of being able to pay for your purchases via Visa, MasterCard, Discover Card, American Express, Debit Cards, and Company Check. Your payment via credit card shall be done at your own risk. BCITPRO shall protect your credit card number within its business office. However, BCITPRO shall not be liable for any unauthorized use of your credit card by persons other than BCITPRO, or its officers and employees.

Under no circumstances shall BCITPRO or its officers be liable to you or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages that result or have alleged to have resulted from the unauthorized use of your credit card by persons other than BCITPRO, or its officers and employees. All credit card charges will appear as INPUTHERE on your bank card statement.

If you feel more secure with sending us your payment via check or money order offline, we have provided a way to do that via the U.S. Mail (see address below). All sales must be paid in U.S. Dollars. All sales are final unless otherwise specified. All taxes, fees and governmental charges relating to the Services provided hereunder shall be paid by Customer. If your account status is new with us, we require all services to be paid in full prior to the start of any work. There are no exceptions. If your terms are due upon receipt, payment is expected upon the receipt of the statement via credit card (or check if pre-arranged). Our Upon Receipt Payment Terms structure is based on the premise that all statements are due and payable upon receipt, but in any event no later than 30 days

thereafter. If payments are delayed beyond that, we reserve the right to charge interest at the highest interest rate permitted by law from that due date until we receive payment in full. We also reserve the right to Deactivate any services that we provide to you until payment in full is received. If paying by check or credit card and your check is returned unpaid (NSF) or a credit card charge is disputed you will incur a \$ INPUTHERE processing fee for each occurrence. In addition to a processing fee you may be subject to other fees if necessary to collect monies that are due for services provided and your service or website may be de-activated until all issues are satisfied. A re-activation fee is required once de-activation occurs.

Payments for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period and 90 days prior. Customer will receive an invoice for the charges for the Services rendered or provided by BCITPRO for such renewal period, plus any additional Services rendered or provided by BCITPRO to Customer for the preceding month of the Term, and any other charges or fees then due hereunder. Payment in full of such invoiced amount is due upon receipt of the invoice unless otherwise stated. Renewal fees are subject to our current published fee schedule. If Customer account is De-Activated (suspended) for any reason a Re-Activation Fee of \$ INPUTHERE may be imposed. Some of our packages require minimum term agreements for hosting services. Some of our packages require a surcharge if you are not hosting with us.

Our Mailing Address is:

Bill Crescenzo Electric Inc.  
ATTN: I.T. Division  
P.O. Box 358  
Chester Heights, PA 19017 USA

## **Refunds**

All of our Products and Services (except integration/activation fees, templates, monthly services, and used billable hours) have a 30 Day Money Back Guarantee. If you are not satisfied within a 30 day time period BCITPRO will refund your purchase within 30 days in the format that the purchase was made. After 30 days refunds will be issued at the sole discretion of BCITPRO. If you have an issue with the services that we have provided, then please contact us and we'll be more than happy to work to a conclusion that helps both parties. A refund request shall only be deemed valid if called in or faxed to our office. You may also send a request to [billing@billcrescenzolectric.com](mailto:billing@billcrescenzolectric.com). BCITPRO reserves the right to modify its refund policy at any time in accordance with current market conditions.

## **7 - CREDIT CARD DISPUTES (CHARGE BACKS)**

Purposely disputing services that have been delivered is an act of FRAUD. We prosecute to the fullest extent of the law all persons and/or companies that act in this manner. Upon charge back notification we will immediately terminate and delete the any and all web pages and e-mail messages without notice. All future account activations will be denied until the issue is settled. A charge back fee of up to \$ INPUTHERE will be posted to your account. In addition to a charge back fee you will also be responsible for the actual charge disputed amount and a Re-activation fee.

## **8 - FRAUD**

Fraud orders are unacceptable and cost all of us plenty. With that in mind, prior to charging your credit card for purchases we may require a card holder signature for verification. If requested and we do not receive your signed, faxed contract within 24 hours of your submission your contract will be void and reported as a fraudulent charge to Visa/MasterCard/Discover/American Express. If you choose not to fax a contract because you have changed your mind please notify us by calling or faxing us at our office. You may also send an email request to [billing@billcrescenzelectric.com](mailto:billing@billcrescenzelectric.com) within 24 hours.

## **9 - CUSTOMER'S RESPONSIBILITY AND CONTENT**

BCITPRO will exercise no control whatsoever over (with exception of sexual content) , nor have any responsibility or liability whatsoever for, the content of the information passing through its network. BCITPRO shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason. Furthermore, BCITPRO shall not be held responsible for maintaining backups of Customer's data in the event of loss or corruption, and Customer accepts sole responsibility for maintaining any such backups. (We do run weekly back-ups of your website and applications. You are ultimately responsible to maintain a current copy of your site other than the one on our server). All content is the responsibility of the Customer. We only accept original photos for web sites that are provided by the customer or from a licensed image company.

### **Existing Code with Additions From Us**

If your site is an existing site and we add any type of code we only warranty the code that we are creating. We do not warranty your source code as we have not created it. You acknowledge and understand that neither BCITPRO, nor any of its officers or employees, warrant existing source code not created by us. BCITPRO specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and

fitness for a particular purpose, whether expressed or implied. Under no circumstances, including negligence, shall BCITPRO or its officers be liable to you or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages (including limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss), that result or have alleged to have resulted from the use of or inability to use the existing code; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft or destruction. User ID's and Passwords are needed for us to post your website if you choose that service.

We recommend setting up a temporary user id and password if you feel strongly about security. Changing your user id and password is usually done with your Hosting Provider and in some cases can be done on-line. We can arrange the date of your web posting and once your website is posted you can change your user id and password back to what it was. Your User ID's and Passwords shall be provided by you to BCITPRO at your own risk. BCITPRO shall protect your User ID's and Passwords within its business office, but shall not be liable for any unauthorized use of your User ID's and Passwords by persons other than BCITPRO, or its officers and employees. Under no circumstances shall BCITPRO or its officers be liable to you or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages that result or have alleged to have resulted from the unauthorized use of your User ID's and Passwords by persons other than BCITPRO, or its officers and employees.

### **Virus and File Coverage**

Although we scan for virus and file corruption after your website has been created, after it leaves our control whether via posting it for you, sending it via e-mail to you or sending you the code we DO NOT guarantee that virus and/or file corruption will not occur. We recommend to run virus protection and scan disk before loading anything on your computer.

### **10 - COMPLETION POLICY**

For Customers contracting with us for web design services, all work must be completed within 30 days unless the design work is a Custom Website or Database Solution or has special circumstances pre-arranged with BCITPRO. Once all services are created and posted to Customers account the Customers project will be considered completed and closed.

## **11 - ADVERTISING AND PROMOTIONS**

Our hosting and application service packages do not require the use of external advertising in exchange for lowered costs for services. Some services include website promotion (website submission). Web site submission is done through electronic means and there are no guarantees of actual website acceptance or placement with any particular search engine provider.

## **12 - BROWSER COMPATIBILITY STATEMENT**

All websites we design, are designed to work with Internet Explorer v6.0 or higher, FireFox (which includes Mozilla and Netscape), and some versions of Safari and Opera. We use some of the latest website technologies to give you the best Web browsing experience possible. To take advantage of these powerful features you must have JavaScript enabled in your browser's preferences. The use of cookies is necessary to license a website from us. Please be sure you have cookies enabled in your browser's preferences.

### **Page Refresh Issues**

Some ISP's cache website pages to their DNS servers. This may cause problems when trying to view recent changes to your website. When connecting to the Internet we recommend taking the following actions to see recent changes:

- 1) Delete your browser cache
- 2) Hold in your CTRL KEY and at the same time press the F5 key.

## **13 - PROHIBITED USAGE**

Customer shall not use BCITPRO's Services in violation of BCITPRO's "Service Usage Policy" below.

## **14 - DISCLAIMER AND INDEMNIFICATION**

Customer agrees to use our products and services at Customer's own risk. BCITPRO shall not be held liable in any way for any improper or incorrect use of the contents in this website. BCITPRO specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, regarding the use of this website or its services. BCITPRO is not responsible or liable for the content of links to other sites, or sites linking to us and does not endorse either. BCITPRO is not responsible or liable for any types of viruses or issues arising from viruses or malfunctioning computer code because of viruses.

Submitting your contract or online order over the Internet for fax is done at your own risk and discretion. BCITPRO holds has no liability if parties other than BCITPRO's officers and employees obtain the contents of your submission. Under no circumstances, including negligence, shall BCITPRO or its officers be liable to you or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages (including without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss), that result or have alleged to have resulted from the use of or inability to use this website or its services; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to this website. BCITPRO further shall have no responsibility whatsoever to you or any third party for the accuracy or quality of information obtained through or in connection with this website or any of its services.

Customer shall defend, indemnify, save and hold BCITPRO harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages asserted against BCITPRO, its officers and employees, that may arise or result from this website or it's services. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount which Customer paid during the twelve (12) months immediately preceding the claim or the term of this Agreement, whichever is less. Duplicating or copying any content from this or any BCITPRO website or any patent pending modularized database solution that we create is a direct violation of copyright law. Unauthorized copying, distribution or use is strictly prohibited without written consent from BCITPRO. All design, images, modular database solutions, control panel administration, functionalities, applications and text are owned by BCITPRO and are subject to copyright protection.

All rights reserved.

All other copyrights remain property of their respective owners.

## **15 - GOVERNING LAW**

This Agreement, and the performances due hereunder, shall be construed and governed in accordance with the laws of the State of Pennsylvania. Venue for purposes of any court action shall be in Delaware County, PA. As such, all claims concerning this Agreement shall be brought exclusively in the State or Federal courts located in Delaware County, State of Pennsylvania. The parties hereby consent to submit to the jurisdiction of such courts located in Delaware County, State of Pennsylvania and waive any personal jurisdiction or venue defenses concerning said forum.

## **16 - DATABASE APPLICATION SERVICES**

BCITPRO only grants to you a license to use the database applications created, but the code and functionality which is used in creating the website belongs to BCITPRO. No license is granted to you for the purpose of reverse engineering from the source code, reverse compiling from the source code or for making derivative works from the source code. Unauthorized copying, distribution or use is strictly prohibited without written consent from BCITPRO. Although we run weekly back-ups of your website/database application, you are ultimately responsible to maintain a current copy of your database other than the one on our servers.

## **17 - WEB DESIGN PACKAGES SOURCE CODE OWNERSHIP & WARRANTY**

The code that is being created for your web design package is custom created just for your account. Ownership rights of the code purchased are transferred to the Customer when the project is complete and closed. Because we are creating a program (website) code ownership allows you to make adjustments, transfer among servers if switching hosts and other general business procedures. Code ownership does not include making derivative works from the source code. Unauthorized copying, distribution or use is strictly prohibited without written consent from BCITPRO.

Basically we don't want you to take code that is written for a specific project and copy it to make another project with the same code. That would be like buying a copy of any off the shelf code (such as Microsoft Office) and copying it to multiple machines. You own the code for what it was written for, not to be copied over and over for personal or any type of gain. We guarantee that the code written is ready to be posted to the World Wide Web and that there are no malfunctioning links providing we post your website to its proper directory. We DO NOT guarantee:

That your website will work correctly if it is not posted and/or hosted by us. We do not have control over the file structure or code once we send you your website. That you will not inadvertently change the file structure, lose files, corrupt your system or completely have to start from scratch with regards to your website. We have no way of knowing your technical expertise with regards to computer technology. If for some reason you do inadvertently mess up the entire thing, feel free to call us and we will resend your website to you. We do not mind helping out with technical questions. We would rather you contact us if there are any issues than try to fix it yourself, especially if you are not technical with regards to programming technology.

All web design package website code is warranted for 30 days from the completion date except for the following reasons:

**(1)** If Non BCITPRO Inc. staff members access source code all warranties are null and void. Please understand that once a non BCITPRO staff member enters a site created by

BCITPRO, we have no way of knowing the technical ability of that person therefore we can not honor our warranty as that person may have changed the original code.

(2) Changes in transaction methods from 3rd parties.

(3) Changes in 3rd party URL's.

(4) Unforeseen changes from any 3rd party that may break current connection paths (links) to said 3rd party services. Time to fix any issues created by non BCITPRO staff members will be billed at a specified hourly rate determined solely by BCITPRO.

Although we run weekly back-ups of your website, you are ultimately responsible to maintain a current copy of your site other than the one on our servers.

### **18 - 3RD PARTY HOSTING**

BCITPRO may at it's own discretion contract with 3rd party hosting companies to provide such hosting services. If done, BCITPRO utilizes web hosting services from only reputable companies. As you depend on us for service, we depend on them for service. Due to circumstances beyond our control, downtime can occur. We reserve the right to change carriers at any time without notice. If logins/passwords are provided to Customer and changed by the Customer, we must be notified immediately. If we are not notified we are not responsible for support. Under no circumstances do we allow the contact record to be altered. Altering the contact record will result in account cancellation without refund.

You acknowledge and understand that neither BCITPRO, nor any of its officers or employees, warrant the hosting services offered or provided by 3rd party hosting companies. BCITPRO specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the hosting services. You shall be bound by the terms and conditions of the hosting company. Under no circumstances, including negligence, shall BCITPRO or its officers be liable to you or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages (including without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss), that result or have alleged to have resulted from the use of or inability to use the hosting services; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to the hosting service's records, programs or services.

### **19 - RETURN OF PERSONAL PROPERTY**

Because of the nature of our business, we receive massive amounts of pictures to be scanned and electronic information. Because it impossible to administer the return of all

the pictures we receive, we ask that you send us only pictures that you will not need because they will not be returned.

## **20 - PRIVACY POLICY**

Your right to privacy is very important to us. We recognize that providing us with personal information is an act of trust. Our Privacy Policy has been developed protect your personal information.

### **Personal Information Collected**

When you visit any of our websites and access information you remain anonymous. We do not require you to register or provide personal information to us to view our sites. There are occasions when we will ask for additional information. We do this not only to better understand and respond to your needs, and provide you with services that may be valuable to you but also to set up your Customer account. Personally identifiable information will be collected in order for you to register a domain name or open a hosting account. We will protect your personal information in storage through the use of encryption. You can help us maintain the accuracy of your information by notifying us of any changes to your address, title, phone number or e-mail address.

### **Use of Your Information**

We will not provide any of your personal information to other organizations or third parties unless required to do so by law. We do not sell our clients' personal information to anyone.

### **Security of Your Credit Card Information**

If you supply us with your credit card information, we will encrypt the card number during transmission but ultimately your submission is done at your own risk. Under no circumstances shall BCITPRO or its officers be liable to you or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages that result or have alleged to have resulted from the unauthorized use of your credit card by persons other than BCITPRO, or its officers and employees.

### **Links to Third Party Sites**

We provide links to third party sites. Since we do not control those websites, we encourage you to review their posted privacy policies.

## **Cookies**

"Cookies" are small files sent from a web server to your computer through your browser program. There are two types of cookies: non-persistent and persistent cookies:

A non-persistent cookie enables a website to temporarily keep information on your computer as you travel from one page to another on our site. This cookie is automatically deleted from your machine when you close your browser. Because these cookies are necessary to provide some functions, failure to allow such cookies may make some of the functions on our website unavailable to you.

A persistent cookie is kept even when you close your browser. You can manually delete these cookies using commands specific to your browser and computer system. These cookies store information that would generally not change from session to session. They also contain information that would need to be reentered by you each time you visit the website. For example, we use persistent cookies to welcome our visitors to our website by displaying the date and time of their last visit.

## **Use of Cookies**

We use cookies for various reasons and only read cookies written by our site. We do not use cookies to obtain information on other websites that you may visit. We may use cookies to store some history about the parts of our sites that you have visited to help you navigate our site more easily or to alert you to related pages on our site that may interest you.

## **E-Mail**

You may decide to send us personally identifying information, such as a message containing your domain name or login information for your account. We will only use this information to identify you as a client and to determine how to respond to your message. We will not use this information for any purpose other than to resolve the matter identified in your message.

## **Privacy Policy Updates**

We may occasionally update this policy.

## **21 - BCITPRO BRANDED HOSTING SERVICES USAGE POLICY**

The BCITPRO Service Usage Policy has been developed with the following objectives:

(1) Ensure security, reliability and privacy of our systems and network, and the networks and systems of others.

(2) Preserve the value of Internet resources as a conduit for free expression.

(3) Encourage the responsible use of net resources and discourage practices which degrade the usability of network resources and thus the value of Internet services.

(4) Avoid situations that may cause BCITPRO to incur civil liability.

(5) Preserve the privacy and security of individual users.

We expect our Customers to use the Internet with courtesy and responsibility and to be familiar with and to practice good Internet etiquette. By adhering to the following policies, our Customers are protecting the rights and privileges of all Internet users.

**VIOLATION OF ANY OF THE FOLLOWING POLICIES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF THE OFFENDING ACCOUNT AND MAY INCUR FINANCIAL PENALTIES TO THE VIOLATOR.**

### **General Conduct**

(1) Customers are prohibited from transmitting on or through any of BCITPRO's facilities any material that is, in BCITPRO's sole discretion, unlawful, threatening, abusive, libelous, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, statute or regulation.

(2) BCITPRO's facilities may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. BCITPRO reserves the right to remove such illegal material from its servers.

(3) Customers may not engage in tortuous conduct including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or making physical threats against another person via email, news, or any other electronic media/service we provide.

(4) Customers may not use abusive, unprofessional, or threatening language towards any member of our staff. Definition of any such behavior is to be solely at our discretion.

(5) Customers must provide or update BCITPRO with accurate and up-to-date contact and billing information. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

### **System and Network Usage and Security**

(1) Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Customer, password sniffing, security hole scanning, IP spoofing, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks.

(2) Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

(3) Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

(4) Customers must safeguard their account passwords to prevent unauthorized access to their account.

(5) Users who violate systems or network security may incur criminal or civil liability. BCITPRO will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

(6) Customers with shared hosting accounts shall not continuously use more than 33% of the CPU resources of their server during any 24 hour period.

### **Prohibited Use**

Although we do not have content restrictions, all content must be obtained legally and used in a legal manner. Below are examples of what we consider to be illegal content, and therefore prohibited use of service:

(1) Utilize the service in connection with any illegal activity. Without limiting the general application of this rule, Users may not:

(a) Utilize the service to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;

(b) Utilize the service to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;

(c) Utilize the service to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law; or

(d) Utilize the service in any manner that violates applicable law.

**(2)** Utilize the service in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users may not:

**(a)** Utilize the service to publish or disseminate information that (#1) constitutes slander, libel or defamation, (#2) publicizes the personal information or likeness of a person without that person's consent or (#3) otherwise violates the privacy rights of any person.

**(b)** Utilize the service to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

**(3)** Utilize the service in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, Users may not:

**(a)** Utilize the service to cause denial of service attacks against BCITPRO or other network hosts or Internet users or to otherwise degrade or impair the operation of BCITPRO's servers and facilities or the servers and facilities of other network hosts or Internet users.

**(b)** Utilize the Services to subvert, or assist others in subverting, the security or integrity of any BCITPRO systems, facilities or equipment.

**(c)** Utilize the Services to gain unauthorized access to the computer networks of BCITPRO or any other person.

**(d)** Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.

**(e)** Utilize the service to (#1) forge the signature or other identifying mark or code of any other person, (#2) impersonate or assume the identity of any other person, or (#3) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous re-mailers or Internet nicknames).

**(f)** Utilize the service to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services.

**(g)** Utilize the service to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator).

**(h)** Utilize the service to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or Spam.

(i) Utilize the service in any manner that might subject BCITPRO to unfavorable regulatory action, subject BCITPRO to any liability for any reason, or adversely affect BCITPRO's public image, reputation or goodwill, including, without limitation, sending or distributing illegal, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by BCITPRO in its sole discretion.

(j) Utilize the service in any other manner to interrupt or interfere with the Internet usage of other persons.

## **Email**

- (1) Harassment, whether through language, frequency, or size of messages, is prohibited.
- (2) Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the Customer must not send that person any further email.
- (3) Customers are bound by the BCITPRO Spam Policy.
- (4) Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
- (5) Malicious email, including but not limited to "mail-bombing" (flooding a user or site with very large or numerous pieces of email) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited.
- (6) Forging of header or any other information is not permitted.
- (7) Subscribing someone else to a mail list or removing someone else from a mail list without that person's permission is prohibited.
- (8) BCITPRO accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Usage Policy or the usage policy of that other provider.
- (9) BCITPRO email servers are not to be used as a storage facility for any types of mail including spam messages. Email management is essential to keeping our servers running for all users. Any account storing email which interrupts or interferes with the usage of other users or server resources is subject to email review and if necessary email deletion.

## **USENET**

- (1) BCITPRO is not responsible for the content of any USENET posting, whether or not the posting was made by a BCITPRO Customer.

(2) Postings to USENET newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements should only be posted in those newsgroups whose charters/FAQs explicitly permit them. The poster is responsible for determining the etiquette of a given newsgroup, prior to posting to it.

(3) Customers are prohibited from posting the same or similar message to large numbers of newsgroups (excessive cross-posting or multiple-posting, also known as "USENET spam").

(4) Customers are prohibited from posting binary files to newsgroups not specifically named for that purpose.

(5) Customers are prohibited from canceling or superseding posts other than their own, with the exception of official newsgroup moderators performing their duties.

(6) Customers are prohibited from forging header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

(7) A Customer may not solicit mail for any other address, other than that of the Customer's BCITPRO account or service, with the intent to harass or collect replies after BCITPRO's service has been terminated.

## **IRC**

(1) BCITPRO is not liable for the content of any communications made on IRC.

(2) IRC robots ("bots" or "clones") or IRC sessions may not be run from BCITPRO's shared server accounts.

(3) Customers may not attempt to impersonate others or use IRC anonymously by disguising their hostname or username.

(4) Customers are prohibited from using IRC scripts or programs that interfere with or deny service to other users on any server or host. Customers are also prohibited from engaging in activities which harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to fill the screens of others), "flashing" (disrupting terminal emulation), "takeovers" (forcibly seizing operator privileges), attempting to send private messages to those who do not wish to see them (via "ignore"), attempting to return to a channel after being banned from it, and other disruptive behaviors.

## **No Spam Policy**

As a provider of Internet network services and management, BCITPRO considers it an obligation to put an end to Spam. We respect your need for efficient, cost-effective and interruption-free services, and we pride ourselves on offering you one of the most

scalable, reliable and redundant networks available today. To protect this service, we have the following Spam policy:

Any BCITPRO Customer willfully responsible for Chain Letters, Sourced Spam or for Caused Spam will have their account terminated without notice and no refund of pre-paid hosting fees will be issued for the offending account. No new accounts will be permitted for any Customer previously found to be in violation of our Spam policy.

For purposes of this policy, the following definitions apply:

**(a) Excessive Volume:** More than 100 email messages sent in a 1-hour period, unless the software used to send such messages was BCITPRO's Mailing List Manager.

**(b) "Chain" letters:** Commercial solicitations where no prior commercial relationship exists and where the recipient has not previously initiated communication Religious, philosophical, or charitable solicitations or fliers where the recipient has not previously initiated communication.

**(c) Sourced Spam:** Each and every Unsolicited Email Message that is sent through a single BCITPRO supplied email account whenever that single email account originates an Excessive Volume.

**(d) Caused Spam:** Each and every Unsolicited Email Message, sent in an Excessive Volume by any party over any network to any party, which advertises or mentions a site hosted by a BCITPRO Customer on the BCITPRO network, whenever directly caused by the actions of a BCITPRO Customer.

### **Material and Product Requirements**

**(1)** Customers must ensure that all material and data placed on BCITPRO's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation on BCITPRO's part. We shall make no effort to validate this information for content, correctness or usability.

**(2)** Use of BCITPRO's facilities requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use of the facilities. Customers are responsible for having this level of expertise. It is not the responsibility of BCITPRO to provide this knowledge or Customer support outside of the service defined in the Service Agreement.

**(3)** Customers will use only legal and properly licensed software on any equipment located on BCITPRO's premises.

**(4)** The space provided by BCITPRO is to be comprised of hypertext markup language (html) and associated files intended solely for the presentation of the Customer's website. BCITPRO defines archiving as the storage of files on our server(s) that are not linked or

related to the purpose of the website. Violation can result in warning, suspension, or cancellation.

(5) Adult material is defined by BCITPRO as any photos or videos showing frontal nudity of either men or women. Adult material also consists of the sale of sexually explicit materials. BCITPRO reserves the right to determine what might be considered "sexually explicit" or "sexually related".

## **General**

THE USAGE POLICY DEFINES THE ACTIONS WHICH BCITPRO CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED.

THE EXAMPLES SET FORTH IN THIS POLICY IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO BCITPRO'S CUSTOMERS.

If you are unsure whether any contemplated use or activity is prohibited, please contact us at [support@billcrescenzolectric.com](mailto:support@billcrescenzolectric.com) and we will assist you.

Please note that the activities set forth above are also not permitted from other Internet Service Providers on behalf of, or to advertise, any service hosted by BCITPRO, or connected via our network. Furthermore, such services may not be advertised via deceptive marketing policies, as defined by the:

## **Federal Trade Commission Deception Policy Statement**

BCITPRO must further limit any exceptions made to the Service Usage Policy as secondary in regards to server and network security, performance and integrity. Any user, regardless of exception status, may have his or her service disabled if it is interfering with our servers or network. Please report any known violations of our policy to [support@billcrescenzolectric.com](mailto:support@billcrescenzolectric.com).

## **Bandwidth Usage & Overage**

Each domain is restricted to the available amount of bandwidth as specified per web site package and/or customized solution that was agreed upon BCITPRO and the CUSTOMER upon signing of the contract. Any overage in bandwidth usage may incur in additional charges that will be billed to the CUSTOMER.

## **Disk Space**

BCITPRO disk space are optimized and dedicated towards serving web documents and self-need email / FTP services and is not to be used as offsite storage area for electronic files, or as a provisioning service for third party email or FTP hosts. All downloadable files or files stored on the server must be available for download via a HTML document stored on the Internet in a publicly or privately accessible area, and must be directly

related to the general nature of the website index. Illegal content such as pirated software, music or other media are strictly prohibited and are not allowed on BCITPRO Hosting servers.

## **22 - DOMAIN REGISTRATION POLICY**

Registration of domain names are open to qualified organizations and individuals on a non-discriminatory, first-come first-served basis. There is no limit on the number of registered names one organization or person can hold.

### **Domain Types**

We offer all top level domain purchases including .com, .net and .org.

### **Service Types**

We offer Domain Name Management services to Customers using our hosting services. Managed domain services allow us to maintain the (DNS) Domain Name Servers so that if a server goes down we can point the DNS to a newly offered server. Management of domains is primarily for less down time in case of emergency or loss of service due to equipment failure. With Domain Management Services, Customer's site is guaranteed never to be down due to DNS issues for more than 48 hours. If hosting with us we know when your site is down due to DNS issues and can immediately make the changes on your behalf so that you're site is back on line as fast as possible.

### **Fees**

We allow unlimited domains per Customer account number. Domains are \$30.00 per domain per year. All fees are due at the time of registration. Our fees include Domain Name Service, Private Registration, and Domain Management. Renewal fees are \$30.00 per domain per year.

### **Refunds**

There is Absolutely No Refunds. Please make sure the domain is spelled correctly before submitting your order.

### **Registration Information**

All domain name registrations require valid owner and technical contact information. As your domain manager we are those contacts for a period of one year. After one year of service Customer can either renew its Domain Service with BCITPRO, or transfer domain to another service provider or open an account within our current domain registrar system (currently GoDaddy.com) and have domain transferred to said account. Once domain leaves our domain service we are no longer responsible for the domain or

management of the domain. Customer officially owns the domain(s) as stated on your paid in full contract even though the whois will show Web Services Corporation Inc.

### **Renewal Notices**

Renewal notices will be sent via email 30 days prior to the expiration date of the registration. Renewal fees are due prior to renewal date. It is your responsibility to make sure we have your correct email address for billing.

### **Activation**

A newly registered domain name will be activated within 24-48 hours of registration. Acceptable Domain Names Domain names can be from 1 to 62 characters in length (we do not recommend more than 23 characters), and may not begin or end with a dash (-) or contain any spaces between characters. Except for the dash (-) character, only alphanumeric characters A-Z and 0-9 are accepted. We reserve the right to deny registration of a domain name we deem offensive or inappropriate for any reason.

### **Acceptable Use**

You agree to use your domain name in a lawful manner consistent with generally accepted business and moral standards. Although we will not restrict free speech, we reserve the right to require a Customer to cease to use a registered domain name for a purpose that is deemed to be grossly offensive to a very large group of internet users. Customer also agrees that, to the best of their knowledge, the name they are registering does not infringe on any trademark or violate any trademark and intellectual property law. If it is later found that a trademark infringement may have occurred, and a dispute arises, the registrant must agree to be bound by our Domain Name Dispute Resolution Policy.

### **Unacceptable Use**

Use of any domain name for a purpose unlawful in the United States of America and any of its states is prohibited, and could cause deletion of your domain name. The sending of unsolicited bulk email (spam) is also prohibited and constitutes a violation of the registration agreement. BCITPRO can in its sole discretion revoke, suspend, transfer or otherwise modify a domain name registration upon seven (1) calendar days prior notice, or at such time as we receive a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the revocation, suspension, transfer or modification of the domain name registration. In the case of nonpayment, charge back or other direct violation of these terms and conditions, Customer agrees that we can at our sole discretion revoke, suspend, transfer or otherwise modify a domain name registration without notice.

### **23 - ADDITIONAL TERMS AND CONDITIONS**

Customer hereby acknowledges that it has received and reviewed a copy of BCITPRO's "Service Usage Policy" provided herewith and that the terms of the "Service Usage Policy" are incorporated herein by reference. BCITPRO reserves the right to amend the "Service Usage Policy" from time to time and Customer shall be bound by any such amendments. Customer shall have the obligation to periodically visit this website to review its "Service Usage Policy" and to make certain Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the Service Usage Policy, the terms of the Service Usage Policy shall govern.

### **24 - COMMUNICATION AND NOTICES**

All official communication between BCITPRO and Customer as well as notices set forth within this agreement shall be by e-mail. Customer shall send all notices and official communication to BCITPRO at the e-mail address support@billcrescenzelectric.com BCITPRO shall send all notices and official communication to Customer at the e-mail address listed in Customer's account record. It is solely Customer's responsibility to ensure that the e-mail address listed with BCITPRO is accurate and up to date. In the event BCITPRO sends a notice of cancellation, renewal invoice or any other official notice to an e-mail address that is no longer valid for Customer, such notice shall be deemed delivered per this agreement. Evidence of successful transmission of all notices delivered by email must be retained by the delivering party.

### **25 - CLIENT INFORMATION NON-DISCLOSURE STATEMENT**

BCITPRO does not disclose client information, ideas, layouts or overviews deemed confidential by the client to any third parties unless previous authorization has been granted by the client. Once information is released into the public domain through any means it is no longer considered confidential and BCITPRO is not responsible for the security of any information that was previously deemed confidential.

### **26 - SHOPPING CART SENSITIVE INFORMATION POLICY**

The Shopping Cart System allows users to process electronic orders through a merchant provider/transaction gateway of their choice. When using the complete e-commerce transaction processing method credit card information is collected and transmitted to the appropriate processor for authorization. This information is transmitted through a dedicated secure 128bit SSL Encrypted checkout page. Some merchant providers/transaction gateways require the use of a transaction key which is stored inside of the user's 128bit SSL Encrypted password protected control panel. At no time is information transmitted or stored without the use of 128bit SSL encryption.

## **27 - DESIGN CREDIT**

Client agrees that the BCITPRO may put a byline on the bottom of their index.html or main.html web page establishing design and development credit. Client also agrees that the web site created for the Client may be included in the BCITPRO's portfolio.

## **28 - MISCELLANEOUS**

This Agreement sets forth the entire agreement between BCITPRO and Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. Customer may not transfer or assign this Agreement without BCITPRO's prior written consent.

WE RESERVE THE RIGHT TO CHANGE THIS DOCUMENT AT ANY TIME  
WITHOUT NOTICE

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