

# Classifile.com Inc

## Usage & Policy Guidelines

These Usage & Policy Guidelines (“Guidelines”) describe proper conduct and prohibited uses of the Classifile.com (“Classifile”) Web site listing service (the “Services”), as described and subscribed pursuant to the Listing Agreement posted at [www.classifile.com](http://www.classifile.com) (the “Listing Agreement”). Classifile reserves the right to modify the Guidelines at any time, effective on posting of the modified Guidelines to [www.classifile.com](http://www.classifile.com). By registering for and using the Services, and thereby accepting the terms and conditions of the Listing Agreement, you agree to be bound by these Guidelines as modified from time to time. Any violation of these Guidelines may result in the suspension or termination of your account or such other action as Classifile deems appropriate, which is described more fully in the Listing Agreement.

### 1. Your Responsibilities.

The Classifile Services enable users of the Internet to interact with your Web site. Classifile will not actively monitor, censor, or directly control any content that is or will be displayed on your Web site or information that you collect or use through your Web Site. However, Classifile provides the Services with the objectives of; (a) ensuring security, reliability and privacy of both the Services and users of the Services, (b) maintaining the image and reputation of Classifile as a responsible information portal, (c) encouraging the responsible use of the Internet. Classifile expects you to act responsibly using the Internet with courtesy and avoiding degrading, libelous or illegal uses.

VIOLATION OF ANY OF THESE GUIDELINES IS PROHIBITED AND MAY RESULT IN IMMEDIATE TERMINATION OF THE SERVICES YOU RECEIVE FROM CLASSIFILE AS SET OUT IN THE LISTING AGREEMENT. YOU WILL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES INCLUDING WITHOUT LIMITATION, YOUR DOMAIN NAMES, HOME PAGES, WEB PAGES AND LINKS ON YOUR WEB SITE TO THIRD PARTY WEB SITES.

### 2. Illegal or Harmful Use.

The Services are to be used only for lawful purposes. Transmission, distribution, sale or storage of any material in violation of any applicable law, regulation, or these Guidelines is prohibited. Classifile reserves the right to restrict or prohibit any and all uses of the Services, that Classifile determines in its sole discretion is harmful to its servers, database, reputation, good will, other Classifile customers and users, or any third party.

The following list details (without limitation) illegal activities or harmful conduct that is prohibited.

Infringement.

Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.

## 2.

### Offensive Material.

Transmission, disseminating, sale, storage or hosting material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

### Harmful Content.

Disseminating or hosting harmful content including without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

### Fraudulent Conduct.

Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e. make money fast schemes, chain letters, pyramid schemes), or furnishing false data on any signup form, contract, or the fraudulent use of any information obtained through the use of the Services, including without limitation, use of credit card numbers.

## **3. System and Network Security and Integrity.**

Violation of Classifile's or any third party's server, system or network security through the use of the Services are prohibited, and may result in criminal or civil liability. Classifile may involve and cooperate with law enforcement if a criminal violation is suspected. Examples of server, system or network security include, without limitation:

### Hacking.

Unauthorized access to or use of data, systems, server or networks, including any attempt to probe, scan or test the vulnerability of a system, server or network or to breach security or authentication measures without express authorization of the owner of the system, server or network.

### Interception.

Unauthorized monitoring of data or traffic on any system, server or network without express authorization of the owner of the system, server or network.

### Intentional Interference.

Interference with service to any user, host or network including, without limitation, mail bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in a crash of the host.

### Failure to Safeguard Accounts.

Failing to prevent unauthorized access to accounts, including any account passwords.

#### **4. Service**

Classifile endeavors to have the link to your Web site available for access by third parties 99.9% of the time.

Credits.

In the event that there is no available link to your Web site, Classifile will credit the following month's fee on a pro-rated basis of the actual down time as a percentage of total available time as measured 24 -hours a day in a calendar month. The maximum credit not to exceed the monthly service charge for the affected month.

Restrictions.

Credits will not be provided to you in the event that there is no available link to your Web site resulting from: (a) scheduled maintenance, (b) your behavior or the performance or failure of your equipment, facilities or applications, or (c) circumstances beyond Classifile's reasonable control, including, unavailability or interruption or delay in telecommunications or third party services, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the link to your Web site, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance.

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