

## Disclaimer

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## General Terms and Conditions

IBSP is not a Bank and not a financial service for the public. All IBSP information and services within this website is for demonstration and training purposes only. This Site, as well as the websites of our affiliates and subsidiaries, is currently being provided free-of-charge to you. The terms "you", "your", and "yours" refer to the customer/purchaser utilizing our Site(s). The terms "IBSP.net", "we", "us", and "our" refer to IBSP.net, and its affiliates, and subsidiaries. We reserve the right to change the nature of this relationship at any time and to revise these Terms and Conditions from time to time as we see fit. If you violate the terms of this Agreement you will have your access canceled and you may be permanently banned from using the Site and any interactive services.

You should check these terms and conditions periodically. By using the Site after we post changes to these Terms and Conditions, you agree to accept those changes, whether or not you actually reviewed them.

**Entering the Site will constitute your acceptance of these Terms and Conditions. If you do not agree to abide by these terms, please do not enter the Site.**

We do not discriminate on the basis of age, race, national origin, gender, sexual orientation or religion.

### Privacy

Please review our **Privacy Statement**, which also governs your visit to the Site, to understand our practices.

### Copyright

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1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you believe has been infringed;
3. A description of where the material that you claim is infringing is located or identified on the Site; Your name, address, telephone number, and e-mail address;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
5. A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property.

The above information should be provided to IBSP.net's agent for notice of claims of copyright or other intellectual property infringement, who can be reached as follows:

### By e-mail:

info@ibsp.net

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### **Your account**

If you use the Site, you are responsible for maintaining the confidentiality of My Account, password and pin code and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under My Account. We and our affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

### **Export**

The International export control laws regulate the export and re-export of technology. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

### **Links**

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Prices and availability of products on the Site are subject to change without notice. Errors will be corrected when discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions (including after an order has been submitted).

Although we take steps to ensure the accuracy and completeness of product and third-party services that are posted on the Site, please refer to the manufacturer or Associates for details.

### **Online conduct**

You agree to use IBSP.net only for lawful purposes. You are prohibited from posting on or transmitting through IBSP.net any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If we are notified of allegedly infringing, defamatory, damaging, illegal, or offensive Content provided by you (e.g., through an author chat or online review), IBSP.net may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such Content from the Site. We may disclose any Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate IBSP.net; or (iii) to protect the rights or property of IBSP.net, its Associates, and you.

We reserve the right to prohibit conduct, communication, or Content that it deems in its sole discretion to be unlawful or harmful to you, IBSP.net, the communities that make up IBSP.net, or any rights of IBSP.net or any third party. Notwithstanding the foregoing, neither IBSP.net nor its Associates can ensure prompt removal of questionable Content after online posting. Accordingly, neither IBSP.net, nor its affiliates, nor any of their officers, directors, employees, or agents, nor Associates assumes any liability for any action or inaction with respect to conduct, communication, or Content on IBSP.net.

### **Termination of usage**

We may terminate your access or suspend your right to access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, Associates, or IBSP.net. In addition, we reserve the right to refuse an order from any customer at our sole discretion.

### **Usage by children under 18**

We cannot prohibit minors from visiting the Site. We must rely on parents, guardians and those responsible for supervising children under 18 to decide which materials are appropriate for such children to view and/or purchase.

We require that all purchases be made either (i) by individuals 18 years of age or older, or (ii) by minors with the permission of their parent or guardian for such minors to purchase items on the Site and for the collection by us of certain information in accordance with the terms of our privacy policy. EACH TIME YOU PURCHASE A PRODUCT AT IBSP.net, YOU ARE REPRESENTING TO IBSP.net THAT YOU ARE EITHER AN INDIVIDUAL 18 YEARS OF AGE OR OLDER, OR THAT YOU HAVE THE EXPRESS PERMISSION OF A PARENT OR GUARDIAN FOR YOU TO MAKE PURCHASES AND FOR US TO COLLECT CERTAIN INFORMATION ABOUT YOU IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY.

### **Applicable law**

By visiting the Site, you agree that the laws of the International (English law), without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and IBSP.net or its affiliates and subsidiaries.

### **Disputes**

Any dispute relating in any way to your visit to the Site or to products you purchase through the Site shall be submitted according to English law except that, to the extent you have in any manner violated or threatened to violate IBSP.net's intellectual property rights, IBSP.net may seek injunctive or other appropriate relief in any other court, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this Agreement shall be conducted under the rules then prevailing according to English law. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by English law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

### **Requirement for Prevention of Money Laundering Act 2002 (AML) and Know Your Client (KYC)**

In line with the Prevention of Money Laundering Act of 2002, IBSP requires customers to complete its Know Your Customer requirement at registration at our web-site. The KYC process requires our customers to provide their Proof of identity (Passport) and Proof of Address (utility bill or similar).

### **Financial Action Task Force (FATA)**

IBSP and its registered customers are obligated to follow the recommendations from FATA. The Financial Action Task Force (FATF) is an inter-governmental body whose purpose is the development and promotion of policies, both at national and international levels, to combat money laundering and terrorist financing. The Task Force is therefore a "policy-making body" which works to generate the necessary political will to bring about national legislative and regulatory reforms in these areas.

### **Site policies, modification and severability**

Please review our other policies, such as our Privacy and Security Policy, posted on the Site. These policies also govern your visit to IBSP.net. We reserve the right to make changes to the Site, policies, and these Terms and Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### **Shipping**

The term "shipping" or "ship" includes the commencement of shipping items in an order for multiple purchases or where the item purchased consists of components that must be shipped separately. For example, your order may consist of (1) several different items, (2) a quantity of the same item, or, (3) a single item with several component parts the size of which might require them to be shipped in separate packages. In all such orders, we endeavor to ship out individual packages together so that they arrive at the same time; however, when that is not possible, we commence shipping by shipping individual packages in the order the soonest they are available and conditions permit. In these instances, our notification to you that your order has "shipped", marks the time when shipping has commenced; it does not mean that all items in the order have shipped at that time. All packages sent have a separate tracking number and may be followed on the Order Status page. You agree that Credit cards and debit cards are to be charged on the date of inventory reservation for the order, not the date of shipping.

### **IBSP.net Terms and Conditions**

The following terms and conditions apply to all services provided by IBSP.net, among others (collectively, "the Service") and are intended as a supplement to the IBSP.net Terms and Conditions (collectively "Terms and Conditions"). Where in conflict, these terms and conditions shall apply.

Subscribing to the Service will constitute your acceptance of these Terms and Conditions. If you do not agree to abide by these terms, please do not subscribe to the Service.

## **Terms and Conditions for Online Banking Services**

### **1. Introduction**

IBSP is not a Bank and not a financial service for the public. All IBSP information and services within this website is for demonstration and training purposes only. Banking Services is an Internet based; secure electronic money transfer service of the IBSP International Ltd (the "Service") that allows a customer (the "Subscriber") or a User to perform Financial Transactions on the Customer's Banking Services Account(s) with IBSP International Ltd.

These Terms and Conditions (the "Agreement") sets out the rights and obligation of the IBSP, the Subscriber and the User in connection with the use of the Service.

This Agreement shall be the entire agreement between the IBSP and the Customer in relation to the Service and shall, in the absence of a provision to the contrary herein, supersede all prior arrangement, whether written or oral, with respect thereto

### **2. Definitions**

The following words in the Agreement and the IBSP Banking Services Application shall unless the context otherwise requires, have the following meanings:

- (a) Account: An account or accounts a Subscriber maintains with the IBSP, which can be accessed and operated through use of the Service.
- (b) Agents: A person(s), either physical or corporate, appointed by the IBSP to provide any part of the Service.
- (c) IBSP: IBSP International Ltd, 4377 Commercial Way, Spring Hill, Florida 34606 USA
- (d) Beneficiary: The intended recipient of funds (e.g. an individual, Merchant, financial institution, etc) as transferred by the IBSP upon Banking Services Instructions.
- (e) Computer: An electronic device that has the ability to store, retrieves, and process data, and can be programmed with instructions that it remembers.
- (f) Customer: A holder of an Account with the IBSP.

(g) Cut-off Time: The deadline established by the IBSP from time to time by which a particular type of transaction such as future dated Bill Payment, Funds transfer, Outward Remittance, etc can be initiated, scheduled, amended or cancelled by using the Service.

(h) Financial Transaction: A transaction initiated by a User through use of the Service which results in a movement of funds in the Account/s.

(i) Identification Facilities: A Login ID, Password and PIN and any other identification facilities.

(j) Internet: A worldwide communications network consisting of a large number of Computers and networks interconnected to each other.

(k) Login ID: Such identification number/name used for identifying the User when used in conjunction with Password and PIN.

(l) Merchant: A person(s) whether physical or corporate, registered as a valid subscriber of the IBSPs Point of Sale (POS) and Electronic Point of Sale (ePOS) schemes by signing the 'General Merchant and Terminal Agreement' and/or 'Electronic Commerce Merchant Agreement' with the IBSP.

(m) IBSP Banking Services Application: A request submitted by the Customer to provide the Service to the User.

(n) Banking Services Instructions: Instructions contained in a Financial Transaction given by a User to the IBSP.

(o) Password: A set of secret alpha numeric values which when used by the User in conjunction with the Login ID and PIN will allow the User access to the Service.

(p) Payment: A transfer of funds by the IBSP on an Account to a Beneficiary pursuant to User's instructions, by means of a Payment Instrument.

(q) Payment Instrument: An instrument used to effect payment on behalf of a Subscriber, which include a Telegraphic Transfers.

(r) Phishing email: A fraudulent email that appears to come from the IBSP in an attempt to collect personal information such as Login Id, Password, PIN etc from the recipient.

(s) PIN: Secret "Personal Identification Number", which when used by the User in conjunction with the Login ID and Password will allow the User access to the Service.

(t) Service :IBSP Banking Services "Internet transfer solution"

(u) Service Fee: The service charges payable to the IBSP by the Subscriber in respect of various transactions initiated by the Subscriber/User on the Service.

(v) Software: A set of instructions commonly known as computer program, written and compiled in a language which is readable and executable by an electronic machine such as a Computer.

(x) Subscriber: The Customer registered for the Service.

(y) User: The Subscriber and/or his/its nominated representative operating the Customer's Account(s).

(aa) Value Date: The date on which the funds pertaining to a Financial Transaction is made available to the Customer/Beneficiary.

### **3. Requirements**

(a) The Service will be made available to a Customer of the IBSP. The IBSP reserves the right to limit the Service to certain types of Accounts.

(b) To successfully access the Service, the following requirements will also apply:

i. A Customer of the IBSP will register for the Service by submitting to the IBSP a completed IBSP Banking Services Application or by other means as the IBSP may direct at the time of application for the Service.

ii. A Computer with Internet access, valid e-mail address and Internet browser that supports 128 bit Secure Socket Layer (SSL) encryption.

iii. Identification Facilities made available by the IBSP to each User at the time of registration for the Service.

### **4. Service Availability**

a) The Service will usually be available 24 hours a day, 7 days a week.

b) The Service may be unavailable from time to time for routine maintenance.

c) Processing of some transactions types may not be available 24 hours a day and these instances will be advised to Subscribers at the sole discretion of the IBSP.

### **5. Terms of Service**

a) The Service covers all Accounts, that a Subscriber now holds or subscribes to or registers for in the future and relates to (a) Individual Accounts in the Subscriber's sole name (b) business and corporate Accounts whether open now or opened in the future.

b) The User may use the service to apply for various products and services which may be offered by the IBSP from time to time, confirms full knowledge of and agrees to be bound by their respective Terms and Conditions.

c) This Agreement is in addition to the terms and conditions that apply to the individual Accounts, credit card Accounts, Merchant Accounts and

company Accounts that may be accessed or applied for through the Service.

d) The IBSP shall consider Banking Services Instructions as made in accordance with the Subscriber's mandate.

e) The IBSP shall be entitled to act on Banking Services Instructions, which may include instructions through the secure e-mail messages without any further reference to the Subscriber and without requiring written authentication/confirmation from the Subscriber.

f) The Subscriber may terminate the Service either in its entirety or in part at any time by giving notice of termination to the IBSP. The notice may be submitted in writing or through the Service using the secure e-mail facility.

g) At the IBSP's option, the following limitations may apply:

i. The Subscriber may not link business Accounts, where the Subscriber is the owner/signatory with others (e.g. personal) deposit Accounts, unless expressly agreed by the IBSP.

ii. Care must be taken by the User when effecting bill Payments, to ensure that it is initiated at least six (6) transfer Days in advance of the Payment Date, to allow sufficient time for processing and/or receipt of the Payment by the Beneficiary.

iii. When making a Bill Payment or registering a Bill Payment Mandate, the Subscriber will be solely responsible for:

a) Providing the IBSP with the correct user/consumer/reference number and any subsequent changes and

b) Settling any claim or dispute which the Beneficiary or a third party may have or initiate in connection herewith.

iv. Requests for issue of Drafts, funds transfer by cable, telex or SWIFT received prior to the scheduled Cut-Off time will be issued on the same day.

v. When the User uses the Service to initiate a future dated Financial Transaction, the available balance in the designated debit Account must be sufficient to cover the scheduled transaction on its due date. Where balance is not available on the due date the transaction will not be processed. The IBSP is under no obligation to notify the Subscriber if a transaction cannot be processed due to insufficient funds in the Account.

vi. Any Banking Services Instruction to perform a future dated transaction will remain valid and effective notwithstanding the Subscriber's death or bankruptcy or any other revocation of this authority, until the IBSP receives the notice of the Subscriber's death, bankruptcy or other revocation.

vii. All requests for Account sensitive information (such as personal identification, Account or other financial information) may be requested through secured e-mail system available from the Service and will be responded to as early as possible.

## 6. General Terms

a) The **Subscriber** agrees, accepts and acknowledges:

i. That first use of the Service by User, constitutes the Subscriber's acceptance and agreement to be bound by the terms of this Agreement for which separate written acceptance from the User is not required.

ii. That the IBSP's record of the Account(s) shall be conclusive evidence and legally binding for all purposes.

iii. That the IBSP to respond, at its sole discretion to any and all enquiries received from any other Agents (including, without limitation, other IBSPs), concerning any and all Accounts of the Subscriber with the IBSP, without reference to the Subscriber. The Subscriber further authorizes the IBSP to disclose any information regarding the Accounts to other entities in or its Agents.

iv. That any printouts, statements, files or data in any other form pertaining to the Subscriber's Accounts that may be downloaded or copied via use of the Service shall not be used in any dealings with third parties in whatsoever manner and the IBSP is indemnified against all loss or damage which may occur as a result of any violation to the above.

v. That the IBSP or its Agents shall not be responsible for any liability, including but not limited to loss cost (direct or indirect) or damages (direct or consequential) or immediate refund, which may arise from their failure to properly identify the Beneficiary or for non-payment of any Payment Instrument because of loss, theft, misplacement, mistake, omission or mutilation.

vi. That the IBSP may recover any amount due to it under this Agreement by debiting the Account(s) with the IBSP whether these Accounts are associated or not with the Service.

vii. That the IBSP reserves the right to charge a Service Fee at such rates as may be applicable from time to time by debit(s) to the Account. The IBSP also reserves the right to revise its Service Fee rate(s) at any time without notice.

viii. That the Subscriber shall be bound by Banking Services Instructions given by the User.

ix. That the Subscriber is responsible for the installation, maintenance, operation of the Computer and browser Software and ensuring that the Computer is compatible to the Internet.

x. That the Subscriber is also responsible for all errors, failures, and/or non-performance of the Computer/Software or improper operation of the Computer or software.

b) The **IBSP**:

i. Reserves the right to decline an application, to discontinue the provision of the Service in its entirety or to discontinue a part of the Service without assigning any reason

ii. May appoint Agents to carry out any duties in connection with providing the Service and may delegate to such Agents the authority to perform any activity/function, which the IBSP is entitled to or obliged to perform.

iii. Shall accept no responsibility should any of its Agents fail to meet the Value Date due to time constraints, time difference between regions or regional holidays.

iv. Shall have no responsibility for failure or non-performance of the Service beyond the control of the IBSP or its Agents.

v. Shall not accept any claims from the Subscriber for compensation of interest, loss of interest or value dating for any transaction carried out through the Service.

vi. Shall have the right to reject or cancel any transaction in the event of that transaction being incomplete, inconsistent, and incorrect or in breach of any statutory or regulatory legislation.

## **7. Security**

a) The IBSP is the exclusive owner of the Identification Facilities used by the User(s) hereunder.

b) The User(s) shall be the ultimate trustees of such identification facilities and shall keep the same safe and harmless and, accordingly follow such instructions as may be given to the User by the IBSP from time to time.

c) The User shall exercise due care in using and preserving the privacy and confidentiality of the Identification Facilities and keep the IBSP safe and harmless and indemnify the IBSP against any claims for loss or damage (whether direct or consequential) which the Subscriber may have or which otherwise may arise as a result of and during the course of the User(s)'s holding in trust and use by the Subscriber, User(s) or their permitted assigns, successors in title, employees or any third parties to which the knowledge of such identification facilities shall become available by any means and due to any reason whatsoever.

d) For commercial Accounts, the Subscriber shall nominate User(s) and specify the User(s) individual access rights and privileges. Each User will have separate Identification Facilities. The Subscriber will be liable for all requests/transactions that are undertaken by such User(s) as per their access rights and privileges on the Account(s). The Subscriber agrees to be liable for all the actions of all designated User(s) on these Accounts.

e) In the absence of due notification of the IBSP by the User of unauthorized usage of the Identification Facilities and of the request by the User to disable the same, the IBSP shall consider any transactions requested by way of using such facilities as authorized by the Subscriber and shall process the same at the Subscriber's sole cost and risk.

f) The User shall exercise care while entering the credentials such as Login-ID, Password and PIN and shall always access IBSP Banking Services from IBSP's website [www.IBSP.net](http://www.IBSP.net)

## **8. Exclusion of Liability**

IBSP will in no way be liable to a Subscriber for any loss / damage caused / suffered in the following cases:

i. Upon termination of the Service or a part of the Service without giving prior notice to a Subscriber.

ii. Any misuse of the Service by any User where the misuse is as a result of non-adherence to reasonable security procedures or terms and conditions of the Service or any specific security procedures advised to the Subscriber by IBSP from time to time.

iii. Where the Subscriber fails to notify IBSP of any change in their e-mail address, mailing address or contact numbers.

iv. Any errors or failures from any malfunction of the User Computer, Software, the Internet and Internet Service Provider, or any electronic virus or viruses that may infect Computer/Software that is used by the User.

v. Any industrial dispute or other matter outside IBSP's control or the control of IBSP's agents and sub-contractors;

vi. Any erroneous Payment to any Beneficiary arising from any inputting error the User may make;

vii. Any delay beyond IBSP's control in making Payment to any Beneficiary;

viii. Any failure by the User to check any notice, communication which IBSP may have sent via Secure e-mail;

ix. Any loss of data, Software, Computer or other equipment caused by the use of the Service;

x. Any loss arising out of any erroneous Payments or any delay in the transmission of funds through the Service to any Beneficiary which may result from the termination or disruption of the Service;

xi. For the accuracy of any Financial or Non-Financial Transaction undertaken by the Subscriber;

xii. Any failure by the IBSP to make a Payment to a Beneficiary or to carry out the Subscriber's instructions if the Account was attached by a court order or blocked/frozen for whatever reason.

xiii. Any other loss that a Subscriber may suffer by using the Service.

xiv. Any loss arising after responding to phishing emails.

xv. Any loss from missing OCR or reference number on received payment/transfer.

## **9. Termination or Modifications**

a) IBSP has the sole discretionary right to amend the Terms of this Agreement at any time by giving sufficient notice.

b) Once a change in the Terms of this Agreement has been notified to the Subscriber, IBSP will treat subsequent use of the Service by the User as the Subscriber's acceptance of the change.

## **10. Governing Law**

This Agreement shall be governed by English laws. Any dispute in relation hereto shall be subject to non-exclusive jurisdiction of the court.

## **IBSP Internet Banking Platform**

The IBSP Internet banking platform only provide financial institutions and Banks solely with messaging services for transmitting funds between financial institutions and Banks and is according to this not a Financial Institution or a Bank.

### **What is IBSP Banking Services?**

"IBSP Banking Services" is a browser-based Banking Services transfer service offered by IBSP International Ltd. IBSP Banking Services allows you to do all your financial transactions and get account information wherever and whenever you have access to the Internet.

You may access IBSP Banking Services is through Microsoft Internet Explorer 5.0 or higher. The browsers MUST have 128-bit SSL encryption capability.

### **At what times is the service available?**

IBSP Banking Services is usually available 24 hours a day, 7 days a week. It may, however, be unavailable from time to time for scheduled maintenance. Certain transactions may be subject to a 'Cut-Off' time which is subject to change due to operational requirements.

### **What do I need to get started on IBSP Banking Services?**

The browsers MUST have 128-bit SSL encryption capability (i.e) older versions of the browsers that do not have this capability are not supported.

### **What should I do if I cannot access IBSP Banking Services?**

To access the IBSP Banking Services, you will have to first register for the service by returning a completed application form online.

If you are a registered user, make sure that you have entered the Login ID, password and PIN correctly. The password when first issued contains lowercase letters only. If you have changed the password to include upper and lowercase letters, you will need to enter this password in the upper and lowercase password combination.

Make sure that you have the Secured Socket Layer (SSL) v3 enabled on your web browser.

Please note that if you are working from behind a firewall that blocks https access, it could restrict your ability to use any secure Banking Services solution.

To access certain functions available to Commercial Users, you must grant applet privileges. No applet or script is allowed to access your computer or network without your permission. You have to explicitly grant access for applets and scripts from IBSP web site to run IBSP Banking Services application.

- **How do I activate the IBSP Banking Services service?**  
As an additional measure of protection we require that you activate the service before using it for the first time. This process will not need to be repeated thereafter unless your service is deactivated for any reason. You may activate the service directly through IBSP Banking Services, e-mail or SMS.
- **How do I "Login" to IBSP Banking Services?**  
You can access the Login page by visiting [www.IBSP.net](http://www.IBSP.net) and clicking on the IBSP Banking Services Login icon. Once you reach the Login Page, simply enter your Login ID, Password and PIN and click "IBSP Banking Services". Your Login ID, Password and PIN protect access to IBSP Banking Services. These may be altered at any time once your service is activated. We recommend that you personalize your Login ID, Password and PIN as soon as the service is activated.
- **What is the Login ID for?**  
The Login ID identifies you as a registered subscriber while logging in to use the service. Instead of entering the Login ID number provided to you by IBSP every time you login, you may save a personalized Login ID. You may use this personalized Login ID and enter your PIN and Password.
- **What Login ID can I use?**  
You can pick any name or nickname or word you like up to 20 alphanumeric characters long provided no other IBSP Banking Services subscriber is also using that name.
- **Is IBSP Banking Services Secure?**

Access to IBSP Banking Services is protected by your Login ID and two secret codes, a Password and a PIN. You can personalize all three at anytime. As an extra security measure we suggest that you change your Login ID, Password and PIN as part of your first login to IBSP Banking Services and at regular intervals thereafter.

In addition to this, IBSP Banking Services uses a 128-bit encryption key to encrypt all messages between your PC and IBSP. Encryption is a means of encrypting information for transmission, in this case, between your PC and the IBSP's computing systems. Information that is encrypted at one end is decrypted (decoded) upon receipt at the other end. 128-bit SSL encryption is the strongest, most secure form of encryption that is available for Internet based services. The systems are also well protected by firewalls.

As a further security precaution, intentionally built into the system, all your outgoing transactions from your Banking Services are verified with a random one time 6 characters SMS code that you have to enter within 30 seconds from you have received this to your mobile phone in addition to this your secure IBSP Banking Services session will be automatically terminated when the service detects no activity for a preset period to help protect against unauthorized access. If the service is left idle (without initiating any transaction) this message will pop up after the present time has elapsed - "Your session is going to end soon. Would you like to continue?" To keep IBSP Banking Services live, press "Continue" or press "Logout" to terminate the session.

- **How do I protect the confidentiality of my PIN and Password?**

To protect the confidentiality of your PIN and Password we suggest that you:

- Memorize your access codes and do not write them down, nor keep it in a file on your computer, including any password saving facility.
- Take care to ensure that you are not being observed whenever entering your password.
- Choose a Password and PIN that are unique and not used for any other services you may use.
- Do not disclose your Password or PIN to anyone else, including family or IBSP staff
- Do not create or use a password that relates to any known personal information about yourself e.g. Family member names, your birthday, or include any obvious or sequential numbers such as 1234, or repeating numbers such as 2222.
- Change your Password and PIN immediately if for whatever reason you believe that another person knows them.
- Consider changing your Password and PIN every 60 days. This is optional - you can keep the same Password and PIN if you wish.

- **What additional measures could I take to ensure the security of my IBSP Banking Services transactions?**

We recommend that you take the following additional security measures:

1. Install a good anti-virus scanner and keep it up to date.
2. Scan Email attachments before opening them.
3. Never run any executable files received by email unless you are very sure of their authenticity.
4. Clear your browser's cache after each IBSP Banking Services session. Each time you access the Internet, your browser automatically saves a copy of the web pages you've visited. Diligently clearing your browser's cache after each session is an important step in safeguarding your account information.
5. Never send confidential information (such as PINs or Passwords, etc.) via email.
6. Review your account statements promptly and report any discrepancies immediately.
7. Review your last Login date and time that appears on the Welcome page and report any discrepancies immediately.
8. **IBSP does not and will not send emails to customers requesting your personal or any other confidential information used by you to access IBSP Banking Services.** Please do not reply to any emails from an email address posing as IBSP that request you to reveal your access information or includes instructions to follow a link to a website where you are prompted to enter your access details: Login ID, PIN or password.
9. Backup your system regularly.

- **What are the additional access controls available for Commercial/Business users?**

For Commercial Customers, the following specific additional security features have been developed including multi levels of access and authority. You decide which personnel should have access to IBSP Banking Services. Each of them will be set up as a separate user and given individual limits of authority and access according to the division of duties within your business.

- **What happens after I "Login" to IBSP Banking Services?**

After logging in you will be taken to the Welcome Page. Here you gain access to one consolidated view of your accounts, check the date and time of your last login and see if any unread messages are pending in your secure mailbox. Commercial users may also see if any transactions were forwarded for their approval.

This page is also the starting point of your visit to IBSP Banking Services. From here you can select all the other available functions by clicking on their respective tabs that are displayed on the screen.

- **How do I access the different functions that are available under the IBSP Banking Services service?**

You can navigate easily to a function of your choice by selecting and clicking on the relevant tab - Account Information, Transfer of Funds, Bill Payment, Outward Remittances, Inward Remittance and Other Services.

- **How do I complete transactions using IBSP Banking Services?**

You can easily complete transactions - just fill in the relevant fields that are displayed with the required data and click on "submit". IBSP Banking Services reconfirms your instructions at every stage to reduce the likelihood of an error. For additional help on completing transactions Banking Services just click on the 'Help' link available on each page. This will provide you with a step-by-step guide related to each function.

- **Are there any limits on the number of transactions that I can initiate at a time?**

For security reasons, default daily transaction limits are set for each IBSP Banking Services customer. The limits restrict the number and value of transactions that you may carry out during any given day through IBSP Banking Services in total and also for each transaction time. These limits are variable and you may instruct the IBSP to change these using the secure, Mail Message function available within IBSP Banking Services.

- **Why does the "Request could not be processed. Incorrect Login Details." prompt appear?**

Login is not permitted if an incorrect Login ID, Password or PIN is entered. As a security precaution, your access rights will be disabled if you exceeded the PIN retry count.

- **How do I reactivate the service or obtain a new Password and PIN?**

If your access rights were disabled or if you have forgotten your Password and PIN you can e-mail us to reinstate your access rights. A new Password and PIN will be mailed to you on a secure mail. On receipt of the new access information you can re-activate the service Banking Services. Before activating the service, for security reasons, we will request for information needed to verify your identity. These may be entered where displayed on the activation screens.

- **How far back can I view my IBSP accounts transaction history?**  
Transactions up to 12 months old can be viewed but up to one month at a time. However, to ensure performance, the number of transactions displayed for one enquiry may be limited. This will only affect accounts with a heavy transaction volume.
- **How far back can I view my credit card transactions?**  
You can view activities covered in the last three months' IBSP statements, and pending transactions that were posted after the last statement date.
- **Can I make cross currency transfers?**  
Yes. However the transfer currency you select be either that of the "From" account or the "To" account. For example you may transfer either USD to a SEK account, it will be an outward remittance between two different currency accounts, it will take 4 bank days to receive this as the currency rate shall be processed at the local bank.
- **What exchange rates will apply on Fund Transfers and Outward Remittances through IBSP Banking Services?**  
Customers using IBSP Banking Services for cross currency transactions will be entitled to receive the same exchange rate that would apply for a similar transaction performed by them through a normal bank office.
- **Can I register Standing Instructions through IBSP Banking Services?**  
Using IBSP Banking Services you may register a Standing Instruction to carry out a specified recurring financial transaction at pre-specified intervals.
- **Will the Bill Payment take place immediately?**  
In some cases, Bill Payments could take up to six (6) business days to process. Therefore, when effecting Bill Payments you should take to ensure that it is initiated at least six (6) business days in advance of the due date, to allow sufficient time for processing and/or receipt of the payment by the utility company.
- **Will I be able to request for a foreign currency transfer Banking Services over the weekend or during public holidays?**  
You may submit an outward remittance request through IBSP Banking Services on any day, but the funds will only be transferred on the next business day.
- **How can I record frequently used instructions for future use?**  
You can register transfer, bill payment and outward remittance instructions that you need to frequently use. This will save you the trouble of re-entering data every time you need to complete a Banking Services template form.
- **Can I post-date my transactions?**  
Transactions can carry a future date. These transactions will remain pending and will only be processed on the selected date. Until then they will remain in queue, where your instructions can be accessed and changed or deleted if necessary.
- **What if I do not have enough funds to carry out a post-dated transaction on it's due date?**  
If the available balance in the designated debit account is not sufficient to cover the scheduled transaction on its due date the transaction will not be processed. You should ensure that adequate funds are available to cover any future dated transactions as IBSP will not notify you if a transaction cannot be processed due to insufficient funds in the your account.

#### **Use of Information and Materials**

The information and materials available on this site, including information on products and services, are general information, and are subject to change without notice. Nothing in this site shall not be construed as an offer to engage in any transaction, nor does it constitute an investment, legal, tax or other advice, nor is to be relied upon in making an investment or other decisions. You should obtain relevant and specific professional advice before making any investment decision.

#### **No Warranties**

The Information and materials contained in this site, including without limitation, text, graphics, links or other items are provided AS IS, AS AVAILABLE. Although IBSP has taken all reasonable care in producing the information available on this site, IBSP does not represent or warrant that the information or materials available on this site are free from errors or omissions or is suitable for your intended use, and expressly disclaims liability for errors or omission in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, fitness for particular use, merchantability, and freedom from computer virus, is given in conjunction with such information and materials.

#### **Limitation of Liability**

In no event will IBSP be liable for any damages, including but not limited to, direct or indirect, special, incidental, or consequential damages, losses or expenses arising out of or in connection with this site or use thereof, or incurred as a result of any failure of performance, omission, error, defect, delay in operation or transmission, computer virus or line or system failure, even if IBSP, its employees or representatives thereof, are advised of the possibility of such damages, losses or expenses. This site may contain links to other web sites operated by third parties. The content, accuracy, opinions expressed, and the other links provided by these resources are the responsibility of the respective web site operators and owners, and are not reviewed, verified, monitored, or endorsed by IBSP. IBSP accepts no responsibility or liability for any loss as a result of you acting or refraining from acting in reliance upon the content of other web sites accessed through this site.

#### **Submissions**

All information submitted to IBSP via this site shall remain the property of IBSP who shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information provided by a visitor to this site. IBSP shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by IBSP having the direct customer relationship or as otherwise specifically agreed or required by law.

#### **Governing Law & Jurisdiction**

Your access to and use of this Web site, and these terms and conditions, are governed by and will be constituted, construed and interpreted in accordance with English law, without regard to principles of conflict of laws. Any dispute arising from the usage of our website shall be submitted to the

exclusive jurisdiction of courts. In the event that any provision of these terms is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes closest to the intention underlying the unenforceable provision.

The contents of the foregoing provisions shall not limit any specific provisions set out in the individual terms and conditions of particular products and services offered on or through this web site.

### **Third Party Content**

If you click on a third-party link you will leave IBSP's web site and access a web site over which IBSP has no control. IBSP makes no representations or warranties with respect to the information contained on the third-party web site and takes no responsibility for supplementing, updating or correcting such information.

As a condition of using the IBSP website you are deemed to agree that IBSP has no responsibility for and no liability for the availability of the third-party web site, or for the content, advertising, products or other materials available on the third-party web site.

### **Terms and Conditions for SMS and e-mails**

Please read these Terms and Conditions carefully. If the Terms and Conditions are acceptable to you, acknowledge your acceptance by pressing the "Accept" button or using this service.

### **Terms and Conditions for E-mail Alerts**

IBSP E-mail alert service is provided to the customers on the following terms and conditions:

1. IBSP International Ltd

- a. will have the right to appoint Telenor or any other appropriate agency (the Agency) to provide the said services.
- b. will provide the service to the registered users in respect of only those IBSP accounts for which they are registered.
- c. will provide the service to the registered e-mail address of the customer irrespective of the number of parties to the IBSP account or the mode of operation.
- d. is not responsible for any loss or damage arising directly / indirectly from any malfunction or failure of the service. The customer acknowledges that the proper functioning of the service is dependent on the infrastructure, connectivity and services provided by the Agency and other service providers engaged by IBSP.
- e. provides the service at the risk of the subscriber who shall indemnify IBSP for any loss / damage resulting from the use of the service.

2. IBSP International Ltd reserves the right to

- a. discontinue the service at its sole discretion without assigning any reason.
- b. discontinue the service in the event of any breach of the terms and conditions of the service by the subscriber or other parties to the account.
- c. amend the terms and conditions hereunder, at any time without prior notice to the customer, and such amended terms and conditions will thereupon apply to, and be binding on, the customer.
- d. levy service charges at any time at its sole discretion.
- e. send general, promotional or informational messages to the subscriber.

3. IBSP International Ltd will not be responsible for the failure of the service due to factors beyond its control.

4. The Customer

- f. will advise IBSP immediately in the event of any change in the information given on the application form, i.e. e-mail address, account details, etc. The customer also agrees to provide any additional information required by IBSP from time to time, for the purpose of making the services available to him.
- g. accepts that each e-mail message may contain account information relating to the customer. The customer authorizes IBSP to send account related information, though not specifically requested, if IBSP deems that the same is relevant. The customer acknowledges that the e-mail messages sent to him may contain confidential information and should such confidential information be sent to another e-mail address through no fault of IBSP, IBSP is in no way to be held liable.
- h. accepts that all information will be transmitted to, and/or stored at, various locations and will be accessed by personnel of IBSP and its affiliates. IBSP is authorized to provide any information or details relating to the customer/account to the Agency or any service providers so far as is necessary to give effect to any services.

5. The law governing the facility is that of International, as applied in International or where any Branch office is situated from whom the facility is requested. In the event of a dispute arising in relation to the facility, at the discretion of IBSP, the courts of such shall have jurisdiction provided that IBSP may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside International.

6. I/We agree that the information given above is true and complete and that I/we agree to the above terms and conditions for the IBSP E-mail alert facility.

7. Joint Account only: I/We acknowledge that the above provisions are applicable for joint accounts and confirm that the e-mail message, conveyed to my/our registered e-mail address with IBSP, would amount to conveying the same to all of us. Where the message is conveyed on the e-mail address provided, I/we confirm that there will be no breach in confidentiality, and that I/we will take adequate precautions to maintain confidentiality. Please read these Terms and Conditions carefully. If the Terms and Conditions are acceptable to you, acknowledge your acceptance by pressing the "Accept" button or using this service.

### **Terms and Conditions for SMS Alerts**

IBSP SMS alert service is provided to the customers on the following terms and conditions:

1. IBSP International Ltd

- a. will have the right to appoint Telenor or any other appropriate agency (the Agency) to provide the said services. The messages will be sent to the customer only if he/she is within the cellular circles of the Agency or in circles forming part of roaming network of such Agency. The customer will be liable for payment of airtime or other charges which may be levied by the Agency, as per the terms and conditions of the Agency, in connection with receipt of SMS messages, and IBSP is in no way concerned with the same.
- b. will provide the service to the registered users in respect of only those accounts for which they are registered.
- c. will provide the service to the first named subscriber irrespective of the number of parties to the account or the mode of operation.
- d. is not responsible for any loss or damage arising directly / indirectly from any malfunction or failure of the service. The customer acknowledges that the proper functioning of the service is dependent on the infrastructure, connectivity and services provided by the Agency and other service providers

engaged by IBSP.

e. provides the service at the risk of the subscriber who shall indemnify the Bank for any loss / damage resulting from the use of the service.

2. IBSP will provide information to the subscriber by way of SMS message only after the subscriber has agreed to these Terms and Conditions by pressing the "Accept" button.

3. IBSP reserves the right to

a. discontinue the service at its sole discretion without assigning any reason.

b. discontinue the service in the event of any breach of the terms and conditions of the service by the subscriber or other parties to the account.

c. amend the terms and conditions hereunder, at any time without prior notice to the customer, and such amended terms and conditions will thereupon apply to, and be binding on, the customer.

d. levy service charges at any time at its sole discretion.

e. send general, promotional or informational messages to the subscriber.

4. IBSP will not be responsible for the failure of the service due to factors beyond its control.

5. The Customer

a. will advise IBSP immediately in the event of any change in the information given on the application form, i.e. mobile number, account details, etc. The customer also agrees to provide any additional information required by IBSP from time to time, for the purpose of making the services available to him.

b. accepts that each SMS message may contain account information relating to the customer. The customer authorizes IBSP to send account related information, though not specifically requested, if IBSP deems that the same is relevant. The customer acknowledges that the SMS messages sent to him may contain confidential information and should such confidential information be sent to another individual through no fault of IBSP, IBSP is in no way to be held liable.

c. accepts that all information will be transmitted to, and/or stored at, various locations and will be accessed by personnel of IBSP and its affiliates. IBSP is authorized to provide any information or details relating to the customer/account to the Agency or any service providers so far as is necessary to give effect to any services.

6. The law governing the facility is that of International as applied in International or where the Branch office is situated from whom the facility is requested. In the event of a dispute arising in relation to the facility, at the discretion of IBSP, the courts of such site shall have jurisdiction provided that IBSP may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside International.

7. I/We agree that the information given above is true and complete and that I/we agree to the above terms and conditions for the IBSP Mobile facility.

8. Joint Account only: I/We acknowledge that the above provisions are applicable for joint accounts and confirm that the message, if conveyed to the above mentioned mobile number, would amount to conveying the same to all of us. Where the message is conveyed on the mobile number provided, I/we confirm that there will be no breach in confidentiality, and that I/we will take adequate precautions to maintain confidentiality.

## Terms and Conditions for web hosting

**WHEREAS**, Licensor (IBSP International Ltd) has developed certain Internet technology and related documentation more particularly described as internet cloud based banking software called (the "**Services**") and desires to grant the user called the Licensee (the "Subscriber") to host these branded services at the Licensor's own or at a third party web hosting data center.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, Licensor and Licensee hereby agree in addition to signed Technical License Agreement between the parties as follows:

Licensor, including Licensor's subsidiaries, affiliates, divisions, contractors and all data sources and suppliers, (collectively "Licensor", "Licensor", "us" or "our") welcomes Licensee to use the Licensor's software according to this terms and conditions (Terms of Service) at the Licensor's own or a third party Licensor hosting data center. These Terms of Service collectively, with Licensor's ("Privacy Policy", the "Terms and conditions for web hosting") govern Licensee's use of the web site and the services, features, content or applications operated by Licensor (together with the Web site, the "Services"), and provided to the Subscriber (the "Subscriber", "user", "sub-user", "Licensee" or "Licensee's").

These Terms of Service apply to all users of the Services. If Licensee are using the Services on behalf of an entity, organization, or company, Licensee represent and warrant that Licensee have the authority to bind such organization to these Terms of Service and Licensee agree to be bound by these Terms of Service on behalf of such organization.

Agreeing to use this Services by clicking the "Accept" button on the related web-site, or only using the Services; constitutes Licensee acceptance and agreement to be bound by these Terms of Service, and all other operating rules, policies and procedures that may be published from time to time by the Licensor, each of which is incorporated by reference and each of which may be modified from time to time without notice to Licensee. Licensee acknowledges receipt of our Privacy Policy. If Licensee ordered the Services, or otherwise engages in any transaction with respect to the Services, then Licensee agrees to receive any updates to our Privacy Policy. By using our Services or purchasing our products or services, Licensee agrees that Licensor may use and share Licensee personal information in accordance with the terms of our Privacy Policy.

These Terms of Service provide that all disputes between Licensee and Licensor will be resolved by BINDING ARBITRATION. LICENSEE AGREE TO GIVE UP LICENSEE RIGHT TO GO TO COURT TO ASSERT OR DEFEND LICENSEE RIGHTS UNDER THIS AGREEMENT (except for matters that may be taken to small claims court). Licensee rights will be determined by a NEUTRAL ARBITRATOR and NOT A JUDGE OR JURY and Licensee claims cannot be brought as a class action. Section below is valid for the details regarding Licensee agreement to arbitrate any disputes with Licensor. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO LICENSEE. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Licensor reserves the right, at any time and from time to time, to amend or to modify these Terms of Service without prior notice to Licensee, provided that if any such alterations constitute a material change to these Terms of Service, Licensor will notify Licensee by posting an announcement. Amendments and modifications shall take effect immediately when posted. By continuing to access or use the Services after any such amendments or modifications, Licensee agrees to be bound by such amended or modified Terms of Service. For this reason, Licensor encourage Licensee to review the Terms of Service whenever Licensee uses the Services. If Licensee does not agree to any change to these Terms of Services, then Licensee must immediately stop using the Services.

Beside the official version of these Terms of Service, Licensor have put a simplified commentary entitled "In other words" to assist Licensee in Licensee comprehension of these Terms. However, it is the "Terms of Service" which govern Licensee access and use of the Services not the commentary set out in "In other words" or included in other similar explanations which are provided for informational purposes only and do NOT include all of the information in the Terms of Service. Licensee should always read the full text of the Terms of Service and not just the "In other words" commentary or other explanations.

**SOME JURISDICTIONS HAVE CONSUMER PROTECTION AND OTHER LEGISLATION WHICH MAY APPLY TO THE SERVICES AND WHICH DO NOT ALLOW CERTAIN PROVISIONS SUCH AS LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN WARRANTIES, AMONG OTHERS. TO THE EXTENT THAT A LIMITATION, EXCLUSION, RESTRICTION OR OTHER PROVISION SET OUT BELOW IS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SUCH LIMITATION, EXCLUSION, RESTRICTION OR PROVISION MAY NOT APPLY TO LICENSEE.**

**In other words;** welcome to our Terms of Service agreement! This document exists to protect both Licensee and Licensor by using our services, Licensee agrees to our Terms of Service agreement.

## **1. Eligibility & Registration**

1.1 The Services are not targeted towards, nor intended for use by, anyone under the age of 18. By using the Services, Licensee represent and warrant that Licensee are 18 years of age or older. If Licensee is under the age of 18, Licensee may not, under any circumstances or for any reason, use the Services. Licensor may, in our sole discretion, refuse to offer the Services to any client or entity and change its eligibility criteria at any time. Licensee are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to Licensee and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for Licensee use, and not for the use or benefit of any third party.

1.2 To sign up for the Services, Licensee must sign a technology license agreement for the Services (a "License agreement"). Licensee must provide accurate and complete information and keep Licensor with updated information at all times. Licensee shall not: (i) select or use as a username a name of another client with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a client other than Licensee without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. Licensee are solely responsible for the activity that occurs on Licensee services, regardless of whether the activities are undertaken by Licensee, Licensee employees or a third party including Licensee contractors, agents, and customers (the "Clients"), and for keeping Licensee's Clients username and password secure. Licensee may never use another client's user information or registration information for the Services without permission. Licensee must notify Licensor immediately of any change in Licensee eligibility to use the Services (including any changes to or revocation of any licenses from state, provincial, territorial or other authorities), breach of security or unauthorized use of the services. Licensee should never publish, distribute or post login information for clients. Licensee shall have the ability to delete client's Account, either directly or through a request made to one of Licensor's employees or affiliates. Licensee agrees to provide accurate information in Licensee registration and not to share client's password with third parties. Licensee agrees not to impersonate another client or to select or use a user name or password of another client. Licensee agrees to notify LICENSOR promptly of any unauthorized use of Licensor's services and of any loss, theft or disclosure of client's password. Failure to comply with these requirements shall constitute a breach of these Terms of Service and shall constitute grounds for immediate termination of Licensee use of these services. LICENSOR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE AS A RESULT OF LICENSEE FAILURE TO PROVIDE Licensor WITH ACCURATE INFORMATION OR TO KEEP LICENSEE CLIENT'S SECURE.

**In other words,** Licensee must be at least 18 years old to use our service. By registering with Licensee information, Licensee is guaranteeing the services offered are solely for Licensee's clients use and not for any unknown third party – and that all of the information is accurate. Make sure to keep all of Licensee's information updated for the Licensor!

## **2. Content**

2.1 For purposes of these Terms of Service, the term "Content" includes, without limitation, information, data, text, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

2.2 All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the client who originated such User Content. Licensee represent that all User Content provided by Licensee is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. Licensee acknowledge that all Content, including User Content, accessed by Licensee using the Services is at Licensee own risk and Licensee will be solely responsible for any damage or loss to Licensee or any other party resulting there from. Licensor do not guarantee that any Content Licensee access on or through the Services is or will continue to be accurate.

2.3 The Services may contain Content specifically provided by Licensor, Licensor's partners or Licensor's users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Licensee shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

2.4 Subject to these Terms of Service, Licensor grant each user of the Services a worldwide, non-exclusive, revocable, non-sub licensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from Licensor. Licensee shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

2.5 By submitting any User Content to the Web site, excluding privately transmitted User Content, Licensor hereby do and shall grant Licensee a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub licensable and transferable license to use, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit such User Content in connection with the Web site, the Services and Licensor's (and Licensor's successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Web site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party Web sites and feeds), and including after Licensor's termination of Licensee License Agreement or the Services. Licensor also hereby do and shall grant each user of the Web site and/or the Services a non-exclusive, perpetual license to access any of Licensee User Content that is available to such user, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after Licensor's termination of Licensee's License Agreement or the Services. By submitting any User Content to the Services, Licensor hereby do and shall grant Licensee a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub licensable and transferable license to use, aggregate, reproduce, distribute, prepare derivative works of, display, and perform such User Content solely for the purpose of providing the Services.

**In other words,** Licensor can't be held responsible for the content Licensee create or content Licensee access elsewhere while using Licensor's services.

## **3. Rules of Conduct**

3.1 As a condition of use, Licensee promise not to use the Services for any purpose that is prohibited by these Terms of Service. Licensee is responsible for all of Licensee activity in connection with the Services and the activity of any sub-user or client that uses these services.

3.2 Licensee agree that Licensee will not transmit, distribute, post, store, link, or otherwise traffic in Content, information, software, or materials on or through the Service that (i) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, offensive, profane, contains or depicts pornography that is unlawful, or is otherwise inappropriate as determined by Licensor in our sole discretion, (ii) Licensee know is false, misleading, untruthful or inaccurate, (iii) constitutes unauthorized or unsolicited advertising, (iv) impersonates any client or entity, including any of our employees or representatives, or (v) includes anyone's identification documents or sensitive financial information.

3.3 Licensee shall not: (i) take any action that imposes or may impose (as determined by Licensor in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures Licensor may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Web site; (vi) harvest or scrape any Content from the Services; (vii) use the Services for high risk activities including but not limited to the operation of nuclear facilities, air traffic control, life support systems, or any other use where the failure of service could lead to death, personal injury, or environmental damage; or (viii) otherwise take any action in violation of our guidelines and policies.

3.4 Licensee shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that Licensee receive hereunder. Licensee shall abide by all applicable local, state, national and international laws and regulations.

3.5 Licensor also reserve the right to access, read, preserve, and disclose any information as Licensor reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

3.6 Subscribers or clients are restricted from registering multiple user login's (the "Account") with the same billing details without first notifying Licensor of that intent. Otherwise, Licensor shall have the right to automatically flag such Accounts as fraudulent or abusive, and Licensor may, without notification to the Subscriber or client of such Account, suspend the service of such License Agreement or any other License Agreement used by such Subscriber or client. The use of referral codes by multiple Accounts having the same billing profile is not allowed. Licensor also reserves the right to terminate a Subscriber's License Agreement if it is targeted by malicious activity from other parties.

3.7 Licensee may not use the Services to obtain information about or make decisions about anyone but themselves. Licensee is solely responsible for any reliance by Licensee on the Services or other use Licensee make of the Services. Comments, suggestions or materials sent or transmitted to Licensor (collectively "Feedback"), shall be deemed to be non-confidential. Subject to the conditions described in Licensor's Privacy Policy, Licensor shall have no obligation of any kind with respect to such Feedback and shall be free to use and distribute the Feedback to others without limitation, including, but not limited to developing and marketing products incorporating such Feedback. Licensor reserves the right to publish or use any responses, questions or comments emailed to Licensor for promotional or other purposes without any further permission, notice or payment of any kind to the sender. All such submissions will be the property of Licensor.

3.8 The enumeration of violations in this Section 3 of these Terms of Service is not meant to be exclusive, and Licensor provides notice hereby that it has and will exercise its authority to take whatever action is necessary to protect the Services, Subscribers, and third parties from acts that would be inimical to the purposes of this Section 3 of these Terms of Service.

#### **Lawful Use of the Network**

3.9 In using the Services, Subscribers must comply with, and refrain from violations of, any right of any other person, entity, law, or contractual duty, including without limitation those laws forbidding: (a) distribution of child pornography, (b) forgery, identity theft, misdirection or interference with electronic communications, (c) invasion of privacy, (d) unlawful sending of commercial electronic messages or other marketing or electronic communications, (e) collection of excessive user data from children, or other improper data collection activities, (f) securities violations, wire fraud, money laundering, or terrorist activities, or (f) false advertising, propagating or profiting from frauds and unfair schemes. Subscribers will also comply with the affirmative requirements of law governing use of the Services, including but not limited to: (i) disclosure requirements, including those regarding notification of security breaches, (ii) records maintenance for regulated industries, and (iii) financial institution safeguards.

#### **Agreed Use of Allotted Network Resources**

3.10 Subscribers shall not use any method to circumvent the provisions of these Terms of Service, or to obtain Services in excess of those for which they contract with Licensor. Subscribers shall use only those IP addresses that are assigned to them by Licensor, and shall not use any IP addresses outside of their assigned range. Subscribers shall not use any mechanism to exceed the amount of resources assigned to them through the Services, or to conceal such activities.

#### **Injurious Code**

3.11 Subscribers may not use the Services to distribute, receive communications or data gleaned from, or execute any action directed by any type of injurious code, including but not limited to: (i) trojans, (ii) key loggers, (iii) viruses, (iv) malware, (v) botnets, (vi) denial of service attacks, (vii) flood or mail bombs, (viii) logic bombs, or (ix) other actions which LICENSOR reserves the sole right to determine to be malicious in intent.

#### **Email Violations**

3.12 Subscribers shall not send bulk email utilizing their resources on the Services unless they maintain a double-authorized list of subscribed members including IP addresses and relevant contact information, along with following guidelines for including removal links with all sent emails according to the such legislation. Subscribers shall comply with all laws regarding the sending of commercial electronic messages or other marketing or electronic communications. Subscribers are forbidden from taking any action that would result in their IP addresses, or any IP address associated with Licensor or other Subscribers, being placed on the Spamhaus.org blacklist. Licensor reserves the sole and absolute right to determine whether an email violation has occurred.

## **Invasion of Privacy, Defamation, or Harassment**

3.13 Subscribers may not use the Services in a manner that would violate the lawful privacy rights of any person, or to publish or republish defamatory or libelous statements, or to harass or embarrass, which shall be determined in Licensor's sole and absolute discretion.

## **Violation of Copyright, Trademark, Patent or Trade Secret**

3.14 Subscribers may not use the Services in violation of the copyrights, trademarks, patents or trade secrets of third parties, nor shall they utilize the Services to publish such materials in a manner that would expose them to public view in violation of the law. The provisions of the Digital Millennium Copyright Act of 1998 ("DMCA") (as required under 17 U.S.C. §512) and all other applicable international trademark, copyright, patent or other intellectual property laws will apply to issues presented by allegations of copyright violations by third parties. Licensor will, in appropriate circumstances, terminate the Accounts of repeat violators. If a third believes that a Subscriber of Licensor is violating its intellectual property rights, it should notify Licensor by email at [abuse@ibsp.net](mailto:abuse@ibsp.net). A notification should include information reasonably sufficient to permit Licensor to locate the allegedly infringing material, such as the IP address or URL of the specific online location where the alleged infringement is occurring.

## **Regulations**

3.15 Subscriber shall comply with all applicable export and import control laws and regulations in its use of the Services, and, in particular, Subscriber shall not utilize the Services to export or re-export data or software without all required government licenses. Subscriber assumes full legal responsibility for any access and use of the Services, with full understanding that the same may constitute export of technology and technical data that may implicate export or cross boarder regulations, regarding export license or financial license. Should such a license be required, it shall be Subscriber's responsibility to obtain the same, at Subscriber's sole cost and expense, and in the event of any breach of this duty resulting in legal claims against Licensor, Subscriber shall defend, indemnify and hold Licensor harmless from all claims and damages arising there from.

## **Acts of Sub-Users**

3.16 Subscribers are responsible for the acts of others utilizing their access to the Services, and will be held responsible for violations of the Services by their sub-users or persons who gain access to the Services using the Subscriber's access codes. Any activity that a Subscriber is prohibited from performing by these Terms of Services is equally prohibited to anyone using the access to the Services of the Subscriber.

## **Access Code Protection**

3.17 Subscribers shall utilize proper security protocols, such as setting strong passwords and access control mechanisms, safeguarding access to all logins and passwords, and verifying the trustworthiness of persons who are entrusted with License Agreement access information.

## **Notification Regarding these Terms of Service**

3.18 Subscribers shall notify all persons who receive access to the Services of the provisions of these Terms of Service, and shall inform them that the terms of these Terms of Service are binding upon them.

## **Remedial Action**

3.19 Subscribers shall notify Licensor if and when they learn of any security breaches regarding the Services, and shall aid in any investigation or legal action that is taken by authorities and/or Licensor to cure the security breach.

In other words; Be mindful about how Licensee and it's clients use this services. If Licensee is breaking laws, being obscene, or abusing our infrastructure, Licensor have the right to stop Licensee from doing these things. Licensee must also notify Licensor before registering multiple accounts with the same billing address to prevent being flagged for abuse. Licensee is also responsible for the acts of others utilizing Licensee access to these services, as Licensor have no way of distinguishing Licensee actions from the actions of Licensee sub-users. Be careful who Licensee gives Licensee information to – it's to protect both Licensor and Licensee!

## **4. Third Party Services**

4.1 The Services may permit Licensee to link to other Web sites, services or resources on the Internet, and other Web sites, services or resources may contain links to the Services. When Licensee access third party resources on the Internet, Licensee do so at Licensee own risk. These other resources are not under Licensor's control, and Licensee acknowledge that Licensor are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such Web sites or resources. The inclusion of any such link does not imply Licensor's endorsement or any association between Licensor and their operators. Licensee further acknowledge and agree that Licensor shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Web site or resource. It is Licensee responsibility to protect Licensee system from such items as viruses, worms, Trojan horses and other items of a destructive nature.

**In other words**, It's up to Licensee to be careful when accessing third-party resources on the Internet—they're outside of our control and Licensor cannot be blamed for any negative outcomes. If Licensee has a problem with them, please let those services know directly!

## **5. Payments and Billing**

### **Acceptable Payment Methods**

5.1 Licensor is after separate signed agreement able to accept major credit cards, debit cards, and Paypal payments. Subscribers who choose to pay with PayPal will be strictly limited to a single License Agreement per PayPal account. Virtual credit cards and gift cards typically will not be accepted. Other forms of payment may be arranged by contacting Licensor at [contact@ibsp.net](mailto:contact@ibsp.net). Note that any payment terms presented to Licensee in the process of using or signing up for paid Services are deemed part of this Agreement.

5.2 Licensor can use third-party payment processors (the "Payment Processors") to bill Licensee through a separate payment Agreement linked to Licensee's License Agreement on the Services for use of the Services. The processing of payments may be subject to the terms, conditions and privacy policies of the Payment Processors in addition to this Agreement. Licensor are not responsible for error by the Payment Processors. By choosing to use paid Services, Licensee agree to pay us, through the Payment Processors, all charges at the prices then in effect for any use of such paid Services in accordance with the applicable payment terms and Licensee authorize Licenor, through the Payment Processors, to charge Licensee chosen payment provider (Licensee "Payment Method"). Licensee agrees to make payment using that selected Payment Method. Licensor reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment

## Billing and Terms

5.3 The term and billing of this Agreement shall be according to signed Technology License Agreement between the Licensee and the Licensor, to commence on the date that the Subscriber signs up for these Services.

## Suspension for Nonpayment

5.4 If a Subscriber is past due on their balance, Licensor may send up to three (3) email notifications within a fifteen (15) day period before suspending the Subscriber's Account. Servers will be temporarily powered off during the suspension period. Licensor reserves the right to delete the Subscriber's suspended machines after the final termination notice.

**In other words**, Licensor can arrange payment for clients through major credit cards and PayPal. Virtual credit cards and gift cards will not be accepted.

## 6. Warranty Disclaimer and Beta Services

6.1 Licensor has no special relationship with or fiduciary duty to Licensee. Licensee acknowledges that Licensor have no duty to take any action regarding:

- which Subscribers gain access to the Services;
- what Content Licensee access via the Services; or
- how Licensee may interpret or use the Content.

6.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE RELEASE LICENSOR FROM ALL LIABILITY FOR LICENSEE HAVING ACQUIRED OR NOT ACQUIRED CONTENT THROUGH THE SERVICES. LICENSOR MAKE NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES AND LICENSOR WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, OR LEGALITY OF MATERIAL OR CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES.

6.3 THE SERVICES, INCLUDING WITHOUT LIMITATION ANY INFORMATION DELIVERED AS PART OF THE SERVICES, AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE WITH DATA, AVAILABILITY, ACCURACY, THAT LICENSEE WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OUR WEB SITE OR THAT THE SERVICES ARE ERROR FREE AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. LICENSOR, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET LICENSEE REQUIREMENTS. LICENSEE USE OF THE SERVICES IS SOLELY AT LICENSEE OWN RISK. THE SERVICES CONTAIN INFORMATION PROVIDED BY ONE OR MORE THIRD PARTY DATA PROVIDERS. LICENSOR DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE INFORMATION PROVIDED BY ANY SUCH THIRD PARTY PROVIDER. LICENSEE ACKNOWLEDGE AND AGREE THAT NEITHER LICENSOR NOR ANY SUCH THIRD PARTY PROVIDER HAS ANY OBLIGATION TO CORRECT INFORMATION ABOUT LICENSEE EXCEPT AS REQUIRED BY APPLICABLE LAW. INFORMATION LICENSEE REQUEST MAY NOT BE AVAILABLE OR MAY NOT BE PROVIDED, AND LICENSOR HAS NO LIABILITY FOR SUCH FAILURE. IN NO EVENT WILL LICENSOR WARRANT OR GUARANTEE THE CORRECTNESS, COMPREHENSIVENESS, COMPLETENESS, ACCURACY, TIMELINESS OF ANY INFORMATION, PRODUCTS, OR SERVICES ON THIS WEB SITE. THE INFORMATION, PRODUCTS, AND SERVICES AVAILABLE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THEREFORE, LICENSEE AGREE THAT LICENSEE ACCESS TO AND USE OF OUR WEB SITE, PRODUCTS, SERVICES AND CONTENT ARE AT LICENSEE OWN RISK.

**In other words**, Licensor as a company have rights, just like Licensee the Subscriber.

## Beta Services

6.4. LICENSOR may offer "beta" versions or features of the Services (each, a "**Beta Service**"). Licensor will determine, at its sole discretion, the availability, duration (the "**Trial Period**"), features, and components of each Beta Service. For avoidance of doubt, any Beta Service is a form of the Services and the provision and use of any Beta Service is subject to the entirety of this Agreement, unless otherwise provided for in this Section 6.4

ANY BETA SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY BETA SERVICE. Notwithstanding anything to the contrary in this Agreement, in no event will Licensor be liable to Licensee or any third party for any damages or liability related to, arising out of, or caused by any Beta Service and/or any modification, suspension, or termination thereof. If Licensor permits Licensee to use a Beta Service, Licensee agree to provide Licensor Feedback and respond to Licensor's questions or other inquiries regarding Licensee use of the Beta Service, if requested and as applicable. If Licensor permits Licensee to use a Beta Service, Licensee specifically agree, in addition to the requirements set forth in Section 3 of this Agreement, to not: (i) use the Beta Service for benchmarking or performance testing or publicly disseminate performance information or analysis from any source relating to the Service; (ii) modify or create derivative works of the Beta Service or remove any product identification, proprietary, copyright or other notices contained in the Beta Service; or (iii) allow any other individual to access or use the Beta Service. Licensor at its sole discretion shall determine whether or not to continue to offer any Beta Service, and may cease offering any Beta Service at any time. Upon completion of a Trial Period, Licensee may lose access to the applicable Beta Service, unless or until the features of the Beta Service are incorporated into the Services, and Licensee agree to return or destroy all copies of documentation and confidential information related to the Beta Service. Any production candidate or non-production version of the Services will be considered a Beta Service.

Subscriber grants to Licensor to use, reproduce, distribute, and display any data provided to LICENSOR by Subscriber and/or any user of a Beta Service solely for facilitating the purposes of this Agreement (such data collectively, "Beta Data") (i) as required to provide the Beta Service; and (ii) in de-identified form, to tune, enhance and improve the Service and other Licensor products and services. Subscriber represents and warrants that it has all necessary rights to grant Licensor the rights set forth in this Section, and that it will comply with all applicable laws, regulations, and other obligations regarding the collection, use and disclosure of Beta Data. Licensor may use de-identified or aggregated Beta Data collected through a Beta Service for any purpose, including, without limitation, to enhance and improve the Services.

**In other words**, Licensor may let Licensee try new features, but these are provided "as-is" and are subject to special terms.

## 7. Limitation of Liability

7.1 IN NO EVENT SHALL LICENSOR, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOLICENSORVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF FEES PAID TO Licensor FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS ONE MONTH PERIOD, EVEN IF LICENSOR HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. SUBSCRIBER ACKNOWLEDGES THAT THE FEES PAID BY HIM OR HER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LICENSOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST LICENSOR ARISING OUT OF SUBSCRIBER'S PURCHASE OR USE OF THE SERVICES, OR ANY CONDUCT OF LICENSOR'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. LICENSEE SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES OR ANY OTHER GRIEVANCE SHALL BE LICENSEE TERMINATION AND DISCONTINUATION OF ACCESS TO OR USE OF THE SERVICES.

IN ADDITION, LICENSEE AGREE THAT LICENSOR IS NOT RESPONSIBLE FOR ANY DATA COMPILED BY OUR SERVICES AND THAT LICENSOR WILL NOT BE LIABLE, IN ANY MANNER, AS A RESULT OF LICENSEE EXPOSURE TO ANY DEFAMATORY, LIBELOUS, THREATENING, UNLAWFULLY HARASSING, OBSCENE OR OTHERWISE UNLAWFUL CONTENT OR DATA. IN NO EVENT SHALL LICENSOR, OR ANY THIRD PARTY PROVIDER OF ANY COMPONENT OF THE SERVICES OR OF ANY INFORMATION DELIVERED AS PART OF THE SERVICES, BE LIABLE TO LICENSEE AND/OR ANY PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, CONTENT, PRODUCTS, THE USE OR INABILITY TO USE THIS WEB SITE, OR ANY LINKED WEB SITE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSSES, LOSS OF PROGRAMS OR OTHER DATA, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF LICENSOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT LICENSEE COMPUTER EQUIPMENT.

SOME JURISDICTIONS LIMIT OR PROHIBIT THE FOREGOING LIMITATIONS, AND IN SUCH JURISDICTIONS THE FOREGOING LIMITATIONS SHALL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 8. Confidentiality

8.1 Subscriber shall keep confidential any confidential information to which it is given access, and shall cooperate with Licensor's efforts to maintain the confidentiality thereof. Subscriber shall not publish to third parties or distribute information or documentation that Licensor provides for purposes of operating and maintaining its systems, including material contained in estimates, invoices, work orders, or other such materials.

**In other words**, It's unlikely that Licensor will be sharing confidential information with any of its customers.

## 9. Backup

9.1 Subscriber is solely responsible for the preservation of Subscriber's data which Subscriber saves onto its virtual server (the "Data"). EVEN WITH RESPECT TO DATA AS TO WHICH SUBSCRIBER CONTRACTS FOR BACKUP SERVICES PROVIDED BY LICENSOR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR SHALL HAVE NO RESPONSIBILITY TO PRESERVE DATA. LICENSOR SHALL HAVE NO LIABILITY FOR ANY DATA THAT MAY BE LOST, OR UNRECOVERABLE, BY REASON OF SUBSCRIBER'S FAILURE TO BACKUP ITS DATA OR FOR ANY OTHER REASON.

**In other words**, Licensor trust that Licensee will be responsible and back up Licensee's own data.

## 10. Publicity

10.1 Each Subscriber is permitted to state publicly that such Subscriber is a Subscriber of the Services. Subject to Licensor's Privacy Policy, each Subscriber agrees that Licensor may include such Subscriber's name and trademarks in a list of Licensor Subscriber, online or in promotional materials. Each Subscriber also agrees that Licensor may verbally reference such Subscriber as a Subscriber of the Services. Subscriber may opt out of the provisions in this Section 10.1 by e-mailing a request to [contact@ibsp.net](mailto:contact@ibsp.net)

## 11. Indemnification

11.1 LICENSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS US, OUR AFFILIATES, PARENTS, SUBSIDIARIES, ANY RELATED COMPANIES, LICENSORS AND PARTNERS, AND EACH OF OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, DIRECTORS, SUPPLIERS AND REPRESENTATIVES FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARISE FROM OR RELATE TO LICENSEE (OR ANY THIRD PARTY USING LICENSEE LICENSE AGREEMENT OR IDENTITY IN THE SERVICES) USE OR MISUSE OF, OR ACCESS TO, THE SERVICES, CONTENT, OR OTHERWISE FROM LICENSEE USER CONTENT, VIOLATION OF THESE TERMS OF SERVICE OR OF ANY LAW, OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY client OR ENTITY. LICENSOR RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY LICENSEE, IN WHICH EVENT LICENSEE WILL ASSIST AND COOPERATE WITH Licensor IN ASSERTING ANY AVAILABLE DEFENSES.

**In other words**, If, for example, Licensee is angry with someone for something they write on a Web site that's hosted by Licensor, Licensor can't be held responsible for what they say or do.

## 12. Termination and Access

12.1 Licensor reserves the right, in their sole discretion, to terminate Licensee access to all or any part of the Services at any time, with or without notice, effective immediately, including but not limited to as a result of Licensee violation of any of these Terms of Service or any law, or if Licensee misuse system resources, such as, by employing programs that consume excessive network capacity, CPU cycles, or disk IO. Any such termination may result in the forfeiture and destruction of information associated with the Licensee. Licensor may provide prior notice of the intent to terminate Services to Licensee if such notice will not, in Licensor's discretion, run counter to the intents and purposes of these Terms of Service. Except as otherwise set forth hereunder, any and all fees paid hereunder are non-refundable and any and all fees to Licensor before such termination shall be immediately due and payable, including any liabilities that may have been incurred prior to termination such as Licensor's costs for collection (including attorneys' fees) of any such charges or other liabilities. Upon termination, any and all rights granted to Subscriber by this Agreement will immediately be terminated, and Subscriber shall promptly discontinue all use of the Services. If Licensee wishes to terminate this use of service, Licensee may do so by following the instructions or through the Services. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**In other words**, if Licensee violates these Terms of Service, then Licensor have the right to put a hold Licensee's use of service. These actions are reserved for the most drastic offenses; Licensee will more likely receive a warning and will be able to continue using our services as long as the undesirable behavior ceases.

## 13. Choice of Law, Venue, Consent to Email Service and Waiver of Hague Convention Service Formalities

13.1 Any claim arising hereunder shall be construed in accordance with the substantive and procedural laws, without regard to principles of conflict of laws. Subject to Section 15 below, Licensee agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the it's registered state. Subscriber consents to service of process via email at the email address(es) provided by Subscriber, and waives any requirement under the Hague Convention or other judicial treaty requiring that legal process be translated into any language other than English.

## 14. Dispute Resolution

14.1 Mindful of the high cost of litigation, Licensee and Licensor agree to the following dispute resolution procedure: in the event of any controversy, claim, action or dispute arising out of or related to: (i) the Web site; (ii) this Agreement; (iii) the Services; (iv) the breach, enforcement, interpretation, or validity of this Agreement; or (v) any other dispute between Licensee and Licensor ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent (1) if to IBSP International Ltd or (2) if to Licensee at: Licensee last-used billing address or the billing and/or shipping address in Licensee License Agreement information. Both Licensee and Licensor agree that this dispute resolution procedure is a condition precedent that must be satisfied prior to initiating any arbitration or filing any claim against the other party.

## 15. Mandatory Arbitration Agreement and Class Action Waiver

15.1 In the interest of resolving dispute between Licensee and Licensor in the most expedient and cost effective manner, Licensee and Licensor agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. LICENSEE UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, LICENSEE AND LICENSOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

15.2 Despite the provisions of Section 15.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

15.3 A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified mail or by Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail ("Notice"). Licensor's address for Notice is: IBSP International Ltd. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, Licensee or Licensor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Licensee or Licensor must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

15.4 If Licensee commences arbitration in accordance with these Terms, Licensor will reimburse Licensee for Licensee payment of the filing fee, unless Licensee claim is for more than 10,000 euro, in which case the payment of any fees will be decided by the arbitrator. Any arbitration hearing will take place at a location to be agreed upon. If the claim is for 10,000 euro or less, Licensee may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the rules in the county (or parish) of Licensee billing address. If the arbitrator finds that either the substance of Licensee claim or the relief sought in the Demand is frivolous or brought for an improper purpose, then the payment of all fees will be governed by the arbitrator. In that case, Licensee agrees to reimburse Licensor for all monies previously disbursed. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

**In other words**, If Licensor can't work it out, let's avoid spending a lot of money in court and agree to pay an arbitrator for a fraction of the cost instead.

## 16. Miscellaneous Provisions

16.1 Neither Licensee nor Licensor shall be liable for nonperformance of the terms herein to the extent that either Licensee or Licensor are prevented from performing as a result of any act or event which occurs and is beyond Licensee or Licensor's reasonable control, including, without limitation, acts of God, war, unrest or riot, strikes, any action of a governmental entity, weather, quarantine, fire, flood, earthquake, explosion, utility or telecommunications outages, Internet disturbance, or any unforeseen change in circumstances, or any other causes beyond either party's reasonable control. The party experiencing the force majeure shall provide the other party with prompt written notice thereof and shall use reasonable efforts to remedy effects of such force majeure.

16.2 Licensee is granted a limited, non-exclusive right to create a hypertext link to the Web site found at [www.ibsp.net](http://www.ibsp.net) provided such link does not portray Licensor and/or its affiliates or any of their respective products and services in a false, misleading, derogatory or otherwise defamatory manner. This limited right may be revoked at any time. Licensee may not use, frame or utilize framing techniques to enclose any Licensor trademark, logo or other proprietary information, including the images found at the Web site, the content of any text or layout/design of any page or form contained on a page without Licensor's express written consent. Except as noted above, Licensee are not conveyed any right or license by implication, estoppels or otherwise in or under any patent, trademark, copyright, or proprietary right of Licensor or any third party.

16.3 The Web site contains many of the valuable trademarks, service marks, names, titles, logos, images, designs, copyrights and other proprietary materials owned, registered and used by Licensor, Including but not limited to, the mark "IBSP". Licensor and the Licensor's product names referenced in the Web site are either trademarks, service marks or registered trademarks of Licensor. Any unauthorized use of same is strictly prohibited and all rights in same are reserved by Licensor. No use of any Licensor's trademark may be made by any third party without express written consent of Licensor. Other products and company names mentioned in the Web site may be the trademarks of their respective owners.

16.4 Elements of Licensor's Web site are protected by trade dress, trademark, unfair competition, and other laws and may not, unless otherwise permitted hereunder, be copied in whole or in part. No logo, graphic, or image from the Web site may be copied or retransmitted without Licensor's express written permission. The images, text, screens, Licensor pages, materials, data, Content and other information used and displayed are the property of Licensor or its licensors and are protected by copyright, trademark and other laws. In addition to our rights in individual elements of the Web site, Licensor owns copyright or patent rights in the selection, coordination, arrangement and enhancement of any images, text, screens, Licensor pages, materials, data, Content and other information used and displayed. Licensee may copy such images, text, screens, Licensor pages, materials, data, Content and other information used and displayed for Licensee personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of such images, text, screens, Licensor pages, materials, data, Content and other information used and displayed may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of Licensor.

16.5 This Agreement, including all related agreements and policies incorporated by reference herein, constitutes the entire agreement between the parties related to the subject matter hereof and supersedes any prior or contemporaneous agreement between the parties relating to the Services. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. In order for any waiver of compliance with these Terms of Service to be binding, Licensor must provide Licensee with written notice of such waiver through one of our authorized representatives. If any provision of this Agreement is prohibited by law or held to be unenforceable, that provision will be severed and the remaining provisions hereof shall not be affected such that this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. This Agreement may be signed electronically or, as set out above, Licensee access and use of the Services will manifest Licensee consent to this Agreement. These Terms of Service are personal to Licensee, and are not assignable, transferable or sub licensable by Licensee except with our prior written consent. Licensor may assign, transfer or delegate any of our rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation. All references to "laws," "rules," or "regulations" references any and all applicable laws, rules and regulations, whether domestic or foreign. Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to [legal@ibsp.net](mailto:legal@ibsp.net)

**In other words**, neither Licensee nor Licensor can be held responsible for non-performance of these terms given circumstances outside of reasonable control (e.g. extreme weather, natural disasters, telecommunications outages, or Internet disturbances).

## Privacy Policy

This Privacy Policy describes the policies and procedures of Licensor and its affiliates ("Licensor", "our" or "us") on the collection, use and disclosure of Licensee information, including any Personal Information (as below), on the Subscriber's site (the "Site") and the services, features, content or applications Licensor offer to users of our Site (collectively with the Site, the "Services") This Privacy Policy, which is incorporated into and subject to the Licensor Terms of Service, does not apply to information our Subscribers or customers may collect about individuals when using our Site, our Services, or any other functionality, product, or service offered by Licensor.

Licensor may collect and receive information about users of our Site and/or Services ("users", "Licensee" or "Licensee") from various sources, including: (i) through Licensee user License agreement on the Services (Licensee "Account") if Licensee register for the Site and the Services; (ii) Licensee use of the Services; and (iii) from third party Web sites and services. When Licensee access or use the Services, Licensee are consenting to the collection, transfer, manipulation, storage, disclosure and other uses of Licensee information, including any Personal Information, as set out in this Privacy Policy.

Licensor participate in and comply with the EU-U.S. Privacy Shield Framework as set forth by the Licensor Department of Commerce regarding the collection, use, and retention of Personal Data from European Economic Area ("EEA") member countries. Licensee can find out more about our commitment to the EU-U.S. Privacy Shield Framework.

Please read this Privacy Policy carefully. Should Licensee have any questions about this Privacy Policy or Licensor's data collection, use and disclosure practices, please contact Licensor as set forth below.

### What Does This Privacy Policy Cover?

This Site is hosted in Europe by Licensor, a company headquartered in International. This Privacy Policy explains our practices for gathering and disseminating information Licensor collect when Licensee visit our Site and associated Licensor pages.

This Privacy Policy covers the treatment of any information or set of information that identifies or that is used by or on behalf of Licensor to identify an individual, which may, in certain contexts, include information such as an identifiable individual's first and last name; home address, billing address, or other physical address; email address (so Licensor may contact Licensee); a telephone number; social security number; date of birth; or Internet Protocol ("IP") address (collectively "Personal Information") Licensor gather through the Services. This Privacy Policy also covers our treatment of any Personal Information that our business partners share with Licensor or that Licensor share with our business partners. Licensee can navigate the majority of the Web site without giving Licensor any Personal Information about yourself. However, Licensor may track the technical information (see "Information Collected Using Cookies" below) provided to Licensor by Licensee browsing the Site to improve the navigation, content and design of our Site.

This Privacy Policy does not apply to the privacy practices of third parties that Licensor do not own or control, including but not limited to any third party Web sites, services, applications, online resources to which this Site may link, frame or otherwise reference (collectively "Third Party Services") that Licensee may access through the Services. Licensor take no responsibility for the content or privacy practices of those Third Party Services. Licensor encourage Licensee to carefully review the privacy policies of any Third Party Services Licensee access.

### **What Information Do Licensor Collect And Why?**

The information Licensor gather aides Licensor to personalize, improve and operate the Services. Licensee may voluntarily provide additional information about yourself to enable Licensor to provide the information or Services Licensee are requesting. Licensor store the information Licensee provide about yourself in order to provide Licensee with the information or Services Licensee request. Such information, with the exception of any Personal Information, is typically stored for the lifetime of the database unless Licensee request that it be removed. The information Licensee provide Licensor about yourself will be shared with our employees or contractors to the extent necessary to accommodate Licensee request. Licensor will obtain Licensee consent in order for Licensor to share Licensee Personal Information with third parties in a manner that is not permitted under the terms of this Privacy Policy. Unless otherwise described below, Licensor will not use Personal Information provided to Licensor online for purposes other than those Licensee have requested without also providing Licensee an opportunity to agree to or otherwise limit such uses.

Licensor may collect the following **types of information** from our users, some of which will be Personal Information and some of which will not be Personal Information.

### **User Content and License agreement Information:**

Some features of the Services may allow Licensee to provide content to the Services that is not Personal Information. All such content submitted by Licensee to the Services may be retained by Licensor as long as necessary according to the applicable law, even after Licensee terminate Licensee Account. Licensor may continue to disclose such content to third parties in an anonym manner that does not reveal Personal Information, as described in this Privacy Policy.

As part of the License Agreement information, Licensor collects and stores information, including the full name, company name, billing address, email address, IP address, landing page, and referring URL, for all users upon registration and use of the Services. Licensee acknowledge that this information may be personal to Licensee, and by creating an License agreement on the Services and providing Personal Information to us, Licensee allow us, our affiliates, our service providers and our contractors to identify Licensee and, therefore, Licensee use of the Services may not be anonymous.

### **Use of collected information**

- Billing
- Fraud Detection
- Service Improvement
- Customer Analytics
- Marketing

Licensor may process or store Licensee Personal Information outside the jurisdiction in which Licensee reside and, if it does so, Licensee Personal Information will be governed by the privacy laws of the jurisdiction in which it is processed or stored and government and law enforcement agencies of that jurisdiction may be able to access such Personal Information without Licensee consent. If Licensee is a resident of the EU/EEA or Switzerland, the rules of the privacy shield limit such access and Licensor fully abide by the privacy shield rules in this case. Wherever Licensor are required to transfer Licensee Personal Information, regardless of where this occurs, Licensor will strive to take steps to ensure that Licensee information is treated securely and in accordance with this Privacy Policy. Please note that Licensee submission of information or use of our Services will be deemed by Licensor to signify explicit consent on Licensee part to such transfer of information to any part of the world, as long as Licensor adhere to the applicable law.

### **Email Communications:**

In addition to any information Licensee convey in emails to us, Licensor may also receive a confirmation when Licensee open an email from Licensor, Licensor collect and use this information to improve our customer service.

### **Financial Information:**

Licensor use third party payment processing companies ("Payment Processors") who collect and store financial information, such as Licensee payment method (valid credit card number, type, expiration date or other financial information), and their use and storage of that information is governed by the Payment Processors' applicable terms of service and privacy policy. Collected billing information is used for the purposes of processing billing payments and fraud detection.

### **IP Address Information and Other Information Collected Automatically:**

- Licensor may automatically receive and record information from your web browser when you interact with the Services, including Licensee IP address. An IP address is a number assigned to you by your Internet service provider so you can access the Internet. Licensor receive IP addresses in the normal course of the operation of our Site. We may automatically collect and record information about your use of features of our Services, about the functionality of our Services, and other information related to your interactions with the Services. We use the information we automatically collect and record to analyze trends, to administer, monitor and improve the Site and Services, to track users' use of the Site and Services, and to gather broad demographic information for aggregate use. We do not use IP addresses to identify you personally or disclose them to others. This information is used for fighting spam/malware and also to facilitate collection of data concerning your interaction with the Services (e.g., what links you have clicked on).
- Generally, the Services may automatically collect usage information, such as the number and frequency of visitors to the Site. We may use this data in aggregate form, that is, as a statistical measure, but not in a manner that would identify you personally. This type of aggregate data enables us and third parties authorized by us to figure out how often individuals use parts of the Services so that we can analyze and improve them.

### **Information Collected Using Cookies:**

- As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and click stream data. To collect this information, when you visit our Site, a "cookie" may be set on your computer. Cookies contain a small amount of information that allows our web servers to recognize you whenever you visit. We store information that we collect through cookies, log files and/or clear gifs to create "settings" regarding your preferences.
- We use cookie information to analyze trends, administer the website, track users' movements and gather demographic information for aggregate use. Licensor also may use cookies to enable our servers to recognize your web browser and tell us how and when you visit the Site and otherwise use the Services through the Internet.
- Licensor also uses Google Analytics, an analytics service provided by Google, Inc. ("Google"). Google Analytics uses cookies to collect non-identifying information, which may be transmitted to and stored by Google on servers. Google provides some additional privacy options described at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/) regarding Google Analytics cookies.
- Many browsers have an option for disabling cookies, which may prevent your browser from accepting new cookies or enable selective use of cookies. A user who does not accept cookies from our Site may not be able to access certain areas of the Site.

### **Information Related to Advertising:**

To support and enhance the Services, we may serve advertisements, and also allow third parties advertisements, through the Services. These advertisements are sometimes targeted and served to particular users. Licensor may partner with third parties to display advertisements targeted to visitors of the Services. To do so, Licensor stores a cookie for visitors for the purpose of displaying advertising.

### **Aggregate Information:**

We may collect statistical information about how users use the Services ("Aggregate Information"). Some of this information may be derived from Personal Information. This statistical information is not Personal Information.

### **Children's Privacy:**

Protecting the privacy of children is especially important. For that reason, we do not collect or maintain information at our Site from those we know are under 18 years of age, and our Site is a general audience site not intended for users under the age of 18.

### **How, and With Whom, Is My Information Shared?**

#### **Summary of Information Sharing:**

Except as described in this Privacy Policy, Licensor will not share, sell, or rent individual Personal Information with anyone without your permission or unless ordered by a court of law.

Information submitted to us is only available and utilized by our employees and systems responsible for providing services to our customers and to contracted service providers for the purposes of providing Services relating to our communications with you.

Licensor may share your information with contracted service providers if sharing your information is necessary to provide a Service you have requested, as part of a joint sales promotion or to pass sales leads to one of our distribution partners, or to keep you up-to-date on product announcements, software updates, special offers or other information. If your information is shared with third parties, we will strive to only provide the information they need to deliver the Service. We will aim to restrict these companies from using your information for any other purpose, and you may choose not to have your information given to such a third party.

Licensor's employees and contracted service providers have been trained to handle such data properly and in accordance with our security protocols and strict standards of confidentiality. Although we cannot guarantee against any loss, misuse, unauthorized disclosure, alteration or destruction of data, we take reasonable precautions to prevent such unfortunate occurrences.

Licensor remains responsible and liable under the Privacy Shield Principles in case of any onward transfer for the data processing operations undertaken by third-parties on its behalf.

We will not otherwise use or disclose any of your Personal Information, except as described in this Privacy Policy, including, to the extent reasonably necessary: to correct technical problems and malfunctions and to technically process your information; to protect the security and integrity of our Site; to protect our rights and property and the rights and property of others; to take precautions against liability; to the extent required by law or to respond to judicial process; or to the extent permitted under other provisions of law, or to effectuate the sale, merger, bankruptcy, or similar disposition of Licensor or its assets. Licensor also may be required to disclose your Personal Information in response to a lawful request by public authorities, including to meet national security or law enforcement requirements.

### **Public Information About Your Activity on the Services:**

Some of your activity on and through the Services may be public, such as content you post publicly on the Site or otherwise through the Services. By posting such information on the Site, you agree that it may be viewed and used by other users or otherwise. Please also remember that if you choose to provide Personal Information using certain public features of the Services, then that information is governed by the privacy settings of those particular features and may be publicly available. Individuals reading such information may use or disclose it to other individuals or entities without our control and without your knowledge, and search engines may index that information.

### **IP Address Information:**

While we may collect and store IP address information, we do not make that information public. We may at times, however, share this information with our partners and service providers for the purposes and as specified in this Privacy Policy.

### **Information You Elect to Share:**

You may access other Third Party Services through the Services, for example by clicking on links to those Third Party Services from within the Site. We are not responsible for the privacy policies and/or practices of these Third Party Services, and you are responsible for reading and understanding those Third Party Services' privacy policies. This Privacy Policy only governs your Personal Information and other information collected on the Services.

### **Aggregate Information:**

We may share Aggregate Information with our partners, service providers and other persons with whom we conduct business. We share this type of statistical data so that our partners can understand how and how often people use our Services and their services or websites, which facilitates improving both their services and how our Services interface with them. In addition, these third parties may share with us non-private, aggregated or otherwise non Personal Information about you that they have independently developed or acquired.

### **Email Communications with Us:**

Licensors may send occasional promotional materials to you via email. We try to respect your time and attention by controlling the frequency of our mailings. Each email sent contains an easy way for you to cease receiving email from us. If you wish to do this, simply follow the instructions found at the end of any email. If you have received unwanted, unsolicited email sent via this system or purporting to be sent via this system, please forward a copy of that email with your comments to [contact@ibsp.net](mailto:contact@ibsp.net). Regardless, we reserve the right to contact you for informational or account-related purposes when we believe it is necessary.

### **Access to Payment Processor Information:**

As stated above, we use Payment Processors to collect and store financial information. However, we may from time to time request and receive some of your financial information from our Payment Processors for the purposes of completing transactions you have initiated through the Services, protecting against or identifying possible fraudulent transactions, and otherwise as needed to manage our business.

### **Information Shared with Our Service Providers:**

We employ and contract with people and other entities that perform certain tasks on our behalf (our "Service Providers"). We may need to share Personal Information with our Service Providers in order to provide products or services to you. Our Service Providers do not have any right to use Personal Information or other information we share with them beyond what is necessary to assist us in order to provide the products or services requested by you.

### **Information Disclosed Pursuant to Business Transfers:**

Information about our users, including Personal Information, may be disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets. You acknowledge that such transfers may occur, and that any acquirer of us or our assets may continue to use your Personal Information as set forth in this Privacy Policy.

### **Information Disclosed for Our Protection and the Protection of Others:**

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Privacy Policy and our Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, our users and the public. This includes exchanging information with other companies and organizations for fraud protection and spam/malware prevention.

### **Information We Share With Your Consent:**

Except for data sharing described in this Privacy Policy, you will be notified when your Personal Information may be shared with third parties, and will be able to refuse the sharing of such information.

### **Is Information About Me Secure?**

Licensors is committed to protecting Personal Information. To do so we employ a variety of security technologies and measures intended to protect our information from unauthorized access, use, or disclosure. Licensors has a corporate policy in place that requires all personnel not to disclose Personal Information to any third party that is not entitled to have that information. If you have any questions about the security at our Site, you can send an email to [contact@ibsp.net](mailto:contact@ibsp.net). Please note, however, that Licensors cannot fully eliminate security risks associated with the collection, disclosure and storage of your information and that mistakes and security breaches may occur. We do not guarantee or warrant that such techniques will prevent unauthorized access to information about you that we store, Personal Information or otherwise.

### **What Happens When There Are Changes to this Privacy Policy?**

This Privacy Policy may be modified from time to time, so please review it frequently. Changes to this Privacy Policy will be posted on the Site and we recommend that you review the Privacy Policy to ensure you are aware of any changes made to it. A user is bound by any changes to the Privacy Policy when he or she uses the Services after such changes have been first posted. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the Services for the first time after such material changes are made. Please check the Privacy Policy each time you use our Site for the most current information.

### **International Data Transfers**

Licensors is a global business. We may transfer Personal Information to countries other than the country in which the data was originally collected. These countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your Personal Information to other countries, we will protect that information as described in this Privacy Notice.

### **What If I Have Questions or Concerns?**

Licensors is responsible for the processing of your Personal Information. If you have any further questions or concerns regarding privacy using the Services, or if you'd like to exercise your rights or choices as specified above, including the right to withdraw your consent, please send us a detailed message to [contact@ibsp.net](mailto:contact@ibsp.net)

Please note the name of the Site or other online resource to which you provided the information, as well as the nature of the information that you provided. We will use reasonable efforts to respond promptly to requests, questions or concerns you may have regarding our use of Personal

Information about you. Except where required by law, Licensor cannot ensure a response to questions or comments regarding topics unrelated to this Privacy Policy or our privacy practices.

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**Effective Date**

This Privacy Policy became effective on: 2022-01-01  
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