

The following are the terms and conditions for use of the POP3 & WebEMail service including without limitation email and other services which may be offered from time to time by Jethro Consultants. ("ezemail247") for use with your POP3 and WebEMail account (each feature individually and collectively referred to as the "Service"). Please read them carefully. This Service is provided to individuals who are at least 18 years old or minors who have parental permission to open and maintain an account. BY CLICKING THE "I ACCEPT" BUTTON AND COMPLETING THE REGISTRATION PROCESS, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR AN ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("TOS").

The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

### 1. MEMBER ACCOUNT, PASSWORD, AND SECURITY

To open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the Registration Form. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree to notify ezemail247 immediately of any unauthorized use of your account or any other breach of security.

### 2. MEMBER PRIVACY

It is Ezemail247's policy to respect the privacy of its members. ezemail247 will not monitor, edit, or disclose any personal information about you or your use of the Service, including its contents, without your prior permission unless ezemail247 has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of ezemail247; (3) enforce the TOS; or (4) act to protect the interests of its members or others. ezemail247 does provide certain user information in aggregate form to third parties, including its advertisers, for demographics. In addition, your Internet Protocol address is transmitted with each message sent from your account.

Some personal information you provide to ezemail247 may be stored outside of the country in which you reside.

You agree that ezemail247 may access your account, including its contents, as stated above or to respond to service or technical issues.

### 3. MESSAGE STORAGE, OUTBOUND MESSAGES AND OTHER LIMITATIONS

The amount of email storage space per member is limited; please contact our support staff for details. Some email messages may not be processed due to space constraints or outbound message limitations. The amount of instant messaging storage space is limited and some messages may not be processed due to space constraints or outbound message limitations. You agree that [eze@mail247](#) is not responsible or liable for the deletion or failure to store messages or other information.

#### 4. MEMBER CONDUCT

As a condition of your use of the Service, you warrant to [eze@mail247](#) that you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

The Service is provided to individuals only and for personal use only. You agree to use the Service only to send and receive personal messages. Any unauthorized commercial use of the Service, or the resale of its services, is expressly prohibited.

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through the Service. By way of example, and not as a limitation, you agree NOT to:

Use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.

Advertise or offer to sell or buy any goods or services for any non-personal purpose.

Harvest or otherwise collect information about others, including email addresses, without their consent.

Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.

Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Service member any directory of the Service members or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under the TOS.

Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.

Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents.

Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.

Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.

Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from the United States through the service.

Interfere with another member's use and enjoyment of the Service or another individual's or entity's use and enjoyment of similar services.

**eze**mail247 has no obligation to monitor the Service or any user's use thereof or retain the content of any user session. However, **eze**mail247 reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

## 5. LINKS TO THIRD PARTY SITES

The links included within the service may let you leave the service web sites ("linked sites"). The linked sites are not under the control of **eze**mail247 and **eze**mail247 is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. **eze**mail247 is not responsible for webcasting or any other form of transmission received from any linked site. **eze**mail247 is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by **eze**mail247 of the site or any association with their operators.

## 6. DISCLAIMERS/LIMITATION OF LIABILITY

The information and services included in or available through the Service may include inaccuracies or typographical errors. Changes are periodically added to the information herein. **eze**mail247 and/or its respective suppliers may make improvements and/or changes in the Service at any time.

**eze**mail247 does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available, are free of viruses or other harmful components. **eze**mail247 does not warrant

or represent that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.

You specifically agree that **eze**mail247 shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. You specifically agree that **eze**mail247 is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that **eze**mail247 is not responsible for any content sent using and/or included in the Service by any third party.

**eze**mail247 and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the service for any purpose. the service is provided "as is" without warranty of any kind. **eze**mail247 and/or its respective suppliers hereby disclaim all warranties and conditions with regard to the service, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

In no event shall **eze**mail247 and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the service or related web sites, with the delay or inability to use the service or related web sites, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the service, or otherwise arising out of the use of the service, whether based on contract, tort, negligence, strict liability or otherwise, even if **eze**mail247 or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the service and its related web sites.

## 7. INDEMNIFICATION

You agree to indemnify and hold **eze**mail247, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Service.

## 8. TERMINATION

**eze**mail247 may terminate your access to any part or all of the Service and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

**eze mail247** may also terminate or suspend your account for inactivity, which is defined as failing to sign-in to the Service for an extended period of time, as determined by **eze mail247**. Upon termination of the Service, your right to use the Service immediately ceases.

If you wish to terminate your account, your only recourse is to discontinue the use of the Service.

**eze mail247** shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party.

## 9. NO SPAM; DAMAGES

**eze mail247** will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay **eze mail247** liquidated damages of \$5 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your account, otherwise you agree to pay **eze mail247**'s actual damages, to the extent such actual damages can be reasonably calculated.

## 10. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

Any dealings with Advertisers on the Service or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the Advertiser or other third party. **eze mail247** shall not be responsible or liable for any part of any such dealings or promotions.

## 11. PROPRIETARY RIGHTS TO CONTENT

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to you by the Service, by **eze mail247**, or **eze mail247**'s Advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content for your personal, non-commercial use only, provided that you keep all copyright and other proprietary notices intact. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service and its associated Web sites, including code and software.

## 12. MODIFICATIONS TO TERMS OF SERVICE, MEMBER POLICIES

**eze mail247** reserves the right to change the TOS or policies regarding the use of the Service at any time and to notify you by posting an updated version of the TOS on this

Web site. You are responsible for regularly reviewing the TOS. Continued use of the Service after any such changes shall constitute your consent to such changes.

### 13. GENERAL

This agreement is governed by the laws of the State of Oklahoma, and the United States of America. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and **ezemail247** as a result of this agreement or use of the Service. **ezemail247**'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of **ezemail247**'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by **ezemail247** with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and **ezemail247** with respect to the Service (excluding the use of any software which may be subject to an end-user license agreement) and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and **ezemail247** with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and **ezemail247** agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the TOS are solely used for the convenience of the parties and have no legal or contractual significance.

### 15. LANGUAGE

It is the express will of the parties that this agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Any rights not expressly granted herein are reserved.

**NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.**

Pursuant to the Copyright Act 1968 of Australia, notifications of claimed copyright infringement should be sent to the Service Provider's Designated Agent. Please contact [webmaster@ezemail247.com](mailto:webmaster@ezemail247.com) for Making Claims of Copyright Infringement.