

# PROFESSIONAL & NETWORK SERVICES ACCEPTABLE USE TERMS

## VENDOR PRIVACY POLICY, TERMS OF USE AND EULA

This is a license and terms of use agreement between you and Managed Business Solutions. This agreement describes your rights to use the Managed Business Solutions website, services and the software provided with this agreement. You should review the entire agreement, because all of the terms are important and together create a contract between you and Managed Business Solutions.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THESE PROVISIONS AFFECT YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH MANAGED BUSINESS SOLUTIONS AND YOU SHOULD READ THEM CAREFULLY. BY ACCEPTING THIS AGREEMENT OR BY USING THE SOFTWARE, YOU AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING THE PROVISIONS RELATING TO BINDING ARBITRATION AND WAIVER OF CLASS ACTIONS. IF YOU ARE USING THE SOFTWARE IN THE COURSE OF YOUR EMPLOYMENT, YOU REPRESENT THAT YOUR EMPLOYER AGREES TO THESE TERMS AND THAT YOU HAVE AUTHORITY TO BIND YOUR EMPLOYER TO THIS AGREEMENT.**

**If you do not accept and comply with the terms of this agreement, you may not use the software. You must click the "I do not accept" button below.**

**This agreement applies to the Managed Business Solutions website, the software, the media on which you received the software (if any), and any updates, supplements, and services, unless other terms come with them (collectively referred to as the "software" in this license agreement). Managed Business Solutions has the right to change these terms at any time. The most current version of Managed Business Solutions' terms of use can be found at [www.metrobms.com/legal](http://www.metrobms.com/legal).**

**1. License:** The software is licensed, not sold. Under this agreement, we grant you the right to use the software but only if you comply with all the terms of this agreement. You do not have the right to transfer your rights under this agreement. Managed Business Solutions reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not use or violate features of the software separately, publicly, copy, rent, lease, or lend the software; transfer the software (except as permitted by this agreement); attempt to circumvent technical protection measures in the software or reverse engineer, decompile, or disassemble the software, except if the law where you live permits this even when this agreement does not. In that case, you may do only what is permitted by the law in the jurisdiction in which you or your company's business is located. When using the software you may not use features which could, in any way, interfere with the use thereof by others, or to try to gain access to any service, data, account, or network in an unauthorized manner.

**2. Free Access to the software and related services are made available to you only after full payment is received by Managed Business Solutions. There are no refunds.**

**3. Appointments:** You are responsible for scheduling activation services for the software. If you fail to schedule activation services within 90 Days of your purchase then you will no longer have access to Managed Business Solutions' software, services or website, and the activation service will not be delivered. You agree to provide Managed Business Solutions the necessary access to resources and personnel to facilitate the activation.

**4. Limitations on use:** You may not use any "drop-link," "page-scrape," "robot," "spider," "crawler" or any similar process to access any portion of the software, services or website. You may not reproduce or circumvent the navigational structure or presentation of the software or website to attempt to obtain any information not purposely made available through the services.

**5. Acceptable Use Policy:** By agreeing to this license, you are agreeing to abide by Managed Business Solutions' Acceptable Use Policy that can be found in its entirety at [metrobms.com/legal](http://metrobms.com/legal). Below are highlights of this policy.

**A. Unlawful and Offensive Use:** You may not use the software to transmit any material that constitutes or encourages a criminal offense, violates the rights of any person or entity, violates any law, rule or regulation, or threatens, harasses, intimidates, or victimizes, or intimidates an individual or group of individuals on any basis. Additionally, you may not use the software to post or transmit any content that is obscene, pornographic, indecent, lewd, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties.

**B. Managed Business Solutions' Network, Systems and Websites:** You may not engage in any conduct that has a negative effect on Managed Business Solutions or its network, systems or websites, including, without limitation, overloading servers on the Managed Business Solutions network, causing portions of the Managed Business Solutions network to be blocked by other network providers, generating unresolved third-party complaints or complaints which, in the discretion of Managed Business Solutions, impose an unreasonable administrative burden on Managed Business Solutions. You also may not:

- transmit any unsolicited commercial or bulk email; You may not transmit any "spam."
- use any software that facilitates or enables spam;
- use mail bombing or other flooding techniques; -undertake deliberate attempts to overload a server;
- engage in broadcast attacks;
- send multiple messages to the same e-mail address with the same basic content;
- engage in trolling or otherwise posting messages designed to elicit responses;
- send unauthorized subscriptions of another's name to mailing lists of any kind; or
- store, use, or distribute tools that collect email addresses for the purpose of bulk mailing.

**C. Managed Business Solutions' Responsibility:** Managed Business Solutions takes no responsibility and assumes no liability for any content uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omission, falsehood, obscenity, pornography or profanity you may encounter. You acknowledge and understand that Managed Business Solutions does not monitor, review, edit, or take responsibility for any information that users create, access, or disseminate, and that it is your responsibility ensure that any information you transmit is in compliance with all applicable laws, regulations, this Agreement and any policies established by Managed Business Solutions.

**D. How to Contact Us:** If you have any questions about our Acceptable Use Policy or your dealings with our Website, you may contact us as set forth on our website.

### 4. BINDING ARBITRATION AND CLASS ACTION WAIVER

**A. Application:** This binding arbitration and class action waiver applies to any dispute between you and Managed Business Solutions. "Dispute" means any dispute, claim, or other controversy between you and Managed Business Solutions concerning the software (including its price), any services provided by Managed Business Solutions, or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

**B. Notice of Dispute:** In the event of a dispute, you must give Managed Business Solutions a Notice of Dispute. The Notice of Dispute must be in writing and contain the name, address, and contact information of the party providing the Notice of Dispute, the facts giving rise to the dispute, and the relief requested. The Notice of Dispute must be sent by email to [proctor@metrobms.com](mailto:proctor@metrobms.com). You and Managed Business Solutions will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is received by Managed Business Solutions. If the dispute is not resolved within sixty (60) days, you or Managed Business Solutions may commence arbitration.

**C. Small Claims court:** You may also litigate any dispute in small claims court located in the jurisdiction in which Managed Business Solutions' principal place of business is located, provided the dispute meets all jurisdiction requirements to be heard in the small claims court.

**D. BINDING ARBITRATION. IF YOU AND MANAGED BUSINESS SOLUTIONS DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION OR IN SMALL CLAIMS COURT, ANY OTHER EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. AND ADJUDGMENT ON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE LOCUS OF THIS HEARING SHALL BE IN THE NORTH CENTRAL NEW JERSEY BY SIGNING THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN A PARTY OR CLASS MEMBERS ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, WHOSE DECISION WILL BE FINAL, EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.**

**E. CLASS ACTION WAIVER. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NOTWITHSTANDING YOUR NOT MANAGED BUSINESS SOLUTIONS WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, AS A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPRIETES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL AFFECTED ARBITRATORS OR PROCEEDINGS.**

**F. Claims or disputes must be filed within one year.** To the extent permitted by law, any claim or dispute under this agreement to which this section applies must be filed within one (1) year of the date on which the claim arose, either in small claims court or with the American Arbitration Association. If any claim or dispute is not filed within the one (1) year, it shall be deemed to be permanently and completely barred.

**G. Severability.** The terms, conditions, covenants and provisions of this paragraph 7 shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction, or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**7. Choice of Law:** This Agreement shall be construed in accordance with the laws of New Jersey. In the event of any action not covered by the Arbitration provisions of this Agreement, then such action shall be in the Superior Court of New Jersey, Hudson County.

**8. Entire Agreement:** This agreement is the entire agreement for the software and any such supplements, updates, and services. You understand that by using the software, you signify this agreement and all of its terms. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change these other rights if the laws of your state or country do not permit this to do so.

**9. Limited Warranty:** Managed Business Solutions warrants that properly licensed software will perform substantially as described in any materials that accompany the software. This limited warranty does not cover problems that you cause, that arise as the result of your failure to follow instructions, or that are caused by events beyond the reasonable control of Managed Business Solutions. This limited warranty commences when the first use of your copy of the software acquires that copy, and the warranty shall cease for a period of ninety (90) days thereafter. Any supplements, updates, or replacement software that you may receive during the ninety (90) day warranty period are also covered, but only for the latter of (i) the remainder of the ninety (90) day period or thirty (30) days from the date of the "Transfer" of the software will not extend the term of this limited warranty.

**MANAGED BUSINESS SOLUTIONS DISCLAIMS NO OTHER EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS, EXPRESSED OR IMPLIED. MANAGED BUSINESS SOLUTIONS EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR-INFRINGEMENT OF THIRD PARTY RIGHTS.**

If your local law does not allow the exclusion or limitation of implied warranties, or that any implied warranties, guarantees, or conditions last only during the ninety (90) day term of this limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies that are described in this agreement. In the event it is determined that any defect is covered by any applicable warranty, then Managed Business Solutions will, at its election, either (i) repair or replace the software at no charge, or (ii) accept return of the product for a refund of the amount paid. If any Managed Business Solutions software may also repair or replace supplements, updates and replacement software or provide a refund of the amount you paid for them, if any. These are your only remedies for breach of this limited warranty. If you have any questions you may contact Managed Business Solutions to find out how to obtain warranty service for the software.

**10. Limitation and Exclusion of Liability:** YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF ANY MANAGED BUSINESS SOLUTIONS PRODUCT. ANY CONTENT OR INFORMATION ACCESSED IS PROVIDED "AS IS," WITH ALL FAULTS, AND "AS AVAILABLE." YOU ACKNOWLEDGE THAT YOU ARE USING OUR PRODUCTS AT YOUR OWN RISK. MANAGED BUSINESS SOLUTIONS DOES NOT GUARANTEE THAT ITS PRODUCTS WILL BE ERROR-FREE, CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL MANAGED BUSINESS SOLUTIONS OR ANYONE ASSOCIATED WITH MANAGED BUSINESS SOLUTIONS BE LIABLE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS PRODUCTS. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND INCLUDING COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME, OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, AND CLAIMS OF THIRD PARTIES. EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, YOU AGREE THAT THE AGGREGATE LIABILITY OF MANAGED BUSINESS SOLUTIONS ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY MANAGED BUSINESS SOLUTIONS SOFTWARE, SERVICE OR WEBSITE WILL NOT EXCEED THE GREATER OF \$100.00 OR THE AMOUNTS PAID TO MANAGED BUSINESS SOLUTIONS OVER THE PREVIOUS 6 MONTHS PURSUANT TO THIS AGREEMENT. IF YOUR LOCAL LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN SUCH AREAS. THE LIABILITY OF MANAGED BUSINESS SOLUTIONS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

**Acceptable Use Policy:** This policy applies to the Managed Business Solutions website, the software, the media on which you received the software (if any), and any updates, supplements, and services, unless other terms come with them (collectively referred to as the "software" in this license agreement). Managed Business Solutions has the right to change these terms at any time. The most current version of Managed Business Solutions' terms of use can be found at [www.metrobms.com/legal](http://www.metrobms.com/legal).

**A. Unlawful and Offensive Use:** You may not use the software to transmit any material that constitutes or encourages a criminal offense, violates the rights of any person or entity, violates any law, rule or regulation, or threatens, harasses, intimidates, or victimizes, or intimidates an individual or group of individuals on any basis. Additionally, you may not use the software to post or transmit any content that is obscene, pornographic, indecent, lewd, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties.

**B. Threats:** You may not use the software to threaten harm to people or property.

**C. Interference:** You may not do anything to interfere with other users of the software. D. Forgery or Impersonation: You may not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.

**E. Infringing Content:** You may not use the software to post or transmit any content that infringes any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any person or entity. This includes, but is not limited to: the unauthorized posting or transmission of graphics, pictures, photographs, logos, videos, music, and videos.

**F. Prohibited Actions Relating to Network Usage:** You may not transmit any unsolicited commercial or bulk email. You may not transmit any "spam." You also may not use any software that facilitates or enables spam; use mail bombing or other flooding techniques; undertake deliberate attempts to overload servers on the Managed Business Solutions network, causing portions of the Managed Business Solutions network to be blocked by other network providers, generating unresolved third-party complaints or complaints which, in the discretion of Managed Business Solutions, impose an unreasonable administrative burden on Managed Business Solutions.

**G. Hacking:** You may not use the software for unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach securities or authorization measures without express authorization of the owner of the system or network.

**H. Mines:** You may not use the software to upload, post, or otherwise distribute or facilitate distribution of any content that disseminates viruses, Trojan Horses, corrupted files, or any other similar software or programs that may damage the operation of or compromise the integrity and security of another computer system, or service.

**I. Interception:** You may not use the software for unauthorized monitoring of data or traffic on any network or system, without the express written authorization of the owner of the system or network.

**J. Avoiding System Restrictions:** You may not use any means to avoid the prohibitions of this Policy.

**K. Falsification of Origin:** You may not use a forged or misrepresented header, return mailing, or internet protocol address to mask the identity or contact information of the sender. You may not engage in "spoofing."

**L. Other Networks:** You may not use the software to engage in activities that violate the conditions of any other network access provider or internet service provider.

**M. Managed Business Solutions' Network:** You may not engage in any conduct that has a negative effect on Managed Business Solutions or its network, including, without limitation, overloading servers on the Managed Business Solutions network, causing portions of the Managed Business Solutions network to be blocked by other network providers, generating unresolved third-party complaints or complaints which, in the discretion of Managed Business Solutions, impose an unreasonable administrative burden on Managed Business Solutions.

**N. Prohibited Adult Content:** You are expected to use Managed Business Solutions' software and services properly and responsibly. You may not send messages that contain what is commonly acknowledged as adult graphic content or pornographic materials, including child pornography, links or distribution of passwords to adult websites, banners advertising adult websites, and any related merchandise. Managed Business Solutions may terminate Customers that violate this prohibition at any time and without notice.

**O. Complaints Over Perceived Infringement:** Managed Business Solutions respects intellectual property rights and will terminate registered users and deny access to others who, in Managed Business Solutions' discretion, repeatedly infringe the intellectual property rights of others. If you believe that materials posted on the Managed Business Solutions website infringe rights you enjoy under copyright law in specific materials (a "Work"), Managed Business Solutions requires that you follow the procedure described below to notify us of your concerns or objections. In turn, Managed Business Solutions agrees to respond to your notice, as outlined below, and remove or disable access to material that you believe infringes your Work.

**P. Designated Agent:** If you believe materials posted on the Managed Business Solutions website infringe the copyright in your Work, please contact our Legal Department at [proctor@metrobms.com](mailto:proctor@metrobms.com). Your notice to our Designated Agent should follow the notice provisions set out in the Digital Millennium Copyright Act (17 USC § 512).

**Q. Managed Business Solutions' Responsibility:** Managed Business Solutions takes no responsibility and assumes no liability for any content uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omission, falsehood, obscenity, pornography, or profanity you may encounter. You acknowledge and understand that Managed Business Solutions does not monitor, review, edit, or take responsibility for any information that users create, access, or disseminate, and that it is your responsibility ensure that any information you transmit is in compliance with all applicable laws, regulations, and this Policy.

**R. How to Contact Us:** If you have any questions about our Acceptable Use Policy or your dealings with our Website, you may contact us at [proctor@metrobms.com](mailto:proctor@metrobms.com).

## PRIVACY POLICY

This privacy policy defines how Managed Business Solutions will use and protect any information that you provide to us as through the use of our systems, networks or websites. Managed Business Solutions is committed to protecting your privacy where Managed Business Solutions is provided with any information by which you can be identified when using our systems, networks or websites. You can be assured that it will only be used in accordance with its privacy statement, and the Safe Harbor Principles published by the U.S. Department of Commerce. Managed Business Solutions may change this policy from time to time by updating this page. The most recent version will be accessible at [www.metrobms.com/legal](http://www.metrobms.com/legal).

### Customer information we may collect or receive:

- Your Name
- Personalized Billing Information
- Your Address
- Your Social Security Number
- Your E-Mail Address
- Your Telephone Number
- Your Credit Card Information
- Data about technology products you use

### What we do with the information:

We require customer information to provide you the services you purchased from a marketplace or Managed Business Solutions website. We use this information for:

- Processing payment transactions
- Personalizing your customer service experience
- Internal recordkeeping and billing
- Providing you with the services you purchased
- Gathering data for satisfaction surveys to improve our service
- Marketing additional products and services to you if we receive your permission to do so when you purchase the services
- Periodic e-mails sent to you containing information and updates on your order and occasional company news, updates and information on related products and services.

If at any time you would like to unsubscribe from receiving future emails we include opt-out information at the bottom of each e-mail.

### What we will not do with your information:

- We will not sell, trade or share your information to any third party
- We will not release your information to any third party unless we are required to do so by law
- We will not use your information to target you in connection with any advertising program, influence your choice of search engine, or encourage you to modify default browser settings

### Security:

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect or receive.

All customer data that is collected or stored by Managed Business Solutions will be maintained in a secure environment that meets industry standards and Safe Harbor Principles for website security and will be encrypted when stored or transmitted.

Managed Business Solutions employs up-to-date industry recognized best practices and procedures to prevent and detect (1) theft, piracy, unauthorized access to, copying, duplication or distribution of customer data collected.

Managed Business Solutions complies with all internet privacy, Safe Harbor Principles, and similar laws in connection with our collection, use and distribution of customer data.

### Cookies:

We may use cookies to help us remember and process the items in your shopping cart, understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better customer experiences and tools in the future (if you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies via your browser settings. Like most websites, if you turn your cookies off, some of our services may not function properly. However, you can still place orders by contacting a Managed Business Solutions Customer Service Representative by phone or email).

### Links to other websites:

Our website may contain links to enable you to visit other websites and services that you may interest you. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information that you provide while visiting such sites and such sites are governed by their own privacy policies. You should exercise caution and review the privacy statement applicable to the websites in question.

### Controlling your personal information:

Our website, products and services are all directed to people who are at least 13 years old or older. You may make changes to your stored personal information by logging into the control panel and going to the "Edit Profile" page. You can opt-out of Managed Business Solutions direct marketing activities by sending us an email at [proctor@metrobms.com](mailto:proctor@metrobms.com).

### Access to your personal information:

If you would like to receive a copy of information we have stored about you please contact us at [proctor@metrobms.com](mailto:proctor@metrobms.com).

**BY USING OUR WEBSITE, EITHER DIRECTLY OR THROUGH A MARKETPLACE, YOU CONSENT TO THIS PRIVACY POLICY.**