

Customer Restrictions  
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Trademarks

The following Terms of Use apply to ITLNOW customers and visitors:

#### Email Accounts

All login accounts that have not been logged into for a period of 12 consecutive months or more shall be deemed abandoned and ITLNOW shall have the right to delete the account ("Abandoned Accounts") and/or all information residing in such Abandoned Account ("Abandoned Accounts").

#### Payments

All charges are shown in US Dollars. Payments are to be made in US dollars. ITLNOW accepts the following types of payment:

Check, Money Order and Purchase Order with prior arrangements (send requests to [payment@itlnow.com](mailto:payment@itlnow.com) (Note: DO NOT provide and sensitive data unless protected)  
Credit Card (VISA, MasterCard, American Express, Discover)

#### Fees

##### Returned (NSF) Checks

ITLNOW charges a \$30.00 fee for returned (NSF) checks. Customers that issue an NSF check will be required to submit future payments with a certified check or money order.

##### Credit Card Chargebacks

A \$30.00 chargeback fee will be assessed for each credit card chargeback received by ITLNOW.

##### Bank Wire Payments

ITLNOW does NOT charge fees for accepting payment via bank wire, however, international wire transfers may be assessed a \$20.00USD processing fee by Bank of America. In addition, your issuing bank may also charge a fee for sending the wire. Please add these fees to the amount that you are sending to ITLNOW or the amount credited to your account will be less than your intended payment. Please make prior arrangements (send requests to [payment@itlnow.com](mailto:payment@itlnow.com) (Note: DO NOT provide and sensitive data unless protected)

##### Cancellations and Refund Policy

In order to cancel your order, you must contact ITLNOW's Customer Service Team, Monday through Friday, 8:00 A.M. to 5:00 P.M. Eastern Time via email at [billing@itlnow.com](mailto:billing@itlnow.com), ITLNOW.

Cancellation requests must be received by ITLNOW no later than 24 hours of purchase (which is the time set prior to delivery).

All sales are final. However, please let us know by email or postal service of your experience using any of our products and services.

#### Billing Dispute

Customers have 10 business days from the date of an invoice or charge to dispute that invoice or charge; after that time the customer will be deemed to have waived any objections to that invoice or charge. Refunds: Do to the nature of our service that is provided; all sales are final.

#### Credit Card Disputes/Chargebacks

ITLNOW has a zero tolerance policy for chargebacks. Any customer who disputes a credit card payment is subject to a fine at ITLNOW's discretion. A charge of \$30.00 per chargeback will be assessed to all accounts that receive a chargeback.

#### Billing/Price Changes

ITLNOW's policies and prices are subject to change without notice.

#### Legal Notice

The right to use the material found on our websites, products or services, related storage media and accompanying materials is granted only to licensed and registered purchasers as described in the copyright notice.

The information material found on our websites, products or services, related storage media and accompanying materials is provided as a service to the community in their efforts to educate and entertain. Such information is nonetheless subject to change without notice. Although every reasonable effort has been made to ensure the accuracy, completeness, and relevance of the information contained herein, ITLNOW, Inc. and its units, including its affiliates (such as the author) cannot be responsible for errors and omissions, or any party's interpretations or applications of the ideas or words contained therein. It is presented with the understanding that neither the author nor its publisher is engaged in rendering legal, technical or other professional advice or services. If the reader requires such advice or services, a competent professional should be consulted. Neither the ITLNOW, Inc., and its units make any warranties, guarantees, or representations about the fitness for any purpose of the material found in its websites, products or services, related materials found on the storage media and accompanying materials. At all times, the readers must keep in mind that wherever there is a conflict found between our websites, products or services, related materials found on the storage media or accompanying materials it is its opinion and humor. And the provisions of Massachusetts Regulation 201 CMR 17.00, it is the latter that will govern

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## Copyright Violations

The Digital Millennium Copyright Act ("DMCA") sets forth the law regarding the use of copyrighted materials on the Internet. All ITLNOW customers and affiliates are subject to the requirements of the DMCA.

### DMCA Copyright Infringement Notification Requirements:

Physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant").

Identification of the copyrighted work(s) claimed to have been infringed.

Identification of the material claimed to infringe the copyright(s), and enough information for ITLNOW to locate it including URLs and specific descriptions of the infringing material at each URL.

The DMCA contains very specific guidelines as to what proper notification of claimed infringement must contain. Copyright owners may obtain a copy of the DMCA, including these guidelines, by visiting the web site of the U.S. Copyright Office at <http://www.copyright.gov/title17/92chap5.html#512>. ITLNOW is not required to respond to notices that do not meet the requirements of the DMCA. Copyright owners should be aware that there are substantial penalties for false claims and that ITLNOW will actively refer complainants who use the DMCA for improper purposes to relevant law enforcement agencies.

## Privacy

ITLNOW is concerned with the privacy of on-line communications and Web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, ITLNOW urges its customers to assume that all of their on-line communications are insecure unless a secured lock is listed on the users browsers address link. ITLNOW cannot take any responsibility for the security of information transmitted over ITLNOW's facilities. Additional details on privacy and ITLNOW's use of customer information can be found in ITLNOW's Privacy Statement located [here](#).

## Customer Responsibility

Customers and participates are required to use the ITLNOW website(s) responsibly. This includes respecting the other Customers and participates of ITLNOW. ITLNOW reserves the right to suspend and/or cancel service with any Customers and participates who uses the ITLNOW website(s) in such a

way that adversely affects other ITLNOW Customers and participates. While ITLNOW may monitor its service electronically to determine that its facilities are operating satisfactorily, as a general practice, ITLNOW does not monitor its Customers and participates communications or activities to determine whether they are in compliance with the TOU. However, when ITLNOW becomes aware of any violation of the TOU or other user agreements, ITLNOW may take any action to stop or correct such violation, including, but not limited to, denying access to ITLNOW's services and equipment or to the Internet. In addition, ITLNOW may take action against a Customers and participates or a Customers and participates of such Customers and participates because of the activities of such Customers and participates.

#### Actions Taken by ITLNOW

The failure by a Customers and participates to meet or follow any of the TOU is grounds for account removal. ITLNOW will be the sole arbiter as to what constitutes a violation of the TOU. ITLNOW reserves the right to remove any account without prior notice and to refuse service to anyone at any time. When ITLNOW becomes aware of an alleged violation of its TOU, ITLNOW will initiate an investigation. During the investigation, ITLNOW may restrict a Customers and participator's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, ITLNOW may, at its sole discretion, restrict, suspend, or terminate Customers and participator's account and/or pursue other civil remedies. If such violation is a criminal offense, ITLNOW will notify the appropriate law enforcement authorities of such violation. An unlisted activity may also be a violation of the TOU if it is illegal, irresponsible, or constitutes disruptive use of the Internet. ITLNOW does not issue credits for service disablement resulting from TOU violations. Violators of the policy are responsible, without limitations, for the cost of labor to rectify any damage done to the operation of the business operations supported by the website, and to respond to complaints incurred by ITLNOW.

#### Indemnification

ITLNOW Customers and participates agree to protect, defend, hold harmless, and indemnify ITLNOW, any third party entity related to ITLNOW (including, without limitation, third party vendors), and ITLNOW's executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, and affiliates, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses, arising out of or resulting in any from the Customers and participator's use of ITLNOW's services.

#### Disclaimer

The ITLNOW service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. ITLNOW expressly disclaims any representation or warranty that the ITLNOW service will be error-free, secure or uninterrupted. No oral advice or written information given by ITLNOW, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. ITLNOW and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the services and/or products.

#### Termination for Bankruptcy or Insolvency

If a Customer and participant becomes insolvent or any bankruptcy petition is filed by the Customer and participant, or any third party against the Customer and participant, ITLNOW may immediately terminate provision of ITLNOW's services to the customer without prior notice or penalty. Such customer consents to the grant of relief from any automatic stay of proceedings against ITLNOW in such event.

#### Limitation of Liability

To the maximum extent permitted by applicable law, in no event, and under no theory of law or equity, will ITLNOW (including, without limitation, ITLNOW's executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, affiliates, third-party providers, merchants, licensors, or the like) or anyone else involved in creating, producing, or distributing ITLNOW's services and products, be liable for the loss of a company name, or any business or personal loss, revenues decrease, expenses increase, costs of substitute products and/or ITLNOW services and products, or any other loss or damage whatsoever, or for any consequential, special, incidental, punitive or indirect damages of any kind arising out of any use of, or any inability to use, any ITLNOW services and products even if ITLNOW has been advised of the possibility of such damages. All claims and causes of actions arising in connection with ITLNOW or ITLNOW's services and products are permanently barred unless the claim or cause of action is commenced within 6 months after the basis of the claim or the cause of action arose, regardless of any statutory limitation period allowing for a longer period. ITLNOW's total cumulative liability, if any, to customer, or any third party, for any and all damages, related to the TOU or ITLNOW's services and products, including, without limitation, those from any negligence, any act or omission by ITLNOW or ITLNOW's representatives, or under any other theory of law or equity, will be limited to, and will not exceed, the actual dollar amount paid by the Customer and participant for the services or products which gave rise to such damages, losses and causes of actions during the 3-month period prior to the date the damage or loss occurred or the cause of action arose.

#### ITLNOW's Intellectual Property

Customer and participant will not, without ITLNOW's express written consent, copy, reproduce, republish, or otherwise use any material, in whole or in part, that is located on ITLNOW's Web site, and Customer and participant will not use any of ITLNOW's trademarks, service marks, copyrighted materials, or other intellectual property without ITLNOW's express written consent. Customer and participant will not, in any way, misrepresent their relationship with ITLNOW, attempt to pass themselves off as ITLNOW, or claim that Customer and participant are ITLNOW.

#### Assignment

Customer and participant may not assign or delegate their rights or obligations under the TOU or other agreement for ITLNOW's services, either in whole or in part, without the prior written consent of ITLNOW.

#### Governing Law and Severability

The TOU, and any other agreement for ITLNOW services and products, will be governed by and construed in accordance with the laws of the State of Massachusetts, USA without reference to its conflicts of laws principles. Any litigation or arbitration between a customer and ITLNOW will take place in Massachusetts, and the Customer and participant will consent to personal jurisdiction and venue in

that jurisdiction. If any provision or portion of the TOU or other ITLNOW agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the TOU or the agreement will continue in full force and effect.

#### Independent Contractors

Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between ITLNOW and its Customers and participates. Each of ITLNOW and its customers will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

#### Complete Agreement and Exclusivity

The TOU, and/or any other specific agreement for ITLNOW services and products, constitutes the complete understanding and agreement between ITLNOW and its customers. Except when expressly agreed to the contrary in signed writing by an authorized representative of ITLNOW, the TOU supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This TOU, and/or any other specific agreement for ITLNOW services and products is between ITLNOW and its Customers and participates only and will not confer any rights in any third party except as otherwise expressly provided by ITLNOW.

#### Third Party Providers

You agree that certain services may be provided by third party providers of ITLNOW and that your use of such services or products may be subject to further agreements, policies, terms, and conditions in addition to those contained or referenced in this Agreement.

Send the notification via mail, email, or fax to:

The Claimant's name, address, and telephone number(s).

A statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.

A statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

#### Public Relations:

ITLNOW, INC.

2130 Mendon Road, Ste. 3-316

Cumberland, RI 02864

United States

Telephone: 401-349-2135

Fax: Number: (401) 227-1684

Email: pr@icomplynow.com

Email: legal@iitlnow.com

Website: <http://www.itlnow.com>