

ACCEPTABLE USE POLICY

BrandXAds, Inc., and its subsidiaries, divisions and related web sites (hereinafter collectively referred to as “BrandXAds”) Acceptable Use Policy ("AUP") describe the proper kinds of conduct and prohibited uses of BrandXAds’s services (the "Services"), as described and subscribed to pursuant to the Terms and Conditions Agreement (“Agreement”) attached hereto. The AUP is not exhaustive and BrandXAds reserves the right to modify the AUP at any time, effective upon posting of the modified AUP to www.brandxads.com. By registering for and using the Services, and thereby accepting the terms and conditions of the Agreement, you agree to abide by the AUP as modified from time to time. Any violation of the AUP may result in the suspension or termination of your account and such other action as BrandXAds deems appropriate.

1. YOUR GENERAL RESPONSIBILITIES

The Services enable you to develop and display a Web site through which you can interact with users of the Internet and retrieve and send vast amounts of information. It also allows for the deploying of email to promote the sale of your product or services. Generally, BrandXAds will not actively monitor, censor, or directly control any content that is or will be displayed on your Web site(s) or information that you collect or use through your Web site(s). BrandXAds, however, provides the Services with the goals of (a) ensuring security, reliability and privacy of the Services and the users of the Services, (b) maintaining an image and reputation of BrandXAds as a responsible provider of the Services, (c) preserving the value of Internet resources as a conduit for free expression, (d) encouraging the responsible use of Internet resources and discouraging degrading, libelous or illegal uses of such resources. Consequently, BrandXAds expects you, and all other users of the Services, to take responsibility in using the Internet with courtesy and responsibility, and be familiar with and to practice good Internet etiquette, in furtherance of the above stated goals.

VIOLATION OF ANY OF THESE GUIDELINES IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM BrandXAds. YOU WILL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES.

2. ILLEGAL OR HARMFUL USE

You may use the Services only for lawful purposes. Transmission, distribution, sale, or storage of any material in violation of any applicable law, regulation, or the AUP is prohibited. The following non-exhaustive list details the kinds of illegal or harmful conduct that are prohibited. BrandXAds reserves the rights to restrict or prohibit any and all uses of the Services or content on your Web site(s) and to remove such materials from its servers, that BrandXAds determines in its sole discretion is harmful to its servers, systems, network, reputation, good will, other BrandXAds customers, or any third party.

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

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

Export Violations. Posting or sending of software or technical information in violation of U.S. export laws, including, without limitation, the Export Administration Act and the Export Administration

Regulations maintained by the Department of Commerce.

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

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

3. SYSTEM AND NETWORK SECURITY AND INTEGRITY

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

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

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

Intentional Interference. Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also means the use of any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

Falsification of Origin. Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.

Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on the Services such as timing out.

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

4. E-MAIL

You may not distribute, publish, or send any of the following types of e-mail:

Unsolicited promotions, advertising or solicitations (commonly referred to as "spam") that is not compliant with the CAN-SPAM Act of 2003, including, without limitation, commercial advertising and informational announcements to those email addresses who have requested that their email addresses be opted out.

Commercial promotions, advertising, solicitations, or informational announcements that contain false or misleading information in any form.

Harassing e-mail, whether through language, frequency, or size of messages.

Chain letters.

Malicious e-mail, including without limitation "mailbombing" (flooding a user or Web site with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses).

E-mails containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information.

Third Party Links. Links to third party web sites should not be inserted in emails without the direct or

indirect permission of the third party, and your email should conspicuously notify the recipient that the link is to a third party over which you have no control or operation.

In addition, you may not use BrandXAds 's mail server or another Web site's mail server to relay mail without the express permission of the account holder or the Web site. Posting the same or similar message to one or more newsgroups, message boards, blogs, online discussion groups, etc., (excessive cross-posting or multiple-posting) also is explicitly prohibited.

5. INSTANT MESSAGING and CHAT Services

Inappropriate use or misuse of instant messaging or chat applications on the BrandXAds network is not acceptable. Examples include: Sending instant messages that contain threatening, abusive, illegal or libelous material.

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INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUP, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF, WILL BE CONSIDERED VIOLATIONS OF THE AUP BY YOU.

Any questions regarding this AUP should be directed to info@brandxads.com.

Updated: January 13th, 2007