



nTAG Interactive Corporation

This policy applies to any organization or individual that uses nTAG products and services.

Acceptable Use Policy

This Acceptable Use Policy (“AUP”), and any agreement pursuant to which you use our devices, software or server-based functions, govern your access to our products and services. If you do not accept this AUP, you may not access or use our products and services. This AUP may be revised in the future by posting the modified policy on nTAG’s web site.

You are in violation of this AUP when you engage in any of the following proscribed activities:

- Use our services to make mass unsolicited offers, messages or proposals including mass emails, mass mailings, mass instant messages or any other form of mass communication, to users of our products and services;
- Harass, defame or defraud users of our products or services, including without limitation, distributing or posting defamatory, abusive or threatening language or anything that can be regarded as hate literature;
- Knowingly damage or interfere with the operation of our products or services, or any user’s enjoyment of them, by any means, including uploading or disseminating viruses, worms or other harmful code;
- Access or use our products or services in violation of any local, state, national or international laws and regulations, including without limitation, laws governing protection and privacy;
- Engage in activities that we deem harmful, offensive, controversial or infamous to either nTAG, its customers, or others, such that we reasonably believe that our customers, partners, operations, reputation, goodwill or general customer relations could potentially be negatively impacted; or
- Otherwise accessing or using our products or services in violation of any applicable license or service agreement.

Remedies and Action

Responsibility of avoiding the above harmful activities rests solely on you. We do not, and will not, monitor use of the nTAG system or the communications of our users. However, if we learn of a violation of our AUP, we will respond accordingly and at our sole discretion. The type of action taken will depend on the severity and duration of the violation, as well as the perceived breadth and severity of the harm to nTAG, or others. When we become aware of an alleged violation of our AUP, we will (as quickly as practical) investigate the claim and determine the course of action necessary to remedy the problem. No credits will be issued for time during which use of our products or services is suspended or terminated due to what we perceive as a

violation of this AUP, whether or not it is later proven that any AUP violation existed. In addition, we reserve the right, at our sole discretion, to notify the proper legal authorities.

Our failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of the right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will continue in full force and effect.

You agree to indemnify, defend and hold harmless nTAG and its directors, officers, employees, suppliers and agents against all damages and expenses (including reasonable attorneys fees) resulting from you engaging in any of the prohibited activities listed in this AUP or resulting from your violation of the AUP or of any other posted nTAG policy related to the nTAG products or services. Your indemnification will survive any expiration or earlier termination of any license agreement between you and nTAG.

