



931 Pittsburg Ave  
North Canton, OH 44720

phone: 330.966.1129  
web: [www.intechcomputer.com](http://www.intechcomputer.com)

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## iNFilter Service Agreement

This agreement defines your rights and your obligations as a subscriber to the iNFilter service, a service offered by Intech Computer Solutions, Inc. By subscribing to the iNFilter service you acknowledge and accept that you agree to the following terms and conditions. You further acknowledge having read this agreement in full and that you understand all of your rights and obligations as defined within this agreement, that you are of legal age to enter into this contract and that you accept all terms and conditions contained within this agreement and agree to be bound by the terms and conditions of this agreement. Intech Computer Solutions, Inc. reserves the right and you agree to this right to cancel any contract for provision of the iNFilter service without notice or explanation followed by a simple refund of fees already received for the current month of service plus any future months paid in advance less any applicable fees.

### **1. Definitions, Acceptance of Terms, Conditions and Guidelines**

The iNFilter Service Agreement may be interchangeably referred to within this document and communications related to the Service as "The Service Agreement", "The Agreement", "Service Agreement", "Agreement" or "SA" and it is understood and agreed that these terms (irrespective of capitalization used) shall mean the iNFilter Service Agreement.

Intech Computer Solutions, Inc. provides its iNFilter service to you subject to the following Description of Service and subject to the Terms and Conditions of this Agreement which may be updated from time to time without specific personally delivered notice to yourself by the posting of these changes online at [www.intechcomputer.com/legal](http://www.intechcomputer.com/legal). You agree to be bound by the Terms and Conditions of the current version of the iNFilter Service Agreement as posted at this address.

Unless explicitly stated otherwise and in writing, any new features that augment, enhance or modify the current Service, including the release of new Service properties, features or options, shall be subject to this agreement. You understand and agree that the Service is provided "AS-IS" and that Intech Computer Solutions, Inc. assumes no responsibility for the timeliness, deletion or incorrect delivery of any email communications processed by the Service. You further understand and agree that iNFilter is not a mail-hosting service and that you must provide and be responsible for all equipment necessary to receive email forwarded to you through our Service.

### **2. Acceptable Use Policy**

You agree not to deliver mail to the Service or knowingly cause to have mail delivered to the Service that would be deemed illegal by authorities of competent jurisdiction or be deemed unacceptable use of the Service by Intech Computer Solutions, Inc. This includes but is not limited to (including mail attachments) hate email or email promoting racism, child pornography or email advocating or soliciting others to engage in illegal activities or email or content in violation of any statute or regulation. You agree not to use the Service to test spam (bulk or unsolicited email) or to use the Service to send spam (bulk or unsolicited email). You agree not to use the Service or subject the Service to activities that may in any way impair the stability or good function of the Service or in any way negatively affect or impair the use of the Service by other Subscribers or use or access to the Service. Intech Computer Solutions, Inc. reserves the right of sole determination as to what constitutes acceptable use of the Service and reserves the sole right to take whatever action or pursue whatever remedy Intech Computer Solutions, Inc. deems is necessary to maintain or restore acceptable function of the Service or access to the Service. Intech Computer Solutions, Inc. further reserves the right to take whatever legal action it deems necessary to maintain the reliability and good function of the Service including pursuit of damages as compensation for activities and behavior specifically and maliciously directed towards damaging the reliability and good function of the Service. You acknowledge that violation of the Acceptable Use Policy may result in immediate suspension or termination of your account at the sole discretion of Intech Computer Solutions, Inc. without recourse, compensation or reimbursement.

### **3. Your Registration Obligations**

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Intech Computer Solutions, Inc. has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Intech Computer Solutions, Inc. has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

### **4. Subscriber Account, Password and Security**

You are responsible for maintaining the confidentiality of your account, account access and password and are fully responsible for all activities that occur within the Service and to the Service under access through your account. You agree to (a) immediately notify Intech Computer Solutions, Inc. of any unauthorized use of your account or password or any other breach of security, and (b) ensure that you exit from all account sessions at the end of each user session whether at private or public access terminals.



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Intech Computer Solutions, Inc. shall not be liable for any loss or damage arising from your failure to comply with the terms and conditions of this section.

#### **5. Member Conduct**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and the sender and not Intech Computer Solutions, Inc. are entirely responsible for all content that you email, transmit or otherwise make available via the Service. Intech Computer Solutions, Inc. does not control the Content transmitted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Intech Computer Solutions, Inc. be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

#### **6. Special Admonitions for International Use**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Canada or the country in which you reside.

#### **7. Indemnity**

You agree to indemnify and hold Intech Computer Solutions, Inc. and its subsidiaries, affiliates, officers, agents, co branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you email, receive, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the SA, or your violation of any rights of another.

#### **8. No Resale of Service**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

#### **9. General Practices Regarding Use and Storage**

You acknowledge that Intech Computer Solutions, Inc. may establish general practices and limits concerning use of the Service, including without limitation the maximum number email messages that may be sent from or received by an account on the Service and the maximum size of any email message that may be sent from or received by an account on the Service. You agree that Intech Computer Solutions, Inc. has no responsibility or liability for the deletion or failure to transmit any messages and other communications or other Content transmitted by the Service. You acknowledge that Intech Computer Solutions, Inc. reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

#### **10. Termination**

Due to the sensitive and critical nature of maintaining email services to our customers, Intech Computer Solution, Inc.'s policy is to not immediately terminate services for customers over issues regarding nonpayment of account and/or service renewal fees. This grace-period policy is offered solely as a gesture of goodwill to Subscribers in recognition of the fact that circumstances do occur that may delay payment on accounts due. You agree that it is your responsibility to properly notify Intech Computer Solutions, Inc. via email at [billing@intechcomputer.com](mailto:billing@intechcomputer.com) no less than 5 business days prior to your service renewal date should you decide to discontinue your service. Should you fail to properly notify Intech Computer Solutions, Inc. no less than 5 business days prior to your service renewal date of your intent to discontinue services and then utilize Intech Computer Solutions, Inc.'s iNFilter Service in any way for any part of any following monthly subscription period, you agree to pay Intech Computer Solutions, Inc. in full for that month at the then posted monthly subscription rate for the service level subscribed. You agree that Intech Computer Solutions, Inc. in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, if Intech Computer Solutions, Inc. believes that you have violated or acted inconsistently with the letter or spirit of the SA. You agree that any termination of your access to the Service under any provision of this SA may be effected without prior notice, and acknowledge and agree that Intech Computer Solutions, Inc. may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Intech Computer Solutions, Inc. shall not be liable to you or any third-party for any termination of your access to the Service.

#### **11. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT INTECH COMPUTER SOLUTIONS, INC. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF INTECH COMPUTER SOLUTIONS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE



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SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

#### **12. Jurisdiction/Waiver of Jury/ Severability**

The current iNFilter Service Agreement as posted at [www.intechcomputer.com/legal](http://www.intechcomputer.com/legal) shall constitute the entire agreement between you and Intech Computer Solutions, Inc. and governs your use of the Service, superseding any prior agreements between you and Intech Computer Solutions, Inc. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The SA and the relationship between you and Intech Computer Solutions, Inc. shall be governed by the laws of the State of Ohio without regard to its conflict of law provisions. FURTHER, YOU AGREE TO SUBMIT TO THE JURISDICTION AND VENUE OF A COURT OF COMPETENT JURISDICTION LOCATED IN STARK COUNTY, OHIO, AND AGREE TO WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY; BUT INSTEAD, SUBMIT TO A BENCH TRIAL BEFORE A JUDGE OR MAGISTRATE. The failure of Intech Computer Solutions, Inc. to exercise or enforce any right or provision of the SA shall not constitute a waiver of such right or provision. If any provision of the SA is found by a court of competent jurisdiction to be invalid, the offending section shall be severed from the SA without negating the remaining sections of the SA. The Subscriber and Intech Computer Solutions, Inc. further agree that the court should endeavor to give effect to the parties' intentions as reflected in the invalid provision, and the other provisions of the SA remain in full force and effect. You, the Subscriber agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the SA must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### **Acknowledgement**

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**Name, title**

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**Date**