

## **B & F Enterprises, LLC, Terms and Conditions**

### **ACCEPTANCE OF TERMS**

This Agreement contains the complete terms and conditions that apply to your participation in any of our sites. If you wish to use our sites including its tools and services please read these terms of use carefully. By accessing these sites or using any part of the sites or any content or services hereof, you agree to become bound by these terms and conditions. If you do not agree to all the terms and conditions, then you may not access these sites or use the content or any services on our sites.

### **MODIFICATIONS OF TERMS OF USE**

Amendments to this agreement can be made and effected by us from time to time without specific notice to your end. Agreement posted on the Site reflects the latest agreement and you should carefully review the same before you use our site.

### **USE OF THE SITE**

The Site allows you to post offers, sell, advertise, bid and shop online. However, you are prohibited to do the following acts, to wit: (a) use our sites, including its services and or tools if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our sites, services, or tools (b) posting of an item in inappropriate category or areas on our sites and services; (c) collecting information about users' personal information; (d) maneuvering the price of any item or interfere with other users' listings; (f) post false, inaccurate, misleading, defamatory, or libelous content; (g) take any action that may damage the rating system.

### **REGISTRATION INFORMATION**

For you to complete the sign-up process in our site, you must provide your full legal name, current address, a valid email address, member name and any other information needed in order to complete the signup process. You must qualify that you are 18 years or older and must be responsible for keeping your password secure and be responsible for all activities and contents that are uploaded under your account. You must not transmit any worms or viruses or

any code of a destructive nature. Any information provided by you or gathered by the site or third parties during any visit to the site shall be subject to the terms of B & F Enterprises, LLC, Privacy Policy.

#### **PROHIBITION AGAINST ANTI-CHRISTIAN CONTENT**

We do not host, support or promote any ministry, business, or service that contradicts this. If we find your site contradicts this, the account will be removed from our servers without notice and without refund, no exceptions.

You agree that your site will not have anything on it that contradicts that:

- The Bible is the only authoritative Word of God.
- The only means of being cleansed from sin is through repentance and faith in the precious blood of Jesus Christ, which is essential for personal salvation (and not through our works).
- Jesus is the One and only way to eternal life. There is nothing anyone can do to gain favor from God. It is by grace you have been saved thru faith (Eph2).
- Jesus suffered, was crucified, died and rose from the dead on the third day, was seen by many, ascended to heaven and will return again for His church.

#### **PROHIBITION OF ADULT CONTENT**

Subscribers of B & F Enterprises, LLC, services are prohibited from storing or posting adult content, or links to adult content, through the subscribed service. All material of pornographic nature is considered adult content.

#### **PROHIBITION OF OFFENSIVE BEHAVIOR**

Racist, intolerant, "hate", defamatory, "stalking", invitations to fight, threatening or any communication of any nature that we decide, in our sole discretion, as being improper, will result in service termination without prior notice.

## INTELLECTUAL PROPERTY PROVISION

Subscribers of B & F Enterprises, LLC's services are prohibited from storing or posting content or links to content that infringe, or otherwise violate the intellectual property rights of third parties (e.g. trademark, patent or copyright infringements).

All content provided within or via this site is protected by US and international copyright laws, patent laws, trademark regulations and laws, and various intellectual property laws and international treaties and agreements. No intellectual property of any nature contained within or via this Site may be copied, published, reverse engineered, decompiled, exchanged, traded, or broadcast in any way without the written permission of the content owner.

## "FAIR-USE" RESOURCE ASSIGNMENT

B & F Enterprises, LLC, offers commercially reasonable high-limit or unlimited amounts of disk space and/or other resources, such as bandwidth transfer, number of email accounts or FTP accounts. File quota limits are enforced to ensure system operating integrity and reliability and are limited to 100,000 files on Windows plans and 300,000 files on Linux plans. **The intention of B & F Enterprises, LLC is to provide ample resources for customer convenience, so that customers needn't worry about exceeding limits.**

It is acknowledged by users of B & F Enterprises, LLC services that these resource allotments are optimized and dedicated towards serving web documents and self-need email / FTP services and is not to be used as offsite storage area for electronic files, or as a provisioning service for third party email or FTP hosts. All downloadable files or files stored on the server must be available for download via a HTML document stored on the Internet in a publicly or privately accessible area, and must be directly related to the general nature of the website index. Illegal content such as pirated software, music or other media are strictly prohibited and are not allowed on B & F Enterprises, LLC servers.

It is also acknowledged by users of B & F Enterprises, LLC services that these resources are limited by physical restraints of technology as well as by reasonable limits of a shared resource environment. Users must realize that server technology limits the amount of available resources for use, including but not limited to disk drive space, CPU processing power, memory and access speed. B & F Enterprises, LLC takes measures to utilize the latest and most economically feasible mass server market technology available to provide services. It is furthermore acknowledged by users of B & F Enterprises, LLC services that all provided services are of a shared-server nature, and other users are sharing the provided space. Customer accounts are placed on a server

with up to hundreds of other users. B & F Enterprises, LLC, along with many other hosting providers use this business model in order to offer web hosting services en masse at inexpensive and affordable rates.

It is acknowledged that any single account is entitled to utilize the server resources, within reason, up to what is allotted or by what is physically available. If resources become scarce, B & F Enterprises, LLC reserves the right to limit users of the affected machine to a lower limit to preserve the effectiveness of the service for all users. If a particular user is in extreme excess of what the average users of the machine have in use (actually used) of their resource allotments, that customer may be asked to remove content, cut resource usage, or relocate to a dedicated service provider. This policy only applies to web sites that are considered to be abusive in service, disk space or resource consumption and where it is evident that the "fair-use" of resources among customers has been breached, particularly in regards to disk space, bandwidth or CPU processing power utilization. Additionally, web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the sole discretion of B & F Enterprises, LLC. If a "Fair-Use" breach occurs, which is determined solely by B & F Enterprises, LLC, subscriber may have to remove files from or reduce access to subscriber's account to an extent as determined by B & F Enterprises, LLC, in order to restore full serviceability to other subscribers affected by the breach. In any case, the subscriber will be notified of any actions that B & F Enterprises, LLC may have to take.

#### **SPAM AND UNSOLICITED COMMERCIAL EMAIL (UCE)**

**B & F Enterprises LLC takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM through our network and services.** Customers of B & F Enterprises, LLC may not use, or permit others to use, our network to partake in UCE distribution. Customers of B & F Enterprises, LLC may not host or permit hosting of sites or information that is advertised by UCE from other networks.

Upon notification of an alleged violation of our SPAM policy, B & F Enterprises, LLC will initiate an immediate investigation. During the investigation, B & F Enterprises, LLC may restrict customer access to the network to prevent further violations. Subscriber will thereafter be advised of the situation. If a subscriber is found to be in violation of this TOS, B & F Enterprises, LLC may, at its sole discretion, unilaterally restrict, suspend or terminate the violating customer's account. Further, B & F Enterprises, LLC reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. B & F Enterprises, LLC will notify law enforcement officials if the violation is believed to be a criminal offense.

## PROHIBITION SCRIPTS AND APPLICATIONS

B & F Enterprises, LLC strictly prohibits the use of certain scripts such as IRC, Proxy, SSH, Telnet, or any other script which may overwhelm server resources due to the inherent nature of the script itself or by defect in the coding of the script. If a user script is found to be in violation of this clause, or is found to be overwhelming system resources, the user may be requested to remove the script, or in cases of system resource abuse, it may be removed without prior warning and/or the user account may be suspended for further review.

## USER SUBMISSIONS

*With Respect to User Submissions.* You acknowledge and agree that:

1. Your User Submissions are entirely voluntary.
2. Your User Submissions do not establish a confidential relationship or obligate B & F Enterprises, LLC to treat your User Submissions as confidential or secret.
3. B & F Enterprises, LLC has no obligation, either expressed or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.

## LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by B & F Enterprises, LLC. B & F Enterprises, LLC assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, B & F Enterprises, LLC does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release B & F Enterprises, LLC from any and all liability arising from your use of any third-party website. Accordingly, B & F Enterprises, LLC encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

## TERMINATION

This Agreement will remain in full force and effect while you use the Website. You may terminate your membership at any time for any reason by contacting us at [termination@bfewebsolutions.net](mailto:termination@bfewebsolutions.net). We may terminate your membership for any reason at any time. If you are using a paid version of the Service and we terminate your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. Even after your membership is terminated, certain sections of this Agreement will remain in effect.

## LINKS & FRAMINGS

Illegal and/or unauthorized uses of the Services, including unauthorized framing of or linking to the Sites will be investigated, and appropriate legal action may be taken. Some links, however, are welcome to the site and you are allowed to establish hyperlink to appropriate parts within the site provided that: (i) you post your link only within the forum, chat or message board section; (ii) you do not remove or obscure any advertisements, copyright notices or other notices placed at the site; (iii) the link does not state or imply any sponsorship or endorsement of your site and (iv) you immediately stop providing any links to the site on written notice from us. However, you must check the copyright notice on the homepage to which you wish to link to make sure that one of our content providers does not have its own policies regarding direct links to their content on our sites.

## WARRANTY DISCLAIMER AND EXCLUSIONS / LIMITATIONS OF LIABILITY

We make no expressed or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. We may change, restrict access to, suspend or discontinued the site or any part of it at anytime. The information, content and services on the site are provided on an "as is" basis. When you use the site and or participate therein, you understand and agree that you participate at your own risk.

## **INTELLECTUAL PROPERTY RIGHTS**

You hereby acknowledge that all rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the site, and that You will not acquire any right, title, or interest in or to the site except as expressly set forth in this Agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary information related thereto.

## **CONFIDENTIALITY**

You agree not to disclose information you obtain from us and or from our clients, advertisers, suppliers and forum members. All information submitted to by an end-user customer pursuant to a Program is proprietary information of B & F Enterprises, LLC. Such customer information is confidential and may not be disclosed. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

## **NON-ASSIGNMENT OF RIGHTS**

Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any person at any time without notice.

## **WAIVER**

Failure of the B & F Enterprises, LLC to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that we may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect.

## ENTIRE AGREEMENT

This Agreement shall be governed by and construed in accordance with the substantive laws of Alabama, without any reference to conflict-of-laws principles. The Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the contents and materials provided by or through the Site, and the subject matter of this Agreement.

## CHOICE OF LAW; JURISDICTION; FORUM

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of Alabama, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence.

## COMMENTS ABOUT THESE TERMS AND CONDITIONS

Contact: [policy@bfewebsolutions.net](mailto:policy@bfewebsolutions.net)

\* B & F Enterprises, LLC  
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