



SkinnyOffice: Acceptable Use Policy

SkinnyOffice Acceptable Use Policy

Please read the following information carefully before using TierFive services (collectively “TierFive”, “SkinnyOffice”, “Service Provider” “us”, “we”, “our”). Violation of the Acceptable Use Policy is a violation of Services agreement and could be cause for the termination of Your Contract.

All users of the System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. TIERFIVE INC. does not actively monitor the use of the internet under normal circumstances. Similarly, we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the internet. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject TIERFIVE INC. to liability or may violate this AUP. TIERFIVE INC. may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the WorkSpace system.

1. The following constitute examples of violations of this AUP.

You agree to not use WorkSpace to:

- a. Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- b. Harm, or attempt to harm, minors in any way;
- c. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through TierFive's Network;
- d. Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- e. Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- f. Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
- g. Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; \
- h. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- i. Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- j. "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
- k. Resell Workspace without TIERFIVE INC. 's authorization;
- l. Use your Workspace Desktop for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that TIERFIVE INC. may disclose your communications and activities using SkinnyOffice Workspace System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

2. **Termination**

You agree that TIERFIVE INC. may terminate this Agreement and cancel your access to the SkinnyOffice WorkSpace at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using SkinnyOffice WorkSpace to perform any illegal activity. You further agree that in the event of termination for any reason, TIERFIVE INC. will have no liability to you.

3. **Modifications**

TIERFIVE INC. may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time. Updated to the AUP will be posted on SkinnyOffice's website, you agree to periodically check for updated to the agreement posted. Such modifications shall be binding and effective upon signing the Master Services agreement and continuing to use SkinnyOffice Workspace you agree to all such modifications.

4. **Indemnification**

You shall defend, indemnify and hold TIERFIVE INC. and its affiliates and their respective officers, directors, stockholders, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the WorkSpace system, and all other TierFive Networks and Systems, or any breach of this Agreement.

5. No Warranty

THE SKINNYOFFICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TIERFIVE INC. DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TIERFIVE INC. MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH TIERFIVE INC. OR THE INTERNET GENERALLY. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN NETWORK COMMUNICATIONS AND TECHNOLOGY AND TIERFIVE INC. DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY TIERFIVE INC. OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

6. Limitation of Liability

TIERFIVE INC. , ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SKINNYOFFICE WORKSPACE SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

About SkinnyOffice:

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About:

SkinnyOffice provides enterprise class IT solutions at a price Small Businesses can afford and budget. We have tailored our solutions specifically to help small business owners overcome the struggles that often come with affording modern IT solutions and the staffing needed to keep pace with your competitors. We provide, manage, and support everything your growing business needs to remain secure and productive. Whether we are serving as your Virtual CIO and IT Department or supplementing your existing IT team; we are committed to your success.

SkinnyOffice is a TierFive Solution



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