Terms of Service

By using the 3rabbitz.com web site ("Service"), all services of 3Rabbitz, Inc("3Rabbitz"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

3Rabbitz reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: http://www.3rabbitz.com/r/home/terms_of_service

Violation of any of the terms below will result in the termination of your Account. While 3Rabbitz prohibits such conduct and Content on the Service, you understand and agree that 3Rabbitz cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

1 Account Terms

- 1. You must be 13 years or older to use this Service.
- 2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

- 3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- 4. Your login may only be used by one person a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like.
- 5. You are responsible for maintaining the security of your account and password. 3Rabbitz cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- 6. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
- 7. If you are using a free account you are not permitted to block ads.
- 8. One person or legal entity may not maintain more than one free account.
- 9. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

2 Cancellation and Termination

3Rabbitz, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other 3Rabbitz service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. 3Rabbitz reserves the right to refuse service to anyone for any reason at any time.

3 Modifications to the Service and Prices

- 3Rabbitz reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
- 2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the 3Rabbitz Site (basecamp.com) or the Service itself.
- 3. 3Rabbitz shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

4 Copyright and Content Ownership

- 1. All content posted on the Service is must comply with U.S. copyright law.
- 2. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by setting your pages to be shared publicly, you agree to allow others to view and share your Content.
- 3. 3Rabbitz does not pre-screen Content, but 3Rabbitz and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

5 General Conditions

- 1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
- 2. Technical support is only provided to paying account holders and is only available via email.
- 3. You understand that 3Rabbitz uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- 4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, 3Rabbitz, or any other 3Rabbitz service.
- 5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by 3Rabbitz.
- 6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- 7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any 3Rabbitz customer, employee, member, or officer will result in immediate account termination.
- 8. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 9. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
- 10. You must not transmit any worms or viruses or any code of a destructive nature.
- 11. If your bandwidth usage exceeds 300 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by 3Rabbitz) of other 3Rabbitz customers, we reserve the right to immediately disable your account or throttle

- your file hosting until you can reduce your bandwidth consumption.
- 12. 3Rabbitz does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
- 13. You expressly understand and agree that 3Rabbitz 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 3Rabbitz has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the 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; (v) or any other matter relating to the service.
- The failure of 3Rabbitz to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and 3Rabbitz and govern your use of the Service, superceding any prior agreements between you and 3Rabbitz (including, but not limited to, any prior versions of the Terms of Service).

6 QUESTIONS

Any questions about this Terms of Service should be addressed to support@3rabbitz.com