

Fair Shake Member Agreement

To open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the Registration Form. You then will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Fairshake.net immediately of any unauthorized use of your account or any other breach of security.

Fairshake.net will not monitor, edit, or disclose any personal information about you or your use of the Service, including its contents, without your prior permission unless such action is necessary to:

- Conform to legal requirements or comply with legal process.
- Protect and defend the rights or property of Fairshake.net.
- Enforce the Terms of Service.
- Act to protect the interests of its members or others.

You agree that Fairshake.net may access your account, including its contents, as stated above or to respond to service or technical issues.

Storage:

The amount of email storage space per member is limited to the selected email package storage which varies between 15 Megabytes to 2048 Megabytes. Some email messages may not be processed due to space constraints. You agree that Fairshake.net, once exceeding your storage quota, is not responsible for the deletion or failure to store messages or other information.

Fairshake.net prohibits the use of the allocated space primarily for the storage of certain file types such as video, music, software and games.

Spam:

Spam refers to unsolicited commercial or personal email. It pollutes the Internet with many copies of the same message, forcing it on people who have not requested the information it contains. Spam ties up the Internet's valuable resources by forcing the resources to process very large volumes of non-requested mail.

Using Fairshake.net mail service for the purposes of spamming is expressly forbidden:

- Spamming will not be tolerated.
- An account used for spamming will be terminated immediately.
- We will notify the ISP or access provider of any spamming activity by an individual, and prompt them for action against that person.
- Using the service in any way for spamming purposes, whether directly or indirectly, will expose an individual to legal action.
- Forging email headers is illegal and will result in legal action.

Fairshake.net will immediately terminate any account that it believes, in its sole discretion, is transmitting or is otherwise connected with any Spam or other unsolicited bulk email.



Pornography:

Sexually explicit pictures, writing, or other material whose primary purpose is to cause sexual arousal.

- 1) Fairshake.net does NOT allow the sending or receiving of emails with pornographic contents.
- 2) Fairshake.net is applying advanced technologies in filtering pornographic emails either they came from mailing lists or pornographic websites.
- 3) Fairshake.net reserve the right to terminate any account that it's username contains pornographic descriptions. (i.e.: sex@Fairshake.net)

Member Conduct:

You are solely responsible for the contents of your transmissions through the Service. Your use of the Service is subject to all applicable local, state, national and international laws and regulations.

Therefore, you agree:

- To comply with all applicable laws regarding the transmission of technical data exported through the Service.
- That you shall not use the Service for illegal purposes.
- That you shall not interfere or disrupt networks connected to the Service.
- That you shall comply with all regulations, policies and procedures of networks connected to the Service.

The Service makes use of the Internet to send and receive certain messages; therefore, your conduct is subject to Internet regulations, policies and procedures. The following are considered to be unacceptable practices if carried out by any subscriber:

- Using the auto-responder, vacation reply, forwarding or POP retrieval features with other Web-based mail providers that have the same options, to prevent the creation of 'infinite mail loops'.
- Providing false data on the registration forms and surveys, including the fraudulent use of credit cards.
- Using the service in connection with chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Harvesting or otherwise collecting information about others, including email addresses, without their consent.
- Creating a false identity or forging an email address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of the message.
- Transmitting through the service unlawful, harassing, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.
- Transmitting any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity.
- Transmitting any material that contains viruses, Trojan horses, worms, time bombs or any other harmful or deleterious programs.
- Interfering with or disrupting networks connected to the service or violating the regulations, policies or procedures of such networks.
- Attempting to gain unauthorized access to the service, other accounts, computer systems or networks connected to the service, through password mining or any other means.
- Interfering with another member's use and enjoyment of the service or another entity's use and enjoyment of similar services.



If a Member's conduct is found to be inconsistent with the intent of this agreement, Fairshake.net retains the right, at its sole discretion, to determine whether or not a Member's conduct is consistent with the letter and spirit of the Terms and Conditions of this service. Fairshake.net may terminate Service if a Member's conduct is found to be inconsistent with the intent of this agreement.

Proprietary Rights to Content:

Members acknowledge that content, including but not limited to text, photographs, video, graphics, software, music, sound, or other material contained in either sponsor advertisements or emails presented to Member by Fairshake.net or its advertisers (collectively referred to as "Content"), is protected under the laws of copyright, trademark, patent, unfair competition or other applicable laws. Therefore, you are only permitted to use this Content as expressly authorized by Fairshake.net or the advertisers associated with the Fairshake.net service. Members may not copy, reproduce, distribute, or create derivative works from this Content without the express written authorization to do so by Fairshake.net or the advertiser.

By agreeing to these Terms and Conditions you certify that all information you supply to this service is true and correct to the best of your knowledge.