



# TERMS OF USE

The Products and Services are operated by MyBusybee, Inc. and therefore this Agreement is between the subscriber ("You") and MyBusybee, Inc. [www.mybusybee.net](http://www.mybusybee.net) is a website owned by MyBusybee, Inc. Wherever the term "BUSYBEE" is used in this document, it represents the company MyBusybee, Inc. and the products and services provided through [www.mybusybee.net](http://www.mybusybee.net).

MyBusybee, Inc. reserves the right, in its sole discretion, to modify or change this Terms of Use at any time with or without prior notice to You. You should contact customer support or visit MyBusybee, Inc. website to review the current Terms of Use on a regular basis. The date of the last update will be posted at the top of this Terms of Use for Your convenience. Your continued use of the POWERBLAST following the posting of any changes to the Terms of Use constitutes Your full acceptance of those changes. If You have any questions, concerns, or comments about this Terms of Use, You may contact customer support.

MyBusybee, Inc. provides individuals, businesses and organizations with a state-of-the-art solution for managing/organizing SMS. MyBusybee, Inc. POWERBLAST may NOT be used for sending of unsolicited messages (sometimes called "spam"). See our Anti-SPAM Policy.

## Anti-SPAM Policy

MyBusybee, Inc. has a no tolerance spam policy. MyBusybee, Inc. customer support actively monitors reports from NTC or consumers who have received spam text using our POWERBLAST. Any customer found to be using MyBusybee, Inc. POWERBLAST for spam will be immediately cut-off from use of the POWERBLAST. If You know of or suspect any violators, please notify customer support immediately.

- **What is Spam** - Spam is defined as any unsolicited message also known as UCS (Unsolicited Commercial SMS) sent to a Recipient without the Recipient's express prior consent or permission. As such, you are not permitted to send messages to acquired or purchased third party contact lists, or to Recipients who have made clear that they do not wish to receive messages from you. You shall inform all Recipients of the right to 'opt out' or unsubscribe from your messages, with instructions on how to do so.
- **What constitutes a pre-existing business relationship (a required condition for permission-based messaging) and a consent** - The recipient of Your message has made a purchase, requested information, responded to a questionnaire or a survey, had offline contact or simply opted in to receive message from You.
- **Guidelines** - You commit that (a) there is a prior affirmative consent from the recipient; or (b) the following conditions are present: i. the commercial electronic communication contains a simple, valid, and reliable way for the recipient to reject receipt of further commercial electronic messages (opt-out) from the same source; ii. the commercial electronic communication does not purposely disguise the source of the electronic message; and iii. the commercial electronic communication does not purposely include misleading information in any part of the message in order to include the recipients to read the message.

## Warranty Disclaimer

You acknowledge and agree that your use of BUSYBEE, MyBusybee, Inc.'s website and other MyBusybee, Inc. products and services is at your sole risk and that the products and services are provided 'as is' and with no warranties of any kind. MyBusybee, Inc., including its directors, employees, officers, agents, affiliates and partners, to the maximum extent permitted by law, disclaims any and all representations and warranties, whether express or implied, including, but not limited to the accuracy of information, or the quality, performance, non-infringement, merchantability or fitness for use for a particular purpose, nor any warranty as to the results that may be obtained by using the POWERBLAST/services. Furthermore, MyBusybee, Inc. does not give any warranty that the POWERBLAST/services and/or site will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free, nor does MyBusybee, Inc. warrant any connection to or transmission from the internet.

**Limited Liability.** Under no circumstances, including negligence, shall you hold MyBusybee, Inc. including its directors, employees, officers affiliates and partners liable for any losses of profits, loss of business or goodwill, loss of data or use of data, interruption of business, nor for direct, special, incidental or consequential damages of any kind however caused under or arising out of this Agreement or your use or inability to use BUSYBEE.

Notwithstanding the above clause, the entire liability of MyBusybee, Inc. to you for all damages, losses, and causes of action whether in contract, tort or otherwise, with respect to the use of the Products, Services and Website, shall not exceed one month's average amount actually paid by you for access to and the use of BUSYBEE..

Furthermore, You agree that You shall be liable for all consequences, costs and/or penalties, arising out of Your use or misuse of the POWERBLAST/Service or infringement of any intellectual property rights or other rights of any person or entity, or breach of any of Your representations, acknowledgements and warranties or other terms herein, whether intentional or not. Furthermore You agree to hold MyBusybee, Inc. its employees, officers, affiliates and partners, harmless from any claim, demand or suit, whether in civil or in criminal law, including without limitation reasonable legal fees, made by the Recipient or any third party due to any such breach.

## Acknowledgements

**Subject in each case to the terms listed in the remainder of this Agreement, You hereby acknowledge and agree that:**

### BUSYBEE POWERBLAST (Sending via GSM)

- The POWERBLAST may only be used for lawful purposes.
- You acknowledge and accept below Plans and its corresponding fees.

#### 3 Plans

- The POWERBLAST will be subject to recurring charges depending on the plans You have chosen. Once You have paid the Processing Fee and the corresponding fee for the plan, You will receive Activation key via email/chat.
- The Processing Fee is PHP 1,000 Pesos per BUSYBEE POWERBLAST account. This is a one-time payment but non-refundable.
- The Packages (PLANS) are as follows:

#### REGULAR PLANS:

▪ Basic	-	PHP 1,000 monthly
▪ Professional	-	PHP 2,000 monthly
▪ Advance	-	PHP 3,000 monthly
▪ Enterprise	-	PHP 5,000 monthly

#### YEARLY PLANS

▪ Basic	-	PHP 6,000 yearly
▪ Professional	-	PHP 12,000 yearly
▪ Advance	-	PHP 18,000 yearly
▪ Enterprise	-	PHP 30,000 yearly

#### LIFETIME PLANS

▪ Basic	-	PHP 60,000
▪ Professional	-	PHP 80,000
▪ Advance	-	PHP 100,000
▪ Enterprise	-	PHP 140,000

- You agree to pay the recurring fees based on the Plan that You have chosen as indicated above, otherwise, MyBusybee, Inc. has the right to terminate the POWERBLAST immediately at its sole discretion without notice.
- You agree that it will be Your obligation to send to MyBusybee, Inc. the Serial numbers of Your POWERBLAST to generate the Activation Keys.
- Payments via PayPal/Credit Card or Bank Deposit may be subject to payment charges. These shall be paid by You.
- All payments are handled directly through our Payment Provider, PayPal. If you believe that our Payment Provider has charged you in error, you must contact PayPal directly. You should also inform MyBusybee, Inc. immediately so that we can assist in resolving the matter.

- You agree to import, access or otherwise use only lists for which all listed parties have consented to receive correspondence from You ("Permission Based Lists") in connection with Your use of the POWERBLAST. You hereby covenant that You shall not use any other lists in connection with Your use of the POWERBLAST.
- You acknowledge and agree that not all messages sent via MyBusybee, Inc. POWERBLAST will be received by their intended recipients.
- You commit that (a) there is a prior affirmative consent from the recipient; or (b) the following conditions are present: i. the commercial electronic communication contains a simple, valid, and reliable way for the recipient to reject receipt of further commercial electronic messages (opt-out) from the same source; ii. the commercial electronic communication does not purposely disguise the source of the electronic message; and iii. the commercial electronic communication does not purposely include misleading information in any part of the message in order to include the recipients to read the message.
- You will comply with the restrictions on the content of the messages and the activities using the POWERBLAST as set forth in this Agreement.
- You agree to receive E-News, Newsletters, Announcements, Updates, Product Promotions, and any related matters in any forms of communications from MyBusybee, Inc.
- MyBusybee, Inc. agrees to hold any Confidential Information disclosed to it in confidence, to cause its employees, agents or other third parties to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information. MyBusybee, Inc. shall not disclose Confidential Information to others or use it for other purposes.

- MyBusybee, Inc., at its own discretion and at anytime, may immediately disable Your access to the POWERBLAST without refund if MyBusybee, Inc. believes in its sole discretion that You have violated any of the policies listed above or anywhere else in this Agreement.
- If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- MyBusybee, Inc. and You agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.
- No agency, partnership, joint venture, or employment is created as a result of the Agreement, and You do not have any authority of any kind to bind MyBusybee, Inc. in any respect whatsoever.
- In any action or proceeding to enforce rights under the Agreement, MyBusybee, Inc. will be entitled to recover its costs and attorneys' fees.
- The Agreement shall be governed by the laws of the state where MyBusybee, Inc. has located its principal place of business without regard to its choice of law or conflict of laws provisions. All legal actions in connection with the Agreement shall be brought in the country or courts located nearest to where MyBusybee, Inc. is headquartered.

#### One Time Activation Policy

You agree to follow MyBusybee, Inc's ONE TIME ACTIVATION KEY Policy wherein generation of Activation Keys of a Serial Number is done ONCE ONLY. If there is POWERBLAST's issue, You must immediately seek MyBusybee, Inc's customer support. You must not uninstall the POWERBLAST at any time. You further agree that Activation Keys are NON TRANSFERABLE wherein Activation Keys cannot be transferred from one PC to another.

#### Lawful Use

It is Your responsibility to ensure that You are legally allowed to use bulk SMS messaging POWERBLAST/service where You are located, and that You use the BUSYBEE products and services in accordance with the laws of where You are located.

#### Message Content

You bear full responsibility for the message content including the Sender ID – if applicable (which indicates on the Recipient's mobile device who the message is from) submitted via Your BUSYBEE account. You agree that the message content You send will not be illegal, malicious, misleading or pornographic (or otherwise perceived as Adult Entertainment), and shall not promote hatred, violence or terrorism, infringe any third party intellectual property, copyright trade mark or privacy, extract personally identifiable information or make false promises, or contain any viruses or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. In addition to the aforementioned content restrictions, You are strictly prohibited from using a Sender ID, which intentionally impersonates a third party without prior permission from that third party, or misrepresents Yourself in any way to the Recipient.

#### Indemnification

You hereby agree to defend, indemnify and hold harmless MyBusybee, Inc. and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that (i) arises from any alleged breach of this Agreement, (ii) arises from the content or effects of any messages You distribute using the Products or (iii) otherwise arises from or relates to Your use of the POWERBLAST/service. In addition, You acknowledge and agree that MyBusybee, Inc. has the right to seek damages when You use the POWERBLAST for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages.

#### Termination

**You may terminate this Agreement at any time by notifying Customer Support.** There are no refunds for any fees paid. MyBusybee, Inc. may terminate this Agreement or the POWERBLAST, disable Your account or put Your account on inactive status, in each case at any time with or without cause, and with or without notice. MyBusybee, Inc. shall have no liability to You or any third party because of such termination or action. MyBusybee, Inc. may delete any of Your archived data within 30 days after the date of termination. If Your account is classified (at MyBusybee, Inc. sole discretion) as inactive for over 60 days, MyBusybee, Inc. has the right to permanently delete all of Your account data.

#### Prohibited Content

**MyBusybee, Inc. prohibits the use of the POWERBLAST by any business, person, or entity that:**

- Provides, sells, offers, or promotes deceptive contents such as winning in lottery or contests, fraudulent schemes, etc. to solicit load, money or any economic value from the public.
- Provides, sells or offers to sell any of the following products or content (or services related to the same): pornography or illicitly pornographic sexual products, including but not limited to magazines, video and POWERBLAST; escort services; illegal goods; illegal drugs; illegal drug contraband; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons.
- Displays or markets material that exploits children, or otherwise exploits children under 18 years of age.
- Provides, sells or offers products, services or content frequently associated with unsolicited commercial email, a.k.a. spam, such as online and direct pharmaceutical sales, including but not limited to health and sexual well-being products, work at home businesses, credit or finance management, including but not limited to credit repair and debt relief offerings and stock and trading tips, and mortgage finance offers, DJ/nightclub, event/club promotions/party lists, and odds making and betting/gambling services, including but not limited to poker, casino games, horse and dog racing and college and pro sporting events.
- Provides material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content.
- Posts or discloses any personally identifying information or private information about children without their consent (or their parents consent in the case of a minor).
- Sells or promotes any products or services that are unlawful in the location at which the content is posted or received.
- Introduces viruses, worms, harmful code and/or Trojan horses on the Internet.
- Promotes, solicits or participates in pyramid schemes or multi-level channel and/or network marketing (MLM) businesses, including but not limited to personal work-at-home offers promoting "get rich quick", "build Your wealth" and "financial independence" offerings.
- Engages in any libelous, defamatory, scandalous, threatening, harassing activity.
- Posts any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.
- Provides content, including images, of authors, artists, photographers or others without the express written consent of the content owner.

#### Modification of Terms

MyBusybee, Inc. may, at its sole discretion, amend, modify, add, remove or altogether change the terms and conditions of this Agreement. MyBusybee, Inc. shall notify You via email of any changes. Upon log in to MyBusybee, Inc website and seeing email with the amended TOU of this Agreement, You are deemed to have agreed to the updated terms.

#### Violation of License

You agree not to alter, change, or modify the Activation of your BUSYBEE license. Changing, modifying, editing, adjusting, back tracking and resetting of date and time of Your computer, will be construed as CHEATING. If You violate this provision, MyBusybee, Inc. will automatically cease the use of BUSYBEE as well as terminate this contract with NO REFUND.