



# Internet / Telephone Service Form



Please submit ALL forms via E-mail to: [orders@bigredpin.com](mailto:orders@bigredpin.com) or Fax: 1-888-247-3471  
 Questions about pricing or for technical support inquiries: 732-993-9765

## Internet – Wireless User

		Rate	How Do I Get It?
4400	On-Site/On Demand Internet 1 IP address/1 device	<b>\$49.99</b> Per Day / Per Device <b>Please do not submit this service form if you would like to purchase this service. This can be purchased while on-site. See instructions to the right</b>	<ol style="list-style-type: none"> <li>1. Turn on your Wi-Fi enabled device and select the Engage Access network from the available Wi-Fi Networks. Wait until you see <b>CONNECTED</b> next to the Engage Access network name.</li> <li>2. Open a web browser (Internet Explorer, Chrome, Firefox, etc.) and attempt to go to a website. You should then be automatically redirected to the sign up page. Some devices may automatically redirect you to the sign up page.</li> <li>3. Fill out <b>ALL</b> required information. Please make sure all information is filled out correctly before clicking <b>SIGN UP</b>.</li> <li>4. You will have 10 minutes to open a browser and go to the inbox of the provided email. The email will have a link that you must click on to complete the ordering process. <b>If you need to purchase for another device, use the additional device to begin the sign up process.</b> Wi-Fi purchases are not transferable between devices.</li> </ol>

**Any orders placed within 14 days of the start of the show will be subject to a 20% late fee**

## Internet – Network Services

	Quantity	Rate	Total \$
<b>Wireless - Engineering Charges are additional and will be calculated after your order is submitted</b>			
4302	Wireless Blanket - Entire Facility / Unlimited Users	Call for Pricing	
4302	Wi-Fi Micro Network - For 3 or more devices / Engineering charges will apply	Call for Pricing	
4305	Wi-Fi Sponsorship	Call for Pricing	
<b>Wired – Installation charges are additional and will be calculated after your order is submitted</b>			
4301	Standard - 1 Private DHCP IP, 1 IP Address / 1 Device	\$625	
4307	• Additional Private IP Address / Device	\$150	
4308	Advanced - 1 Static Public IP Address / 1 Device – Router Enabled	\$2250	
4309	• Additional Static Public IP Address / Device	\$450	
4313	Point-to-Point	\$350	
<b>Equipment</b>			
4001	Switch / Hub Rental (8 Port) – Does not include internet connectivity	\$150	
4001	Switch / Hub Rental (24 Port) – Does not include internet connectivity	\$300	
4001	Patch Cable (up to 50') – Cat 5e	\$50	
<b>Engineering</b>			
4306	Bandwidth – Speed over 10 Mbps	\$175 Per Mbps	
4201	Special Engineering / VPN	\$135 Per Hour	
4311	Installation / On-Site Support	\$135 Per Hour	
4312	Network Buyout	Call for Pricing	
<b>Telephone – Installation Charges for 4310 are additional and will be calculated after your order is submitted</b>			
4303	Dial Tone + VoIP Phone Rental/Local & Long Distance Only - Installation included	\$350	
4310	Analog Connectivity - Credit card machine, fax machine – Device not included	\$150	

**Tax (7%)**

**Total**

Show Name:	Show Dates: / / to / /		
Company Name:	Cardholder Name:		
Billing Address:	City:	State:	Zip Code:
Phone:	Fax:	Booth Number:	
E-Mail Address:			
Card Type:	VISA _____	MASTERCARD _____	AMERICAN EXPRESS _____ DISCOVER _____
Card Number:	Expiration Date:		CVVS/Code:
Same As Above: _____			
Company Mailing Address:	City:	State:	Zip Code:
Authorized Name (PRINT):	Authorized Signature: _____		

By signing above, I agree to the amount listed above and the terms and conditions.



These Terms of Service & Acceptable Use Policy (the “Terms”) govern your use of Big Red Pin Inc. Internet and Telephone Services (“Service”) and the Big Red Pin Inc. Services network (“Network”). Your use of the Service represents your agreement to these Terms. If you do not agree with these Terms, do not use the Service. By signing the agreement you agree to all terms and conditions of this form.

#### Terms of Service

##### Description of the Service

The Service is provided by Big Red Pin Inc. (“Big Red Pin Inc.”). The Service provides you with access to the Internet via certain Big Red Pin Inc. high-speed Internet via access points and hardlines (“Locations”). No third party infrastructure is permitted on the premises without the expressed consent of Big Red Pin Inc.

- Network Speed is at 10Mbps unless specially provisioned 45 days in advance at additional expense.
- To receive Regular Rate, order must be processed and paid for at least 21 days in advance. A Floor Plan for Network Service(s) must be submitted along with order. Failure to do so could result in possible delay in service and/or materials.
- Only written cancellations will be accepted, and must be received at least 7 days prior to show move in. Cancellations will be assessed a 20% cancellation fee.
- All rented equipment is the financial and personal responsibility of the Customer, and any damages to the equipment will result in additional charges.
- Any labor or requirement of a technician to be on-site will be billed at \$135 per hour.
- Big Red Pin Inc. provides the service of routing the internet and IP assignment; the user is responsible for supply of their own additional cables, connectors, adapters unless, at the Customer’s request, Big Red Pin Inc. also supplies said materials. Connection and functionality of working service to devices is the Customer’s responsibility.
- Private networks, VPN, Static IP’s, custom network requirements, etc., are additional and separate. A minimum of 21 days notice is needed to provision for said items. Failure to do so could result in possible delay in service and/or materials.
- Big Red Pin Inc. provides internet configuration for the overall network; the user is responsible for their own device and equipment configurations. Big Red Pin Inc. will troubleshoot Big Red Pin Inc. installed devices and equipment only.
- You, the Customer, are contracting with Big Red Pin Inc.

##### Charges/Billing/Payment

You agree to pay all charges and fees specified when you ordered the Service, including any taxes, fees, surcharges or other assessments applicable to the Service. You agree that you have reviewed the price associated with the service type that you have selected. All Big Red Pin Inc. charges for the Service are billed in advance. The Service is provided on a day-to-day basis as a 24-hour period from the moment of acceptance of Terms and usage, and is subject to change at any time with no advanced notice. Payment for the Service is due at the time of demand for service. In the event legal action is necessary to collect on balances due, you agree to reimburse Big Red Pin Inc. for all expenses incurred to recover sums due, including attorneys’ fees and other legal expenses. You also agree to pay all current charges for the Service as well as taxes and fees assessed against you or Big Red Pin Inc. on the charges and all late payments, interest, or other fees. Big Red Pin Inc. may modify its billing practices with no advance notice.

##### Service Suspension/Termination/Cancellation

Big Red Pin Inc. respects freedom of expression and believes it is a foundation of a free society to express differing points of view. Big Red Pin Inc. will not terminate, disconnect, or suspend service because of the views you or we express on public policy matters, political issues, or political campaigns. However, Big Red Pin Inc. may immediately terminate or suspend all or a portion of your Service, without notice, for conduct that Big Red Pin Inc. believes (a) violates the Acceptable Use Policy, set forth below; or (b) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws) or a violation of these Terms, or any applicable policies or guidelines. Your termination or suspension by Big Red Pin Inc. of Service also constitutes termination or suspension (as applicable) of your license to use any Software. Big Red Pin Inc. may also terminate or suspend your Service if you provide false or inaccurate information that is required for the provision of Service or is necessary to allow Big Red Pin Inc. to bill you for the Service. If your Service is terminated or suspended you are not entitled to a refund for the Service.

##### Modifications to the Service / Updates to the Terms

Big Red Pin Inc. reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof, including but not limited to rates and charges) with or without notice. You agree that Big Red Pin Inc. will not be liable to you or to any third party for any such modification, suspension, or discontinuance of the Service. Without limiting the foregoing, Big Red Pin Inc. may post, or e-mail, notices of changes in the Service. It is your responsibility to check the website of Big Red Pin Inc. and your e-mail address for any such notices. You agree that Big Red Pin Inc. will not be liable to you or to any third party for any such modification, suspension, or discontinuance of the Service. These Terms may be updated or changed from time to time. The current Terms shall be posted at: [www.bigredpin.com/terms-and-conditions.html](http://www.bigredpin.com/terms-and-conditions.html). Your continued use of the Service following such notice constitutes your acceptance of those changes. If you do not agree to the revisions, you must terminate your Service immediately.

##### Operational Limits of the Service

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that Big Red Pin Inc. will not be liable for such interruptions. You further understand and agree that Big Red Pin Inc. has no control over third party networks or the third party ISP providing the Internet circuit you may access in the course of your use of the Service, and therefore, any delays, any disruptions, and any outages of other network transmissions are beyond the control of Big Red Pin Inc. Big Red Pin Inc. will not be liable for any failure of performance, if such failure is due to any cause beyond Big Red Pin Inc.’s reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays caused by you or your equipment. No refunds will be issued for any delays, any disruptions, and any outages of any other network transmissions for any reason.

## Terms of Service & Acceptable Use Policy

##### Registration/Customer Information/Password Security

All information that you provide to Big Red Pin Inc. must be accurate, including your name, e-mail address, credit or charge card numbers and expiration dates, and any Service payment information (“Registration Data”). You are responsible for keeping such information up-to-date and must provide changes promptly to Big Red Pin Inc. You agree to keep confidential log in information and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your IP address/MAC address associated with your device and account. You agree to immediately notify Big Red Pin Inc. if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your Service or account.

##### Third Party Content Disclaimer/ Links to Third Party Sites

Materials provided by Third Party Providers have not been independently authenticated in whole or in part by Big Red Pin Inc. Big Red Pin Inc. does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by Big Red Pin Inc. This Service may be linked to other websites which are not under the control of and are not maintained by Big Red Pin Inc. Big Red Pin Inc. is not responsible for the content of those sites. Big Red Pin Inc. is providing these links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by Big Red Pin Inc. of those sites.

##### Privacy Policy

By agreeing to the Terms and Conditions set forth, you permit Big Red Pin Inc. to collect your Personal Information. Personal Information is data that can be used to uniquely identify or contact a single person. You may be asked to provide your Personal Information anytime you are in contact with Big Red Pin Inc. services or a Big Red Pin Inc. affiliated company. Big Red Pin Inc. and its affiliates may share this Personal Information with each other and use it consistent with this Privacy Policy. They may also combine it with other information to provide and improve our products, services, content, and advertising. For more information, see: [www.bigredpin.com/privacy-policy.html](http://www.bigredpin.com/privacy-policy.html).

##### General Use Restrictions

Subject to your acceptance of and compliance with these Terms, payment to Big Red Pin Inc. for the Service and compliance with all Big Red Pin Inc. policies identified below, you are hereby granted the right to use the Service through a non-exclusive, non-transferable, and non-assignable limited license. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, transfer, resell, or exploit for any commercial purposes your subscription to or membership in the Service, any portion of the Service, use of the Service, or access to the Service. You have no right to resell, sublicense, assign, or transfer your right to access the Service or use the Big Red Pin Inc. Network. All information, documents, products, and software (the “Materials”) provided with this Service were provided by or to Big Red Pin Inc. Internet Services (Big Red Pin Inc.) by their respective manufacturers, authors, developers, licensees, and vendors (including, without limitation (the “Third Party Providers”) and are the copyrighted work of Big Red Pin Inc. and/or the Third Party Providers. Except as stated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of Big Red Pin Inc. or the Third Party Provider. You also may not, without Big Red Pin Inc. prior express written permission, “mirror” any Material provided with this Service on any other server. Nothing provided with this Service shall be construed as conferring any license under any of Big Red Pin Inc. or any Third Party Provider’s intellectual property rights, whether by estoppels, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses. Any unauthorized use of any Materials provided with or through this Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and the statutes.

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Any software that is made available to download with the Service (the “Software”) is the copyrighted work of Big Red Pin Inc. and/or Third Party Providers. Use of the Software is governed by the terms of the end user license agreement, if any, which companies or is included with the Software (the “License Agreement”). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless the end user first agrees to the terms of the License Agreement. Except as set forth in the applicable License Agreement, any further copying, reproduction, or redistribution of the Software is expressly prohibited.

##### Submissions

Unless otherwise explicitly stated, any Materials provided by you in connection with this Service shall be deemed to be provided on a non-proprietary and non-confidential basis. Big Red Pin Inc. shall have no obligation of any kind with respect to such Materials and shall be free to use or disseminate such Materials on an unrestricted basis for any purpose. You acknowledge that you are responsible for the Materials that you submit, and you, not Big Red Pin Inc., have full responsibility for the Materials, including their legality, reliability, appropriateness, originality and copyright.

##### Disclaimer of Warranties

UNLESS OTHERWISE EXPLICITLY STATED, THE MATERIALS AND THE SERVICE ARE PROVIDED “AS IS”. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. BIG RED PIN INC. MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY OF THE MATERIALS AND/OR SERVICE. ANY QUESTIONS REGARDING THE SERVICES AND/OR MATERIALS SHOULD BE DIRECTED TO THE PROVIDERS OF SUCH MATERIALS. HOWEVER, BIG RED PIN INC. DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON BIG RED PIN INC.’S BEHALF AND YOU MAY NOT RELY ON ANY STATEMENT OF WARRANTY BY A THIRD PARTY AS A WARRANTY OF BIG RED PIN INC.

##### Limitation of Big Red Pin Inc. Liability

BIG RED PIN INC. SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING, OR DOWNLOADING ANY MATERIALS WHILE USING BIG RED PIN INC. SERVICES. MOREOVER, IN NO EVENT SHALL BIG RED PIN INC. BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOST REVENUE, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER FOR BREACH OR IN TORT, EVEN IF BIG RED PIN INC. HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

##### Indemnity

You agree to indemnify and hold harmless Big Red Pin Inc. and its subsidiaries, affiliates, officers, agents, co-branders, licensors, or other partners and employees from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of: (a) content you submit, post, transmit or otherwise make available through the Service; (b) your use of the Service; (c) your violation of these Terms of Service; (d) your violation of the AUP; (e) your violation of any rights of another; and (f) use of your account and any Sub-Account whether or not such usage is expressly authorized by you.

##### Liability of User

YOU MUST MAINTAIN SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE AND/OR MATERIALS AND USE OF SAID SERVICE AND/OR MATERIALS, AND WILL NOT MAKE A CLAIM AGAINST BIG RED PIN INC. FOR LOSS OF DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE SERVICE AND MATERIALS, AND/OR INTERRUPTION OF SERVICES REGARDLESS OF CAUSE. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BIG RED PIN INC. (INCLUDING ITS PARENT AND AFFILIATE COMPANIES, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS) FROM, AND YOU COVENANT NOT TO SUE BIG RED PIN INC. FOR, ANY CLAIMS BASED ON, OR STEMMING FROM, YOUR USE OF THE SERVICE AND MATERIALS.

##### Local Laws; Export Control

Big Red Pin Inc. and/or the applicable Third Party Provider control and operate this Service from its or their headquarters in various locations in the United States of America and makes no representation that these Materials or the Service are appropriate or available for use in other locations. If you use this Service or the Materials from other locations, you are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries.

Unless otherwise explicitly stated, all marketing or promotional materials provided with or through the Materials or the Service are solely directed to individuals, companies, or other entities located in the United States of America. You acknowledge and agree that Materials are subject to the U.S. Export Administration Laws and Regulations. Diversion of such Materials contrary to U.S. law is prohibited. You agree that none of the Materials, nor any direct product there from, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are: Cuba, Iran, Iraq, Libya, North Korea, Syria, and the Sudan. This list is subject to change without further notice from Big Red Pin Inc., and you must comply with the list as it exists in fact. You certify that you are not on the U.S. Department of Commerce’s Denied Persons List or affiliated lists or on the U.S. Department of Treasury’s Specially Designated Nationals List. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

##### U.S. Government Rights

The Materials on this Service are provided with the following restrictions: use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in the FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT II & ALT III) (June 1987), or if DoD, as specified in DFARS 252.7202-1(a) and 252.7202-3(a) and vendor’s applicable license terms, and DFARS 252.227-7013 (Nov 1995) and 252.227-7014(Nov 1995), as applicable. Use of the Materials by the U.S. Government constitutes acknowledgment of Big Red Pin Inc. and/or the Third Party Provider’s proprietary rights in them.

##### General

This Service could include inaccuracies or typographical errors. Any action related to these Terms will be governed by New Jersey law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. These Terms provide basic guidelines for your use of the Service, and will be enforced in conjunction with other Terms of Service or account agreement, if any, that govern Big Red Pin Inc. products or services that you use or that you have purchased. In the event that any provision of these Terms shall be rendered invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of these Terms and these Terms shall continue in full force and effect and be construed as if they did not contain the invalid or unenforceable provision.

##### Infringement of Intellectual Property Rights

You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity), or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through a Big Red Pin Inc. site or Service(s). More information is available about copyright protection practices under the Digital Millennium Copyright Act (DMCA) of 1998.

##### ACCEPTABLE USE POLICY

The Big Red Pin Inc. Acceptable Use Policy is designed to help protect Big Red Pin Inc. assets, the assets of its Customers, and the Internet community, from irresponsible or illegal activities of Big Red Pin Inc. Customers and its Users. These activities may disrupt or degrade Big Red Pin Inc. Services, pose a threat to Big Red Pin Inc.’s assets, expose Big Red Pin Inc. (or other providers of Services) to claims of civil or criminal liability or other legal sanctions. Moreover, because of various conventions used in the industry (including blocking, filtering, and blacklisting) these activities may impair Big Red Pin Inc.’s ability to interconnect with other providers of Service. These activities may relate to the content stored or transmitted by Customers or its Users or to the nature of the transmissions themselves such as sending large numbers of unsolicited messages (Spam). Customers are responsible for avoiding the prohibited activities and strictly following the AUP terms set forth herein.

##### AUP Coverage

The Big Red Pin Inc. Acceptable Use Policy (“AUP”) applies to the services that provide (or include) access to the Internet, services provided over the Internet (collectively “Services”). Customer is responsible for the actions of others who may be using the Service(s) under Customer’s account. It is Customer’s obligation to take whatever measures are necessary to protect access to Customer’s account (e.g., to keep the access password secure). If a Customer or its User(s) violate the AUP, Big Red Pin Inc. may, depending on the nature and severity of the violation, suspend or terminate service, as specified below. Customer may have access through the Big Red Pin Inc. Network(s) and Service(s) to search engines, subscription web services, chat areas, bulletin boards, web pages, USENET, or other services that

promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP.

Big Red Pin Inc. is aware that some of its Customers' information reaching Big Red Pin Inc. Network(s) or facilities from those Customers may have originated from the Big Red Pin Inc. Customer or from another third-party. Big Red Pin Inc. reserves the right to take action against Big Red Pin Inc. Customer and directly against such Customers' subscribers, even though the Big Red Pin Inc. corrective action may affect other non-offending subscribers of the Big Red Pin Inc. Customer.

#### AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in Big Red Pin Inc. taking actions anywhere from a warning to a suspension of privileges or termination of your Service(s). Big Red Pin Inc. reserves the right, but does not assume the obligation, to strictly enforce the AUP. When feasible, Big Red Pin Inc. may but is not obligated to provide Customer with notice of an AUP violation via e-mail or otherwise and demand that such violation is immediately corrected.

However, Big Red Pin Inc. reserves the right to act immediately and without notice to suspend or terminate Service(s) in response to a court order or other legal requirement that certain conduct should be stopped or when Big Red Pin Inc. determines, in its sole discretion, that the conduct may: (1) expose Big Red Pin Inc. to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of Big Red Pin Inc. Network(s) or facilities, (3) interfere with another person's use of Big Red Pin Inc. Service(s) or the Internet, or (4) otherwise present a risk of harm to Big Red Pin Inc. or Big Red Pin Inc. Customers or other parties Big Red Pin Inc. interconnects with.

Big Red Pin Inc.'s decisions with respect to interpretation of the AUP and appropriate remedial actions are final and determined by Big Red Pin Inc. in its sole discretion. Big Red Pin Inc. may refer potential violations of law(s) to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Big Red Pin Inc. assumes no obligation to inform you that your information has been disclosed, and, in some cases, may be prohibited by law from providing such notice.

Big Red Pin Inc. does not, as an ordinary practice, proactively monitor the activities of those who use its Service(s) or exercise any editorial control over any material transmitted, hosted, or posted using Services to ensure that its Customers comply with the AUP and/or the law, although it reserves the right to do so. If Big Red Pin Inc. is alerted to violations or potential violations of this AUP, Big Red Pin Inc. will take whatever measures it deems necessary and appropriate to stop or prevent such violations including the actions described in this AUP. For example, Big Red Pin Inc. may in its sole discretion refuse to transmit, screen, or edit content prior to delivery of the Service(s), block access to certain categories of numbers or certain sites as Big Red Pin Inc. determines needed to enforce these policies.

If your Service is suspended or terminated for any AUP violation, you must get written approval from Big Red Pin Inc. (outside of the normal ordering process) prior to reactivating or ordering new service. In any case, Big Red Pin Inc. may, in its discretion, decline to reinstate your Service. If Big Red Pin Inc. approves you for reinstatement or new service, set-up fees, reactivation fees, or deposits may apply. If Big Red Pin Inc. discovers that you have renewed Service, or ordered new Service, following termination for an AUP violation without the prior written consent of Big Red Pin Inc., it may terminate your Service without further notice. In such case, you are responsible for any applicable early termination charges.

Big Red Pin Inc. will not issue any refunds, credits or other forms of compensation for the period when Service(s) have been suspended as a result of violation(s) or alleged violation(s) of this AUP.

Big Red Pin Inc. shall not be liable for any damages of any nature suffered by any Customer, User, or Third Party resulting in whole or in part from Big Red Pin Inc.'s exercise of its rights under this AUP.

#### Prohibited Actions

Big Red Pin Inc. respects freedom of expression and believes it is a foundation of a free society to express differing points of view. Big Red Pin Inc. will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. Big Red Pin Inc. is committed at all times, however, to complying with the laws and regulations governing use of the Internet and e-mail transmissions and to preserving for all of its Customers the ability to use Big Red Pin Inc. Network(s) and the Internet without interference or harassment from other users. Big Red Pin Inc. prohibits use of its Services in any way that is unlawful, interferes with use of Big Red Pin Inc. Network(s) or the Internet, interferes in any way with the usage or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, constitutes Spam/E-mail/Usenet abuse, or presents security or privacy risks. Customer will not resell or provide Service(s) to unauthorized third parties, whether as part of a commercial enterprise or otherwise.

Customer is prohibited from engaging in any other activity, whether legal or not, that Big Red Pin Inc. determines, in its sole discretion, to be harmful to its subscribers, operations, Network(s).

#### Unlawful Activities

Big Red Pin Inc. Services shall not be used in connection with any criminal, civil, or administrative violation of any applicable local, state, and provincial, federal, national or international law, treaty, court order, ordinance, regulation, or administrative rule.

By using the Service(s), Customer represents and warrants to Big Red Pin Inc. that Customer (and its Users) are not resident(s) of any country or affiliated with any of organization prohibited to do business within the United States as defined and set forth at: <http://www.treas.gov/ofac> and <http://www.bis.doc.gov/index.php/the-denied-persons-list>. Accounts registered using false or misleading information may be terminated immediately and without notice.

#### Offensive or Threatening Material or Content

Big Red Pin Inc. Services shall not be used to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, hateful, malicious, racist, fraudulent, deceptive, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to Big Red Pin Inc. Network(s) or to the network of any other service provider. Customer shall not create or attempt to utilize a domain name that is fraudulent, indecent, offensive, deceptive, threatening, abusive or harassing.

#### Interaction with Minors

Big Red Pin Inc. has a zero tolerance policy regarding use of its Service to engage in inappropriate conduct with a minor (anyone under 18 years of age). You shall not knowingly collect or solicit personal information from a minor without the express consent of the parent or guardian of the minor, nor shall you use this Service to harm or intimidate a minor. Big Red Pin Inc. complies with all federal and state laws pertaining to the protection of minors, including the reporting of all apparent cases of child pornography or exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit [www.ncmec.org](http://www.ncmec.org).

#### Spam/E-mail/Usenet Abuse

Violation of the CAN-SPAM Act of 2003, or any state or federal law regulating e-mail services, constitutes an automatic violation of this AUP and Big Red Pin Inc. reserves the right to seek damages and other available relief against Customer, as applicable.

Spam/E-mail/Usenet Abuse is prohibited on Big Red Pin Inc. Services. Examples of Spam/E-mail/Usenet Abuse include but are not limited to the following activities:

- Sending unsolicited electronic mail messages and "mail-bombing" (sending mass unsolicited e-mail messages to a single user, or group of users, commercial or otherwise, or deliberately sending very large attachments to one recipient) using Service(s) are prohibited;
  - Using another site's mail server to relay mail without the express permission of the site;
  - Using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin;
  - Using IP addresses that the Customer does not have a right to use;
  - Collecting the responses from unsolicited electronic messages;
  - Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
  - Spamming, or sending unsolicited commercial e-mail, sending unsolicited electronic messages with petitions for signatures, or any chain mail related materials, or requests for charitable donations;
  - Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Big Red Pin Inc. Services or the Internet (e.g., through language, frequency, size or otherwise);
  - Sending bulk (i.e., twenty-five or more recipients) electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
  - Using distribution lists containing addresses that include those who have opted out;
  - Sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
  - Forging headers or identifiers in order to disguise the origin of e-mail;
  - Use of redirect links in unsolicited commercial e-mail to advertise a website or service;
  - Posting a single message or messages to online forums or newsgroups, that could reasonably be expected to provoke complaints;
  - Posting messages to or canceling or superseding messages on an online forum or newsgroup in a manner that violates the rules of the forum or newsgroup or that contain forged header information;
  - Sending bulk electronic messages in quantities that exceed standard industry norms or that create the potential for disruption of the Big Red Pin Inc. network or of the networks with which Big Red Pin Inc. interconnects;
  - Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for other parties;
  - Knowingly deleting any author attributions, legal notices, or proprietary designations or labels in a file that the user mails or sends;
  - Using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam;
- Spam Damages: Because spam related damages are often difficult to quantify, in those cases where the actual damages cannot be reasonably calculated, Big Red Pin Inc. reserves the right to seek from the Customer liquidated damages in the amount of five dollars (US\$5.00) for each piece of 'spam' or unsolicited bulk e-mail transmitted from or otherwise connected with Customer's account, in addition to any other rights and remedies Big Red Pin Inc. may have in contract, law, and equity.

#### Security Violations

It is Customer's responsibility to ensure the security of its network and the machines that connect to and use Service(s). You are responsible for configuring and securing your services to prevent damage to the Big Red Pin Inc. Network(s) and/or the disruption of Service(s) to other customers, and ensuring that your customers and users use the Service(s) in an appropriate manner. Customer is required to take all necessary steps to manage the use of the Service(s) in such a manner that network abuse is prevented or minimized to the greatest extent possible. It is Customer's responsibility to take corrective actions on vulnerable or exploited systems to prevent continued abuse. Violations of system or network security are prohibited and may result in criminal and/or civil liability.

Big Red Pin Inc. Services may not be used to interfere with, to gain unauthorized access to, or otherwise violate the security of Big Red Pin Inc. or another party's server, network, personal computer, network access or control devices, software or data, or any other system, or to attempt to do any of the foregoing. Examples of violations of system or network security include but are not limited to:

- Intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses;
- Hacking - attempting to attack, breach, circumvent, or test the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- Impersonating others in order to obtain another user's account password or other personal information;
- Using the Service(s) to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.), or engage in modem hi-jacking;
- Using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication;
- Distributing or using tools designed to compromise security, including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network; this would include use of sniffers or SNMP tools;
- Falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- Knowingly uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- Engaging in the transmission of pirated software;
- With respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow your account to stay logged on while you are not actively using the Big Red Pin Inc. Service(s) or using your account for the purpose of operating a server of any type;

- Using manual or electronic means to avoid any use limitations placed on the Services;
- Gaining unauthorized access to private networks;
- Violating rules, regulations, and policies applicable to any network, server, computer database, website, or ISP that you access through the Service(s).

#### Network Usage

Where a Big Red Pin Inc. Service account, service or feature description specifies limits on bandwidth, disk utilization, simultaneous connections, and/or aggregate data download or upload, use in excess of those limits is not permitted without an appropriate change in account type or status and may incur additional charges for such usage.

Bandwidth, disk utilization, simultaneous connections, and aggregate data downloads/uploads will be computed or determined by Big Red Pin Inc. from time to time in developing its product and service offerings. In the event Big Red Pin Inc. determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections, or reasonable session times, the account owner will generally be notified by e-mail. If the excess use continues after such notification, the owner may be requested to upgrade the type of account or to modify the activity creating the excess use, or the account may be terminated.

If excessive bandwidth, disk space utilization, simultaneous connections, aggregate data download or upload, or session length is determined to adversely affect Big Red Pin Inc.'s ability to provide service, immediate action may be taken. The account owner may be notified by e-mail as soon as practical thereafter.

#### Customer Responsibilities

Customer remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed, or transmitted using the Service(s). Big Red Pin Inc. takes no responsibility and assumes no liability for any material created or accessible on or through the Big Red Pin Inc. Network(s) using Service(s), or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity Customer (or its Users) may encounter. As the provider of Service(s), Big Red Pin Inc. is only a forum and is not liable for any statements, representations, or content provided by the users of Services in any public forum. Big Red Pin Inc. shall not be obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Big Red Pin Inc. becomes aware that any such material may violate this AUP, other applicable terms of use or contract provisions, and/or expose Big Red Pin Inc. to civil or criminal liability, Big Red Pin Inc. reserves the right to block access to such material and suspend or terminate the Service of any user creating, storing, or disseminating such material. Big Red Pin Inc. further reserves the right to conduct investigations into fraud, violations of the Terms of Service, this AUP or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that Big Red Pin Inc. deems responsible for the wrongdoing.

Customer agrees to indemnify and hold Big Red Pin Inc. harmless from any claim, action, demand, loss, or damage (including attorneys' fees) made by any third party against Big Red Pin Inc. as a provider of the Service(s) arising out of or relating to any violation(s) of this AUP by Customer (or its Users).

#### Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by a Big Red Pin Inc. Customer (or its User) should be directed to [abuse@bigredpin.com](mailto:abuse@bigredpin.com). Where possible, include details that would assist Big Red Pin Inc. in investigating and resolving such complaint (i.e. expanded headers and a copy of the offending transmission).

#### Revisions to the AUP

Big Red Pin Inc. reserves the right to modify its Acceptable Use Policy at any time, and effective when posted to Big Red Pin Inc. Notice of any change to this AUP may also be provided to a Customer via electronic mail. It is your responsibility to notify Big Red Pin Inc. of any change of address. You must respond in a timely manner to complaints concerning misuse of the Service(s) obtained from Big Red Pin Inc. Failure to responsibly manage the use of the Service(s) obtained from Big Red Pin Inc. may be cause for termination of Service(s) to you and, depending upon the terms under which you acquired your Service(s), could lead to the imposition of termination fees.

#### Foreign/Personal Network Exemption

Big Red Pin Inc. will not be held liable for any reduction, interference, suspension, in transmission speeds from the network which may be caused by: a) the use or discovery of personal Mifi/hotspot transmissions, whether utilized by an attendee, exhibitor, vendor, or show management or employee of show management; b) the use or discovery of any networks not implemented by Big Red Pin Inc. by any of the above mentioned entities; c) the use or discovery of any devices, utilized by any of the above mentioned entities, that broadcast an SSID (Service Set Identifier), that may inhibit the network's performance to a reasonable standard. You agree that the discovery of any violation of this clause will nullify your ability to seek any refunds or exchanges for purchased services, due to factors beyond Big Red Pin Inc.'s control.

By initialing page one, you acknowledge that you have read and understand the terms on page two, and by signing page two, you acknowledge and understand the conditions set forth on page one.

#### Contact

Please direct any questions to:

**Big Red Pin Inc.**  
**28 May Street, Suite A**  
**Edison, NJ 08837**  
**info@bigredpin.com**



**Authorized Signature** \_\_\_\_\_

**Date** \_\_\_\_\_