

**NO Spamming! NO porno! No Exceptions!**

This document is intended to provide a basic understanding of Hansen Technologies' Acceptable Use Policy and Terms of Service. The following are guidelines for the establishment and enforcement of Hansen Technologies' AUP & TOS:

- Provide reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the privacy and security of individual users
- While Hansen Technologies is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both Hansen Technologies and the Internet and cannot be permitted under the guise of free speech.

We support the flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Hansen Technologies may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of your Hansen Technologies account **WITHOUT PRIOR NOTICE**.

The resources of Hansen Technologies and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

**TERMS OF SERVICE AND ACCEPTABLE USE POLICY**

These Terms Of Service And Acceptable Use Policies ("Terms and Policies") are an essential part of your relationship with Hansen Technologies. By using your Hansen Technologies account, you agree to all of the Terms and Policies set out in this document.

1. General Terms and Policies. Hansen Technologies is a private company providing website hosting and e-mail services. Hansen Technologies' equipment and facilities may be used to conduct private and commercial transactions, send electronic mail, transfer files, and otherwise participate in all legal aspects of the Internet (these uses are referred to in this document as "the Service"), subject to these Terms and Policies.

## Hansen Technologies – Terms of Service

The Service is provided to authorized persons or organizations (referred to in this document as "Subscriber" or "you"). Any use of the service is subject to any restrictions listed below. By using the Service, you agree to be bound by all of these Terms and Policies. If you do not agree to be bound by these Terms and Policies, you must cancel your account immediately and may not thereafter use or attempt to use the Service. Hansen Technologies grants you a non-exclusive right to access, use and display the Service on any computers or other electronic display devices of which you are a primary user. You may not assign, sub-license or transfer any rights or obligations of the Service without the express written consent of Hansen Technologies.

2. Coverage. If you are an individual Subscriber, these Terms and Policies apply to all persons who gain access through your account. If you are a commercial Subscriber, these Terms and Policies apply to all your employees, agents and/or customers. In either instance, a violation of these Terms and Policies by anyone using your account will be treated as a violation by you.

3. Prices and Charges. Hansen Technologies charges for the Service are set at the time the service is ordered. Hansen Technologies will provide notice to the Subscriber, via e-mail, 30 days prior to any changes in pricing.

Unsolicited Bulk E-mail ("spam") cleanup: \$300 + \$2 per message sent + \$50 per complaint received by Hansen Technologies.

Any checks returned by the issuing institution will be charged a processing fee of \$35. If you fail to pay for your account for 10 days after the date of the invoice, Hansen Technologies may without further notice terminate your account. Termination does not remove your responsibility to pay all fees incurred up to the date that Hansen Technologies terminates your account. If Hansen Technologies incurs any fees or costs in collecting any past-due amounts, including costs of attorneys or a collection bureau, those fees and costs will be added to the amount you owe.

4. Term. The Service is provided to you on a month-to-month basis. Hansen Technologies must receive written notice of termination (which may be by first-class mail or fax) from you at least five (5) business days prior to end of a month, or the Service will be provided and charged to you for the following month. The notice of termination must be signed by the Subscriber; notice of termination by e-mail is not acceptable.

5. Grounds for Suspension and Termination. As a Hansen Technologies Subscriber, you agree to comply with these Terms and Policies. Any violation of either these Terms and Policies may serve as cause for Hansen Technologies to suspend or terminate your account. You agree that Hansen Technologies has the right, with or without notice, to suspend or terminate your account upon the first or subsequent occurrence of any of the following:

- a. Using the Service in a way which constitutes violation of any copyright, trademark, applicable statute, law, court order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law);
- b. Using the Service in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail ("spamming"); this ground for suspension or termination is separate from and in addition to the fees which will result from such activity;
- c. Using the service to store, transfer, or advertise the following: pornography, nudity, violations of privacy, computer viruses, hacking, "warez", and any harassing and/or harmful material or uses;
- d. Using the Service in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account, message, or file which does not belong to you;
- e. Using the Service in such a way as to forge or misrepresent headers, addresses, or other identification in website pages or electronic mail, or using any other method to disguise the sender's identity or location;
- f. Excess utilization of system or network resources, including, but not limited to the use of CGI scripts or programs which consume an unreasonable amount of Central Processing Unit ("CPU") usage or Random Access Memory "RAM");
- g. Posting commercial messages to a USENET group for the purposes of promoting your website, where the posting is not approved by the specific USENET group in its charter;
- h. Using the Service to promote or solicit competing Internet services;
- i. Using the Service for unauthorized relays through any third party systems;
- j. Using the Service for mail-bombing, which includes any instance where multiple messages are sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional;
- k. Using the Service to add or attempt to add addresses to any mailing list (yours or a third party's) without the explicit positive consent of the addressee(s);
- l. A significant number of complaints regarding Subscriber's failure to be reasonably accessible to Subscriber's customers or to fill orders in a timely manner;
- m. Engaging in harassment, whether through language, frequency, or size of e-mail messages;
- n. Using the Service to engage in syn flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other methods of denial-of-service attacks; or,
- o. Furnishing false data on your sign-up form, contract, or online application, including providing fraudulent credit card or other payment information.

No bill credit will be given for a period of suspension. In the event of termination of your use of the Service under this section, Hansen Technologies may at its sole discretion retain any or all amounts you have paid for use of the Service as liquidated damages for your actions.

6. Security. You agree not to access or attempt to access private areas of the Service. You agree to notify Hansen Technologies as soon as you become aware of an unauthorized use of your account and/or any breach or attempted breach of security on the Service.

7. Liability. You agree that use of the Service is at your own risk. Except for information, products, or services clearly identified as being supplied by Hansen Technologies, neither Hansen Technologies nor any of its affiliates controls, provides, operates, or is in any way responsible for any information, products, or services accessible through the Service. Hansen Technologies neither endorses nor is responsible for the accuracy of third-party material(s), and you agree that Hansen Technologies is not responsible for any loss or damage caused by your use of, or reliance on, such material(s).

You agree to be liable for any damages or loss of service which results in damages to Hansen Technologies as a result of any spamming or other violations of Section 5 above. These damages include, but are not limited to, system shut downs, retaliatory attacks or data flooding, and loss of peering arrangements. You agree that Hansen Technologies may pursue any such claims against you in District Court in Little Rock, Arkansas.

You agree that in no event will Hansen Technologies have financial liability to you in excess of the dollar amount remaining on your current service period.

8. Warranty. HANSEN TECHNOLOGIES MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE, OR ANY SOFTWARE OR OTHER MATERIAL AVAILABLE THROUGH THE SERVICE, REGARDLESS OF WHAT YOU MAY HAVE TOLD HANSEN TECHNOLOGIES ABOUT YOUR INTENDED USE OF THE SERVICE. NO ORAL ADVICE OR INFORMATION GIVEN BY HANSEN TECHNOLOGIES OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR OTHERWISE ALTER THE PROVISIONS OF THIS SECTION.

THE SERVICE AND ANY SOFTWARE PROVIDED TO YOU BY HANSEN TECHNOLOGIES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS; HANSEN TECHNOLOGIES DOES NOT WARRANT THAT THEY WILL BE ERROR-FREE AND/OR UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. HANSEN TECHNOLOGIES DOES NOT GUARANTEE THE SECURITY OR BACK-UP OF ANY OF YOUR DATA WHICH MAY BE STORED ON THE SERVICE.

9. Guarantee. Hansen Technologies offers a 30 day money back guarantee on our web hosting services. If at any time during your initial 30 day trial period, for any reason, you are not satisfied with the services you have received you may opt to receive your money back. Hansen Technologies reserves the right to hold your refund for up to 60 days.

Hansen Technologies provides a 99.95% uptime guarantee, subject to the following conditions. If the Service is unreachable more than 40 cumulative minutes in a month as a result of a failure of our network or equipment we will credit your account for a month of free hosting. This guarantee is your sole and exclusive remedy for any and all downtime. Hansen Technologies is not responsible for outages elsewhere on the Internet that hinder

## Hansen Technologies – Terms of Service

access to your account; we control only our links to the Internet, our network hardware, and our servers. This guarantee does not apply to dedicated server accounts.

9. Privacy. Hansen Technologies commits to follow the controlling Federal and state laws respecting Subscriber privacy and data access. Hansen Technologies will not provide names, addresses, telephone numbers, e-mail addresses, or other personally identifiable information on any Subscriber to any third party without prior permission from that Subscriber, or as required under an appropriate court or administrative directive, including a facially valid subpoena, or as necessary to render the Service. Hansen Technologies may provide aggregate data on Subscribers to third parties in the operation of Hansen Technologies' business.

10. Disputes. You agree that any dispute between you and Hansen Technologies arising out of your use of the Service on in any way based upon your subscription to and/or use of the Service which cannot be resolved between you and Hansen Technologies will be submitted by the aggrieved party for binding arbitration under the auspices of the American Arbitration Association. Any demand for arbitration under this Section must be filed with the American Arbitration Association's office in Little Rock, Arkansas. The arbitration must be held in Little Rock, Arkansas, and the arbitrator must be a person with experience in online services operation.

11. Governing Law. These Terms and Policies are governed in all respects under the laws of the State of Arkansas.

12. Amendments. These Terms and Policies may be amended in any respect at any time by Hansen Technologies upon the posting of the amended Terms and Policies on the Support section of the Service. Your continued use of the Service will be deemed consent to any such amended Terms and Policies. If you do not wish to continue to use the Service as a result of any such amended Terms and Policies, you may provide notice of your wish to terminate your use of the Service to customer service, and any unused portion of fees you have paid for the Service will be returned to you within 30 days.