

Terms of Service Contract (T.O.S.)
HNK Technology Services

This Web Site and Virtual Dedicated Server Service Agreement ("Agreement") is by and between HNK Technology Services, Inc. ("HNK Technology Services"), a/an Pennsylvania corporation, and you, your heirs, assigns, agents and contractors ("You") and is effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of HNK Technology Services' Web Site and Virtual Dedicated Server services (collectively, the "Services") and represents the entire agreement between You and HNK Technology Services. By using the Services, You acknowledge that You have read, understand, and agree to be bound by all the terms and conditions of this Agreement, along with any new, different, or additional terms, conditions or policies, including the Universal Terms of Service which HNK Technology Services may establish from time to time. Such Agreements may be found here.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with HNK Technology Services, whether or not the transactions were in Your behalf.

1. Description of Service

HNK Technology Services currently provides the Services to its customers for a monthly fee. HNK Technology Services will host Your web site on HNK Technology Services' Services servers, provided, however, You abide by the terms and conditions set forth herein and in each of HNK Technology Services' policies and procedures.

1.1. License of Your website content

HNK Technology Services grants to You, and You accept from HNK Technology Services, a non-exclusive, worldwide, and royalty free license to copy, display, use and transmit on and via the Internet Your website content in connection with HNK Technology Services' performance or enforcement of this Agreement.

1.2. Availability of Services

Subject to the terms and conditions of this Agreement, HNK Technology Services shall attempt to provide the Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. You agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that HNK Technology Services may undertake from time to time; or (iii) causes beyond the control of HNK Technology Services or that are not reasonably foreseeable by HNK Technology Services, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You agree that HNK Technology Services has no control of availability of the Services on a continuous or uninterrupted basis.

1.3. Service Availability Guarantee

HNK Technology Services offers a service uptime guarantee for the Services of 99.9% ("Service Uptime") of available time. If HNK Technology Services fails to maintain this level of service availability, You may contact HNK Technology Services and request a credit of 5% of Your monthly hosting fee from HNK Technology Services for that month. The credit may be used only for the purchase of further products and services from HNK Technology Services, and is exclusive of any applicable taxes. The credit does not apply to service interruptions caused by (i) periodic scheduled maintenance or repairs that HNK Technology Services may undertake from time to time; (ii) errors caused by You from custom scripting or coding; (iii) outages that do not affect the appearance of the web site but merely affect access to the web site such as FTP and email; (iv) causes beyond the control of HNK Technology Services or that are not reasonably foreseeable by HNK Technology Services; and (v) outages related to the reliability of certain programming environments. Total Service Uptime shall be solely determined by HNK Technology Services and shall be calculated on a monthly basis.

1.4. Web Site Content

You shall be solely responsible for providing, updating, uploading and maintaining Your website and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through Your web site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. Your web site content shall also include any registered domain names provided by You or registered on behalf of You in connection with the Services. In no event shall Your web site consist of illegal activity.

1.5. SSL Certificates

Any SSL certificate You purchase from HNK Technology Services or its affiliates to use in conjunction with the Services provided by HNK Technology Services, is intended for its specific use as described in the Subscriber Agreement and will not be exported from the virtual dedicated server to be used with any other web hosting service. If You are using an SSL certificate on a web site hosted by HNK Technology Services, HNK Technology Services will generate and securely store a corresponding private key.

For security reasons, at no time will HNK Technology Services release Your private key, even if You request it. If You wish to export Your SSL certificate for use on a non HNK Technology Services server, You will need to make a request to HNK Technology Services no earlier than 30 days after Your initial SSL subscription began. After Your account with HNK Technology Services has been canceled, You will have thirty (30) days to request a re-key of the SSL certificate, or Your SSL certificate will become invalid.

1.6. Information Shared with Partners

As a condition of purchasing and using the Services, You acknowledge and agree that HNK Technology Services may provide Your personal information to their partners, as required to provide the plans for which You are purchasing.

2. Your Obligations

2.1. You acknowledge and agree that HNK Technology Services shall have the right to seek justification in connection with Your use of the Services, specifically Your purchase of IP addresses, and that You shall be obligated to provide any and all information reasonably sought by HNK Technology Services pursuant to such justification. You acknowledge and agree that You are required to begin using at least eighty percent (80%) of Your purchased IP addresses within thirty (30) days of assignment of such IP addresses to You. In the event You do not begin using at least eighty percent (80%) of Your assigned IP addresses, You acknowledge and agree that HNK Technology Services shall have the right to reclaim any unused IP addresses after the expiration of such thirty (30) day period. In connection with such purchase, You acknowledge and agree that Your name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois database.

2.2. Upon the expiration of Your initial hosting service term, Your hosting service shall automatically renew for the same period of time and Your payment method shall be charged for the renewal term on the renewal date. You acknowledge and agree that in the event You do not desire to automatically renew Your hosting services for the same period of time, it is Your responsibility and obligation to cancel Your Services with HNK Technology Services. Your failure to cancel Services shall be deemed acceptance of the renewal term.

2.3. You represent and warrant to HNK Technology Services that: Your Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that You own Your website content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use, and display the content on and within Your web site. You also warrant that the web site being hosted by HNK Technology Services will not be used in connection with any illegal activity.

2.4. If You are hosting Your web site on HNK Technology Services's servers, You are responsible for ensuring that there is no excessive overloading on HNK Technology Services's DNS or servers. In the event that You exceed Your allotted bandwidth and thereby overload HNK Technology Services's DNS or servers, You shall be assessed any and all fees, costs and penalties associated with such overloading. You may not use HNK Technology Services's servers and Your web site as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and HNK Technology Services reserves the right to remove sites that contain information about hacking or links to such information. Use of your web site as an anonymous gateway is prohibited. HNK

Technology Services prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by HNK Technology Services. You agree that HNK Technology Services reserves the right to remove Your web site temporarily or permanently from its virtual dedicated servers if HNK Technology Services is the recipient of activities that threaten the stability of its network.

2.5. You agree not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to: (i) disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email on a daily basis, provided, HNK Technology Services, in its sole discretion, may permit You, if You have a legitimate purpose and after request, to send more email than HNK Technology Services's standard STMP relay limit; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data, or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (v) export, re-export, or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses, and/or exemptions; (vi) interfere, disrupt, or attempt to gain unauthorized access to any computer system, server, network, or account for which You do not have authorization to access or at a level exceeding Your authorization; (vii) disseminate or transmit any virus, trojan horse, or other malicious, harmful, or disabling data, work, code, or program; (viii) engage in any other activity deemed by HNK Technology Services to be in conflict with the spirit or intent of this Agreement or any HNK Technology Services policy; or (ix) use Your server as an "open relay" or similar purposes.

HNK Technology Services prohibits the running of a public recursive DNS service on any HNK Technology Services server. All recursive DNS servers must be secured to allow only internet network access or a limited set of IP addresses. HNK Technology Services actively scans for the presence of public DNS services and reserves the right to remove any servers from the network that violate this restriction.

3. Storage and Security

At all times, You shall bear full risk of loss and damage to your web site and all of Your web site content. You are entirely responsible for maintaining the confidentiality of Your password and account information. You agree that you are solely responsible for all acts, omissions, and use under and charges incurred with Your account or password or in connection with the Site or any of Your web site content displayed, linked, transmitted through, or stored on the Server. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Your web site content; (ii) maintain independent archival and backup copies of Your web site content; (iii) ensure the security, confidentiality, and integrity of all your web site content transmitted through or stored on HNK Technology Services servers; and (iv) ensure the confidentiality of Your password. HNK Technology Services' servers and virtual dedicated services are not an archive and HNK Technology Services shall have no liability to You or any other person for

loss, damage, or destruction of any of Your content. You shall at all times use the Services as a conventional and/or traditional web site. You shall not use the Service in any way, in HNK Technology Services' sole discretion, that shall impair the functioning or operation of HNK Technology Services' Services or equipment. Specifically by way of example and not as a limitation, You shall not use the Services as a repository or instrument for placing or storing archived files and/or material that can be downloaded through other web sites.

In the event You terminate, moving your web site off of the HNK Technology Services virtual dedicated servers is Your responsibility. HNK Technology Services will not transfer or FTP Your web site to another provider. In the event Your use of the Services is terminated, HNK Technology Services will not transfer or manage Your Services or Your website content.

4. Privacy Policy

HNK Technology Services Incorporated is the sole owner of the information collected on this web site. We only gather information for the purpose of serving you better and will not - without your consent, - sell, share, or rent this information to others in ways different from what is disclosed in this statement except in cases where in good faith we believe that the law requires us to do so, it is necessary to protect HNK Technology Services' rights and/or property, or if circumstances necessitate acting to protect the personal safety of staff or of the public.