

Privacy

MindStreams LLC respects the privacy of users who visit each of the sites within the MindStreams network. No effort is made to identify individuals without their knowledge. The following policies are in effect for all of the Web pages owned and operated by MindStreams. (The MindStreams Network includes all sites constructed and/or hosted by MindStreams)

When a visitor requests pages at any MindStreams site, our Web servers automatically recognize the browser's domain name, and IP address. Our servers do not record e-Mail addresses. We collect the domain names and IP addresses in order to aggregate information on what pages users access or visit. This information is collected solely for statistical purposes and is not used to identify individuals.

From time to time, our clients may ask users to provide their e-Mail address or mailing address for the purpose of a survey or to provide additional services. Whenever the identity of a visitor is recorded, we will clearly indicate the purpose of the request before the information is requested. If you choose to supply your postal address in an online form, you may receive mailings from other reputable companies.

From time to time, MindStreams or its client sites may send a cookie to your computer. This information is collected for statistical purposes and site functionality and is not used to identify individuals.

Opt-In e-Mail Privacy Policy

MindStreams maintains a strict "no spam" policy. Your e-Mail address will not be sold to a third party if you sign up for one of our e-newsletters or discussion lists.

If you sign up for an e-Mail newsletter or discussion list at an MindStreams site, you will receive only the e-Mail newsletter or discussion list you have requested. You may receive on occasion an offer to sign up for a new newsletter or discussion list, but you will not receive additional newsletters or discussion list mailings unless you specifically request them.

Acceptable Use Policy

MINDSTREAMS LLC

As a provider of Web site hosting, and other Internet-related services, MindStreams LLC ("MindStreams") offers its customers/subscribers, and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. MindStreams respects the position that the Internet provides a forum for free and open discussion and dissemination of information; however, when there are competing interests at issue, MindStreams reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, MindStreams has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing MindStreams' services. This AUP will be revised from time to time. A customer's use of MindStreams' services after changes to the AUP are posted on MindStreams' Web site, www.MindStreams.com, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.



One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that MindStreams cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because MindStreams cannot monitor or censor the Internet, and will not attempt to do so, MindStreams cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that MindStreams does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over MindStreams' network and may reach a large number of people, including both subscribers and non-subscribers of MindStreams, subscribers' postings to the Internet may affect other subscribers and may harm MindStreams' goodwill, business reputation, and operations. For these reasons, subscribers violate MindStreams policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming -- Sending unsolicited bulk and/or commercial messages over the Internet. It is harmful not only because of its negative impact on consumer attitudes toward MindStreams, but also because it can overload MindStreams' network and disrupt service to MindStreams subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, MindStreams has the discretion to determine from the evidence whether the e-Mail recipients were from an "opt-in" e-mail list.

Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. MindStreams is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also MindStreams' policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Using MindStreams' network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. MindStreams is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through MindStreams' network.

Defamatory or Abusive Language -- Using MindStreams' network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.



Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

- Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.
- Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.
- Usenet Groups -- MindStreams reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.
- Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.
- Other Activities -- Engaging in activities, whether lawful or unlawful, that MindStreams determines to be harmful to its subscribers, operations, and reputation, goodwill, or customer relations.

Responsibility for avoiding the harmful activities described rests primarily with the subscriber. MindStreams will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with MindStreams policy or applicable law. When MindStreams becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a Web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

MindStreams also is aware that many of its subscribers are also providers of Internet services, and that information reaching MindStreams' facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. MindStreams does not require its subscribers who offer Internet services to monitor or censor transmissions or Web sites created by customers of its subscribers. MindStreams reserves the right to take action directly against a customer of a subscriber. Also, MindStreams may take action against the MindStreams subscriber due to activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, MindStreams anticipates that subscribers who offer Internet services will cooperate with MindStreams in any



corrective or preventive action that MindStreams deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of MindStreams policy.

MindStreams is concerned with the privacy of online communications and Web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, MindStreams urges its subscribers to assume that all of their online communications are insecure. MindStreams cannot take any responsibility for the security of information transmitted over MindStreams' facilities.

MindStreams will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. MindStreams may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, MindStreams may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a Web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. MindStreams assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, MindStreams may disclose subscriber information or information transmitted over its network where necessary to protect MindStreams and others from harm, or where such disclosure is necessary to the proper operation of the system.

MindStreams expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate MindStreams policy. Finally, MindStreams wishes to emphasize that in signing the service agreement, subscribers indemnify and hold MindStreams harmless, for any violation of the service agreement, law, or MindStreams policy that results in loss to MindStreams or the bringing of any claim against MindStreams by any third-party. This means that if MindStreams is sued because of a subscriber's activity, or the activity of a customer of a subscriber, the subscriber will be responsible for any damages awarded, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including MindStreams and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to abuse@MindStreams.com.

Section 508 and Accessibility within the MindStreams Web Site

MindStreams makes every possible effort to ensure that all electronic and information technology developed, procured, maintained, or used by MindStreams is accessible to people with disabilities, including both employees and the customers we serve.

If you cannot fully access the information on a particular page, please e-mail us using the [Contact Us form](#). We will be glad to help you. We may be able to provide information to you in an alternate format.

For further information and to learn more about the regulations governing the accessibility of Federal electronic information products, visit the Section 508 pages listed below:

- Section 508 home page - <http://www.section508.gov>
- Access Board - <http://www.access-board.gov/508.htm>
- Web Accessibility Initiative (WAI) - <http://www.w3.org/WAI>