

ShopHutchinsonMN.com Acceptable Use Policy

1. Introduction

ShopHutchinsonMN.com's Acceptable Use Policy is intended to help enhance the use of the services provided by ShopHutchinsonMN.com by preventing unacceptable use. All advertisers must comply with this Acceptable Use Policy.

We do not exercise editorial control over the content of any advertisement, electronic mail transmission, news group, or other material created or accessible over or through the website. However, in accordance with our Terms of Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this Acceptable Use Policy.

We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Your violation of this Acceptable Use Policy may result in the suspension or termination of your services. This Acceptable Use Policy should be read in conjunction with, and is part and parcel of, our Agreement for Advertising Services with ShopHutchinsonMN.com. By using our advertising services, you agree to comply with our Acceptable Use Policy.

2. Violations of Provider's Acceptable Use Policy

The following constitute violations of this Acceptable Use Policy:

- **Illegal use.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity.** Using the Services to making fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

- **Forgery or impersonation.** Misrepresenting yourself in an attempt to deceive or mislead is prohibited.
- **Unsolicited commercial email/ Unsolicited bulk email.** Using the Services to collect contact information for the purpose of transmitting any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.

Bulk e-mail sent through a mail service external to our system can not contain an e-mail address or a domain name related to ShopHutchinsonMN.com. This generally results in complaints being forwarded to our administrative staff and will be cause for immediate account termination or suspension without prior notification.

- **Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ShopHutchinsonMN.com or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- **Distributing viruses** to or from Provider systems.
- **Adult Content.** Pornography and sex-related merchandising are prohibited. This includes sites that may infer sexual content, or links to adult content elsewhere.
- **Copyright or trademark infringement.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. Provider is registered under the Digital Millenium Copyright Act of 1998.
- **Collection of personal data.** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling the services.** Reselling the Services without ShopHutchinsonMN.com's authorization.
- **Software and Multimedia Distribution.** These types of files consume huge amounts of disk space and bandwidth. If you wish to distribute software and/or multimedia files (graphics, audio, and video), please contact us for a special arrangement.

3. Reporting Violations of Provider's Acceptable Use Policy

Provider requests that anyone who believes that there is a violation of this Acceptable Use Policy direct the information to our System Abuse Department by contacting us.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation
- E-mail with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

Provider may take any one or more of the following actions in response to complaints:

- Issue warnings: written or verbal
- Suspend the Client's advertising posting privileges
- Suspend the Client's account
- Terminate the Client's account
- Bill the Client for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

4. Revisions to This Acceptable Use Policy

Provider reserves the right to revise, amend, or modify this Acceptable Use Policy, our Terms of Service Agreement our Privacy Policy and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Terms of Service Agreement.

By paying for advertising services with ShopHutchinsonMN.com, you agree to the terms outlined in this document.