

DNS Terms of Service

In order to utilize LR Computer Services DNS services you must agree to the following Terms of Service.

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

Lance Laughter d/b/a LR Computer Services provides DNS services ("Service"), owned and operated by Lance Laughter d/b/a LR Computer Services ("Operator"), is provided to you ("Customer") under the terms and conditions of this Terms of Service ("ToS") and any operating rules or policies that may be published by Operator. The ToS comprises the entire agreement between Customer and Operator and supersedes all prior agreements between the parties regarding the subject matter contained herein. BY COMPLETING THE PROCESS OF ADDING Operator's NAMESERVERS TO RESPOND TO DNS REQUESTS FOR YOUR DOMAIN, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE ToS.

2. DESCRIPTION OF SERVICE

Operator is providing Customer with a DNS service, which will translate an Internet Domain Name to an IP (Internet Protocol) Address. Customer must: (1) provide all equipment, including a computer, modem, and/or all other equipment necessary to establish a connection to the Internet; (2) provide for own access to the Internet and pay any telephone service fees associated with such access. In consideration for this Service, Customer agrees to: (1) provide certain current, complete, and accurate information about Customer as prompted to do so by the Operator and (2) maintain and update this information as required to keep it current, complete and accurate. All information requested by the Operator shall be referred to as registration data ("Registration Data"). Furthermore, Customer grants Operator the right to disclose to third parties certain Registration Data about Customer and Service Customership in the case where Operator is required to disclose such information by any applicable law or legal process served on Operator. If any information provided by Customer is inaccurate, Operator retains the right to terminate Customer's Customership and rights to use the Service.

3. MODIFICATIONS TO TERMS OF SERVICE

Operator may change the terms and conditions of the ToS from time to time. Upon any change in the terms and conditions of the ToS, Operator will notify Customer by sending

a message to the e-mail address on file for each Customer, and by posting a notification on the web site. Using the service after such a message has been posted is indication of Customer's acceptance of the updated ToS. Customer's continued use of the Service constitutes an affirmative: (1) acknowledgment by Customer of the ToS and its modifications; (2) agreement by Customer to abide and be bound by the ToS and its modifications.

Operator reserves the right to modify or discontinue the Service with or without notice to Customer. Operator shall not be liable to Customer or any third party should Operator exercise its right to modify or discontinue the Service.

4. GOVERNING JURISDICTION OF THE COURTS OF WYOMING

Insofar as this contract defines Wyoming jurisdiction, both parties to the contract refer to the courts of Wyoming, having the ultimate jurisdiction over the matters in question: this contract is formed under the laws of Wyoming and therefore such laws shall be the inevitable jurisdiction of the contract.

This contract shall be governed by the provisions of Wyoming law insofar as possible, particularly to the exclusion of other legal systems within the United States and Canada.

5. PRIVACY POLICY

In addition to the privacy of registration data as discussed in Section 2 above, Operator will not edit or disclose the contents of a Customer's private communications unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on Operator; (2) protect and defend the rights or property of Operator; or (3) act under exigent circumstances to protect the personal safety of its Customers or the public. Customer acknowledges and agrees that Operator neither endorses the contents of any Customer communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby.

6. CUSTOMER ACCOUNT, SECURITY, AND BILLING

Once you become a Customer of the Service, you shall be setup an account. You are entirely responsible if you do not maintain and update the Operator with service change requests. Furthermore, you are entirely responsible for any and all activities which occur under your account. Customer agrees to immediately notify Operator of any

unauthorized use of Customer's account or any other breach of security known to Customer.

Likewise the Operator will notify you immediately if Operator becomes aware of unauthorized use or access to Customer's account or any data contained therein.

Customer will be invoiced prior to the end of their current Service term. If payment has not been made within Thirty (30) days of invoice date, the Operator may suspend or cancel the Service. All invoices to Customer shall be in e-mail form.

7. DISCLAIMER OF WARRANTIES

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OPERATOR MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES OPERATOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. OPERATOR MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM OPERATOR OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY

OPERATOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASE OR OBTAINED OR DOMAINS MOVED OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. NO RESALE OF THE SERVICE

Customer agrees not to resell the Service, without the express written consent of Operator.

10. HOST CONTENT AND OTHER LIMITATIONS

Operator assumes no responsibility for the content of any material located on the hosts provided from our Service. Operator has no control over the content of bulletin boards or web sites located on domains or hosts provided by our service; however, Operator retains the right, at Operator's sole discretion, to determine whether or not Customer's conduct is consistent with the letter and spirit of the ToS and may terminate Service if a Customer's conduct is found to be inconsistent with the ToS.

11. CUSTOMER CONDUCT

Customer is solely responsible for the contents of his or her usage of our Service. Customer's use of the Service is subject to all applicable local, state, national and international laws and regulations. Customer agrees: (1) to comply with US law regarding the transmission of technical data exported from the United States through the Service; (2) not to use the Service for illegal purposes; (3) not to interfere or disrupt networks connected to the Service; and (4) to comply with all regulations, policies and procedures of networks connected to the Service. The Service makes use of the Internet's DNS protocol to create and delete domains; therefore, Customer's conduct is subject to Internet regulations, policies and procedures. Customer will not use the Service for illegal software, junk pornography, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process.

Customer agrees not to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. Customer shall not interfere with another Customer's use and enjoyment of the Service or another entity's use and enjoyment of similar services. Operator may, at its sole discretion, immediately terminate Service should Customer's conduct fail to conform to these terms and conditions of the ToS.

12. INDEMNIFICATION

Customer agrees to indemnify and hold Operator, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Customer's use of the Service, the violation of this ToS by Customer, or the infringement by Customer, or other user of the Service using Customer's computer, of any intellectual property or other right of any person or entity.

13. TERMINATION

Either Customer or Operator may terminate the Service with or without cause at any time and effective immediately. Operator shall not be liable to Customer or any third party for termination of Service. Should Customer object to any terms and conditions of the Operator or any subsequent modifications thereto or become dissatisfied with the Service in any way, Customer's only recourse is to immediately: (1) discontinue use of the Service; (2) terminate Service Customership; and (3) notify Operator of termination. Upon termination of the Service, Customer's right to use the Service immediately ceases. Customer shall have no right and Operator will have no obligation thereafter to handle domains or hosts for the Customer or any third party.

14. NOTICE

All notices to a party shall be in writing or e-mail. Operator may broadcast notices or messages through the Service to inform Customer of changes to the ToS, the Service, or other matters of importance; such broadcasts shall constitute notice to Customer.

15. LAWS

This contract is governed by the laws of the state of Wyoming in which Operator operates without regard to conflict of law provisions. The federal and state courts located in said state alone have jurisdiction over all disputes arising out of or related to this contract and the Service. You consent to the personal jurisdiction of such courts sitting in said state with respect to such matters or otherwise between you and Operator, and waive your rights to removal or consent to removal.

If any provision(s) of the ToS is held by court of Wyoming jurisdiction to be contrary to law, then such provision(s) shall be construed, in accordance within the provisions of Wyoming courts, to reflect the intentions of the parties (as construed by the jurisdiction of the courts of Wyoming) with the other provisions remaining in full force and effect.

Operator's failure to exercise or enforce any right or provision of the ToS shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Operator in writing.

Customer and Operator agree that any cause of action arising out of or related to this Service must commence within three (3) months after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the ToS are solely used for the convenience of the parties and have no legal or contractual significance.