

RUMBAENERGYJUICE.COM

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Terms and Conditions.

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7. From time to time, Hansen may ask that you transmit to the Site by electronic mail your feedback on Hansen's products and/or services. Any communication or material you transmit or post will be (a) treated as non-confidential and non-proprietary by Hansen, (b) become the property of Hansen shall exclusively now and hereinafter own all rights, title and interest therein, and (c) used without restriction by its licensees and affiliates at its sole discretion without any obligation, compensation or other liability to you. Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner on this Site or otherwise. However, Hansen shall be under no obligation to respond to any such communication.
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10. This Site may link to other sites not maintained by or related to Hansen. Such hyperlinks are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this Site or with the products and services of Hansen. Hansen has not reviewed all of the sites linked to the Site and is not responsible for the content of any off-site pages or links to any other sites. Viewing all other sites is at your own risk.
11. In the event that Hansen may, from time to time, allow for discussions, chats, postings, transmissions, bulletin board and the like on the Site, Hansen is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. Hansen will fully cooperate with any law enforcement authorities or court order requesting or directing Hansen to disclose the identity of anyone posting any such information or materials.
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13. This site may contain statements, estimates or projections that constitute “forward looking statements” as defined under U.S. Federal Securities laws. Generally, the words “believe, expect, intend, estimate, anticipate, project, will” and similar expressions identify forward looking statements, which generally are not historical in nature. Forward looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from Hansen’s historical experience and Hansen’s present expectations or projections. These risks include, but are not limited to, Hansen’s ability to finance expansion plans, share repurchase programs and general operating activities; changes in the non-alcoholic beverage business environment, including actions of competitors and changes in consumer preferences; regulatory and legal changes; interest rate and currency fluctuations; changes in economic and political conditions; Hansen’s ability to penetrate and develop new markets, the effectiveness of Hansen’s advertising, marketing and promotional programs; litigation uncertainties; adverse weather conditions; inability to achieve volume growth through product and packaging initiatives; changes in the cost and availability of raw materials and the ability to maintain favorable supply arrangements and relationships and procure timely and/or adequate production of all or any products; the marketing efforts of distributors of Hansen’s products, most of which distribute products which are competitive to Hansen; unilateral decisions by stores or other customers to discontinue carrying all or any of Hansen’s products that they are carrying at any time; changes in product category consumption; possible recalls of Hansen’s products; and other risks discussed in Hansen’s filings with the Securities & Exchange Commission (“SEC”), including Hansen’s annual report on form 10K, which filings are available from the SEC. The foregoing list of important factors is not exhaustive. You should not place undue reliance on forward looking statements, which speak only as of the date they are made. Hansen undertakes no obligation to publicly update or revise any forward looking statements and expressly disclaim any duty to do so.
14. All offers set forth on the Site are void where prohibited, and are subject to the posting of any official rules pertaining to such offers.
15. Hansen maintains and operates this Site from its offices in the state of California, United States. These Terms and Conditions are governed by and interpreted under the laws of the state of California without reference to its law of conflict of laws, United States of America. If any portion of these Terms and Conditions is deemed unlawful, void or unenforceable, then that part shall be deemed severable and will not affect the validity and enforceability of any remaining provisions.
16. These Terms and Conditions set forth the entire understanding and agreement between you, Hansen with respect to the Site. You acknowledge that any other agreements between you, Hansen with respect to the Site are superseded and of no force or effect provided that in the event of any conflict between these Terms & Conditions – General and our e-store Terms & Conditions, Privacy & Security

Statement below, the terms thereof shall prevail.

2. PRIVACY POLICY - GENERAL

In order to make your visits to RumbaEnergyJuice.com interactive, we do collect certain information from your computer each time you visit us and sometimes we ask you for personal information. Please take a couple of minutes to read our privacy policies so that you understand how we treat your personal information. If you have any questions about this privacy policy or your dealings with RumbaEnergyJuice.com, you can contact: Hansen Beverage Company, 1010 Railroad Street, Corona, CA 92882.

If you register on RumbaEnergyJuice.com, sign up for a promotion, make a purchase from RumbaEnergyJuice.com enter any contests or submit materials to RumbaEnergyJuice.com, you agree to the Terms & Conditions – General of RumbaEnergyJuice.com and this Privacy Policy - General.

RumbaEnergyJuice.com is not directed to children under the age of 13.

RumbaEnergyJuice.com prohibits registration by children under the age of 13.

RumbaEnergyJuice.com will not knowingly collect personally identifiable information from children under 13. If you as a parent, have any concerns about the RumbaEnergyJuice.com site or its related services, wish to find out if your child is a member of one of our services, or wish to cancel your child's membership, please contact us.

Information Collection & Use

"Personal identifying information", or just personal information, includes your name, address, e-mail address, telephone number, or any other info that tells another person who you are. Our site may use order forms and registration forms for users to request Hansen information, products and services. We may collect contact info (like email address, name, address and phone number) or financial info (financial information you give us will only be used for the purpose the information is given (a particular purchase) and will not be shared except as necessary to complete such use (i.e., banks, fulfillment houses). Contact info from the forms is used to send orders to our record keeping. Users may opt-out of receiving future mailings and are given the opportunity to do so each time you register or order online. We may send you e-mail notices about products, companies and events that we think might interest you. At any time you can change your user information. In addition, we may reserve the right to make contact info or financial info available to selected partners who have services, products and offers that we think might interest you. If you do not want to receive these messages, email us at RumbaEnergyJuice.com. We will make an effort to include a link to this Privacy Policy wherever we ask you for personal information. Below are more details about the information RumbaEnergyJuice.com gathers from you and how we use it:

Cookies

Cookies are files or pieces of information that may be stored in your computer's hard drive when you visit a website. We use cookies to better tailor our site and our products to your interests and needs. Cookies may also be used to help speed up your future activities or to improve your user experiences by remembering the information that you have already provided to us. We do not use cookies to retrieve information from your computer that was not voluntarily provided by you (i.e., during membership registration or a contest). The use of cookies is an industry standard and you will find them at most websites. Most browsers are initially set to accept cookies. If you would prefer, you can set your browser to refuse cookies or to alert you when cookies are being sent so that you can flush them from your browser if you object to their presence.

Promotions

We may ask you for personal identifiable information at other times, including, but not limited to, when you enter sweepstakes, contests or promotions sponsored by us or a third party. If you don't want your information collected by these third parties or us you can decide not to participate in the promotion, contest or sweepstakes...

Legal Authorities

We may disclose user information to government authorities at our discretion. We also may disclose user information when we have reason to believe that someone is causing injury to or interference with our rights or property, other RumbaEnergyJuice.com users, or anyone else that could be harmed by such activities.

Links

You should be aware that when you are on RumbaEnergyJuice.com, you will have the opportunity to visit, or link to, other sites not operated by RumbaEnergyJuice.com. These sites, some of which are RumbaEnergyJuice.com partners, may collect personal identifiable information about you. RumbaEnergyJuice.com does not control sites that are operated by others and is not responsible for the information practices of these sites and this privacy statement does not address the information practices of those we sites or advertisers. RumbaEnergyJuice.com may share non-personal, aggregate, or summary, information regarding our users with other third parties not mentioned in this policy. This kind of information does not identify you individually.

Our Commitment to Data Security

We take reasonable precautions to keep your personal information secure. We have put in place appropriate physical, electronic, and managerial procedures to safeguard the information we collect. We cannot guarantee the security of any information you disclose online, and you do so at your own risk.

3. e-STORE– TERMS & CONDITIONS, PRIVACY & SECURITY STATEMENT

General

Hansen Beverage Company (“Hansen”) knows that you care how information about you is used and shared. Please read the following Privacy and Security Statement regarding your use of Hansen’s online store. By proceeding, you are agreeing to be bound hereby. Maintaining the privacy and security of your information is important to us. We use several layers of security to maintain the confidentiality of your information.

Internal Security Policy

We have developed and implemented a security policy that applies to each of our employees and other authorized users of our internal network. This security policy covers the procedures that must be followed to protect the security and confidentiality of our internal network.

Firewalls and Other Protection Services

Firewalls are designed to protect a company’s internal computer network from external users. We protect our network using firewalls that allow only authorized types of communications to occur. In addition, we use other monitoring and protection services to protect the security and confidentiality of our internal network.

User Account and Password

Each user has unique user account on this system and on our Internal Network. Your user account allows you to view the information that you are authorized to access. Therefore, it is important that you protect your user account and password. [Click here \(5\)](#) for important information on protecting your password. By accepting this document, you authorize RumbaEnergyJuice.com to respond to a request for a new password via email. The new password will be delivered to the email of record in your system profile maintained in your Account Information.

Click the links below for more information about your privacy and credit card safety.

Hansen knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This notice describes our privacy policy. By visiting RumbaEnergyJuice.com, you are accepting the practices described in this Notice.

What Personal Information About Customers Does RumbaEnergyJuice.com Gather?

The information we learn from customers helps us personalize and continually improve your shopping experience at RumbaEnergyJuice.com. Here are the types of information we gather.

Information You Give Us: We receive and store any information you enter on our Web site or give us in any other way. [Click here \(1\)](#) to see examples of what we collect. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future shopping for you, improving our stores, and communicating with you.

For example, you provide information when you search for a product or place an order through the RumbaEnergyJuice.com Online Store.

Automatic Information: We receive and store certain types of information whenever you interact with us. For example, like many Websites, we use “cookies”, and we obtain certain types of information when your Web browser accesses RumbaEnergyJuice.com. [Click here \(2\)](#) see examples of the information we receive. A number of companies offer utilities designed to help you visit Web sites anonymously. Although we will not be able to provide you with a personalized experience at RumbaEnergyJuice.com if we cannot recognize you, we want you to be aware that these tools exist.

Privacy Companies

www.anonymizer.com

www.IDzap.com

www.somebody.net

www.zeroknowledge.com

We cannot vouch for the effectiveness of any of these products. You can find at Amazon.com a variety of books about privacy in general and privacy on the Web. The Federal Trade Commission provides useful information about online privacy on its own Web site,

<http://www.ftc.gov/bcp/online/pubs/online/sitesee.htm>.

<http://www.ftc.gov/privacy/>

Email Communications: To help us make emails more useful and contain information on you and your order with RumbaEnergyJuice.com, we automatically send out an email when your shopping cart is downloaded into our accounting database to prepare for shipping. Once your order is shipped, another email is automatically sent out to you with the UPS tracking information.

What About Cookies?

A cookie is a message given to a Web browser (a software application used to locate and display Web pages). The browser stores the message in a text file. The message is then sent back to the server each time the browser requests a page from the server.

The main purpose of cookies is to identify users and possibly prepare customized Web pages for them. Cookies may also collect demographic information, track information on how often the Web site is used or number of visitors to certain Web pages within a Web site. When you enter a Web site using cookies, you may be asked to fill out a form providing such information as your name and address. This information is packaged into a cookie and sent to your Web browser which stores it for later use. The next time you go to the same Web site, your browser will send the cookie to the Web server (in this case Hansen's Web server). The server can use this information to present you with custom Web pages. So, for example, instead of seeing just a generic welcome page you might see a welcome page with your name on it. A good example of how a cookie can work for you is when a Web site where you have purchased product or items before recommends other items or can display previous purchases.

Do Cookies Compromise Security?

Cookies do not act maliciously on computer systems. They are merely text files that can be deleted at any time - they are not plug-ins nor are they programs. Cookies cannot be used to spread viruses and they cannot access your hard drive. This does not mean that cookies are not relevant to a user's privacy and anonymity on the Internet. Cookies cannot read your hard drive to find out information about you; however, any personal information that you give to a Web site, including credit card information, will most likely be stored in a cookie unless you have turned off the cookie feature in your browser. In only this way are cookies a threat to privacy. The cookie will only contain information that you freely provide to a Web site. If the cookie is deleted, each time you go to a Web site where you have requested the site to SAVE certain information, that information will not be stored or available. Each time you will be required to enter in the information required.

Cookies have six parameters that can be passed to them:

- 1) The **name** of the cookie.
- 2) The **value** of the cookie.
- 3) The **expiration date** of the cookie - this determines how long the cookie will remain active in your browser.
- 4) The **path** the cookie is valid for - this sets the [URL](#) path the cookie is valid in. Web pages outside of that path cannot use the cookie.
- 5) The **domain** the cookie is valid for - this takes the path parameter one step further. This makes the cookie accessible to pages on any of the [servers](#) when a site uses multiple servers in a [domain](#).
- 6) The need for a **secure** connection - this indicates that the cookie can only be used under a secure server condition, such as a site using [SSL](#).

Both Netscape and Microsoft Internet Explorer (IE) can be set to reject cookies if the user prefers to use the Internet without enabling cookies to be stored.

In Netscape, follow the **Edit/Preferences/Advanced** menu and in IE, follow the **Tools/Internet Options/Security** menu to set cookie preferences.

For more information, see:

<http://www.epic.org/privacy/internet/cookies/>

<http://www.cookiecentral.com/faq/>

We cannot vouch for the effectiveness of any of these links. You can find at Amazon.com a variety of books about cookies in general. The Federal Trade Commission provides useful information about e-commerce and the Internet at the following link:

<http://www.ftc.gov/bcp/menu-internet.htm>

RumbaEnergyJuice.com Cookies

The cookies RumbaEnergyJuice.com e-Store use are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and to provide features such as storage of items in your Shopping Cart between visits. RumbaEnergyJuice.com e-Store cookies will remain _____ active in your browser. The path of the RumbaEnergyJuice.com e-Store cookie is valid for only _____. Web pages outside of this path cannot use the cookie. The domain the RumbaEnergyJuice.com e-Store cookie is valid for _____. This makes the cookie accessible to pages only on Hansen servers. RumbaEnergyJuice.com e-Store uses a secure connection for RumbaEnergyJuice.com e-Store cookies and can only be used under a secure server condition, such as SSL that RumbaEnergyJuice.com e-Store is using.

The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. However, cookies allow you to take full advantage of some of RumbaEnergyJuice.com Online Store's coolest features, and we recommend that you leave them turned on.

Does RumbaEnergyJuice.com Share the Information It Receives?

Information about our customers is an important part of our business, and we are not in the business of selling it to others. We share customer information only with associates of Hansen. Hansen's e-Store is integrated with UPS (www.ups.com). Customer address information is automatically transferred from our Server to a UPS shipping computer terminal in our Corona warehouse for UPS shipping and tracking, to allow customers to track their orders online at the UPS.com Web site, using the tracking number emailed to each customer when the order is shipped.

Agents: We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and email, removing repetitive information from customer's lists, analyzing data, providing marketing assistance, providing search results and links, processing credit card payments and providing customer services. They have access to personal information needed to perform their functions, but may not use it for other

Business Transfers: As we continue to develop our business, we might sell or buy other beverage or food businesses. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Notice. Also, in the unlikely event that Hansen is acquired, customer information will of course be one of the transferred assets.

How Secure Is Information About Me? We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. We reveal only the last five digits of your credit card numbers when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer. [Click here \(6\)](#) for more information on how to sign off.

Which Information Can I Access?

RumbaEnergyJuice.com gives you access to a broad range of information about your account and your interactions with RumbaEnergyJuice.com for the limited purpose of viewing and, in certain cases, updating that information.

What Choices Do I Have?

As discussed above, you can always choose not to provide information, even though it might be needed to make a purchase or to take advantage of some of the Hansens.com e-Store features. You can add to or update certain information in your account under Account Information and User Profile pages of the Hansens.com e-Store. When you update information, we usually keep a copy of the prior version for our records.

The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

Federal Trade Commission (FTC) provides useful information about online privacy on its own Web site,

<http://www.ftc.gov/bcp/conline/pubs/online/sitesee.htm>.

Children

Hansen does not sell product to children. If you are under eighteen (18), you may use Hansens.com e-Store only with the involvement of a parent or legal guardian.

Conditions of Use, Notices, and Revisions

If you choose to visit RumbaEnergyJuice.com, your visit and any dispute over privacy is subject to these e-Store Terms & Conditions, Privacy & Security Statement and our separate [Terms and Conditions - General and Privacy Policy – General](#), including limitations on damages, arbitration of disputes. If you have any concern about privacy at RumbaEnergyJuice.com, please [contact us \(8\)](#) (link to email customer.service@RumbaEnergyJuice.com) with a thorough description, and we will try to resolve it.

As our business changes these e-Store Terms & Conditions Privacy & Security Statement and our separate [Terms and Conditions – General and Privacy Policy – General \(9\)](#) may also change. You should check our Web site frequently to see recent changes. Unless stated otherwise, our current Privacy & Security Statement applies to all information that we have about you and your account.

(1) Information You Give Us

You provide most such information when you search, buy, participate in a contest or questionnaire, or communicate with our customer service. For example, you provide information when you search for a product; place an order through RumbaEnergyJuice.com; provide information in [Account Information](#) (and you might have more than one if you have used more than one email address when shopping with us); communicate with us by phone, email, or otherwise; complete a questionnaire or a contest entry form.

As a result of those actions, you might supply us with such information as your name, address, and phone numbers; credit card information; people to whom purchases have been shipped, including addresses and phone number; people (with addresses and phone numbers); content of emails you send to us.

(2) Automatic Information

Examples of the information we may collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; email address; password; computer and connection information such as browser type and version, operating system, and platform; purchase history, which we sometimes aggregate with similar information from other customers to create reports for features and keeping our Web Store up-to-date and modern, the full Uniform Resource Locator (URL) click stream to, through, and from our Web site, including date and time; cookie number; products you viewed or searched for; and the phone number you used to call our 800 number. During some visits we may use software tools such as JavaScript to measure and

collect session information, including page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

Information from Other Sources

Examples of information we receive from other sources include updated delivery and address information from our carriers or other third parties, which we use to correct our records and deliver your next purchase or communication more easily; account information, purchase or redemption information, and page-view information from some merchants with which we operate co-branded businesses (such as RumbaEnergyJuice.com) or for which we provide technical, fulfillment, advertising, or other services; search results and links, including paid listings (such as Sponsored Links from Google); and credit history information from credit bureaus, which we use to help prevent and detect fraud and to offer certain credit or financial services to some customers.

Information You Can Access

Examples of information you can access easily at RumbaEnergyJuice.com include up-to-date information regarding recent orders; personally identifiable information (including name, email, password, communications preferences, address) payment settings (including credit card information, gift certificate, gift card and shopping cart balances).

(5) Protecting Your Password

You are the key to safeguarding the confidentiality of your information. To protect your data, you must supply a password to sign in and order product from Hansens.com e-Store. This password should be changed every forty-five to ninety days (45-90).

(5) Password Tips

Do not use family member names, words associated with known interests, or items on or around your PC or work area. It is recommended you use “nonsense words”, misspelled words, words not generally found in a dictionary. Acronyms from short phrases can be used (example: My Name Has 5 Letters In It – MNH5LII). Passwords are case sensitive, so if you type in all caps, the password is saved in all caps. You should never reveal your password to anyone. You should not write your password down, display it, or in any way make it accessible to others. Your user account is for your use only. Hansen will not ask you for your password. If you receive a phone call or email from someone asking you for your password, immediately end the conversation and notify Hansen’s customer service immediately at customer.service@RumbaEnergyJuice.com.

Other Steps to Protecting Your Information

Do not walk away from your computer in the middle of an active Hansens.com e-Store order or session. If you are logged on, and walk away, anyone can sit down at your computer and have immediate access to your information. Always remember to log off when you are finished with your order or session. We strongly recommend that you clear your browser's cache after you leave the Hansens.com e-Store site. This prevents someone else from being able to view your account information that is temporarily stored on your computer. You can clear your cache two ways.

- 1) Close down your browser and then re-initialize it, or
- 2) Without closing your browser, by using the instructions provided in your browser's online help system, or your browser's preferences menu.

For maximum security when viewing your account information over the Internet, we strongly recommend that you use a browser with 128-bit U.S. security level encryption. Copy and post the following link in your browser to search www.google.com for 128-bit encryption downloads.

<http://www.google.com/search?hl=en&ie=UTF-8&q=128-bit+encryption&btnG=Google+Search>

RELATED PRACTICES AND INFORMATION

Safe and Secure Online Transactions

Hansen is concerned about the safety and security of our customers. As such, we have put into practice a number of protections to ensure that your transactions with us process safe and secure and your information is secure and confidential.

Please keep in mind that customer protection is a two-way practice, caution should always be used. [Click here \(5\)](#) for information on protecting your password and tips on creating passwords.

Hansen will never email or call a customer to and ask that they disclose or verify personal information such as credit card number, address, password or such. Such information should only be submitted when ordering product online, contacting Hansen directly, or updating Account Information online.

(10) SAFE SHOPPING

Shopping at Hansen.com e-Store is safe. We wouldn't have it any other way, nor would we selling our products online without safe, secure and confidential credit card transactions.

Our Secure Sockets Layer (SSL) software is industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, address, so that it cannot be read as the information travels over the internet.

(6) SIGNING OUT

If you are using a public terminal (computer), you will want to log off, or sign out, before you leave the terminal (computer). To do this, click the “Sign Out” icon in the upper-right corner of the Hansens.com e-Store Web page, or close your active Web browser application.

EMAIL SPAM AND SPOOFING

Spam

Spam is electronic junk mail or junk newsgroup postings. Some people define spam even more generally as any unsolicited email. Spam is generally email advertising for some product sent to a mass email listing.

In addition to wasting people's time with unwanted e-mail, spam also eats up a lot of network bandwidth. Consequently, there are many organizations, as well as individuals, who have taken it upon themselves to fight spam with a variety of techniques. But because the Internet is public, there is really little that can be done to prevent spam, just as it is impossible to prevent junk mail. However, some online services have instituted policies to prevent spammers from spamming their subscribers.

For more information:

<http://spam.abuse.net/>

<http://digital.net/~gandalf/spamfaq.html>

<http://www.spamanti.net/>

<http://www.spamhaus.org/index.lasso>

We cannot vouch for the effectiveness of any of links or web sites. You can find at Amazon.com a variety of books about Spam in general on the Web. The Federal Trade Commission provides useful information about online privacy on its own Web site,

<http://www.ftc.gov/bcp/online/edcams/spam/consumer.htm>

Spam and Spoofed/Spoofing, email

Hansen is concerned with email forgeries, also known as “spoofing”, that affects our customers. IP spoofing is a technique used to gain unauthorized access to computers. Spoofing is where the intruder sends messages, usually via email, to a computer with an IP address indicating that the message is coming from a trusted host, or known email address. Hansen is trying every effort to eliminate or reduce the amount of email spoofing of RumbaEnergyJuice.com. If at any time you believe an email might be a forgery or spoofed email from RumbaEnergyJuice.com, please contact customer.service@RumbaEnergyJuice.com, type Spoof Email in the subject.

Report RumbaEnergyJuice.com spoofed emails to Hansen

Send the original spoofed email as an attachment to customer.service@RumbaEnergyJuice.com. Sending the email as an attachment is the best way to preserve the “header information”, which makes it easier for Hansen to trace the true origin of the forgery. Please type Spoof Email in the subject.

If you cannot send the forged email as an attachment, forward the email to customer.service@RumbaEnergyJuice.com and include as much information and header information as you are able to maintain. To find the header information, configure your email program to show All Headers (this varies from program to program). The headers we need are well labeled and look something like this:

```
X-Sender: someone@domain.com
X-Sender-IP: [10.1.2.3]
X-Date: Tue, 08 Apr 2003 21:02:08 +0000 (UTC)
X-Recipient: you@domain.com
X-UUID: 1
```

Please understand that Hansen will not be able to respond to all RumbaEnergyJuice.com emails it receives through the customer.service@RumbaEnergyJuice.com mailbox, nor emails that are spoofed from other entities other than RumbaEnergyJuice.com. If you have specific questions about an order or other customer concerns, check the Help section of our Web Site.

Customer Tips

Never respond to requests for personal information that may be contained in the forged email. Likewise, never follow any instructions contained in the forged email that claim to provide a method for “unsubscribe”. Many spammers and spoofers use these “unsubscribe” processes to create a list of valid, working email addresses.

A number of online Web sites offer direction on where to report suspected spam and spoofing emails.

The following link is to a search on Google for spoofed email reporting.

<http://www.google.com/search?hl=en&lr=&ie=UTF-8&q=spoofed+email+reporting>

We cannot vouch for the effectiveness of the above link or any web site online that advertise where to report spam and spoofed email. Hansen just wanted to inform its customers of the options and tools available online. The best option is to contact your ISP (Internet Service Provider).

YOUR RUMBAENERGYJUICE.COM BILL OF RIGHTS

RumbaEnergyJuice.com e-Store protects you while you shop at RumbaEnergyJuice.com e-Store, so that you never have to worry about credit card safety.

Every transaction you make at RumbaEnergyJuice.com e-Store will be safe.

Hansen knows that you care about how information about you is used and shared. We appreciate the trust that you place in us and ordering on RumbaEnergyJuice.com e-Store with your credit card information. That's why we post a Privacy & Security Statement as part of our e-Store Terms & Conditions in addition to Hansen's separate Terms and Conditions - General & Privacy Policy – General in our e-Store and on our RumbaEnergyJuice.com Web site respectively. Our Privacy & Security Statement & Privacy Policy – General explain what information we collect from you when you order or visit our Web site. The terms and conditions of using and visiting our Web site are set out separately and your choices as a customer of Hansen with respect to that information that is collected is also provided. For more details [click here \(11\)](#) to read the Hansen Privacy Policy – General and Terms and Conditions - General.

TERMS AND CONDITIONS – HANSENERGYJUICE.COM E-STORE

Conditions of Use

Welcome to RumbaEnergyJuice.com e-Store. RumbaEnergyJuice.com e-Store provides product shipment where you might not otherwise be able to find certain Hansen products in grocery, convenience stores, etc. locations near you. RumbaEnergyJuice.com e-Store provides this service to you subject to the following conditions. If you visit RumbaEnergyJuice.com or shop at RumbaEnergyJuice.com e-Store, you accept these conditions. Please read them carefully. In addition, when you use any current or future RumbaEnergyJuice.com or e-Store service or purchase from any business affiliated with Hansen, whether or not included in the RumbaEnergyJuice.com Web site or e-Store, you will also be subject to the guidelines and conditions applicable to such service or business.

Privacy

Please review our Hansen e-Store Terms and Conditions, Privacy & Security Statement, and separate Privacy Policy – General which also govern your visit to RumbaEnergyJuice.com and our e-Store, to understand our practices.

Electronic Communications

When you visit RumbaEnergyJuice.com or the e-Store or send us emails, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on RumbaEnergyJuice.com or the e-Store. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Access to RumbaEnergyJuice.com e-Store

Access to the RumbaEnergyJuice.com e-Store is granted to a customer upon completion of a User Profile in the RumbaEnergyJuice.com e-Store Account Information page.

Access Restricted, Acceptance of Terms

Access to RumbaEnergyJuice.com e-Store Account Information is restricted to customers with authorized User Profiles. Accessing the RumbaEnergyJuice.com e-Store Account Information and User Profile acknowledges authorization to do so, authorization to contractually bind the user, and the user's agreement to contract electronically. Accessing the RumbaEnergyJuice.com e-Store Account Information and User Profile acknowledges user's review and acceptance of these e-Store Terms and Conditions, Privacy & Security Statement.

Recourse in the Event of Breach of the RumbaEnergyJuice.com e-Store Terms and Conditions

Your RumbaEnergyJuice.com e-Store Terms and Conditions Agreement is a legally binding contract between your company and yourself. Breach of any of the terms of this agreement may result in the nullification of the Agreement, revocation of access to the RumbaEnergyJuice.com e-Store, and the possibility of legal action.

Company Direction On Outsourcing Data

Please review the Third Party Vendor Policy (12), dated _____, which is incorporated herein by reference. In essence, that policy stipulates the following:

Effective immediately, any customer of RumbaEnergyJuice.com e-Store who is identified as providing their user login id or password to a third party will have their access and privileges to view our data terminated.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

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Applicable Law

By visiting RumbaEnergyJuice.com, you agree that the laws of the state of California, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any nature that might arise between you and Hansen.

Hardware And Software Requirements

RumbaEnergyJuice.com and the e-Store are best used with Netscape Navigator browser 4.0 and above or Microsoft Internet Explorer browser 4.0 and above. Hansens.com e-Store may be used with both Macintosh or PC compatible hardware and operating systems.

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and edit or remove any activity or content. Hansen takes no responsibility and assumes no liability for any content posted by you or any third party.

Risk Of Loss

All items purchased from RumbaEnergyJuice.com e-Store are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier (UPS).

Product Descriptions

Hansen and its affiliates attempt to be as accurate as possible. However, Hansen does not warrant that product descriptions or other content of the RumbaEnergyJuice.com e-Store is accurate, complete, reliable, current, or error-free. If a product offered by RumbaEnergyJuice.com e-Store itself is not as described, please contact customer service at customer.service@RumbaEnergyJuice.com or 1-800-Hansens.

Returns

Due to the nature of our product, Hansen does not accept returns for product ordered on the RumbaEnergyJuice.com e-Store Web site. If you have any questions, please contact customer service at customer.service@RumbaEnergyJuice.com or 1-800-Hansens.

Refunds

Hansen will only process refunds with respect to product purchased from our e-Store. Refunds are only authorized on incorrect shipments where the error is on our part or UPS. The product cannot have been purchased at a grocery store, club store, distributor, or anywhere else, etc. Any issues or concerns with such products will have to be reported to where the product was purchased.

What If We Ship An Incorrect Product?

If we ship soda when you have ordered energy, please contact customer service at customer.service@RumbaEnergyJuice.com or 1-800-Hansens. A Refund will be issued for the incorrect product shipped (if your credit card was charged incorrectly) and the correct product will be shipped and charged immediately.

(4) Pricing

Except where noted otherwise, the List Price displayed for products on the Hansens.com e-Store represents the full price for the product itself excluding freight and container/redemption tax.

The List Price is a comparative price estimate and may or may not represent the prevailing price in every area on any particular day.

With respect to products sold by Hansens.com e-Store, we cannot confirm the freight charges for any item until you order; however, we do NOT charge your credit card until after your order has entered the shipping process. Despite our best efforts, a small number of the items in our catalog may be miss-priced. If we discover a miss-pricing, we will do one of the following:

- If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item.
- If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Please note that this policy applies only to products sold and shipped by Hansens.com e-Store.

Hansen reserves the right to limit quantities of any product/s that may be purchased from the Hansen.com e-Store in its sole discretion and to decline to ship any product/s to any person outside the continental United States of America.

Disputes

Any dispute relating in any way to your visit to RumbaEnergyJuice.com or the e-Store or to the purchase of any products from Hansens.com e-Store shall be submitted to binding arbitration conducted by JAMS/Endispute in Orange County, California except that, to the extent you have in any manner violated or threatened to violate Hansen Beverage Company's intellectual property rights, /or Hansen Beverage Company may seek injunctive or other appropriate relief in any state or federal court in the state of California or elsewhere, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of JAMS/Endispute. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Site Policies, Modification and Severability

Please review our other policies, such as our [Pricing \(4\)](#), posted on this site. These policies also govern your visit to RumbaEnergyJuice.com and RumbaEnergyJuice.com e-Store. We reserve the right to make changes to our site, policies, and these Terms and Conditions of use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

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