

## **AIWHITE PAGES OF AMARILLASINTERNET CORPORATION ACCEPTANCE OF TERMS “AGREEMENT”**

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**VIOLATIONS**

AMARILLASINTERNET CORPORATION, ("AiYellow", "we", or "us") provides this Web site: [www.wp.aiyellow.com](http://www.wp.aiyellow.com) (including the services offered on this Web site). We will refer to the Website as "AIWhite Pages", or the "Service". We will provide the Service to you, subject to the following terms and conditions referred to as the "Service Agreement", which may be updated or modified by us from time to time without notice to you; therefore you need to regularly check this agreement to stay up to date. Your use of the Service will confirm our agreement to these terms and conditions as well as your acceptance of the changes we make to the Service Agreement. In addition, when using particular AIYELLOW services subject to this Service Agreement, you and AIYELLOW shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are incorporated by reference into the Service Agreement.

Consequently, PLEASE READ THIS SERVICE AGREEMENT CAREFULLY BEFORE ACCESSING OR USING AIWHITE PAGES. BY ACCESSING OR USING AIWHITE PAGES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE AIWHITE PAGES. REMEMBER THAT AIYELLOW MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF AIWHITE PAGES SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

### **DESCRIPTION OF SERVICE**

AIWhite Pages is an online people directory service of information and communications services. Unless explicitly stated otherwise, any new features

that augment or enhance the current Service shall be subject to the Service Agreement. You understand and agree that the Service is provided "AS IS" and that we do not assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user provided content, communications, or personalization settings.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

### **REGISTRATION OBLIGATIONS**

Use of the Service may require you to register and obtain a password. In return for our enabling you to use the Service, you agree to: (a) provide true, accurate, current and complete information about yourself when necessary or as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

**Privacy;** AIWhite Pages is committed to protecting your privacy. The personal information you provide to us as part of any Offerings is governed by our Privacy Policy, please read it carefully to understand our information practices before using the Offerings.

### **MEMBER ACCOUNT, PASSWORD AND SECURITY**

When the particular service you use requires you to register as described above, you will also receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify AIYELLOW of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. AIYELLOW cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

### **USE OF THE SERVICE; MEMBER CONDUCT**

(a) You understand that all information, data, text, messages, postings, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. **This means that you, and not AIYELLOW, are entirely responsible for all Content that you upload, post, or otherwise transmit via the Service.** If you have included information available through the Service then you are responsible for making modifications or updating information to the extent there are errors or updates are required. For example, you are responsible for ensuring the accuracy of a residential listing in your name, or a business

directory or event that you have added. **AIYELLOW does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.** You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will AIYELLOW be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content (for example, if a phone number posted in AIWhite Pages is listed wrong), or for any loss or damage of any kind incurred as a result of the use of any Content posted, or otherwise transmitted via the Service. You agree not to change or delete any proprietary notices from directory listings downloaded from the Service.

You agree that you will not use the Service or the information obtained through the Service (including without limitation, directory or event listings):

- a. for solicitations, commercial or otherwise;
- b. for incorporation into a commercial product or service;
- c. to download directory listings or other information by using any AiYellow of automated means;
- d. for the purposes of soliciting, offending or harassing any person or persons;
- e. to alter the directory listings, event listings, or other information, or enter additional listings or Content which in any way: (i) are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, (ii) violates any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of another, or (iii) are known to be false or misleading at the time of entry.
- f. harm minors in any way;
- g. impersonate any person or entity, including, but not limited to, a AIYELLOW official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- h. provide any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- i. transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- k. intentionally or unintentionally violate any applicable local, state, national or international law.

(b) You acknowledge that AIYELLOW does not pre-screen Content, but that AIYELLOW and its designees shall have the right (but not the obligation) in their sole discretion to refuse, move or remove any Content that is available via the Service. Without limiting the foregoing, we shall have the right to remove any

Content that violates the Service Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by us or submitted to us.

(c) You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

### **PUBLIC CONTENT POSTED TO AIYELLOW**

(a) For purposes of the Service Agreement, "publicly accessible areas of the Service" are those accessible by the general public. By way of example, a publicly accessible area of the Service would include the residential directory listings in AIWhite Pages. **Please note that this Content may be seen by anyone using the Service.**

(b) With respect to all other Content you elect to post to publicly accessible areas of the Service, you grant AIYELLOW the world-wide royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) and/or to incorporate it in other works, in any form, media, or technology now known or later developed.

(c) You represent and warrant that you have all right, title and interest in, or otherwise have the right to publicly display all Content that you post to or transmit through the Service and that the Content you post to or transmit through the Service does not infringe, or dilute any third party right.

### **AIYELLOW'S RIGHTS AND REPRESENTATIONS**

(a) AIYELLOW reserves the right to deny access to you or any group of users to the Service, at its sole discretion, at any time. AIYELLOW also reserves the right to remove any listings or other information or Content from the Service at any time and at its sole discretion.

(b) AIYELLOW cannot and does not guarantee or warrant that files available for downloading through the Service will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

(c) AIYELLOW DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE, OR ANY MERCHANTS LISTED ON THE SERVICE, AND AIYELLOW SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY

FROM ANY SUCH TRANSACTION. AIYELLOW DOES NOT WARRANT THAT THE SERVICE WILL BE WWW.WP.AIYELLOW.COM, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. IN NO EVENT WILL AIYELLOW (OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, REPRESENTATIVES, DISTRIBUTORS OR AFFILIATES) BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE OR DOWNLOADED FROM THE SERVICE, EVEN IF AIYELLOW OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DIRECTORY OR EVENT LISTINGS OR INFORMATION DOWNLOADED THROUGH THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, AIYELLOW'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### **INDEMNITY**

You agree to indemnify and hold AIYELLOW, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the Service Agreement, or your violation of any rights of another.

#### **MODIFICATIONS TO SERVICE**

AIYELLOW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that AIYELLOW shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **TERMINATION**

You agree that AIYELLOW, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if AIYELLOW believes that you have violated or acted inconsistently with the letter or spirit of the Service Agreement. AIYELLOW may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Service Agreement may be effected without prior notice, and acknowledge and agree that AIYELLOW may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service.

Further, you agree that AIYELLOW shall not be liable to you or any third party for any termination of your access to the Service.

### **ADVERTISERS & PROMOTIONS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that AIYELLOW shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

### **LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because AIYELLOW has no control over such sites and resources, you acknowledge and agree that AIYELLOW is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that AIYELLOW shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

### **AIYELLOW'S PROPRIETARY RIGHTS AND IDEA SUBMISSIONS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by AIYELLOW or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

The compilations of the contents of the Service are copyrighted under the United States copyright laws. The owner of the copyright is AIYELLOW and in some cases a third party. AIYELLOW grants you a personal, non-transferable, non-sublicenseable, and non-exclusive right and license to print and download portions of directory or event listings from or other information found on the Service solely for your own non-commercial use. Any other copying, redistribution, retransmission, display or publication of any downloaded information is strictly prohibited without the express written consent of AIYELLOW.

You agree to grant to AIYELLOW a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, and publicly display any Content, including directory listings and other materials or information such as ideas contained therein for

new or improved products and services you submit to AIYELLOW (such as through posting to public areas or mailing to AIYELLOW) by all means and in any media now known or hereafter developed. You also agree to grant to AIYELLOW the right to use your name in connection with the submitted Content as well as in connection with all advertising, marketing and promotional material related thereto. You grant AIYELLOW non-exclusive, royalty-free, worldwide permission to implement or use in any manner and in any media any ideas or information contained in your communications. You further agree to release AIYELLOW from any claims of alleged or actual infringement, or misappropriation of any proprietary rights that may result from such implementation or use.

### **JURISDICTION & VENUE; WAIVER OF JURY TRIAL**

Any suit, action or other legal proceeding arising out of this Agreement shall be brought in the courts of the State of Florida. The parties to this Agreement hereby agree to, contract for and consent to the personal and subject matter jurisdiction of such court in any such suit, action or proceeding, and waive any objection which any of them may have to the laying of the venue of any such suit, action or proceeding in Miami Dade County, Florida. Except that, in the event that any suit, action or legal proceeding shall be brought in the Courts of the United States for the State of Florida and venue shall lay only in the United States District Court for the Southern District of Florida. The Affiliate hereby agrees that any controversy which may arise under this Agreement or out of the relationship established by this Agreement would involve complicated and difficult factual and legal issues and that, therefore, AFFILIATE HEREBY EXPRESSLY AGEES TO AND DOES HEREBY WAIVE HIS/HER RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR OUT OF THE INDEPENDENT AFFILIATE'S RELATIONSHIP WITH THE COMPANY, whether brought by the AIYellow against the Affiliate or by the Independent Affiliate, alone or in combination with others, against the AIYellow.

Notice; any notice required to be given pursuant to this Agreement shall be in writing and sent by certified mail, return receipt requested, as follows:

AmarillasInternet Corporation  
Attn: Legal Department  
990 Biscayne Blvd., Suite 503  
Miami, Florida 33132

As to Independent Affiliate: The address on file with the AIYellow legal department or service at the time the notice is given; or to such other person or address as the parties may give notice of in the future. Notices sent by facsimile transmission shall also comply with the requirements of this paragraph.

### **TRADEMARK NOTICES**

AIWhite Pages is a trademark and/or service marks of AIYELLOW. Other AIYELLOW products, services and company names mentioned herein and or applicable Company Web sites may be the trademarks and/or service works of AIYELLOW. Other product, service and company names mentioned herein may be the trademarks or service marks of their respective owners.

## **MISCELLANEOUS**

This Agreement shall all be governed and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida. This site is controlled and operated by AIYELLOW from its offices within the United States of America. AIYELLOW makes no representation that materials in the site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. AIYELLOW's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. AIYELLOW may assign its rights and duties under this Agreement to any party at any time without notice to you. The section titles in the Service Agreement are for convenience only and have no legal or contractual effect.

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## **VIOLATIONS**

Please report any violations of the Service Agreement to our Customer Care group by sending us paper mail to: [legal@aiyellow.com](mailto:legal@aiyellow.com)

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