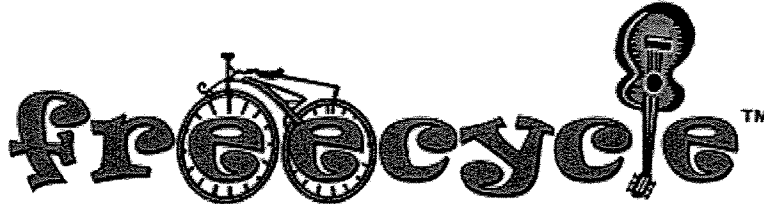


# EXHIBIT 27



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## 1. Yahoo Group Set-up Details

Congratulations! The coverage area for your new group has been approved! Your next step is to actually create your group! Please visit the **Yahoo! Groups Start A Group page** and follow the directions below. **\*You\* must set up your group first before proceeding. The Freecycle Network does \*not\* create the group for you.**

**Follow these directions. Here are the basic steps:**

Your Full Name:

Moderator Information

Make sure to enter it exactly as you did on the original application so we know it's you.

Your Email Address:

**Log in** to Yahoo Groups.

Create an account if you don't have one.

**Choose a category**

Click the link to start a new group and choose a category. We highly recommend "Recycling"

- Please fill in this form as you read these instructions. This information lets people who come to our site find your Freecycle group. **Use proper capitalization** and please **do not abbreviate words** unless asked to do so specifically.
- First, you'll need a name for your group. It's best to use your location and the word Freecycle. Make it short - "Genesee\_County\_MI\_Freecycle\_Network." is too long. Try "GeneseeMIFreecycle" instead...

<http://groups.yahoo.com/group/>

After you have chosen your web address on Yahoo, enter it here. DO NOT put the entire link (http://...) just the end of the address (such as GeneseeMIFreecycle as given in the example above). NOTE: If you submit the page in Yahoo and get an error telling you that the group name has already been taken, please choose a unique name in the Yahoo application **and** make sure to update it here as well.

Enter the city or county around which your group is centered (such as Genesee

Location Name (ie, your city)

County as given in the example above). This is the name people will see for your link. Do not include the words 'Freecycle' or 'Network' in this field or other words such as 'and surrounding areas'. Just include the main area. Please, keep it short and sweet.

State or Province

The full name of the state or province - like "Arizona", "Essex", "Quebec". Do not abbreviate. **(US, UK, Canada and Australia only - all others DO NOT fill in this blank)**

Country

The name of your country.

Zip/postal code

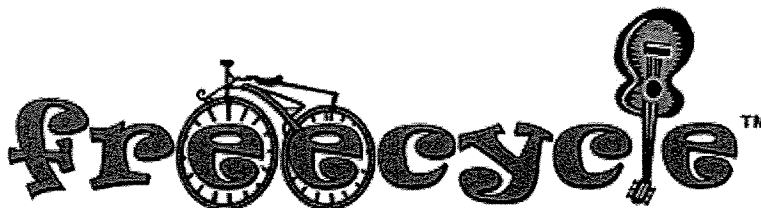
The most central zipcode in your area.

Region

Pick the region within which your group falls. (If you're not sure, please check **the Freecycle site.**)

Go to step 2

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## Important: Please read all instructions thoroughly!

### 2. More Yahoo Setup

IT IS STRONGLY SUGGESTED THAT ersatzfriend@freecycle.org IS A CO-OWNER OF YOUR GROUP. This is not a requirement of all Freecycle groups, but can help you and your group tremendously (see the reasons why below). Here's how to make ersatzfriend a co-owner:

1. ) Look to the left of the homepage and click on "Invite"
2. ) On the Invite screen at the bottom will be a link that says "Add Members"< br/>
3. ) Click the "add members" link
4. ) Follow the instructions to add that email address as a member
5. ) When ersatzfriend shows up on the member list (which can take a couple of hours), make sure the ID is set to "no mail"
6. ) Send an email to addef@freecycle.org with a link to your group and 'Add profile please' as the subject line
7. ) Within the next two days, the profile will be added, which will allow you to promote to owner.

Follow the instructions below to promote to owner:

1. ) Click on "Members" in the left-hand column on the home page.
2. ) Search for ersatzfriend
3. ) Click on "Edit" for ersatzfriend
4. ) Click on "Change to Owner"
5. ) Make sure both "notify" boxes are NOT checked and then click "make owner". Make sure to save your changes.

The ersatzfriend ID can save us a lot of time and effort when there are problems that can't be solved locally. For example, someone may report your ID to Yahoo, which has been known to respond by locking out owners. Or perhaps, as has happened in the past, owners leave their groups, and forget to include a forwarding address or appoint another person to be the owner. If we all have ersatzfriend@freecycle.org as a co-owner we're all protected.

Also and more importantly, it's about trust. We trust you to own a Freecycle group as a representative of The Freecycle Network and to follow the basic rules, and you trust us by making ersatzfriend@freecycle.org a co-owner.

### i. Change Group Description

On the Yahoo Groups website, under  
**Management / Group Settings / Description and Appearance**

Make sure to edit the text as needed. In the text below, there might be a place or two that say '**Yourtown** Freecycle™'; ' or '**yourtownfreecycle**'. You **MUST** replace this with the appropriate name for your group.

Choose 'Edit' under the description setting and copy and paste the following:

```
freecycle.org</b> |                    |

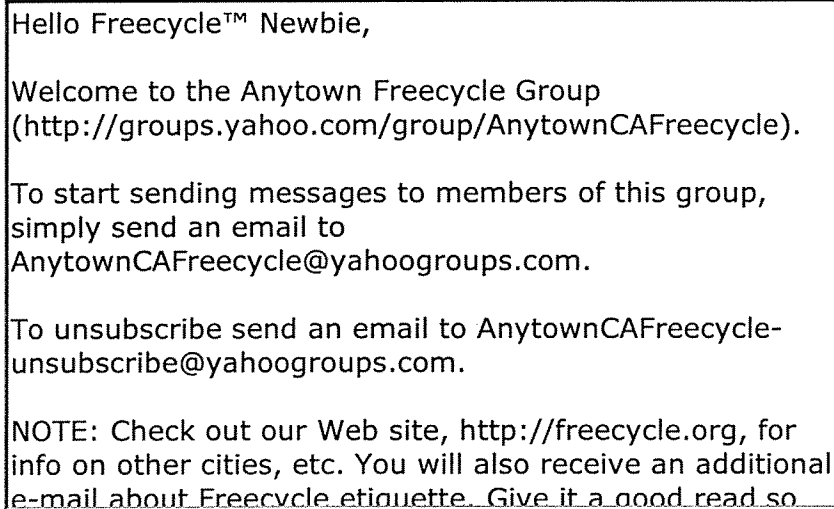
You will be asked by Yahoo either to invite new members or customize your group. Choose 'Customize' and say yes to everything during the customization process, except that you will need to uncheck the box "responses to group" and check the box **"responses to individuals"**.

## ii. Change Intro Letter

When someone sends an e-mail to anytowncafreecycle-subscribe@yahoogroups.com or joins directly on the webpage, they get an automatically generated e-mail back from yahoo groups that tells them how to become a member.

You can change that letter to personalize it. It is highly recommended that you do so, as this is the first note new members get when they join your group. You can change the letter on your group's site under **Management / Group Settings / Membership** (and click on "edit" here). Copy and paste the text below into **Welcome Message** (edit as you see fit).

Note: The letter can only be so big due to Yahoo!Groups limitations.



Hello Freecycle™ Newbie,

Welcome to the Anytown Freecycle Group  
(<http://groups.yahoo.com/group/AnytownCAFreecycle>).

To start sending messages to members of this group,  
simply send an email to  
[AnytownCAFreecycle@yahoogroups.com](mailto:AnytownCAFreecycle@yahoogroups.com).

To unsubscribe send an email to [AnytownCAFreecycle-unsubscribe@yahoogroups.com](mailto:AnytownCAFreecycle-unsubscribe@yahoogroups.com).

NOTE: Check out our Web site, <http://freecycle.org>, for  
info on other cities, etc. You will also receive an additional  
e-mail about Freecycle etiquette. Give it a good read so

## iii. Freecycle™ Etiquette

Copy and Paste the text below to the **Files** section and set it to be sent on joining and every month or so.



Dear Freecycle™ Member,

Thanks for being a part of The (ever-expanding) Freecycle Network. We're changing the world one gift at a time! This message is sent to all subscribers upon joining, and periodically thereafter to the entire list. If this message hasn't been updated since the last time you read it, feel free to move on to the next post. Date of last update: August 3 2007

If you're new to the group or want a quick refresher on making the most of our Freecycle group, please read on! This message contains essential knowledge for all Freecycle members and will answer MANY common new-user questions, so please take the time to read it through.

#### iv. Add the Freecycle Disclaimer

All groups must display this disclaimer, notifying members that their safety is their own responsibility when using Freecycle. Copy and Paste the text below to the **Files** section and set it to be sent on joining and every month or so.

Please read the following completely!

FREecycle(TM) NETWORK MEMBERS USE THE LIST AT THEIR OWN RISK. Please take reasonable measures to protect your safety and privacy when posting to the list or participating in an exchange. By joining the list, you agree to hold neither the list owners and moderators nor anyone affiliated with The Freecycle Network responsible or liable for any circumstance resulting from a Freecycle exchange or communication.

SAFETY. Be aware! It is up to each individual member of a Freecycle group when arranging for pickup of the item being given away to be appropriately aware of the potential risk of having "a stranger" come to your home to

#### v. Add a Farewell Letter

Final step for setting up your group is adding the farewell letter. Go to the **Files** section of your webpage. Click on **Create a Text File**. Click on the button **Send on unsubscribe**. Then paste in text like this:

Dear Freecycle™ Alumnus,

Thanks for having helped to make The Freecycle Network the special thing that it is. Now that you have unsubscribed, please realize that it can take Yahoo Groups up to 3 days to process. Our apologies for the delay.

Trying to unsubscribe or switch to "no e-mails" or any other change generally delays the process even more (add a day for each additional change). Best advice: grin and bear it and you'll be free soon to continue your life beyond our little community online.

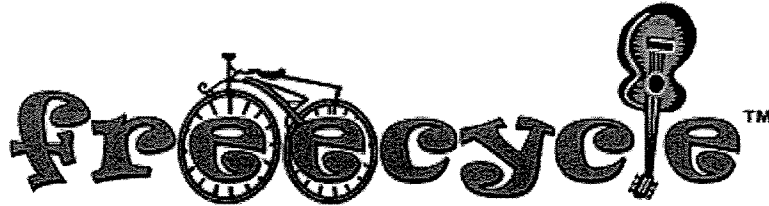
May all your journeys be safe ones...

[Go to step 3](#)

Please note that use of the materials provided to you in this process (including files, emails, and the Freecycle™ logo and name) is reserved for approved Freecycle groups. You may use them freely while involved in the approval process, but if you are notified that your group has not been approved, please note that the name Freecycle, any variation thereof, and any materials made available to you on this site or in this process (whether used verbatim or altered) must be removed from your group immediately (or your group must be deleted immediately). Thank you.

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### **Important: Please read all instructions thoroughly!**

#### **3. Oath of Honor**

You are now ready for the oath of honor: THE OATH OF HONOR: [read after me]

I, (State your Name), pledge to be a really nice and patient person when moderating our new Freecycle group.

I promise to use the Freecycle name only for our noncommercial yahoo group.

I will remain open to input from members or the occasional democratic polling of your members, but will know when to make the tough calls and decisions in order to spare the rest the long debates.

With great honor I shall also keep spam, ads and money-makers out of my group with the "two strikes, you're out" rule.

I'll suggest people give preference to nonprofits when giving stuff away.

And, finally, I shall come clean of my pack rat ways and clean out my own garage before asking the same of others.

☐ **I agree to the above terms to the general rules in bold in the FAQ section of the freecycle.org site and understand that by submitting this form, I acknowledge to abide by the Oath and the other requirements of all Freecycle groups (no full moderation and everything offered or requested must be free, legal, and appropriate for all ages).**

**Send us your info**

**Verify the information below and click "Send". We will then look over the information you have provided and add your site to the database.**

**NOTE: Please do not advertise or promote your new group until you have been contacted by your area's New**

**Group Approver (NGA) and they have assured you that your group will be listed on Freecycle.org.**

**IMPORTANT: Please do not submit your group with this form until you have set it up with Yahoo per the previous instructions, or it will not be approved.**

**Thank you!**

Yahoo group:

Descriptive Name:

State:

Country:

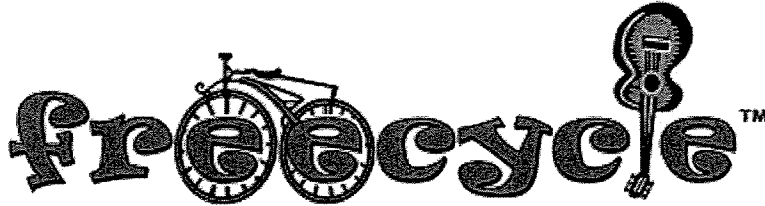
Zipcode:

Region:

Moderator Name:

Moderator Email:

Please note that use of the materials provided to you in this process (including files, emails, and the Freecycle logo and name) is reserved for approved Freecycle groups. You may use them freely while involved in the approval process, but if you are notified that your group has not been approved, please note that the name Freecycle, any variation thereof, and any materials made available to you on this site or in this process (whether used verbatim or altered) must be removed from your group immediately (or your group must be deleted immediately). Thank you.



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## Terms of Service

### 1. Acceptance of Terms

The Freecycle Network™ provides online resources, including free gift-item postings, and various email and board posting services, (referred to hereafter as "the Service") subject to the following Terms of Use ("Terms"), which may be updated by The Freecycle Network from time to time. The Freecycle Network will provide notice of materially significant changes to the Term by posting notice on The Freecycle Network site. You can review the most current version of the Terms at **Terms of Service**. By using the Service in any way, you are agreeing to comply with these Terms. In addition, when using particular Freecycle Network services, you agree to abide by any applicable posted guidelines for all Freecycle Network services, which may change from time to time. Should you object to any term or condition of these Terms, any guidelines, or any subsequent modifications thereto or become dissatisfied with The Freecycle Network in any way, your only recourse is to immediately discontinue use of The Freecycle Network.

### 2. Content

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for all Content that you post, email or otherwise make available via the Service. You understand that The Freecycle Network does not control, and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, The Freecycle Network site and Content available through the Service may contain links to other websites, which are completely independent of The Freecycle Network. The Freecycle Network makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will The Freecycle Network be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that The Freecycle Network does not

pre-screen or approve Content, but that The Freecycle Network shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the Terms or for any other reason. Should you be a moderator of a local group, you agree to abide by all Terms as well as the rules noted in bold on Freecycle.org within the FAQ section. Should you not do so, you will be asked to step down and remove yourself from the role of moderator and/or owner of the local Freecycle group. The local members are Freecycle members to which you volunteer to provide moderating services as a steward.

### 3. Privacy and Information Disclosure

The Freecycle Network has established a Privacy Policy to explain to users how their information is collected and used, located at **Privacy Statement**. Your use of The Freecycle Network website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that The Freecycle Network may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce these Terms; respond to claims that any Content violates the rights of third-parties; or protect the rights, property, or personal safety of The Freecycle Network, its users or the general public.

### 4. Conduct

You agree not to post, email, or otherwise make available Content:

- that impersonates any person or entity, including, but not limited to, a The Freecycle Network employee, or falsely states or otherwise misrepresents your affiliation with a person or entity;
- that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
- that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships.
- that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement.
- that constitutes or contains any form of advertising or solicitation if (1) posted in areas of The Freecycle Network sites; or (2) emailed to The Freecycle Network users who have requested not to be contacted about other services, products or commercial interests.
- that constitutes posting essentially the same item or service to several local groups simultaneously.
- that includes links to commercial services or web sites.
- that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by law.

- 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;
- that disrupts the normal function of the site via an excessive number of messages (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
- that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

- contact anyone who has asked not to be contacted;
- "stalk" or otherwise harass anyone;
- collect personal data about other users for commercial or unlawful purposes;
- transmit through the service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or any kind or nature.
- use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - exception is made for internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file;
- purposefully post Content in a irrelevant category or city, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure; or
- attempt to gain unauthorized access to The Freecycle Network's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or The Freecycle Network website.

## **5. No Spam Policy**

You understand and agree that sending unsolicited email advertisements to The Freecycle Network email addresses or through The Freecycle Network computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in Arizona. Any unauthorized use of The Freecycle Network computer systems is a violation of these Terms and certain federal and state laws. Such violations may subject the sender and his or her agents to civil and criminal penalties.

## **6. Limitations on Service**

You acknowledge that The Freecycle Network may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that The Freecycle Network has no



responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that The Freecycle Network reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that The Freecycle Network shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **7. Termination of Service**

You agree that The Freecycle Network, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if The Freecycle Network believes that you have acted inconsistently with the letter or spirit of the Terms. Further, you agree that The Freecycle Network shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. Sections 2, 4, 6 and 9-13 shall survive termination of these Terms.

## **8. Dealings with Organizations and Individuals**

Your interactions with organizations and/or individuals found on or through the Service, including arrangement and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You agree that The Freecycle Network shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you understand and agree that The Freecycle Network is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release The Freecycle Network, its officers, employees, volunteers, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## **9. Proprietary Rights**

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative



works from or redistribution of the Sites or the collective work is prohibited. Copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited. You further agree not to reproduce, duplicate or copy Content from the Service, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. All portions of the Freecycle.org site are copyright 2004 by The Freecycle Network. Although The Freecycle Network does not claim ownership of content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to The Freecycle Network an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing.

## **10. Disclaimer of Warranties**

YOU AGREE THAT USE OF THE FREECYCLE NETWORK SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE FREECYCLE NETWORK SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, THE FREECYCLE NETWORK DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE FREECYCLE NETWORK SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE FREECYCLE NETWORK DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR POSTED ON THE FREECYCLE NETWORK SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE FREECYCLE NETWORK SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE FREECYCLE NETWORK DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE FREECYCLE NETWORK SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

## **11. Limitations of Liability**

UNDER NO CIRCUMSTANCES SHALL THE FREECYCLE NETWORK BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE FREECYCLE NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE FREECYCLE NETWORK SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE FREECYCLE NETWORK

SITE OR THE SERVICE, FROM INABILITY TO USE THE FREECYCLE NETWORK SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE FREECYCLE NETWORK SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE FREECYCLE NETWORK SITE OR THE SERVICE OR ANY LINKS ON THE FREECYCLE NETWORK SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE FREECYCLE NETWORK SITE OR THE SERVICE OR ANY LINKS ON THE FREECYCLE NETWORK SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdiction, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

## **12. Indemnity**

You agree to indemnify and hold The Freecycle Network, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the Terms, your breach of any of the representations and warranties herein, or your violation of any rights of another.

Rating system:

Only the members involved in a transaction may post a rating. Rating system is associated with a specific gifting transaction. You agree to accurately describe and be truthful in your transaction. You may at no time be slanderous, rude, vulgar or otherwise derogatory of another member. Freecycle is not responsible for user-generated content. Ratings are limited to a non-textual checkbox for show / no show as applies to the intended recipient of an item or service.

## **13. General Information**

**The Terms constitute the entire agreement between you and The Freecycle Network and govern your use of the Service, superceding any prior agreements between you and The Freecycle Network. The Terms and the relationship between you and The Freecycle Network shall be governed by the laws of the State of Arizona without regard to its conflict of law provisions. You and The Freecycle Network agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Pima, Arizona. The failure of The Freecycle Network to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You**

**agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.**

#### **14. Feedback**

**We welcome your feedback on this document. Please contact us at [info@freecycle.org](mailto:info@freecycle.org).**

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# YAHOO! TERMS

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## Yahoo! Terms of Service

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## Yahoo! Terms of Service

### 1. ACCEPTANCE OF TERMS

Yahoo! Inc. ("Yahoo!") welcomes you. Yahoo! provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at:

<http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html> . In addition, when using particular Yahoo! owned or operated services, you and Yahoo! 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 (including but not limited to our [Spam Policy](#)) are hereby incorporated by reference into the TOS. Yahoo! may also offer other services that are governed by different Terms of Service. For instance, different terms apply to homesteaders on [Yahoo! GeoCities](#) or members of [AT&T Yahoo! Dial](#) or [AT&T Yahoo! High Speed](#).

### 2. DESCRIPTION OF SERVICE

Yahoo! provides users with access to a rich collection of resources, including various communications tools, forums, shopping services, search services, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Yahoo! to provide the Service. You also understand and agree that the Service may include certain communications from Yahoo!, such as service announcements, administrative messages and the Yahoo! Newsletter, and that these communications are considered part of Yahoo! membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Yahoo! properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Yahoo! assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

Please be aware that Yahoo! has created certain areas on the Service that contain adult or mature content. You must be at least 18 years of age to access and view such areas.

### 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (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 Yahoo! has reasonable grounds to suspect that such information is

untrue, inaccurate, not current or incomplete, Yahoo! has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Yahoo! is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Service must create a Yahoo! Family Account. When you create a Yahoo! Family Account and add your child to the account, you certify that you are at least 18 years old and that you are the legal guardian of the child/children listed on the Yahoo! Family Account. By adding a child to your Yahoo! Family Account, you also give your child permission to access many areas of the Service, including, email, message boards and instant messaging (among others). Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Service areas and/or Content (as defined in Section 6 below) are appropriate for your child.

#### 4. YAHOO! PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://info.yahoo.com/privacy/us/yahoo/>, or if you came from Yahoo! Kids, then see our Yahoo! Kids privacy policy at <http://www.yahooligans.com/docs/privacy/>. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Yahoo! and its affiliates.

#### 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will 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 Yahoo! 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. Yahoo! cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

#### 6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Yahoo!, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Yahoo! 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 Yahoo! be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Yahoo! official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;



- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available 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);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose (please read our complete [Spam Policy](#));
- h. upload, post, email, transmit or otherwise make available 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;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- 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;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- m. "stalk" or otherwise harass another; and/or
- n. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

You acknowledge that Yahoo! may or may not pre-screen Content, but that Yahoo! and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, Yahoo! and its designees shall have the right to remove any Content that violates the TOS 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 Yahoo! or submitted to Yahoo!, including without limitation information in Yahoo! Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that Yahoo! may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such



access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Yahoo!, its users and the public.

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.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Yahoo! and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

## 7. INTERSTATE NATURE OF COMMUNICATIONS ON YAHOO! NETWORK

When you register with Yahoo!, you acknowledge that in using Yahoo! services to send electronic communications (including but not limited to email, search queries, sending messages to Yahoo! Chat or Yahoo! Groups, uploading photos and files to Yahoo! Photos or Briefcase, and other Internet activities), you will be causing communications to be sent through Yahoo!'s computer networks, portions of which are located in California, Texas, Virginia, and other locations in the United States and portions of which are located abroad. As a result, and also as a result of Yahoo!'s network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that use of the service results in interstate data transmissions.

Yahoo! Messenger, including any web-based versions, will allow you and the people with whom you communicate to save your conversations in your Yahoo! accounts located on Yahoo! servers. This means you can access and search your message history from any computer with access to the internet. Whether or not you use this feature, other users may choose to use it to save conversations with you in their account on Yahoo! too. Your agreement to this TOS constitutes your consent to allow Yahoo! to store these communications on its servers. From time to time Yahoo! will send you notices through the Yahoo! Messenger Service to let you know about important changes to the Yahoo! Messenger or related Services. Such messages may not be received if you violate this TOS by accessing the Service in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

## 8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## 9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Yahoo! does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Yahoo! the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- o With respect to Content you submit or make available for inclusion on publicly accessible

areas of Yahoo! Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific Yahoo! Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Yahoo! removes such Content from the Service.

- o With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than Yahoo! Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Yahoo! removes such Content from the Service.
- o With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than Yahoo! Groups, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of the Yahoo! network of properties that are intended by Yahoo! to be available to the general public. By way of example, publicly accessible areas of the Service would include Yahoo! Message Boards and portions of Yahoo! Groups, Photos and Briefcase that are open to both members and visitors. However, publicly accessible areas of the Service would not include portions of Yahoo! Groups that are limited to members, Yahoo! services intended for private communication such as Yahoo! Mail or Yahoo! Messenger, or areas off of the Yahoo! network of properties such as portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by Yahoo!.

#### 10. CONTRIBUTIONS TO YAHOO!

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Yahoo! through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Yahoo! is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Yahoo! shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Yahoo! may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Yahoo! without any obligation of Yahoo! to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Yahoo! under any circumstances.

#### 11. INDEMNITY

You agree to indemnify and hold Yahoo! and its subsidiaries, affiliates, officers, agents, employees, partners and licensors 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, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

#### 12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Yahoo! ID), use of the Service, or access to the Service.

### 13. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Yahoo! may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Yahoo!'s servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Yahoo! has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Yahoo! reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Yahoo! reserves the right to modify these general practices and limits from time to time.

### 14. MODIFICATIONS TO SERVICE

Yahoo! 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 Yahoo! shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

### 15. TERMINATION

You agree that Yahoo! may, *under certain circumstances and without prior notice*, immediately terminate your Yahoo! account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your Yahoo! account includes (a) removal of access to all offerings within the Service, including but not limited to Yahoo! Mail, Groups, Messenger, Chat, Domains, Personals, Auctions, Message Boards, Greetings, Alerts and Games, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in Yahoo!'s sole discretion and that Yahoo! shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

### 16. DEALINGS WITH ADVERTISERS

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 Yahoo! 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.

### 17. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Yahoo! has no control over such sites and resources, you acknowledge and agree that Yahoo! 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 Yahoo! 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.

#### 18. YAHOO!'S PROPRIETARY RIGHTS

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 by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or authorized by Yahoo! 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.

Yahoo! grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Yahoo! for use in accessing the Service.

#### 19. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YAHOO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM 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.
- b. YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YAHOO! OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE



PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

20. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

21. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

22. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 19 and 20 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. Yahoo! and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

23. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

24. NOTICE

Yahoo! may provide you with notices, including those regarding changes to the TOS, by email, regular mail or postings on the Service.

25. TRADEMARK INFORMATION

The YAHOO!, Yahoo! logo, YAHOO! (in Chinese characters), YAHOO!LIGANS!, Yahoo!ligans! logo, YAHOO! KIDS, Yahoo! Kids logo, Jumpin' Y Guy logo, DO YOU YAHOO!?, Y!, Y! logo, MY

YAHOO!, Y! and Star logo, YAHOO! YODEL, YAHOO! EVERYWHERE, YAHOO! GROUPS, YAHOO! MAIL OUTPOST, YAHOO! VISION, Eyeballs logo, 12 DAYS OF GIVING, 1800MYAHOO, ACCENTRIC, BETTER JOBS FOR A BETTER LIFE, BINGO, BROADCAST.COM, CAMP YAHOO!, CORPORATE YAHOO!, CYBERSET, EGROUPE, FANTASY CAREERS, FOR ALL THAT SURFING YOU NEED THE RIGHT BOARD, FORTIFIED WITH YAHOO!, FUTUREBUILDER, GAMEPROWLER, GameProwler logo, GEOCITIES, GeoCities logo, GEOCITIES (in Chinese characters), GET LOCAL, Hexagon Design, HOPE FOR THE HOLIDAYS, HOTJOBS, HOW DO YOU MOVE YOUR MONEY?, HUMAN COUPON, IMVIRONMENTS, INKTOMI, INTERNET AT THE SPEED OF YOU, INVOLVEMENT BRANDING, IPO ROW, JT'S BLOCKS, LIVING ROOM ACTIVE, MATCHCAST, NAVAL COMMAND, PERMISSION MARKETING, PERSONAL EDGE, PERSONAL NOTES HOSTED BY DAVE KOZ, RESLEX, RESUMIX, ROCKETMAIL, SAFETY SHIELD, SCALING THE INTERNET, SHOPFIND, SOFTSHOE, SPORTSTREAM and Design, Star Design, STATTRACKER, THE BIG PICTURE, THE EXPERIENCED PROFESSIONAL'S JOB BOARD, THE ORIGINAL TEXAS YA-HOO CAKE CO. and Design, THE WEB'S HOTTEST JOBS, TOKI TOKI BOOM, TRAFFIC CONTROLLER, TRAFFIC SERVER, TURN IT ON, VALUELAB, VIVASmart, WEB CORPS, Web Corps logo, WORD RACER, WORDAHOLIC, WORKWORLD, WWW.HOTJOBS.COM, YEF, and YOUR HOME ON THE WEB trademarks and service marks and other Yahoo! logos and product and service names are trademarks of Yahoo! Inc. (the "Yahoo! Marks"). Without Yahoo!'s prior permission, you agree not to display or use in any manner the Yahoo! Marks.

26. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

Yahoo! respects the intellectual property of others, and we ask our users to do the same. Yahoo! may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Yahoo!'s Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Yahoo!'s Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:  
 Copyright Agent  
 c/o Yahoo! Inc.  
 701 First Avenue  
 Sunnyvale, CA 94089  
 By phone: (408) 349-5080  
 By fax: (408) 349-7821



By email: [copyright@yahoo-inc.com](mailto:copyright@yahoo-inc.com)

## 27. GENERAL INFORMATION

*Entire Agreement.* The TOS constitutes the entire agreement between you and Yahoo! and governs your use of the Service, superseding any prior agreements between you and Yahoo! with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Yahoo! services, affiliate services, third-party content or third-party software.

*Choice of Law and Forum.* The TOS and the relationship between you and Yahoo! shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Yahoo! agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California.

*Waiver and Severability of Terms.* The failure of Yahoo! to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

*No Right of Survivorship and Non-Transferability.* You agree that your Yahoo! account is non-transferable and any rights to your Yahoo! ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

*Statute of Limitations.* You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

## 28. VIOLATIONS

Please report any violations of the TOS to our [Customer Care](#) group.

Yahoo! My Yahoo! Mail Make Y! your home page

Search:

Web Search

**YAHOO! GROUPS**

Sign In  
New User? Sign Up

Groups Home - Help

## Yahoo! Groups Guidelines

Yahoo! Groups give Yahoo! users a place to meet, interact, and share ideas with each other. Just like a real community, you may have different opinions than other Yahoo! Groups users. The Yahoo! Groups experience is best when people remember a few rules. Yahoo! sets out the terms and conditions of your use of our services in the Yahoo! Terms of Service, our Guidelines, and in other rules that we may place on our site. For your use of Yahoo! Groups, some of the key things to remember are:

1. You may not harass, abuse, threaten, or advocate violence against other members or individuals or groups.
2. You may not post content that is harmful to minors.
3. You may not post content that is obscene, otherwise objectionable, or in violation of federal or state law.
4. Stay on topic. Although all groups are different, most groups appreciate it when you stay on topic. If you constantly stray from the topic you may be moderated or removed from a group altogether by its owner.
5. You may not add members to a group without their permission.
6. You may not use Yahoo! Groups for commercial or advertising purposes.
7. You may not post content which infringes the intellectual property, privacy or other rights of third parties.
8. You may only post adult-oriented content in age-restricted areas. You must be 18 years old or over to access these areas.
9. Some content may be more appropriate in some contexts than others. Yahoo! reserves the right to remove content that it determines, in its sole discretion, to be inappropriate and in violation of our rules. For example, discussions or depictions of bestiality, incest, excretory acts, or child pornography may be inappropriate if placed in a sexual or otherwise exploitative context.
10. You may not use Groups solely for the purpose of storing and archiving files.
11. You cannot re-post or re-transmit content that belongs to another user without that user's permission. A Groups owner or moderator (or any other user) cannot re-post or re-transmit Groups content to any other site unless the person has the explicit permission of every group member whose content is being re-posted or re-transmitted.

If you are unsure whether your content is consistent with these policies, please err on the side of caution and do not post your content in Yahoo! Groups or any other Yahoo! community area.

NOTE: While Yahoo! does allow users to post adult-oriented content to the appropriate age-restricted areas, please remember that the Guidelines apply whether or not you are in an age-restricted area.

### Yahoo!'s Right To Terminate

Yahoo! Groups, in its sole discretion, may terminate or remove any content, Group or your Yahoo! ID immediately and without notice if (a) Yahoo! believes that you have acted inconsistently with the spirit or the letter of the Yahoo! Terms of Service or the Yahoo! Groups Guidelines, or (b) Yahoo! believes you have violated or tried to violate the rights of others. Please help us keep Yahoo! Groups an enjoyable and positive experience. If you see a Group or content that violates our rules, please let us know by contacting us.

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