

C

- Yahoo! My Yahoo!
- Make Y! My Homepage
- Mail
- More

YAHOO! HELP

Search

web search

FAQs

Contact Us

Go Back to Yahoo! Search

Search Help:

Enter keywords to search help.

Search

Yahoo! Search > Search Help > Search Basics



What is a cached page?

A "cached" page is like a snapshot. Snapshots of the majority of web pages collected during crawling of the Web, are stored in our search engine. These pages are saved or "cached" as a back-up in case the original page is unavailable (if, say, the server goes down).

tabbies'

EXHIBIT

1-C

Cached Web Result

1. **Domino's Pizza**

delivery chain offering thin crust, deep dish, and hand tossed pizzas with a variety of side items and beverages.

Category: [Pizza Restaurants](#)

[www.dominos.com/ - 15k - Cached - More pages from this site](#)

When you click the "cached" link in a web result, you see the page as it looked when the search engine added that page to its database.

The cached page has some text at the top to remind you this might not be the most recent version of this page. Also, the words matching your search are highlighted wherever they appear on the page. The highlighted words let you see how this page relates to your search.

en months we have delivered thousands of **pizza** pies to describe how happy they are to receive your "special" **pizza** late at night at a lonely post. It is as tremendo

Top Questions


- Search Tips
- What are the different sections on the Search results page?
- How do I keep my page from being cached in Yahoo! Search?
- What is Yahoo! Video?
- Intro to Yahoo! Search

Related Links

- Sign-in and Registration Help
- Marketing Preferences Help
- Account Security
- Privacy Policy
- Make Yahoo! Your Home Page
- Yahoo! Search Blog
- Yahoo! Directory Help

If you go to the actual site, you see the most current content without the highlighting.

Some individual web results don't have "cached" links. In these cases, either the search engine hasn't stored a copy of the page, or the owners of the site have requested that their content not be cached.

 [Print this page](#)

Was this article helpful?

Yes No

Still need help?

 Search the Web for 'What is a cached page?'

Contact Customer Care Click to contact Customer Care for further assistance.

Copyright © 2008 Yahoo! All rights reserved. Privacy Policy - Terms of Service - Copyright/IP Policy



D

D

Legal Information

[ESPAÑOL](#)

Introduction

Thank you for visiting the American Airlines web site titled "aa.com" (the "Site"). In return for gaining access to the Site and using it, you agree to be bound by the following Agreement without limitation or qualification, so please carefully review this Agreement before proceeding. If you do not intend to be legally bound by these terms and conditions, do not access and use the Site. American Airlines reserves the right to change this Agreement and to make changes to any of the products or programs described in the Site at any time without notice or liability. Any such revisions are prospectively binding on you and therefore you should periodically visit this page when you use the Site to review the then current Agreement that binds you. American Airlines also reserves the right in its sole and unfettered discretion to deny you access to the Site at any time. American Airlines enters into agreements with third parties from time to time to provide our customers with the opportunity to obtain special services, products or prices offered by the third party. You will not be deemed to be violating this agreement when acting in accordance with the terms and conditions of any such program. Likewise, the terms and conditions in this agreement will be considered broadened to the extent needed to permit such third parties to operate within the terms of a written agreement they have entered into with us. The titles in this Agreement are provided only for your convenience and are not to be used in interpreting the Agreement.

Intellectual property notifications

Unless otherwise noted, all information, AAdvantage account information, articles, data, images, passwords, Personal Identification Numbers ("PINs"), screens, text, user names, web pages, or other materials (collectively "Content") appearing on the Site are the exclusive property of AMR Corporation or American Airlines, Inc., or their subsidiaries and affiliates:

- A. All information, products, services and software contained on or used in the Site ("Content") is Copyright 2001 by American Airlines, Inc. All rights reserved. Please assume that everything you see or read on the Site is copyrighted to, or used with permission by, American Airlines unless otherwise noted.
- B. The trademarks, logos, service marks, and trade dress (collectively the "Trademarks") displayed on the Site are registered and unregistered Trademarks of American Airlines, Inc. or others.
- C. Images of people, objects, or places displayed on the Site are either the property of, or used with permission by American Airlines, Inc., American Eagle Airlines, Inc., AMR Corporation, AMR Training Group or AMR Investment Services.
- D. American Airlines owns or uses by permission all software contained on the Site, including without limitation all HTML code and Active X controls. Copyright and other laws and international treaty provisions protect this software. The law expressly prohibits any modification, redistribution, or reproduction of the software, and such actions could result in severe civil and criminal penalties. American Airlines will seek and support prosecuting violators to the maximum extent possible.
- E. You may not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to

tabbies®

EXHIBIT
1-D

APP. 23

create a derivative work, or otherwise use the content of the Site for public or commercial purposes. Nothing on the Site shall be construed to confer any grant or license of any intellectual property rights, whether by estoppel, by implication, or otherwise.

F. For additional information regarding American's intellectual property, please click on the "Copyright" link at the bottom of any page.

Your representations and warranties

By using the Site, you represent and warrant that you are 18 years of age or older and possess the legal right and ability to enter into this Agreement and to use the Site in accordance with all of the terms and conditions of this Agreement. You accept financial responsibility for all use of the Site under your name or account, including without limitation all uses of your account by others, including minors living with you. You may allow other members of your household to use the Site under your name or account only if you agree to pay all charges that they incur and to be responsible for all other aspects of their usage. You further agree to supervise all minors who use the Site under your name or account. You agree not to assign, transfer, or sublicense your rights pursuant to this Agreement.

Your indemnity obligation

You agree to indemnify, defend, and hold harmless American Airlines and its affiliates from and against any and all claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, expenses (including legal and accountants' fees and disbursements) and costs (collectively, "Claims"), based on, arising out of or resulting from your use of the Site, including without limitation any Claims alleging facts that if true would constitute your breach of this Agreement.

Limitations on your use

American Airlines provides the Site solely to permit you to determine the availability of goods and services offered on the Site and to make legitimate reservations or otherwise transact business with American Airlines, and for no other purposes. The Site is for your personal, non-commercial use. You agree that you will use the Site's services only to make legitimate reservations or purchases for you or for another person for whom you are authorized to act both legally and under the terms of this Agreement.

You agree that without limitation you shall not make any false reservation or any reservation in anticipation of demand. If American Airlines determines that you have confirmed multiple reservations to one or more destination on or about the same date, American Airlines may without notice cancel all confirmed space associated with the multiple reservations. You agree to abide by the terms and conditions of purchase American Airlines imposes including, but not limited to, payment of all amounts when due and compliance with all rules regarding availability of fares, products, or services. You are completely responsible for all assessments, charges, duties, fees, and taxes arising out of your use of the Site.

Your account information is owned by and proprietary to American Airlines. While you may access your account information through the Site, you may not give access to your account to any person or entity other than a member of your household or a person that you directly supervise as part of your career or employment. You may not give access to your account to any third party on-line service, including, but not limited to any mileage management service, mileage tracking service, or mileage aggregation service.

You must access your account information directly through the Site and not through a third party web site, including but not limited to any mileage management service, mileage tracking service, or mileage aggregation service. You also violate this Agreement if you enable an AAdvantage member to access account information without visiting the Site.

You agree that you will not Misuse the Site. "Misuse" includes, but is not limited to, using the Site to do any of the following:

- A. Distribute, disseminate, post, or publish any information or material that degrades, embarrasses, humiliates, intimidates, or threatens any individual or group of individuals on the basis of their age, ancestry, color, ethnicity, marital status, medical condition, mental or physical disability, national origin, race, sex, sexual orientation, union or nonunion affiliation, or any other basis protected by federal, state, or local law or ordinance.
- B. Abuse, defame, harass, stalk, threaten, or otherwise violate others' legal rights, including but not limited to rights of privacy and publicity.
- C. Download or upload files that may damage the operation of another's computer, such as computer viruses, corrupt files, or similar software.
- D. Download or upload files that contain materials, including but not limited to software that violate the intellectual property, privacy, or publicity rights of others unless you own, control, or have been authorized to exercise such rights.
- E. Misrepresent or omit the origin or source of any file you download or upload.
- F. Download or upload files that do not contain the posted proprietary language, author attributions, and/or copyright, patent, or trademark notices.
- G. Distribute, disseminate, post, or publish any indecent, infringing, obscene, or unlawful information or material.
- H. Engage in any commercial purpose including but not limited to:
 1. Advertising or offering to sell any goods or services.
 2. Conducting contests or surveys.
 3. Distributing chain letters, or advertising with respect to any Ponzi scheme or pyramid scheme.
 4. Advertising or offering to sell any business opportunities, direct sales opportunities, employment, independent contractor positions, multi-level marketing opportunities, or securities.
- I. Post, send, or otherwise disclose confidential information, trade secrets, or other confidential and/or protected proprietary data of any entity or person, including but not limited to AMR Corporation, American Airlines, Inc., American Eagle Airlines, Inc., AMR Investment Services, AMR Training Group or any of their affiliates.
- J. Download or upload files that you know, or reasonably should know, cannot be legally distributed through the Site.
- K. Upload, download, or otherwise export or re-export software from the Site: (1) to a national or resident of or into any country the U.S. has embargoed, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, or Yugoslavia; (2) to anyone on the U.S. Treasury Department's Specially Designated Nationals list, or (3) to anyone on the U.S. Commerce Department's Table of Denial Orders.
- L. Copy or create derivative works from, display, distribute, license, perform, publish, recreate, reproduce, sell, transfer, or transmit any information, products, services, or software obtained by, from, or through the Site.
- M. Monitor or copy any Content by using any manual process, or any robot, spider, or other automatic device, without first obtaining American Airlines' prior written consent.
- N. Act as an agent or attorney in fact for any person who is not:
 1. A member of your immediate household; or
 2. Your direct supervisor at your place of employment.
- O. Take any action that will or could impose an unreasonable or disproportionately large load on our site infrastructure.
- P. Act as a mileage management service, mileage tracking service or mileage aggregation service for any AAdvantage member.
- Q. Access information about any AAdvantage member protected by site log-in and post it on any other web site, with or without that AAdvantage member's consent.
- R. Utilize an AAdvantage member's password or personal identification number during log-in, unless you are:
 1. The AAdvantage member to whom that password or personal identification number is assigned (the "Authorized AAdvantage member");
 2. A family member of the Authorized AAdvantage Member, acting with the Authorized AAdvantage Member's permission; or
 3. An employee of the Authorized AAdvantage Member's employer, acting with the Authorized AAdvantage Member's permission.
- S. Engage in any other conduct that is, or that American Airlines deems to be, in conflict with this Agreement. American

Airlines forbids such Misuses, and access of the Site for any such Misuses or other similar purposes is an unauthorized use of the Site.

No warranty by American Airlines

The Content may contain inaccuracies and/or typographical errors. American Airlines may alter, change or improve the Content at any time and without notice. American Airlines makes no representations or warranties as to the Content's completeness or accuracy, and makes no commitment to update the Content. American Airlines makes no representations about the Content's suitability for any purpose.

YOU USE THE SITE AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF EXPECTATION OF PRIVACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OR TITLE. IN NO EVENT SHALL AMERICAN AIRLINES OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF OR INABILITY TO USE THE SITE OR FOR ANY OF THE CONTENT OBTAINED THROUGH OR OTHERWISE IN CONNECTION WITH THE SITE, IN EACH CASE REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER AMERICAN AIRLINES WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

American Airlines neither warrants nor represents that your use of information and material on the Site will not infringe upon the intellectual property rights of third parties. American Airlines shall not be liable for any virus or other damage to your computer equipment or other property due to your accessing, browsing, or using the Site or due to your downloading any audio, data, images, materials, pictures, text or video from the Site. Because American Airlines provides services and products in many parts of the world, the Site may refer to certain goods, products, and/or services that are not available in your area. A reference to goods, products, and/or services without limiting their geographic scope does not imply that American Airlines offers or intends to offer those goods, products, and/or services in all locations.

Use of information you provide American Airlines

Consistent with the American Airlines privacy policy, we ask you to provide us with certain information when you purchase travel or when you take advantage of certain personalized services. You agree that when you provide such information, the information will be accurate. Under no circumstances will you provide false or misleading information. We agree to use this information in a manner consistent with our privacy policy. To review our privacy policy, please click on the "Privacy Policy" link at the bottom of any page.

For use of certain services, we may provide you with a pass code. This pass code is proprietary to and the property of American Airlines. However, you must take precautions to insure the security of your pass code. American Airlines assumes no responsibility for and will not be liable in the event that another person learns your pass code or uses your pass code to cause damage to you.

While American Airlines takes reasonable steps to safeguard and to prevent unauthorized access to your private information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information. IN NO EVENT SHALL AMERICAN AIRLINES OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER

AMERICAN AIRLINES WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

No offer to sell or buy securities

The information on the Site does not constitute an offer to sell, or the solicitation of an offer to buy any securities and must not be relied upon in connection with any investment decision.

Links to other sites and to the Site

The Site may provide hyperlinks or references to other sites. While American Airlines endeavors to provide links only to sites that are reputable and safe, we take no responsibility for the information, products, or services obtained on such other sites and will not be liable for any damages arising from your access to such sites. American Airlines provides any such links to other sites merely for your convenience and our inclusion of such links and frames in the Site does not imply an endorsement of the linked or framed sites, their content, or the persons or entities operating those sites. Therefore, you assume sole responsibility for using links or pointers to third parties.

American Airlines specifically denies you permission to hyperlink or provide references to the Site, unless you are allowed to do so under a separate written agreement with American Airlines. You are also denied permission to use any trademarked or copyrighted material to provide such hyperlinks or references, unless you are allowed to do so under a separate written agreement with American Airlines. American Airlines bears no responsibility for sites that provide hyperlinks or references to the Site unless those sites are operated by American Airlines.

Your communication with us

American Airlines will not treat as confidential any communications you send to us by electronic mail or otherwise. American Airlines has no obligation to refrain from publishing, reproducing, or otherwise using your communications in any way and for any purpose.


American Airlines does not accept or consider unsolicited proposals related to its business, including but not limited to proposals for advertising campaigns, logos, names, processes, products, promotions, services, slogans, and technologies. American Airlines therefore requests that you not send such proposals. Please also refrain from sending original creative artwork, blueprints, demonstrators, designs, layouts, photographs, or samples. American Airlines has adopted this policy to prevent claims that we have copied such unsolicited ideas without authorization, when, in fact, we developed the idea independent of or even long before receiving the unsolicited proposal. If you do send us unsolicited proposals, then do so with the understanding that American Airlines may use any concepts, ideas, inventions, know-how, or techniques that you disclose in those communications for any purpose, including the developing, manufacturing, and/or marketing of goods, products, or services. American Airlines may do so free of any obligation to compensate you for that use.

Comparison monitoring of on-line chats or telephone conversations with American Airlines

The Site may provide you the ability to have an on-line chat session with American Airlines or with information as to how you can contact American Airlines by telephone. You may use these functions only for business purposes related to the Site. For quality assurance purposes, American Airlines may monitor, record, and/or transcribe the contents of these communications. By contacting American Airlines, you agree that the communication may be monitored, recorded, and/or transcribed and you consent to the monitoring, recording, and/or transcribing. Such records may be kept indefinitely or disposed of at our discretion.

Featuring:

 **ALCOTT**
WIN TRAVEL FOR A YEAR

 **EARN 25 MILES
PER \$1 SPENT**

**Need more miles?
buy miles**

 **Discounts & Triple Miles**

 **Earn 25,000
bonus miles**

Your use of Forums

You agree to use any bulletin boards, chat rooms, conferences, or other communication or message facilities ("Forums") contained on the Site only to send and receive material and messages that are proper and related to the particular Forum. You further agree that you will use the Forums in conformity with all applicable laws and this Agreement. You agree that you will not Misuse a Forum.

American Airlines reserves the right to remove at will and without notice any Content on the Site, including anything you post in a Forum. You understand that any use by you of a Forum constitutes a public communication. You understand that American Airlines owns any and all information or material that you post on a Forum. You agree that you waive all of the rights you have to any information or material that you post on a Forum. American Airlines has the right to do whatever it wishes with that information or material, including but not limited to deleting or editing for any reason any posting by you. You further acknowledge that American Airlines does not endorse or sponsor any information or material posted by Forum users, and that American Airlines has no responsibility to approve, review, or screen such information or material.

Forum for actions, governing law, and procedural restrictions

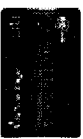
You agree that this Agreement is made and entered into in Tarrant County, Texas. You agree that Texas law governs this Agreement's interpretation and/or any dispute arising from your access to, dealings with, or use of the Site, without regard to conflicts of law principles. Any lawsuit brought by you related to your access to, dealings with, or use of the Site must be brought in the state or federal courts of Tarrant County, Texas. You agree and understand that you will not bring against AMR Corporation, American Airlines, or any of its affiliated entities, agents, directors, employees, and/or officers any class action lawsuit related to your access to, dealings with, or use of the Site.

Other terms

This Agreement constitutes the entire agreement governing your access to, dealings with, and use of the Site. Of course, separate agreements may attach to any goods, products, or services you obtain, purchase, or use from the Site. In the case of a conflict between this Agreement and any agreement specific to any goods, products, or services that you obtain, purchase, or use from the Site, the terms of the specific agreement shall govern.

Any failure of American Airlines to assert any rights it may have under this Agreement does not constitute a waiver of our right to assert the same or any other right at any other time or against any other person or entity. If any provision of this Agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be stricken from this Agreement without affecting the validity or enforceability of any other provision.

[Return to Top](#)



2

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

AMERICAN AIRLINES, INC.,

Plaintiff,

-v.-

YAHOO! INC. and OVERTURE SERVICES, INC.
d/b/a YAHOO! SEARCH MARKETING,

Defendants.

No. 4:08-CV-626-A

DECLARATION OF JOHN CHAN

I, John Chan, declare that:

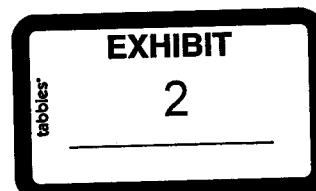
1. I have personal knowledge of the facts set forth herein and if called as a witness, I could and would testify that the following facts are true and correct.

2. I am employed by Reprise Media ("Reprise") as Vice President, Media. I have supervised Reprise's media team since 2006.

3. Among my responsibilities as Vice President for Media is to supervise all the media analysts that place internet advertising for Reprise's clients. One of the media analysts that I supervised was Jocelyn Bourguignon, who worked for Reprise from 2005 to 2008.

4. During the period of time from 2007 to the present, Reprise has employed approximately 20 media analysts. Many media analysts are given the title of "Senior Media Analyst" after they have been with Reprise for one year.

5. Reprise treats the position of media analyst (including "Senior Media Analyst") as a lower level position within the organization. The media analysts that work for Reprise



generally have less than three years experience in the field of Internet advertising. Media analysts are not officers of the company, nor are they members of Reprise's legal department. Their primary function is to carry out the ministerial task of placing particular advertisements with different Internet media outlets and updating the campaigns as required. Reprise does not authorize any media analysts to bind any of its clients to a general forum selection clause governing litigation.

6. In particular, in 2007, Ms. Bourguignon was approximately 25 years old, and had only worked with Reprise since 2005 and in the field of Internet advertising since mid-2004, following her graduation from college.

7. In the position of Vice President, Media, I am not authorized to create general legal obligations for American Airlines. Neither American Airlines nor Reprise has authorized any of the Reprise media analysts or senior media analysts – or anyone else at Reprise – to create general legal obligations for American Airlines. Reprise did not authorize Ms. Bourguignon to bind American Airlines to a general forum selection clause.

8. Yahoo's "terms and conditions" that govern the placement of advertising through Yahoo's website are drafted exclusively by Yahoo, and Reprise does not have any opportunity to edit or alter these terms and conditions.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed in New York, New York, on December 18, 2008.



John Chan,
Vice President, Media,
Reprise Media

3

- [Yahoo!](#)

Yahoo! Search

YAHOO! TERMS

- [Help](#)

Yahoo! Terms of Service

[Yahoo! Info Center](#) > [Yahoo! Terms Center](#) > [Yahoo! Terms of Service](#)

[Mail](#) [Print](#)

Reference Links

- [Yahoo! Terms Center](#)
- [Yahoo! Terms of Service](#)
- [Copyright and Intellectual Property Policy](#)

More Help Links

- [Sign-in and Registration Help](#)
- [Marketing Preferences Help](#)
- [Account Security](#)
- [Privacy Policy](#)
- [Make Yahoo! Your Home Page](#)

Yahoo! Terms of Service

1. ACCEPTANCE OF TERMS

Yahoo! Inc. ("Yahoo!") welcomes you. Yahoo! provides the Yahoo! Services (defined below) 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>. By accessing and using the Yahoo! Services, you accept and agree to be bound by the terms and provision of the TOS. 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 and modified 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 YAHOO! SERVICES

Yahoo! provides users with access to a rich collection of resources, including without limitation 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 "Yahoo! Services"). You also understand and agree that the Yahoo! Services may include advertisements and that these advertisements are necessary for Yahoo! to provide the Yahoo! Services. You also understand and agree that the Yahoo! Services 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 Yahoo! Services, including the release of new Yahoo! properties, shall be subject to the TOS. You understand and agree that the Yahoo! Services 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 Yahoo! Services, 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 Yahoo! Services.

You understand that the technical processing and transmission of the Yahoo! Services, including your Content, may involve (a) transmissions over various networks; and (b)

EXHIBIT

3

changes to conform and adapt to technical requirements of connecting networks or devices.

Please be aware that Yahoo! has created certain areas on the Yahoo! Services 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 Yahoo! Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the Yahoo! 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 Yahoo! 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 Yahoo! Services (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 Yahoo! Services 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 Yahoo! Services, including, email, message boards and instant messaging (among others). Please remember that the Yahoo! Services is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Yahoo! Services 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 are subject to our applicable privacy policy. For more information, see the full Yahoo! 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://info.yahoo.com/privacy/us/yahoo/kids>. You understand that through your use of the Yahoo! Services you consent to the collection and use (as set forth in the applicable 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 Yahoo! 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 Yahoo! Services. Yahoo! does not control the Content posted via the Yahoo! Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You

understand that by using the Yahoo! Services, 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 Yahoo! Services.

You agree to not use the Yahoo! Services to:

1. 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;
2. harm minors in any way;
3. 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;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Yahoo! Service;
5. 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);
6. 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;
7. 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](#));
8. 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;
9. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Yahoo! Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
10. interfere with or disrupt the Yahoo! Services or servers or networks connected to the Yahoo! Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Yahoo! Services, including using any device, software or routine to bypass our robot exclusion headers;
11. 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;
12. 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;

13. "stalk" or otherwise harass another; and/or
14. 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 Yahoo! Services. 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 Yahoo! Services.

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: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Yahoo!, its users and the public.

You understand that the Yahoo! Services and software embodied within the Yahoo! Services 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 Yahoo! Services. You may not attempt to override or circumvent any of the usage rules embedded into the Yahoo! Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Yahoo! Services, 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 the 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 Flickr, 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 TOS, you acknowledge that use of the service results in interstate data transmissions.

8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE AND EXPORT AND IMPORT COMPLIANCE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Use of the Yahoo! Services and transfer, posting and uploading of software, technology, and other technical data via the Yahoo! Services may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, you: (a) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will you transfer software, technology, and other technical data via the Yahoo! Services to parties identified on such lists; (b) agree not to use the Yahoo! Services for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agree not to transfer,

upload, or post via the Yahoo! Services any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE YAHOO! SERVICES

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

1. 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 Yahoo! Services 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 Yahoo! Services and will terminate at the time you remove or Yahoo! removes such Content from the Yahoo! Services.
2. With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Yahoo! Services other than Yahoo! Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Yahoo! Services 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 Yahoo! Services and will terminate at the time you remove or Yahoo! removes such Content from the Yahoo! Services.
3. With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Yahoo! Services 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 Yahoo! Services 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 Yahoo! Services would include Yahoo! Message Boards and portions of Yahoo! Groups and Flickr that are open to both members and visitors. However, publicly accessible areas of the Yahoo! Services 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, modify or otherwise make available through the Yahoo! Services, your use of the Yahoo! Services, your connection to the Yahoo! Services, your violation of the TOS, or your violation of any rights of another.

12. NO COMMERCIAL REUSE OF YAHOO! SERVICES

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

13. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Yahoo! may establish general practices and limits concerning use of the Yahoo! Services, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Yahoo! Services, the maximum number of email messages that may be sent from or received by an account on the Yahoo! Services, the maximum size of any email message that may be sent from or received by an account on the Yahoo! Services, 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 Yahoo! Services 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 Yahoo! Services. 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.

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.

14. MODIFICATIONS TO YAHOO! SERVICES

Yahoo! reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Yahoo! Services (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 Yahoo! Services (or any part thereof).

15. TERMINATION

You may terminate your Yahoo! account, any associated email address and access to the Yahoo! Services by submitting such termination request to Yahoo!.

You agree that Yahoo! may, *without prior notice*, immediately terminate, limit your access to or suspend your Yahoo! account, any associated email address, and access to the Yahoo! Services. Cause for such termination, limitation of access or suspension 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) discontinuance or material modification to the Yahoo! Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Yahoo! Services. Further, you agree that all terminations, limitations of access and suspensions 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 Yahoo!

Services.

Termination of your Yahoo! account includes any or all of the following: (a) removal of access to all or part of the offerings within the Yahoo! Services, (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 all or part of the Yahoo! Services.

16. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Yahoo! Services, 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 Yahoo! Services.

17. LINKS

The Yahoo! Services may provide, or third parties may provide, links to other World Wide Web sites or 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 Yahoo! Services and any necessary software used in connection with the Yahoo! Services ("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 advertisements or information presented to you through the Yahoo! Services 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 as authorized by Yahoo! or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Yahoo! Services, such Content 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 Yahoo! Services. You agree not to access the Yahoo! Services by any means other than through the interface that is provided by Yahoo! for use in accessing the Yahoo! Services.

19. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE YAHOO! SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE YAHOO! SERVICES AND SOFTWARE ARE 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 TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE YAHOO! SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE YAHOO! SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE YAHOO! SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE YAHOO! SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE YAHOO! SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YAHOO! OR THROUGH OR FROM THE YAHOO! SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
5. 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 YAHOO! 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 YAHOO! SERVICE. IMMEDIATELY DISCONTINUE USE OF THE YAHOO! SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE YAHOO! 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 PUNITIVE, 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: (a) THE USE OR THE INABILITY TO USE THE YAHOO! SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE YAHOO! SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE YAHOO! 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 YAHOO! 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 Yahoo! Services 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 Yahoo! Services is provided for informational purposes only, and no Content included in the Yahoo! Services 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 Yahoo! Services, 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, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Yahoo! Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the Yahoo! Services 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 Yahoo! Services in an authorized manner.

25. TRADEMARK INFORMATION

You agree that all of Yahoo!'s trademarks, trade names, service marks and other Yahoo! logos and brand features, and product and service names are trademarks and the property 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

27. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and Yahoo! and governs your use of the Yahoo! Services, superseding any prior version of this TOS between you and Yahoo! with respect to the Yahoo! Services. 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. You and Yahoo! each agree that the TOS and the relationship between the parties shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and Yahoo!, shall be brought exclusively in the courts located in the county of Santa Clara, California or the U.S. District Court for the Northern District of California. You and Yahoo! agree to submit to the personal jurisdiction of the courts located within the county of Santa Clara, California or the Northern District of California, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

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 Yahoo! Services 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.

Last updated November 24, 2008

Copyright © 2008 Yahoo! Inc. All Rights Reserved.

[Privacy](#) | [Legal](#)