

# Terms of Use

## 1. ACCEPTANCE OF TERMS

Directory Marketing Associates provides a collection of online resources, including classified ads, forums, catalogs, and various email services available on or through Directory Marketing Associates (referred to hereafter as “the Service”) subject to the following Terms of Use (“TOU”). By using the Service in any way, you are agreeing to comply with the TOU. In addition, when using particular Directory Marketing Associates services, you agree to abide by any applicable posted guidelines for all Directory Marketing Associates services, which may change from time to time. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with the Service in any way, **your only recourse is to immediately discontinue use of the Service.**

## 2. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes.

## 3. ELIGIBILITY FOR USE

Directory Marketing Associates reserves some parts of the Service exclusively for professional purchasers, sellers, collectors and resellers of items and accessories who are acceptable to Directory Marketing Associates in its sole discretion. Although Directory Marketing Associates attempts to limit the use of these parts of the Service to such purchasers, sellers, collectors and resellers of items and accessories, nothing herein shall create any right of action against Directory Marketing Associates for failing to adequately screen potential users or prevent the use of Directory Marketing Associates or the Service by users who are not professional purchasers, sellers, collectors and resellers of items or accessories.

## 4. CONTENT

You understand that all advertisements, 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 each individual item of Content that you post, email or otherwise make available via the Service. Likewise, if you request the assistance of Directory Marketing Associates to post content, or if you imply consent that Directory Marketing Associates may post content on your behalf, either by written or oral means, or you fail to inform Directory Marketing Associates that content should be removed, you are equally responsible for the content. You waive any and all claims against Directory Marketing Associates of a right of publicity for your image or likeness throughout the world by posting any information or pictures of yourself on Directory Marketing Associates. You understand that Directory Marketing Associates does not

control, and is not responsible for personal 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. When you post User Content to the Service, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the Content on the Service. By posting Content to any part of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Content for any purpose on or in connection with the Service or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sublicenses of the foregoing. Furthermore, Directory Marketing Associates and Content available through the Service may contain links to other websites, which are completely independent of Directory Marketing Associates . Directory Marketing Associates makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Following links 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 Directory Marketing Associates 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 Directory Marketing Associates does not pre-screen or approve Content, but that Directory Marketing Associates 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 TOU or for any other reason.

## **5. THIRD PARTY CONTENT, SITES, AND SERVICES**

Directory Marketing Associates and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of Directory Marketing Associates, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Your interactions with organizations and/or individuals found on or through the Service, including payment 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 should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. We do not guarantee the quality, safety or legality of, any Content, the truth or accuracy of the descriptions of any goods or services offered for sale, the right of the sellers to sell or license any such goods or services, or the ability of any buyer to purchase any such goods or services. The Service is designed for experienced buyers accustomed to buying goods and services based on photographs and/or descriptive text. Buyers should assume that any goods offered are not new, unless otherwise stated, nor in perfect condition, and may require touch-up or repairs prior to use and that the available information about the items may be limited. It is not possible for Directory Marketing Associates to verify information provided by the seller of any item.

You agree that Directory Marketing Associates shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings between users of the Service. If there is a dispute between users of the Service, or between users and any third party, you understand and agree that Directory Marketing Associates is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby forever release Directory Marketing Associates, its officers, employees, 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.

## **6. NOTIFICATION OF CLAIMS OF INFRINGEMENT**

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 send your notice (“Notice”) to Directory Marketing Associates’s agent for notice of claims of copyright or other intellectual property infringement:

by email:

patrick@directorymarketingassociates.com

Please include the following with your Notice to our Abuse Agent:

The identity of the material on Directory Marketing Associates that you claim is infringing, in sufficient detail so that we may locate it on the website;

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;

Your address, telephone number, and email address;

A statement by you declaring under penalty of perjury that (i) the above information in your Notice is accurate, and (ii) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner; and

Your physical or electronic signature.

## **7. PRIVACY AND INFORMATION DISCLOSURE**

Directory Marketing Associates 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. Your personal information is further governed by Directory Marketing Associates’s Privacy Policy.

## **8. CONDUCT**

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

- that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- that is pornographic or depicts a human being engaged in sexual activities or exposing sexual organs unfitting for the Service;
- that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- that suggests a discriminatory preference based on race, color, national origin, religion, sex, familial status or handicap (or violates any state or local law prohibiting discrimination on the basis of these or other characteristics);
- that violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability;
- with respect to employers that employ four or more employees, that violates the anti-discrimination provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contract;
- that impersonates any person or entity, including, but not limited to, a Directory Marketing Associates employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.);
- that includes personal or identifying information about another person without that person's explicit consent;
- that is fraudulent, 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: posted in areas of Directory Marketing Associates which are not designated for such purposes;
- or emailed to Directory Marketing Associates users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests. that includes links to commercial services or web sites, except as specifically permitted;
- that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable 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 flow of dialogue with an excessive amount of Content (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;
- use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service – unless expressly permitted by Directory Marketing Associates;
- post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- post the same item or service in more than one classified category or forum;
- attempt to gain unauthorized access to Directory Marketing Associates’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 Directory Marketing Associates;
- or use any form of automated device or computer program that enables the submission of Content on Directory Marketing Associates without such Content being manually entered by the author thereof (an “automated posting device”), including without limitation, the use of any such automated posting device to submit Content in bulk, or for automatic submission of Content at regular intervals.

## **9. POSTING AGENTS**

A “Posting Agent” is a third-party agent, service, or intermediary that offers to post Content to the Service on behalf of others. To moderate demands on Directory Marketing Associates’s resources, you may not use a Posting Agent to post Content to the Service without express permission or license from Directory Marketing Associates. Correspondingly, Posting Agents are not permitted to post Content on behalf of others, to cause Content to be so posted, or otherwise access the Service to facilitate posting Content on behalf of others, except with express permission or license from Directory Marketing Associates.

## **10. NO SPAM POLICY**

You understand and agree that sending unsolicited email advertisements to Directory Marketing Associates email addresses or through Directory Marketing Associates computer systems is expressly prohibited by these TOU. Any unauthorized use of Directory Marketing Associates computer systems is a violation of the TOU and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.). Such violations may subject the sender and his or her agents to civil and criminal penalties.

## **11. PAID POSTINGS**

We may charge a fee to post Content in some areas of the Service. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the TOU. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the TOU. Fees collected for specific services, such as subscription services and advertising, are non-refundable unless otherwise stated in writing for a specific promotional program.

## **12. LIMITATIONS ON SERVICE**

You acknowledge that Directory Marketing Associates 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 Directory Marketing Associates has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Directory Marketing Associates reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that Directory Marketing Associates shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **13. ACCESS TO THE SERVICE**

Directory Marketing Associates grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include: (a) access to the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by Directory Marketing Associates. A limited exception to (b) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engine" does not include a website or search engine or other service that specializes in classified listings or in any subset of classified listings such as decorative goods or furniture, or which is in the business of providing classified ad listing services.

Directory Marketing Associates does not permit you to display on your website, or create a hyperlink on your website to, individual postings on the Service, absent express permission granted by Directory Marketing Associates to do so. You may create a hyperlink to the home page of Directory Marketing Associates, so long as the link does not portray Directory Marketing Associates, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive matter.

Directory Marketing Associates may offer various parts of the Service in RSS format so that users can embed individual feeds into a personal website or blog, or view postings through third party software news aggregators. Directory Marketing Associates permits you to display, excerpt from, and link to the RSS feeds on your personal website or personal web blog, provided that (a)

your use of the RSS feed is for personal, non-commercial purposes only, (b) each title is correctly linked back to the original post on the Service and redirects the user to the post when the user clicks on it, (c) you provide, adjacent to the RSS feed, proper attribution to “Directory Marketing Associates” as the source, (d) your use or display does not suggest that Directory Marketing Associates promotes or endorses any third party causes, ideas, web sites, products or services, (e) you do not redistribute the RSS feed, and (f) your use does not overburden Directory Marketing Associates’s systems. Directory Marketing Associates reserves all rights in the content of the RSS feeds and may terminate any RSS feed at any time.

Use of the Service beyond the scope of authorized access granted to you by Directory Marketing Associates immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a written license from Directory Marketing Associates that has been signed by one of Directory Marketing Associates’s authorized representatives.

#### **14. TERMINATION OF SERVICE**

You agree that Directory Marketing Associates, 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 Directory Marketing Associates believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that Directory Marketing Associates 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 2-7 and 13-20 shall survive termination of the TOU.

#### **15. 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 site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Directory Marketing Associates. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of Directory Marketing Associates, 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. Directory Marketing Associates, as well as certain other of the names, logos, and materials displayed on Directory Marketing Associates, constitute trademarks, trade names, service marks or logos (“Marks”) of Directory Marketing Associates or other entities. You are not authorized to

use any such Marks. Ownership of all such Marks and the goodwill associate therewith remains with Directory Marketing Associates or those other entities.

Although Directory Marketing Associates 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 Directory Marketing Associates 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. Furthermore, by posting Content to any public area of the Service, you automatically grant Directory Marketing Associates all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose.

## **16. DISCLAIMER OF WARRANTIES**

YOU AGREE THAT USE OF Directory Marketing Associates AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. Directory Marketing Associates 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, Directory Marketing Associates DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF Directory Marketing Associates AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, Directory Marketing Associates DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON Directory Marketing Associates OR THE SERVICE, OR ACCESSED THROUGH ANY LINKS ON Directory Marketing Associates OR THE SERVICE, INCLUDING WITHOUT LIMITATION, WARRANTY OF TITLE TO OR DELIVERY OF ANY GOOD OR SERVICE, ANY WARRANTY WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS IN ANY GOOD OR SERVICE, ANY WARRANTY THAT ANY GOOD OR SERVICE CONFORMS TO ITS DESCRIPTION OR THE COLORS, TEXTURE AND DETAIL SHOWN ON THE USER’S COMPUTER MONITOR. TO THE FULLEST EXTENT PERMITTED BY LAW, Directory Marketing Associates DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH Directory Marketing Associates OR THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Directory Marketing Associates, Directory Marketing Associates OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. 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.

## **17. LIMITATIONS OF LIABILITY**



UNDER NO CIRCUMSTANCES SHALL Directory Marketing Associates BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF Directory Marketing Associates HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF Directory Marketing Associates OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF Directory Marketing Associates OR THE SERVICE, FROM INABILITY TO USE Directory Marketing Associates OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF Directory Marketing Associates 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 Directory Marketing Associates OR THE SERVICE OR ANY LINKS ON Directory Marketing Associates OR THE SERVICE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH Directory Marketing Associates OR THE SERVICE OR ANY LINKS ON Directory Marketing Associates. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

## **18. INDEMNITY**

You agree to indemnify and hold Directory Marketing Associates, 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 TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another.

## **19. GENERAL INFORMATION**

The TOU, and any additional terms to which you agree when using particular elements of the Service, constitutes the entire agreement between you and Directory Marketing Associates and governs your use of the Service, superseding any prior agreement between you and Directory Marketing Associates. The failure of Directory Marketing Associates to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU 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 TOU 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 TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.**

## **20. VIOLATION OF TERMS AND LIQUIDATED DAMAGES**

Please report any violations of the TOU by sending an email to [patrick@directorymarketingassociates.com](mailto:patrick@directorymarketingassociates.com).

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for Directory Marketing Associates to pursue legal action to enforce the TOU, you will be liable to pay Directory Marketing Associates the following amounts as liquidated damages, which you accept as reasonable estimates of Directory Marketing Associates's damages for the specified breaches of the TOU:

If you post a message that (i) impersonates any person or entity; (ii) falsely states or otherwise misrepresents your affiliation with a person or entity; or (iii) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay Directory Marketing Associates one thousand dollars (\$1,000) for each such message. This provision does not apply to messages that are lawful non-deceptive parodies of public figures.

If Directory Marketing Associates establishes limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay Directory Marketing Associates one hundred dollars (\$100) for each message posted in excess of such limits or for each day on which you access Directory Marketing Associates in excess of such limits, whichever is higher.

If you send unsolicited email advertisements to Directory Marketing Associates email addresses or through Directory Marketing Associates computer systems, you agree to pay Directory Marketing Associates twenty five dollars (\$25) for each such email.

If you post Content in violation of the TOU, other than as described above, you agree to pay Directory Marketing Associates one hundred dollars (\$100) for each item of Content posted. In its sole discretion, Directory Marketing Associates may elect to issue a warning before assessing damages.

If you are a Posting Agent that uses the Service in violation of the TOU, in addition to any liquidated damages under clause (d), you agree to pay Directory Marketing Associates one hundred dollars (\$100) for each and every item of Content posted in violation of the TOU. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service (the "Principal"), and the Principal (by engaging the Posting Agent in violation of the TOU) agrees to pay Directory Marketing Associates an additional one hundred dollars (\$100) for each item of Content posted by the Posting Agent on behalf of the principal in violation of the TOU.

If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of the TOU without Directory Marketing Associates's express written permission, you agree to pay Directory Marketing Associates three thousand dollars (\$3,000) for each day on which you engage in such conduct.

Notwithstanding any other provision of the TOU, Directory Marketing Associates retains the right to seek the remedy of specific performance of any term contained in the TOU, or a

preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in the TOU, or to seek to recover damages arising from or relating to a violation of this TOU or any combination thereof.

## **21. FEEDBACK**

We welcome your questions and comments. Please send them to [patrick@directorymarketingassociates.com](mailto:patrick@directorymarketingassociates.com).

## **22. TERMS OF USE FOR ALL SERVICES**

Directory Marketing Associates offers a variety of online programs (the “Programs”) as a convenience to its participating professionals and persons interested in engaging a professional (the “Consumer”) to perform or receive services (“Services”) or information about such Services.

As a condition to your use of the Programs and as material inducement on the part of Directory Marketing Associates and its Affiliates to offer the Programs, you expressly acknowledge and agree that:

Use of the Programs are at your sole risk. Directory Marketing Associates and its Affiliates expressly disclaim any and all warranties of any kind, express or implied arising out of or relating to:

- **For Consumers:**
- a) the Programs
- b) the Professional
- c) the Services to be performed by any Professional.
  - a) your use of the Programs
  - b) the engagement by you of any Professional
  - c) any acts, negligence, breach of contract or other conduct engaged in by you or by any of the Professional’s agents, vendors, consultants and the like
  - d) any other matter relating to the Programs.

- In no event will Directory Marketing Associates’s liability to you for any reason whatsoever exceed in the aggregate the sum of \$25.00.

- Directory Marketing Associates and its Affiliates do not provide, nor will they provide, any service to or for you, nor is Directory Marketing Associates and its Affiliates a party to any agreement which you may enter into with a Professional. If you engage the services of any Professional, all arrangements in such regard are solely between you and the concerned Professional.

- If any of the above Terms of Use are found by a court of competent jurisdiction to be invalid, all of the other provisions of the Terms of Use shall remain in full force and effect.

For Professionals:

- a) the Programs
- b) the Consumers
- c) the agreement between you and the Consumer.

Directory Marketing Associates, its Officers, Directors, Members and Employees, as well as Directory Marketing Associates Affiliates, shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages or other losses resulting from or relating in any manner to:

- a) your use of the Programs
- b) the engagement of you by any Consumer
- c) any acts, negligence, breach of contract or other conduct engaged in by you or by any of the your or the Consumer's agents, vendors, consultants and the like
- d) any other matter relating to the Programs.

- In no event will Directory Marketing Associates's liability to you for any reason whatsoever exceed in the aggregate the sum of \$25.

- Directory Marketing Associates and its Affiliates are not a party to any agreement which you may enter into with a Consumer. If you are engaged by a Consumer, all arrangements in such regard are solely between you and the concerned Consumer.

- If any of the above Terms of Use are found by a court of competent jurisdiction to be invalid, all of the other provisions of the Terms of Use shall remain in full force and effect.

Questions about our services programs may be directed to:  
[patrick@directorymarketingassociates.com](mailto:patrick@directorymarketingassociates.com)

Directory Marketing Associates, its Officers, Directors, Members and Employees, as well as Directory Marketing Associates Affiliates, shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages or other losses resulting from or relating in any manner to:

## **23. BRAND AGREEMENT**

Legal Disclaimer: By logging in to your Directory Marketing Associates account, you are agreeing to the terms below and you are stating that you have the authority to represent the

manufacturer's products, pricing, and copyrighted material online. If you do not agree to the terms, or if you do not have the legal right to represent this brand relative to the terms below, please do not login to the account.

1) **Parties:** This “**Agreement**” between “**I**” or “**me**” or the “**Company**” and Directory Marketing Associates. (“**Directory Marketing Associates**”, together with me, “**we**” or the “**parties**”) governs the relationship between the parties. The parties agree to conduct this transaction and permit the creation of this Agreement by electronic means.

2) **Content:** I hereby license to Directory Marketing Associates the use of the images (including logo, products, installation photos, etc.), product catalog, and related data, such as and including product pricing, that I provide or have placed on my website (such images, product catalog, related data, the “**Content**”) for display on Directory Marketing Associates and “**Affiliated Sites**,” including related websites, social media websites, picture hosting websites, and all other website Directory Marketing Associates at its sole discretion believes will provide beneficial exposure to me, and for use in emails, quote requests and promotional materials. I may make suggestions for the best way to showcase my products or display the Content at any time, but Directory Marketing Associates retains full discretion regarding what Content (if any) to display, how, and where. I represent and warrant that I have obtained all rights in the Content necessary for Directory Marketing Associates to exercise the rights granted hereunder, that the Content is accurate and representative of my products, and that I will update my Directory Marketing Associates account with any updates to the Content necessary to keep such Content accurate and representative of my products. Directory Marketing Associates and Affiliated Sites are not responsible for any damages associated with the Content or its interpretation.

3) **Fees:**

(a) **Membership:** Price as stated on Directory Marketing Associates at the time of purchase of the membership. Price remains locked in as long as membership is kept current. All payments are paid upfront at the beginning of the 30 day billing cycle. All yearly payments are paid upfront at the beginning of the 365 day billing cycle. Payments are automatically deducted from the account on file each billing cycle, unless I cancel my account.

4) **Length of Contract:** This Agreement is valid up to and until I cancel my account.

5) **Billing:** In the event that a payment is due on my Membership, but my credit card on file is no longer valid or active, Directory Marketing Associates may attempt to contact me to determine updated account information. Directory Marketing Associates will wait thirty (30) days before canceling my membership.

6) **Termination:** I may request termination of this agreement at any time. Termination will take effect upon the end of the last day of my billing cycle. Directory Marketing Associates may terminate this agreement at will. In the event Directory Marketing Associates terminates this agreement early, and I am not in violation of any term of this Agreement, I will receive a prorated reimbursement for the portion of the billing cycle remaining.

End Agreement.