

Names and Numbers Web Site Terms of Use

K.W. Brock Directories, Inc., d/b/a Names and Numbers (hereinafter "Names and Numbers") is committed to enforcing the policies outlined in these Terms of Use (these "Terms") as found on its Web site located at <http://www.namesandnumbers.com>. These Terms also apply to any vendor Web sites that partner with Names and Numbers for online products and services by means of using "namesandnumbers.com" as a "portal site." These Web sites can be identified through the use of Names and Numbers logo representation as found on the partner Web site.

Your use of our Web site, or any of the products or services (collectively, the "Services") offered on our additional partner sites, is subject to these Terms. We may modify these Terms at any time without notice to you by posting revised Terms on our site. Your use of our sites constitutes your binding acceptance of these Terms, including any modifications that we make.

Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

Except to the extent that you may have greater rights in a separate signed agreement with us, we have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

- Change, suspend, or discontinue all or any part of our Services;
- Refuse, move, or remove any material that you submit to our sites for any reason;
- Refuse, move, or remove any content that is available on our sites;
- Establish general practices and limits concerning use of our sites;
- You agree that we will not be liable to you or any third party for taking any of these actions.

Content on our sites

Our sites include a combination of content that we and our vendor partners create. All materials published on our sites, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and Flash animation, are protected by our copyrights or trademarks or those of our partners. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on our sites in whole or in part, other than as necessary for your own personal non-commercial use.

Our sites contain content that we create as well as content provided by third parties. This content may include, among other things, directory listings, company information, and product or service reviews. It may also include information about products and services offered by parties other than Names and Numbers, such as product/service descriptions, specifications, store locations, pricing, availability, and performance. We do not guarantee the accuracy, the integrity, the completeness, or

the quality of the content on our sites, and you may rely on any of this content only at your own risk.

Although we take measures to control the content on our site, you may be exposed to content that you find offensive, indecent, or objectionable or that is inaccurate, and you bear all risks associated with using that content. We have the right, but not the obligation, to remove any content that may, in our sole discretion, violate these Terms or that is otherwise objectionable.

Third-party sites, products, and services

Our sites may contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. We have no control over sites that are not ours, and we are not responsible for any changes to or content on them. Our inclusion on our sites of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site.

We do not sell, resell, or license any of the products or the services offered by the companies that are listed in our directories, and we disclaim any responsibility for or liability related to them. Your correspondence or related activities with third parties, including payment transactions and goods-delivery transactions, are solely between you and that third party. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any questions, complaints, or claims related to any product or service should be directed to the appropriate vendor.

Privacy policy

All of the information that we collect from you, such as name, address, city, state, zip, phone, and email information, is subject to our [Privacy Policy](#).

Your conduct on our sites

The technology and the software underlying our sites and the Services is the property of Names and Numbers, our affiliates, and our partners. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our sites or the Services. You agree not to modify the software underlying our sites in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to our sites.

Without limiting the foregoing, you agree that you will not use our sites to take any of the following actions:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
- Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
- Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our sites, any software or hardware, or telecommunications equipment;

- Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so;
- Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- Download any file that you know or reasonably should know cannot be legally obtained in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- Interfere with or disrupt our sites, servers, or networks;
- Impersonate any person or entity, including, but not limited to, a Names and Numbers representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites or to manipulate your presence on our sites;
- Take any action that imposes an unreasonably or disproportionately large load on our infrastructure;
- Engage in any illegal activities.

Unauthorized access to our sites is a breach of these Terms and a violation of the law. You agree not to access our sites by any means other than through the interface that is provided by Names and Numbers for use in accessing our sites. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of our sites, except those automated means that we have approved in advance and in writing.

Use of our sites is subject to existing laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our sites.

Indemnification

You hereby agree to indemnify, defend and hold Names and Numbers and all of our officers, directors, owners, employees, agents, information providers, affiliates, partners, and licensors (collectively, the "Names and Numbers Parties") harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by any Names and Numbers Party in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement arising out of:

- Your use of our sites;
- The content, the quality, or the performance of content that you submit to our sites;

- Your connection to our sites;
- Your violation of these Terms; or
- Your violation of the rights of any other person or entity.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

Disclaimers

Except to the extent that you may have greater rights in a separate signed agreement with us: (a) we disclaim any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material; (b) we disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the Internet using search results from our sites; (c) we disclaim any responsibility for any service outages that are caused by our maintenance on the servers or the technology that underlies our sites, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control.

WE DO NOT WARRANT THAT OUR SITES WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WE DO NOT MAKE ANY WARRANTY AS TO THE CONTENT ON OUR SITES. OUR SITES AND THEIR CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH OUR SITES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. NEITHER WE NOR ANY OF OUR PARTNERS MAKES ANY WARRANTY THAT (i) OUR SITES WILL MEET YOUR REQUIREMENTS, (ii) OUR SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU PURCHASE OR OBTAIN THROUGH OUR SITES WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS WILL BE CORRECTED. NEITHER WE NOR ANY OF OUR PARTNERS MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITES, ANY CONTENT, OR ANY OF OUR SERVICES, TOOLS, PRODUCTS, OR PROPERTIES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF OUR SITES AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

NEITHER WE NOR OUR PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE OUR SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THAT OF OUR THIRD-PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Arbitration

Names and Numbers may elect to resolve any controversy or claim arising out of or relating to these Terms or our sites by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Kansas City, Missouri, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a state or federal court of competent jurisdiction in the state of Kansas, necessary to protect the rights or the property of you or Names and Numbers (or its agents, suppliers, and subcontractors), pending the completion of arbitration.

Miscellaneous

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our sites.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

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 our sites or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

These Terms, including all terms, conditions, and policies that are incorporated into these terms by reference, constitute the entire agreement between you and Names and Numbers and govern your use of our sites, and, except as specifically set forth herein, superseding any prior agreements that you may have with us.

These Terms shall be construed in accordance with the laws of the State of Kansas, and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in Kansas if seeking interim or preliminary relief or enforcement of an arbitration award.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.