

## **SuperTalk.fm Classifieds and Super Swap Terms of Use**

**In these terms, the word classifieds refers to classifieds on www.supertalk.fm and Super Swap on The SuperTalk Radio Network.**

This Classifieds Terms of Use applies only to your use of the SuperTalk.fm classified listings and other resources available at the domain SuperTalk.fm and its subdomains (the "Classifieds"), hosted by Intertech Media and USNetworx. By accessing or using Classifieds you agree to comply with and be bound by the SuperTalk.fm Classifieds Terms of Use. Please review a copy of this Supertalk.fm and TeleSouth Communications, Inc. Terms of Use below.

Acceptance of Terms

### **1. ACCEPTANCE OF TERMS**

Should you object to any term or condition in this Classifieds Terms of Use or any guidelines or future updates to this Classifieds Terms of Use or should you become dissatisfied with SuperTalk.fm in any way on account of your use of Classifieds, your only recourse is to immediately discontinue use of Classifieds. SuperTalk.fm and TeleSouth Communications, Inc. will not be liable for any loss or damage arising from or related to your or any other party's non-compliance with this Classifieds Terms of Use.

This Classifieds Terms of Use may be updated by SuperTalk.fm and TeleSouth Communications, Inc. at any time. You understand and agree that you are solely responsible for reviewing this Classifieds Terms of Use each time you use Classifieds. You can always review the most current version of this Classified Term of Use by clicking on the link labeled "Classifieds Terms of Use" at the bottom of the Classifieds pages. Any continued use of Classifieds by you after such amended Classifieds Terms of Use have been posted or information regarding such amendment has been sent to you, shall be deemed your consent and agreement to such amended Classifieds Terms of Use.

You understand and agree that unless expressly stated, SuperTalk.fm and TeleSouth Communications, Inc. in no way, verifies or endorses any of the information contained on or in Classifieds including, but not limited to, listings, links, messages, advertisements and reviews. While SuperTalk.fm and TeleSouth Communications, Inc. conducts automated searches for key words in listings to identify and block listings from Classifieds that violate portions of this Classifieds Terms of Use relating to prohibited Content (defined below), we do not promise, and you should not expect, that that such Content will not appear on Classifieds, and we will have no liability to you or to any third party for such Content.

Some listings that you access through Classifieds may originate from and be located on third party websites. If you click on these listings, you will be taken to the third party website hosting such listing and will also be subject to such third party's privacy policy and terms of use, if any. References on Classifieds to any names, marks, products or services of third parties or hypertext links to third party sites or information do not in any way constitute or imply SuperTalk.fm and TeleSouth Communications, Inc. endorsement, sponsorship or recommendation of the third party, information, product or service. SuperTalk.fm and TeleSouth Communications, Inc. is not responsible for the content of any third party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to link to any such third party web sites, you do so entirely at your own risk.

By accepting this Classifieds Terms of Use through your use of Classifieds, you certify that you are 18 years of age or older. If you are under the age of 18 but at least 13 years of age you may use Classifieds only under the supervision of a parent or legal guardian who agrees to be bound by this Classifieds Terms of Use of Use. SuperTalk.fm and TeleSouth Communications, Inc. does not intentionally collect personal information about children under the age of 13. Children under the age of 13 may not use Classifieds other than for browsing, and parents or legal guardians may not agree to this Classifieds Terms of Use on their behalf. If you are a parent or legal guardian agreeing to this Classifieds Terms of Use for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of Classifieds, including all financial charges and legal liability that he or she may incur. If you do not agree to (or cannot comply with) any of these terms and conditions, do not use Classifieds. All billing and personal information provided must be truthful and accurate. Providing any untruthful or inaccurate information will constitute a breach of this Classifieds Terms of Use.

[Please report any violation of this Classifieds Terms of Use to [classifieds@supertalk.fm](mailto:classifieds@supertalk.fm)].

Use of Site

## 2. USE OF SITE

You can browse Classifieds without providing any personal information. However, you must provide your email address and may be asked for other personal information to use Classifieds in other ways, including without limitation, to post a listing on Classifieds or to receive email alerts from Classifieds. If you place a listing, sign up for an email alert or use the Classifieds in any other way that requires you to provide personal information to SuperTalk.fm and TeleSouth Communications, Inc. , you must be at least 18 years of age. You agree to notify SuperTalk.fm and TeleSouth Communications, Inc. immediately of any unauthorized use of your email address or other personal information in connection with Classifieds, including without limitation, any listing. By providing this information, you agree that both SuperTalk.fm and TeleSouth Communications, will have access to this information, and such information will only be used in accordance with the Supertalk.fm privacy policy. SuperTalk.fm and TeleSouth Communications, Inc. reserves the right to refuse access to Classifieds to any user, or to delete any listings, including without limitation, those created by users who appropriate the name, likeness, e-mail address or other personal information of another individual.

Content

3. CONTENT You understand that all listings, messages, text, files, images, photos, video, audio or other materials ("Content") posted on, transmitted through, or linked from Classifieds are the sole responsibility of the person or organization that posted such Content. SuperTalk.fm and TeleSouth Communications, Inc is not responsible for Content made available through Classifieds and while SuperTalk.fm and TeleSouth Communications, Inc conducts automated searches for key words in listings to identify and block listings from Classifieds that violate certain portions of this Classifieds Terms of Use relating to prohibited Content, it does not promise, and you should not expect, that that such Content will not appear on Classifieds. Therefore, by using Classifieds, you may be exposed to content that is offensive, indecent, inaccurate, misleading or otherwise objectionable. Furthermore, Classifieds and the Content may contain links to other web sites that are completely independent of SuperTalk.fm and TeleSouth Communications, Inc. SuperTalk.fm and TeleSouth Communications, Inc makes no

representation or warranty as the accuracy, completeness or authenticity of the information contained on such web sites. Under no circumstances will SuperTalk.fm and TeleSouth Communications, Inc 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, linked or otherwise made available through Classifieds. You understand and agree that any uploading from or posting of Content to Classifieds will be at your sole risk and SuperTalk.fm and TeleSouth Communications, Inc shall not be responsible to you in any way. Further, SuperTalk.fm and TeleSouth Communications, Inc does not provide any warranty as to your use of any Content that you access through Classifieds. You are also fully responsible for any Content you post on Classifieds and for the consequences of any such Content. You agree to comply with all applicable laws, rules and regulations, including without limitation, state and Federal laws prohibiting the sales of certain products within the state in which you reside or use Classifieds and the state in which you intend to sell a product. Although SuperTalk.fm and TeleSouth Communications, Inc does not claim ownership of Content that its users post, by posting Content to Classifieds, you automatically grant, and you represent and warrant that you have the right to grant, to SuperTalk.fm and TeleSouth Communications, Inc an irrevocable, perpetual, non-exclusive, royalty free, worldwide license to use, copy, perform, display and distribute any Content you post to Classifieds and to prepare derivative works of, or incorporate into other works, the Content, and to grant and authorize sublicenses through multiple tiers of the foregoing. You also understand and agree that SuperTalk.fm and TeleSouth Communications, Inc, in its sole discretion, may refuse, move or delete any Content for any reason, including without limitation, Content posted in the incorrect category.

#### User Conduct

#### 4. USER CONDUCT

You agree to act responsibly and to treat other users with respect. You will not use Classifieds to harass or abuse other users. Individuals who SuperTalk.fm and TeleSouth Communications, Inc determines, in SuperTalk.fm and TeleSouth Communications, Inc sole discretion, have behaved inappropriately, including without limitation, harassment of other individuals, may be removed or blocked from Classifieds. You agree not to post, email or otherwise make available Content to Classifieds that, SuperTalk.fm and TeleSouth Communications, Inc determines:

- Is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, bigoted, racially offensive, pornographic, obscene, or otherwise objectionable;
- Advertises any illegal services or the sale of any items prohibited or restricted by applicable law or otherwise not acceptable for advertising on Classifieds.
- Is harmful to minors or displays sexually explicit material of any kind;
- Encourages conduct that could constitute a criminal offense, gives rise to civil liability or otherwise violates any applicable local, state, national or international law or regulation, including without limitation, the Fair Housing Act, equal employment opportunity laws and the anti-discrimination provisions of the Immigration and Nationality Act;
- Transmits or posts any unsolicited or unauthorized advertising, spam, junk mail, chain letters, or pyramid schemes;

- Infringes upon any third party rights, including without limitation, patents, trademarks, trade secrets, copyrights, right of publicity, right of privacy or any other proprietary rights;
- You do not have a right to make available under any law or under contractual or fiduciary relationships;
- Transmits or posts any viruses or material designed to disrupt, limit or destroy any functionality of any computer software or hardware of users or Classifieds;
- Collects, stores or solicits information about other users for commercial or unlawful purposes;
- Engages in any commercial activity, including without limitation, contests, sweepstakes, or Reselling (as defined herein) without SuperTalk.fm and TeleSouth Communications, Inc prior consent. For purposes of this Classifieds Terms of Use, Reselling shall be defined as purchasing or intending to purchase any product(s) from SuperTalk.fm and TeleSouth Communications, Inc for the purpose of reselling the same product(s) through Classifieds;
- Are too similar or repetitive of other Content made available by the same user;
- Serves no other purpose than to send traffic to another website;
- Contains personally identifiable information about another user that is published without that user's express consent;
- Contains material originally posted by another user that is reposted without permission or attribution;
- Has misleading email addresses or other manipulated identifiers to disguise its origin;
- Imposes an unreasonable or disproportionately large load on SuperTalk.fm and TeleSouth Communications, Inc infrastructure, disrupts the normal flow of dialogue, or that otherwise negatively affects other users' ability to use Classifieds;
- Is false, deceptive, misleading, deceitful or constitutes a "bait and switch."

Additionally, you agree not to:

- Contact anyone who has asked not to be contacted;
- "Stalk" or otherwise harass anyone;
- Delete or revise any material posted by any other user;
- Repeatedly post the same or similar Content or purposefully post Content in an irrelevant category or city;
- Impersonate any person or entity or falsely state or misrepresent your affiliation with another person or entity, including without limitation, SuperTalk.fm and TeleSouth Communications, Inc;

- Use any form of automated device or computer program that enables the submission of listings to Classifieds without each listing being manually entered by the author thereof, including without limitation, the use of any such automated posting device to submit listings in bulk, or for automatic submission of listings at regular intervals;
- Attempt to gain unauthorized access to SuperTalk.fm and TeleSouth Communications, Inc computer systems or networks for any reason, including without limitation, to engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, Classifieds or the SuperTalk.fm and TeleSouth Communications, Inc Site.

Access to Classifieds

## 5. ACCESS TO CLASSIFIEDS

Subject to your compliance with this Classifieds Terms of Use, SuperTalk.fm and TeleSouth Communications, Inc grants you a limited, revocable, non-exclusive license to access Classifieds for your personal use only. This license does not permit, and you agree not to: (a) access or otherwise use Classifieds in connection with Posting Agents (as defined in Section 8); or (b) collect, aggregate, copy, duplicate, display or make derivative use of Classifieds or use data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by SuperTalk.fm and TeleSouth Communications, Inc. A limited exception to (b) is provided to (i) 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 Classifieds, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent, (ii) search agents available from SuperTalk.fm and TeleSouth Communications, Inc on Classifieds and (iii) generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer). "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 classifieds listings such as jobs, housing, for sale, or services, or which is in the business of providing classified ad listing services.

Use of Classifieds beyond the scope of authorized access granted to you by SuperTalk.fm and TeleSouth Communications, Inc immediately terminates your license to use Classifieds.

## 6. YOUR USE OF INFORMATION FROM CLASSIFIEDS

You agree to use other users' personal information only for:

- Classifieds transaction-related purposes which shall in no case include the sending of Spam messages to users;
- using services offered through Classifieds, or
- other purposes that a user expressly chooses.

## 7. NO SPAM POLICY

You may not use our communications tools to send unsolicited emails ("Spam"). You understand that sending Spam to email addresses found on Classifieds or through Classifieds is expressly prohibited and such actions may use or cause to be used computer systems located in California. Any unauthorized use of SuperTalk.fm and TeleSouth Communications, Inc computer systems is

a violation of this Classifieds Terms of Use and certain federal and state laws, including without limitation, the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her agents to civil and criminal penalties.

Posting Agents

## 8. POSTING AGENTS

A "Posting Agent" is a third-party agent, service, or intermediary that offers to post Content to Classifieds on behalf of others. To moderate demands on SuperTalk.fm and TeleSouth Communications, Inc resources, you may not use a Posting Agent to post Content to Classifieds without express written permission or license from SuperTalk.fm and TeleSouth Communications, Inc. Correspondingly, Posting Agents are not permitted to post Content on behalf of others, to cause Content to be so posted, or otherwise access Classifieds to facilitate posting Content on behalf of others, except with express written permission or license from SuperTalk.fm and TeleSouth Communications, Inc.

Fees for Certain Listings

## 9. FEES FOR CERTAIN LISTINGS

We may charge a fee to post Content in some areas of Classifieds. The fee may be an access fee permitting Content to be posted in a designated area or a fee for premium listings. Each party posting Content to Classifieds is responsible for the Content they post and compliance with this Classifieds Terms of Use. All fees paid will be non-refundable. However, SuperTalk.fm and TeleSouth Communications, Inc may choose to refund fees, in its sole discretion, in the event that Content is blocked or removed from Classifieds due to a violation of the Classifieds Terms of Use.

Ownership

## 10. OWNERSHIP

All right, title and interest in and to the SuperTalk.fm and TeleSouth Communications, Inc Site and Classifieds are and will remain the exclusive property of Supertalk.fm and TeleSouth Communications, Inc., its affiliates and its licensors, as applicable. The SuperTalk.fm and TeleSouth Communications, Inc names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of SuperTalk.fm and TeleSouth Communications, Inc. and all other marks are the property of their respective owners and may not be used without prior written permission. Except as otherwise expressly set forth in this Classifieds Terms of Use, you may not copy reproduce, distribute, or create derivative works of Classifieds, the Content or the SuperTalk.fm and TeleSouth Communications, Inc Site without SuperTalk.fm and TeleSouth Communications, Inc's express written authorization. All rights not expressly granted in this Classifieds Terms of Use are reserved to SuperTalk.fm and TeleSouth Communications, Inc.

Supertalk.fm and TeleSouth Communications, Inc. respects the intellectual property rights of others and expects users of Classifieds to do the same. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information that you do not have legal authorization to use in such manner.

## 11. DMCA NOTICE

It is the policy of SuperTalk.fm and TeleSouth Communications, Inc to respond to claims of copyright infringement. We will promptly process and investigate notices of alleged infringement by third parties and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"), where applicable.

Pursuant to the DMCA, notifications of claimed copyright infringement by third parties should be sent to SuperTalk.fm and TeleSouth Communications, Inc. If you believe that your copyrighted work has been infringed under U.S. copyright law and is accessible on Classifieds, please notify us by contacting our SuperTalk.fm and TeleSouth Communications, Inc. Even if you believe that the alleged infringing work was not posted by a third party, please send all notifications of claimed copyright infringement to SuperTalk.fm and TeleSouth Communications, Inc.

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to SuperTalk.fm and TeleSouth Communications, Inc that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit SuperTalk.fm and TeleSouth Communications, Inc to locate the material;
4. Information reasonably sufficient to permit SuperTalk.fm and TeleSouth Communications, Inc to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

SuperTalk.fm and TeleSouth Communications, Inc for notice of claims of copyright infringement can be reached as follows:

By mail:

Bob Sullender  
SuperTalk.fm and TeleSouth Communications, Inc  
6311 Ridgewood Road  
Jackson, MS 39211

By e-mail:

[classifieds@supertalk.fm](mailto:classifieds@supertalk.fm)

**This contact information is only for reporting claims of copyright infringement. Contact information for other matters is provided elsewhere on Classifieds.**

Upon receipt of a valid notification of alleged copyright infringement by a third party, SuperTalk.fm and TeleSouth Communications, Inc shall remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that it has removed or disabled access to this material.

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer or by SuperTalk.fm and TeleSouth Communications, Inc, if injured by relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed against you, you may file a counter notification with the Designated Agent at the address listed above.

To be effective, a counter notification must be a written communication provided to the SuperTalk.fm and TeleSouth Communications, Inc that includes the following:

1. A physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located and that you will accept service of process from the complainant who provided the original notification or an agent of such person or entity.

If SuperTalk.fm and TeleSouth Communications, Inc receives a valid counter notification, it shall provide the complainant with a copy of the counter notification, inform the complainant that it will replace the removed material or cease disabling access to it in 10 to 14 days from receipt of the counter notification, and replace the removed material or cease disabling access to it in 10 to 14 business days, provided that SuperTalk.fm and TeleSouth Communications, Inc has not received notice from the complainant that an action has been filed seeking a court order to

restrain the alleged infringer from engaging in infringing activity relating to the material on SuperTalk.fm and TeleSouth Communications, Inc's system.

You should be aware that the DMCA provides substantial penalties for a false counter notice filed in response to a notice of copyright infringement. Claimants who make misrepresentations in their counter notification statement may be liable for any damages, including costs and attorneys' fees, incurred by any copyright owner or copyright owner's authorized licensee, or by SuperTalk.fm and TeleSouth Communications, Inc, if injured by relying upon such misrepresentation in replacing the removed material or ceasing to disable access to it.

Interactions with Organizations or Individuals

## 12. INTERACTIONS WITH ORGANIZATIONS OR INDIVIDUALS

SuperTalk.fm and TeleSouth Communications, Inc shall not be liable for your interactions with any organizations and/or individuals found through Classifieds, including without limitation, those third parties whose listings are designated as "Trusted Listings" (as further described below). This includes, but is not limited to, interactions related to payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such interactions. These interactions are solely between you and such organizations and/or individuals. You agree that SuperTalk.fm and TeleSouth Communications, Inc is not responsible for any damage or loss incurred as a result of any such interactions, including without limitation, those interactions with third parties whose listings are designated as "Trusted Listings." You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

Listings designated by SuperTalk.fm and TeleSouth Communications, Inc as "Trusted Listings" are listings that SuperTalk.fm and TeleSouth Communications, Inc believes provide a lower chance of fraud or scams or customer losses from such activities due to the favorable fraud protection and customer policies of the party providing the listing. By way of example and not limitation, a listing may be designated as a "Trusted Listing" because the party responsible for such listing (i) guarantees such listing by refunding money lost through fraud or scams or (ii) controls its listings by limiting the parties that are permitted to place listings on its sites. Neither SuperTalk.fm nor TeleSouth Communications, Inc guarantees that any listing designated as a "Trusted Listing" will not be associated with fraud or scams.

SuperTalk.fm and TeleSouth Communications, Inc is under no obligation to become involved in disputes between participants of Classifieds, or between participants of Classifieds and any third party, and SuperTalk.fm and TeleSouth Communications, Inc, its affiliates, officers, employees and agents shall have no liability or responsibility for any claims, damages, or liabilities arising from such disputes. In the event of a dispute, you hereby release SuperTalk.fm and TeleSouth Communications, Inc, its officers, employees, agents, affiliates and successors in rights from any claims, damages and demands of every kind and nature arising out of or in any way related to such disputes and our Classifieds.

If there are any defects with any items purchased using Classifieds, any returns must be made directly to the organization or individual from which you made such purchase. Under no circumstances shall such items be returned to SuperTalk.fm and TeleSouth Communications, Inc. SuperTalk.fm and TeleSouth Communications, Inc will not be responsible for any such items sent to Supertalk.fm and TeleSouth Communications, Inc..

If you are a California resident, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Limitation and Termination of Service

### 13. LIMITATION AND TERMINATION OF SERVICE

You acknowledge that SuperTalk.fm and TeleSouth Communications, Inc may establish limits concerning use of Classifieds, including, without limitation, the maximum number of days that Content will be retained by Classifieds, the maximum number and size of listings, email messages, or other Content that may be transmitted or stored by Classifieds, and the frequency with which you may access Classifieds. You agree that SuperTalk.fm and TeleSouth Communications, Inc has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by Classifieds. You acknowledge that SuperTalk.fm and TeleSouth Communications, Inc reserves the right at any time to modify or discontinue Classifieds (or any part thereof) with or without notice, and that SuperTalk.fm and TeleSouth Communications, Inc shall not be liable to you or to any third party for any modification, suspension or discontinuance of Classifieds.

You agree that SuperTalk.fm and TeleSouth Communications, Inc in its sole discretion, has the right (but not the obligation) to delete or deactivate your listing, block your email or IP address, or otherwise terminate your access to or use of Classifieds (or any part thereof), immediately and without notice, and remove and discard any Content within Classifieds, for any reason, including, without limitation, if SuperTalk.fm and TeleSouth Communications, Inc believes that you have acted inconsistently with this Classifieds Terms of Use. Further, you agree that SuperTalk.fm and TeleSouth Communications, Inc shall not be liable to you or any third-party for any termination of your access to Classifieds. Further, you agree not to attempt to use Classifieds after said termination.

### 15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT YOUR USE OF CLASSIFIEDS OR THE CONTENT IS AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF CLASSIFIEDS, INCLUDING WITHOUT LIMITATION, THE DOWNLOAD OF FILES, SOFTWARE AND/OR ANY GRAPHICS OR OTHER CONTENT. CLASSIFIEDS AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC., AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NEITHER SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC., NOR ITS LICENSORS OR SUPPLIERS MAKE ANY WARRANTY THAT CLASSIFIEDS OR THE CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT CLASSIFIEDS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES

SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC., ITS LICENSORS OR SUPPLIERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF CLASSIFIEDS OR AS TO THE ACCURACY, TRUTHFULNESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH CLASSIFIEDS OR THAT DEFECTS IN CLASSIFIEDS WILL BE CORRECTED. SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC. DISCLAIMS ANY WARRANTIES FOR GOODS OR SERVICES RECEIVED THOROUGH OR ADVERTISED ON CLASSIFIEDS OR ACCESSED THROUGH ANY LINKS ON CLASSIFIEDS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

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## LIMITATIONS ON LIABILITY

### 16. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC., OR ANY OF ITS AFFILIATES, LICENSORS, EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE CLASSIFIEDS OR THE CONTENT, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS OPPORTUNITY, EVEN IF SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC. SHALL HAVE NO LIABILITY TO YOU OR OTHER THIRD PARTIES FOR ANY ACTION OF ANY THIRD PARTY OR ANY THIRD PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM CLASSIFIEDS. YOU AGREE THAT THE AGGREGATE LIABILITY OF SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC. TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF CLASSIFIEDS OR THE CONTENT IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC., IF ANY, FOR ACCESS TO AND USE OF CLASSIFIEDS OR THE CONTENT. IF YOU HAVE NOT PAID SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC. FOR ACCESS OR USE OF CLASSIFIEDS, SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC. WILL HAVE NO LIABILITY TO YOU WHATSOEVER. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SUPERTALK.FM AND TELESOUTH COMMUNICATIONS INC. AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## Indemnity

### 17. INDEMNITY

You hereby agree, at your expense, to indemnify, defend and hold Supertalk.fm and TeleSouth Communications, Inc., its affiliates, agents and employees harmless from and against any loss, cost, damages, liability, and/or expense arising out of or relating to (A) third party claims, actions or allegations of infringement of any patent, trademark, copyright, trade secret or other

proprietary right based on information, data or Content you submitted in connection with Classifieds, (B) any fraud, manipulation or other breach of this Classifieds Terms of Use by you, (C) any listings or Content place by you or by a third party through your email address on Classifieds or (D) third party claims, actions or allegations brought against Supertalk.fm and TeleSouth Communications, Inc. arising out of your use of Classifieds.

## 18. GENERAL INFORMATION

This Classifieds Terms of Use is governed in all respects by the laws of the State of Mississippi, U.S.A, without reference to its conflicts of laws principles and any dispute arising hereunder shall be submitted to state and federal courts in Jackson, Mississippi and you consent to the exclusive jurisdiction of such courts. If any provision of this Classifieds Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Supertalk.fm and TeleSouth Communications, Inc.'s failure to act with respect to a breach of the Classifieds Terms of Use by you does not waive Supertalk.fm and TeleSouth Communications, Inc.'s right to act with respect to subsequent or similar breaches. You may not assign or transfer this Classifieds Terms of Use or any rights or obligations hereunder, and any attempt to the contrary is void. This Classifieds Terms of Use shall inure to the benefit of and be binding upon each party's successors and assigns. Supertalk.fm and TeleSouth Communications, Inc. shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond Supertalk.fm and TeleSouth Communications, Inc.'s reasonable control. Any notice required or given to you under this Classifieds Terms of Use shall be delivered by electronic mail at the email address provided by you on Classifieds. This Classifieds Terms of Use constitutes the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral. Sections 10, 12, 14, 15, 16, 17 and 18 shall survive any termination of this Classifieds Terms of Use.

This Classifieds Terms of Use was updated on March 20, 2010. Please check this Classifieds Terms of Use periodically for changes.