

## **Terms of Use**

Date of Last Revision: August 3, 2008.

Welcome to Baybasi, a non-profit social-cultural organization. The Baybasi organization (collectively, "Baybasi" or "the organization") are operated by Baybasi, Inc. and its corporate affiliates (collectively, "us", "we" or "the Company"). By accessing or using our web site at [www.baybasi.org](http://www.baybasi.org) or the mobile version thereof (together the "Site") or by posting a link on your site, you (the "User") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"), whether or not you are a registered member of Baybasi. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

**PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.**

## **Eligibility**

Membership to the organization is void where prohibited. This Membership registration is intended solely for members who are eighteen (18) years of age or older. Any registration by anyone who is under 18, and is unauthorized, unlicensed and in violation of these Terms of Use, is void. By using the Membership registration, you represent and warrant that you are 18 or older, and that you agree to and to abide by all of the terms and conditions of this Agreement.

## **Registration Data; Account Security**

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Member Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any

other information you provide to Company, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

## **Trademarks**

Baybasi and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Company in the U.S. and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

## **User Conduct**

You understand that except for advertising programs offered by us on the Site (e.g., Baybasi Flyers), the Service and the Site are available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition, you agree not to use the Membership Service or the Site to:

- harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- use the Membership Service in any unlawful manner or in any other manner that could damage, disable, overburden or impair the organization;
- use automated scripts to collect information from or otherwise interact with the Service or the Site;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;

- intimidate or harass another;
- use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service or the Site.

## **Baybasi Mobile Services**

The Service may include certain services that are available via your mobile phone, including (i) the ability to update content to Baybasi via your mobile phone (Mobile Uploads), (ii) the ability to receive and reply to Baybasi messages, to poke and receive pokes and to write wall posts using text messaging (Mobile Texts), (iii) the ability to browse Baybasi web pages from your mobile phone (Mobile Web), and (iv) the ability to access certain Baybasi web features through a mobile application you have downloaded and installed on your mobile phone (Mobile Client) (collectively the "Mobile Services"). We do not charge for these Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services. By using the Mobile Services, you agree that we may communicate with you regarding Baybasi and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Baybasi account information to ensure that your messages are not sent to the person that acquires your old number.

## **Member Disputes**

You are solely responsible for your interactions with other Baybasi Members. We reserve the right, but have no obligation, to monitor disputes between you and other members.

## **Privacy**

We care about the privacy of our Members. By using the Site or the Service, you are consenting to have your personal data transferred to and processed in the United States.

## **Disclaimers**

The Organization is not responsible or liable in any manner for any User Contents, or Content posted on the Site or in connection with the Service, whether posted or caused by users of the Site, by Baybasi, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service. We do not control and are not responsible for what member post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Applications, Software or Content. The Company is not responsible for the member conduct.

## **Limitation on Liability**

IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS FROM YOUR USE OF THE SITE OR THE SERVICE, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP, BUT IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$0.99. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **Termination**

The Company may terminate your membership, delete your membership profile and any content or information that you have provided and/or prohibit you from using or accessing the Member Service or the Site for any reason, or no reason, at any time in its sole discretion, with or without notice.

## **Arbitration**

YOU AND ORGANIZATION AGREE THAT, EXCEPT AS MAY OTHERWISE BE PROVIDED IN REGARD TO SPECIFIC SERVICES ON THE SITE IN ANY SPECIFIC TERMS APPLICABLE TO THOSE SERVICES, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF USE, THE SITE AND/OR THE SERVICE (INCLUDING YOUR VISIT TO OR USE OF THE SITE AND/OR THE MEMBERSHIP SERVICE) SHALL BE FINAL AND BINDING ARBITRATION.

## **Definitions and Constructions**

Unless otherwise specified, the terms "includes", "including", "e.g.", "for example", and other similar terms are deemed to include the term "without limitation" immediately thereafter. Terms used in these Terms with the initial letter(s) capitalized will have the meaning attributed to them in these Terms.

## **Other**

These Terms of Use constitute the entire agreement between you and Organization regarding the use of the Membership Service, superseding any prior agreements between you and Organization relating to your use of the Service. The failure of Organization to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

## **Questions**

Please send email to [webmater@baybasi.org](mailto:webmater@baybasi.org)