

# **NYPHONE STANDARD TERMS AND CONDITIONS**

## **NEW YOUTH PHONE INC.**

### **1. Introduction**

These Website Standard Terms and Conditions (these “Terms” or these “Website Standard Terms and Conditions”) contained herein on this webpage, shall govern your use of NYPhone website, including all pages within this website (collectively referred to herein below as “The Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms and Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you a minor.

### **2. Intellectual Property Rights**

Other than content you own, which you may have opted to include on this Website, under these Terms, The Website and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

### **3. Restrictions**

You are expressly and emphatically restricted from all of the following:

1. publishing any Website material in any media;
2. selling, sublicensing and/or otherwise commercializing any Website material;
3. publicly performing and/or showing any Website material;
4. using this Website in any way that is, or may be, damaging to this Website;

5. using this Website in any way that impacts user access to this Website;
6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
8. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and The Website may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

#### **4. Your Content**

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant The Website a non-exclusive, worldwide, irrevocable, royalty-free, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party’s rights. The Website reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

#### **5. No warranties**

This Website is provided “as is,” with all faults, and The Website makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

## **6. Limitation of liability**

In no event shall The Website, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and The Website, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

## **7. Indemnification**

You hereby indemnify to the fullest extent The Website from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

## **8. Severability**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **9. Variation of Terms**

The Website is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

## **10. Assignment**

The Website shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **11. Trademarks**

You are prohibited from using any of the marks or logos appearing throughout the Site without permission from Our Website.

## **12. Downloading Files**

Our Website cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files, or programs.

## **13. Disputes; Arbitration**

We are committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims only as explained in this section and subject to the limitations provided in these Terms of Use. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Site or the Content, or any tool, service, or product offered on the Site, any representations made by us, or our Privacy Policy (referred to herein, collectively, as "Claims") by contacting us. If we are not able to resolve your Claims in a timely fashion (and in no event outside of 90 days), you may seek relief through arbitration as set forth below.

Any and all Claims will be resolved by binding arbitration, rather than in court. This includes any Claims you assert against us or any of our affiliates (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms of Use, regardless of whether prior versions of these Terms of Use required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms of Use as a court would.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Arbitration Consumer Rules (together, the "AAA Rules"). Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed upon location.

By agreeing to arbitration under the AAA Rules, the parties agree, among other things, that the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive power to rule on any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.

Prior to beginning an arbitration proceeding, you must send a letter describing your Claims to "Datacenters.com Legal: Arbitration Claim" at our principal office address then-listed on the Site. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at [www.adr.org](http://www.adr.org).

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration we each waive any right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to these Terms of Use. An arbitration decision may be confirmed by any court with competent jurisdiction.

## **14. Entire Agreement**

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between The Website and you in relation to your use of

this Website, and supersede all prior agreements and understandings with respect to the same.