

BLACK COBB PAGES.COM, LLC ("BCP") WEB SITE TERMS OF USE

You should carefully read the Terms of Use below before using the Black Cobb Pages.com Web Site. By using the BCP Web Site, you agree to be bound by the Terms of Use. If you do not agree with the Terms of Use you should not access or use the Web Site.

Any questions in relation to these Terms of Use should be sent to the BCP Legal Counsel.

1. DEFINITIONS

1.1. "BCP" means Black Cobb Pages.com, LLC . whose mailing address is 1750 Powder Springs Rd. Ste. 190, PMD 134, Marietta, GA 30064 and telephone number is (404) 909-8161.

1.2 "Intellectual Property" includes, without limitation, copyright, design right, patents, trademarks, goodwill and reputation and all ancillary rights associated and/or related thereto;

1.3 "Material" means all entries made on the Web Site by you;

1.4 "Personal Information" means personally identifiable information such as (but not limited to) your name, street address, telephone number, credit card information, screen name and e-mail address;

1.5 "Privacy Policy" means the privacy policy issued by BCP, which is incorporated by reference into these Terms of Use and which is set out this page;

1.6 "Service(s)" means the services and information provided from time to time by BCP through the Web Site, such services and information being subject to change at the sole discretion of BCP;

1.7 "Terms of Use" means these terms and conditions of use;

1.8 "Trade mark" means those trademarks listed in BCP's Intellectual Property;

1.9 "Web Site" means the web site at the URL www.blackcobbpages.com.

2. THE TERMS OF USE

2.1. This is a legally binding agreement.

2.2. You should carefully read these Terms of Use before using the Web Site. By using the Web Site, you agree to be bound by these Terms of Use.

2.3. If you do not agree with the Terms of Use then you should not access or use the Web Site.

3. USE OF WEB SITE

3.1. BCP grants you a non-exclusive, non-transferable license to access and use the Web Site.

3.2. You may not disseminate any portion of the Web Site through electronic means, including mail lists or electronic bulletin boards, without the prior written consent of BCP.

3.3. Except as expressly permitted in these Terms of Use, the Web Site or any part of it may not be reproduced, transmitted, or distributed without BCP's written permission. You may not commingle any portion of the Web Site with any other information and shall not edit, modify, or alter any portion.

3.4. Anyone wishing to link with the Web Site must obtain the prior written permission of BCP. Inquiries should be directed to our Sales & Marketing.

4. RIGHTS AND OBLIGATIONS OF BCP

4.1. BCP shall provide you with reasonable access to the Web Site;

4.1.2. BCP may in its absolute discretion, terminate any or all use of any or all parts of the Web Site at any time without notice; and

4.1.3. BCP may, but is not obligated to, monitor any Material residing on or transmitted to BCP's server. BCP may, without notice, change or remove any Material residing on or transmitted to BCP server that BCP, in its sole discretion, believes is unacceptable or violates any law of the United States, Georgia and/or any other applicable law, code or regulation of any jurisdiction, or these Terms of Use.

5. YOUR RIGHTS AND OBLIGATIONS

5.1 You shall use the Web Site in accordance with these Terms of Use;

5.1.2 You accept that the Web Site is provided on an "as is, as available" basis;

5.1.3 You are solely responsible for the content of the Material;

5.1.4 You will not access, or enable others to access, parts of the Web Site which You are not authorized to access, including personal information of other users of the Web Site;

5.1.5 You will not, by your use of the Web Site, pass off or infringe any Intellectual Property right of BCP or any third party, including, but not limited to any third party advertising on the Web Site;

5.1.6 You shall not post, upload, publish, reproduce, send, transmit or otherwise distribute any Material on or through the Web Site that:

5.1.6.1 is likely to give rise, or to encourage conduct that would give rise to criminal or civil liability or that would otherwise violate any law;

5.1.6.2 you shall not do not have the right to post, upload, publish, reproduce, broadcast, transmit or otherwise distribute;

5.1.6.3 passes off or infringes any copyright, trade mark, patent or other Intellectual Property right of another person;

5.1.6.4 is in contempt of any legal proceedings;

5.1.6.5 is false or misleading;

5.1.6.6 is intended to incite or is likely to excite or promote ill will or hostility against any section of the public, or indicates discrimination or an intention to discriminate against any person or class of persons, because of race, place of origin, color, ethnic or national origins, sexual orientation, marital status, disability, religion, beliefs or political opinions;

5.1.6.7 is offensive, or of an indecent, obscene or menacing character;

5.1.6.8 is likely to cause, or is for the purpose of causing, annoyance, inconvenience or needless anxiety to another;

5.1.6.9 is defamatory;

5.1.6.10 impersonates any person or misrepresents your relationship with any person or authority or conducts any fraudulent activity whatsoever;

5.1.6.11 contains unsolicited or unauthorized advertising;

5.1.6.12 contains viruses, worms, Trojan horses or other codes with contaminating or destructive properties; and

5.1.6.13 alters, steals, corrupts, destroys, interrupts or interferes with or adversely affects any file, database, network, software or hardware of us or others, or the use by us or others of the Web Site, the Internet or any network;

5.1.7 you must also not use the Web Site:

5.1.7.1 in a manner or for a purpose prohibited by law (including without limitation, to send or communicate messages, conduct activities or otherwise use the Service in contravention of the Telecommunications Act 1986, the Obscene Publications Act 1973, the Criminal Code Act 1907, the Proceeds of Crime Act 1988, the Human Rights Act 1981, or the Tenth Schedule to the Companies Act 1981); and

5.1.7.2 to send or communicate bulk, unsolicited Electronic Records (as defined in the Electronic Transactions Act 1999) to persons with whom or which you have no relationship (either contractual or personal) or to persons that have not otherwise consented to receive such Electronic Records;

5.1.8 should be aware that BCP will fully co-operate with any regulatory authority, law enforcement authorities or court order requesting or directing BCP to disclose the identity of anyone posting any such information or materials.

6. YOUR INDEMNITY

6.1 You agree to indemnify BCP from all damages, liabilities, costs, charges and expenses, including reasonable attorneys' fees, which BCP, their affiliates, employees, and authorized representatives may incur as a result of your breach of these Terms of Use or your use of, or inability to use, the Web Site.

6.2 BCP reserves the right to assume the exclusive defense and control of any such matter for which you have agreed to indemnify BCP, in which event you shall have no further obligation to indemnify with respect to that particular matter.

7. EXCLUSIONS AND LIMITATIONS OF LIABILITY

7.1 BCP does not make any guarantees or warranties as to the accuracy or completeness of or results to be obtained from, accessing and using the Web Site, the Web Site content, nor any material that can be accessed (via a direct or indirect hyperlink or otherwise) through the Web Site. The Services are provided on an "AS IS, AS AVAILABLE" basis without warranty of any kind, either express or implied, including, but not limited to, any warranty of merchantability, warranty of fitness for a particular purpose, warranty that the Services will be provided on a continuous basis or at any given time, or warranty that any transaction made or requested using the Services will be completed within a specified time.

7.2 BCP shall not be liable to you or anyone else for any inaccuracy, delay or interruption in the Services, error or omission, regardless of cause, or for any damages resulting therefrom. In no event will BCP be liable to you or any third party for any actual, special, exemplary, direct, indirect, incidental, reliance, punitive, consequential or any other damages, or for any loss, cost or expense of any kind or nature whatsoever, whether arising under contract, tort, strict liability or otherwise, regardless of the foreseeability thereof and even if BCP has been advised of the possibility thereof, including, but not limited to, loss of time, loss of profits, loss of business opportunity, loss of goodwill, loss of revenue or other economic loss with respect to any use of the Web Site.

7.3 Save as specifically provided herein, nothing in this Web Site shall be construed as an offer by BCP to enter into a contract with you. Statements relating to services or goods provided by BCP or the prices at which any services or goods are provided are an invitation to treat.

7.4 BCP does not guarantee, represent or warrant that this Web Site and its contents will be free from any virus or other elements that may cause damage to equipment ("Damaging Element") used by you. You have sole responsibility to ensure that such Damaging Elements do not cause it damage.

7.5 All material displayed by BCP on the Web Site, whether created by BCP or its users is for information only and is no substitute for specific advice or enquiry.

7.6 Where BCP provides hypertext links on the Web Site to other sites it does so for information purposes only, and such links are not endorsements by BCP of any products or services in such sites and BCP accepts no liability nor does it make any endorsement of or approval of the same. BCP will not be responsible or liable to you for any losses or damages resulting from your use of links to or from external web sites or for any dealings with such third parties.

8. PRIVACY

8.1 BCP operates the Web Site.

8.2 BCP is committed to protecting your personal privacy and subscribes to the provisions of the Standard for Electronic Transactions issued under the Electronic Transactions Act 1999. The Privacy Policy outlines the type of information that is collected by BCP on this Web Site, and how it is used and protected. The Privacy Policy also tells you what to do if you do not want Personal Information collected when visiting the Web Site.

8.3 By using the Web Site, you agree with the terms of the Privacy Policy.

8.4 BCP reserves the right to change or remove the Privacy Policy at its sole discretion.

8.5 You may contact BCP at if you have any comments or questions about the Privacy Policy or if you want to report any violations of the Privacy Policy.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property rights in the Web Site either belong to BCP or are lawfully licensed to BCP by their owners. Maps on the BCP Web Site are the Intellectual Property of the map producers and are protected by their own copyrights. Reproductions of portions of the BCP on the Web Site are the Intellectual Property of BCP. Use of the Trade Marks on the Web Site by BCP is authorized under license from the Black Cobb Pages, LLC ("BCP").

9.2 You may not in any way modify, copy, distribute, republish or upload anything on the Web Site without prior consent in writing of BCP.

9.3 No Intellectual Property rights or other rights are transferred to you.

9.4 Although BCP does not assume the responsibility for monitoring the use of Intellectual Property rights of third parties, BCP may, at its discretion, remove, suspend, terminate access or take other action against you or third parties who infringe or pass off the Intellectual Property rights of others. If You believe that the Web Site contains unauthorized reproductions of your copyrighted work, or links to web sites containing unauthorized reproductions of your copyrighted work, you may notify BCP at (404) 909-8161

10. LISTINGS

10.1 The listings and ads on the Web Site are published by BCP on behalf of BCP. If your listing is inaccurate or you want it removed please contact BCP, in writing, at 1750 Powder Springs Rd. Ste. 190 PMD 134, Marietta, GA 30064 or call (404) 909-8161.

10.2 If your GLYP listing on the Web Site is inaccurate or you want it removed please contact GLYP at 713-942-0084.

11. MISCELLANEOUS

11.1 These Terms of Use contain the entire understanding between BCP and you with respect of the Web Site and no representation, statement, inducement oral or written, not contained in these Terms of Use shall bind either BCP or you.

11.2 Should any part of these Terms of Use be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms of Use had been eliminated.

11.3 BCP may at any time revise these Terms of Use by updating this posting. By using the Web Site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Terms of Use to which you are bound.

11.4 Should BCP fail to enforce strict performance of any provision in these Terms of Use, that failure will not be construed as a waiver of such provision or any right.

11.5 This site is created and controlled by Black Cobb Pages, LLC in Marietta, Georgia. As such, the laws of Georgia will govern these Terms of Use, without giving effect to any principles of conflicts of laws. You irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Texas for any litigation arising out of or relating to use of the Web Site (and agree not to commence any litigation relating to it except in such courts).

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LIST OF TRADE MARKS

Black Cobb Pages®

Cobb Black Pages®

African American Black Pages – Cobb County, GA