

Welcome to the online Business Directory (the "Directory") of A Better World Community Development Corporation (the "CDC").

Please read the following terms of use ("Terms") carefully before using this webpage. By accessing or using CDC's Directory, you understand and agree, without limitation or qualification, to these terms.

## **I. Your Use of the Directory**

- A. You agree to access and use the Directory only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Directory. By accessing the Directory, you agree that you will not:
1. use the Directory to commit a criminal offense or to encourage others to engage in any conduct which would constitute a criminal offense;
  2. use the Directory in a way to give rise to civil liability or encourage others to engage in any conduct which would give rise to civil liability;
  3. use the Directory to impersonate other parties or entities;
  4. use the Directory to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the Directory or the hardware or software of any other person who accesses the Directory;
  5. upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or contractual relationship;
  6. alter, damage, or delete any content posted on the Directory;
  7. disrupt the Directory or its servers or networks in any way; or
  8. claim a relationship with or represent any business, association, or other organization with which you are not authorized to claim such a relationship or to represent.
- B. The CDC reserves the right to remove information posted to the Directory and/or suspend access of certain users to the Directory if the CDC has reason to believe that the information/access is being used for any of the prohibited purposes enumerated in Section I(A)(1-8) above. The CDC shall provide notice of such suspension if the user has provided the CDC with an email or other electronic address or mail address when accessing the Directory. (Notice shall be given to the user at (one of) the address(es) provided.

## **II. Information You Provide**

- A. You agree to:

1. always give accurate, correct and up to date information to the CDC, particularly that information intended to be posted in the Directory, and where otherwise prompted in your use of the Directory;
  2. only provide to the CDC information for which you have the legal right to share; and
  3. maintain and promptly update any information you provide to the CDC in association with your use of the Directory to keep that information accurate, current and complete.
- B. You agree not to:
1. attempt to cloak or conceal your identity when using the Directory or providing information to the CDC in association with your use of the Directory; or
  2. use the Directory, to include providing information to the CDC to be posted in the Directory, if you are under the age of 13.
- C. The CDC may at any time, and without notice, remove or discard any information you provide to the CDC in association with your use of the Directory, including that information included in or intended to be included in the Directory.
- D. You may request that the CDC remove or discard the information you provide to it in association with your use of the Directory, including that information posted in the Directory, by contacting Dwane Omar Jones at [djones@abetterworldcdc.org](mailto:djones@abetterworldcdc.org).
- E. To learn how the CDC may use the information you provide to it in association with your use of the Directory, please visit the Directory's Privacy Policy.

### **III. Links to Sites of Non-CDC Entities**

The Directory may contain links to other sites on the Internet that are operated by parties other than the CDC. The CDC does not imply approval of the listed destinations, warrant the accuracy of any information set out in those destinations, or endorse any opinions expressed therein. Like the Directory, all other websites operate under the auspices and at the direction of their respective owners who should be contacted directly with questions regarding the content of those sites.

### **IV. Disclaimers**

- A. The Directory and all materials contained within it are distributed and transmitted "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the quality, content, accuracy, completeness, currency, freedom from interruption, freedom from computer virus, freedom from errors or omissions, non-infringement of content placed in the Directory (whether by the CDC or a

third party) including any of the design, information, text, graphics, images, pages, interfaces, links, software, or other materials and items contained or displayed in the Directory.

- B. Reference in the Directory to any specific commercial product, process, or service, or the use of any trade, firm or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favoring by the CDC.
- C. You agree to indemnify and hold harmless the CDC and its officers, agents, and employees from and against any and all claims, liabilities, costs, expenses (including litigation costs and attorneys' fees), and special, indirect, incidental or consequential damages (regardless of whether they were foreseeable) that may arise from the use of, or the inability to use, the Directory and/or the materials contained in the Directory (whether the materials contained in the Directory are provided by the CDC or a third party), including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees of every kind and nature.
- D. To the maximum extent permitted by law, you hereby release and waive all claims against the CDC, and its officers, agents, and employees from any and all liability for claims, damages, costs, and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Directory. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish, to the maximum extent permitted by law, any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect.
- E. Any material downloaded or otherwise obtained through the use of the Directory is done at your own discretion and risk. You will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.
- F. Information displayed in the Directory may or may not reflect the most recent or up-to-date information for any given entity whose information is reflected in the Directory.

## **V. Additional Terms**

- A. Nothing contained or displayed in the Directory or in these Terms constitutes or is intended to constitute legal advice by the CDC or any of its officers, employees, agents, attorneys, or representatives.
- B. You agree that if the CDC does not exercise or enforce any legal right or remedy which is contained in these Terms (or which the CDC otherwise has under applicable law), such

omission will not be taken to be a formal waiver of the CDC's rights and shall not be construed to be a modification of these Terms.

- C. If any court of competent jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms. The remaining provisions of these Terms will continue to be valid and enforceable.
- D. These Terms, and your relationship with the CDC under these Terms, shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice-of-law rules). You agree that any and all claims asserted by or against the CDC arising under or related to these Terms shall solely be heard and determined either in the courts of the United States located in Kings County, New York, or in the courts of the State of New York located in Kings County, New York.
- E. The CDC reserves the right to revise and otherwise change these Terms at any time and without notice. Any modification is effective immediately upon posting, unless otherwise stated. Your continued use of the Directory following the posting of any modification signifies your acceptance thereof. You should periodically visit this page to review the current Terms.
- F. These Terms and the Directory's Privacy Policy constitute the entire agreement between you and the CDC with respect to your use of the Directory and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the CDC with respect to the Directory. These Terms shall be deemed to include all other notices, policies, disclaimers and other terms contained in the Directory; provided, however, that in the event of a conflict between such other terms and these Terms, the inconsistent terms shall control in the following descending order: (1) these Terms and the Directory's Privacy Policy; and (2) other terms contained in the Directory.

## **VI. Intellectual Property**

- A. The CDC respects the intellectual property of others and it asks its users to do the same. Service marks and trademarks contained or displayed in the Directory, and the contents of linked sites operated by third parties, are the property of their respective owners (which may be the CDC). All other design, information, text, graphics, images, pages, interfaces, links, software, and other items and materials contained or displayed in the Directory, and the selection and arrangements thereof, are the property of the CDC. All rights are reserved.
- B. Digital Millennium Copyright Act ("DMCA") Notice/Takedown Request

If you believe that your work has been copied in a way that constitutes copyright infringement via its display in, or other use by, the Directory, you may submit a notice pursuant to the DMCA by providing the CDC's DMCA Designated Agent (see Section VI(E) below) with the following information in writing:

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 are covered by a single notification, a representative list of such works;
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 the CDC to locate the material;
4. information reasonably sufficient to permit the CDC to contact you, such as an address, telephone number, and, if available, an email address;
5. a statement that you (and, if applicable, the person or entity on whose behalf you are acting) have 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 you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### C. DMCA Counter-Notice

You do not have the right to post material to the Directory unless given such right by the CDC. If the CDC has given you permission to post an array of material to the Directory, and the specific material you posted has been taken down pursuant to the DMCA, you may submit a counter-notice pursuant to the DMCA by providing the CDC's DMCA Designated Agent (see Section VI(E) below) with the following information in writing:

1. your 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 the you consent to the jurisdiction of the United States federal district court for the judicial district in which your address is located, or if your address is outside of the United States, that you consent for any judicial district in which jurisdiction of the CDC may be found, and that

you will accept service of process from the person who provided notification under Section VI(B) above or an agent of such person.

- D. You acknowledge that if you fail to comply with all of the above requirements for a DMCA Notice/Counter-Notice (as applicable), your Notice/Counter-Notice may not be valid.
- E. The CDC's Designated Agent under the DMCA for the Directory is Dwane Omar Jones, who can be reached as follows:

Dwane Omar Jones  
Board Chairman  
A Better World Community Development Corporation  
36 St. James Place  
Brooklyn, NY 11205  
Phone: 718-622-1107 x130  
Email: [djones@abetterworldcdc.org](mailto:djones@abetterworldcdc.org)