



barrier free choices, inc.



TERMS OF USE POLICY:

INTRODUCTION:

This *Terms of Use Policy* is applicable to [a] those who use our Service, “Users” (*i.e., visitors to our websites*); and [b] those who advertise on our Service, “Advertisers”. Use of all BarrierFreeChoices services is subject to our terms of use as described in this Terms of Use Policy, and shall constitute a legally binding agreement between you and Barrier Free Choices, Inc. By using any of our services you thereby acknowledge that you have read, understood, and agree to be bound by our terms of use, defined and governed by this Terms of Use Policy.

1. PURPOSE:

Barrier Free Choices, Inc. provides an INFORMATION SERVICE, intended primarily for online usage by, or for the benefit of, people with disabilities residing in, or visiting, the United States of America, and their families, friends, associates and caregivers. Those who are not “disabled” are also welcome to use our Service if useful to them. Primarily, our Service helps those with disabilities to locate resources that are “barrier-free” or “accessible” to them. We also provide helpful consumer information and access to other resources, for people with disabilities and also for the general public.

2. USER AVAILABILITY AND PRIVACY:

The Service we provide is made available FREELY and ANONYMOUSLY to those who may use our Service for personal purposes (our “Users”):

- a. There are NO “Membership Fees” or “User Fees” of any kind;
- b. There are NO “Registration” requirements; and
- c. Our websites DO NOT collect personal information of any kind.

From time to time, we do collect anonymous data about operating systems, web browsers, and pages used by those who visit our websites. Such data is used statistically for periodic updates to our Service to maximize its usability for the majority of our Users, and personally identifiable information is NOT collected in this process.

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*revised and updated April 11, 2011
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3. ABOUT ADVERTISING ON OUR SERVICE:

Advertising is made available on our Service to qualified barrier-free businesses, professional service providers, and other organizations and facilities offering products and/or services to the public, that have specifically expressed a positive interest in doing business with Users of our Service. Advertising rates are available on request.

Our Staff Members screen each prospective Advertiser carefully, to determine their status as a “barrier-free resource” as described in the “How to Use” section of our website. Details about this process may be found at <http://www.barrierfreechoices.com/howtouse.html>

Advertisers that provide [a] delivery of products and/or services sold; OR [b] any sort of “in-home” services to their customers; OR [c] any products and/or services for sale by phone, mail or via the internet; are exempted from our requirement to maintain barrier-free premises, *if* their prospective customers do not need to actually visit their place of business in the normal course of doing business with them.

4. ACCURACY OF ADVERTISERS’ INFORMATION:

We make every effort to verify the accuracy of all information provided by our Advertisers and/or gathered by our Staff. Users of our Service and Advertisers on our Service hereby agree to indemnify and save harmless Barrier Free Choices, Inc. and its employees, agents, heirs, successors and permitted assigns from any and all claims, damages, or liabilities that may arise from their use of our Service, or from any inaccuracies that might appear on our site, whether such inaccuracies were caused by our Staff, our Advertisers, or otherwise.

Advertisers are responsible for verifying the accuracy of information contained in their advertising, and are requested to notify us of any inaccuracies or corrections needed within 30 days of their invoice. There is no additional charge for changes or corrections made within 30 days of initial posting of said advertising or at the time of renewal invoicing. There is a nominal service charge for changes requested by Advertisers at any other time, as described in our current Rate Sheet.

5. CONSUMER ISSUES WITH ADVERTISERS:

We request that Users of our Service notify us promptly if they should find inaccurate information about any Advertiser on our web pages by writing to us at: webmaster@barrierfreechoices.com

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Our Staff will contact the Advertiser and update or correct their Listing if appropriate. We do not provide arbitration or mediation services between consumers and those with whom they do business.

6. TERMS OF SERVICE AND DISPUTE RESOLUTION:

Advertising deemed appropriate is accepted for publication at the marketing offices of Barrier Free Choices, Inc., in Fauquier County, Virginia; and/or other locations within the United States. Disputes which may arise regarding advertising on our Service are governed by the U.S. Commercial Code; applicable laws of the Commonwealth of Virginia; and/or local ordinances of relevant municipal jurisdictions as may be applicable.

Advertising terms are for a minimum period of 12 calendar months, and are NOT cancellable. Advertising is NOT renewed automatically. Our Staff Members contact Advertisers (by phone or E-mail) near the end of their Listing runtime to confirm their renewal, and to confirm if updates, additions, corrections or revisions need to be made.

Upon request, at the time of renewal, Advertisers may choose to adjust their runtime(s) forward to coincide with their fiscal budgetary calendars or for any other reason. Such additional runtime requested may be billed separately or added to their invoice on a pro rata basis.

7. AVAILABILITY OF SERVICE:

We make every effort to ensure that our Service is available for you 24/7/365. Since our Service was first launched, our “downtimes” have been extremely rare and very brief, and our “uptime” is nearly 100%. However, the technological aspect of the service we provide is quite sophisticated, and some aspects of our service do involve reliance on the services of outside vendors, subcontractors, and public utilities over which we have no control.

Since power outages, equipment failures, software “glitches” and the like can and sometimes do happen, we offer NO absolute warranties or guarantees that any or all features of our Service can or will be available at any given moment in time. In using our Service, both Users and Advertisers thereby agree to indemnify and save harmless Barrier Free Choices, Inc., its principals, agents, successors, employees, subcontractors, heirs, successors, and permitted assigns from any

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***Barrier Free Choices, Inc. Terms of Use Policy,
Availability of Service, continued ...***

and all claims, damages, or liabilities which may arise from any use of this Service or any unavailability thereof. Our liability to Advertisers is limited to providing the length of service for which they have paid. If "downtime" exceeds fifteen consecutive days in any instance, runtime of current advertising will be extended to the last day of the month after the original expiration date of an Advertiser's contract with us.

8. RESTRICTIONS ON USE OF MATERIALS DISPLAYED ON OUR WEBSITES:

Content on all BarrierFreeChoices websites (including all websites owned or managed by Barrier Free Choices, Inc., whether referenced herein or not) is protected by U.S. and International Copyright Laws, and is owned by Barrier Free Choices, Inc., unless otherwise noted.

This includes, but is not limited to: Graphics; Images; Photographs; Illustrations; Audio content; Video content; Articles; Commentaries; and the BarrierFreeChoices "wheelchair through the doorway" Logo (which Logo may be displayed in a variety of styles, colors or formats, and is a Registered Service Mark of Barrier Free Choices, Inc.).

Such Advertising Slogans, Photographs, proprietary Graphic Images, Trademarks, Logos, and the like which may be reproduced within our Advertisers' Display Listings have been provided to us or authorized for use by our Advertisers, who are the owners, copyright holders, authorized users, or assignees of such images and/or text; and who have permitted our right to use (or have authorized the use of) such images and/or text therein by placing advertising on our Service.

Advertiser-provided Graphics may be displayed with graphic images we provide to certify the barrier-free status of a business, to provide information for Users of our Service and to draw attention to the Advertiser's Listing. In such instances, copyright to such combined or animated graphic is jointly held by Barrier Free Choices, Inc., and the Advertiser, and such combined or animated graphic may not be used in any way except for display on our Information Service.

Material contained on our websites may not be published, modified, copied, distributed, sold, transferred, or reproduced in any way without prior written authorization from Barrier Free Choices, Inc. (Such authorization may be provided by mail or e-mail upon our approval of written request which shall designate the intended use).

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***Barrier Free Choices, Inc. Terms of Use Policy,
Restrictions on Use of Material Displayed On Our Site, continued ...***

You may quote brief sections of articles or commentaries contained on our websites, provided that proper credit is given, including a LINK to our main home page, at << <http://www.barrierfreechoices.com> >>.

Except as provided herein, you may NOT mirror, frame, or otherwise reproduce any material contained on any of our websites without prior written permission of Barrier Free Choices, Inc. The unauthorized use of any material contained on any of our websites may violate certain copyright laws, trademark laws, communications regulations and statutes, and other laws concerning privacy and publicity.

9. ACCEPTANCE OF TERMS OF USE:

Your use of any of the Barrier Free Choices websites is subject to our terms of use as defined and governed by this Terms of Use Policy, which shall constitute a legally binding agreement between you and Barrier Free Choices, Inc. By using our websites or other services we provide for any purpose, you hereby acknowledge that you have read, understood, and are in agreement to be bound by our terms of use as defined, described, and governed by this Terms of Use Policy.

10. REVISIONS AND UPDATES:

Our Terms of Use Policy may be revised or updated from time to time, as necessary. The latest version of our Terms of Use Policy is always available at our main home page: <http://www.barrierfreechoices.com>

It is your responsibility to review our Terms of Use Policy periodically to be sure that your usage of any of our websites and/or any other aspect of our Information Service shall be fully in accordance with our Terms of Use Policy currently in effect.

