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Indemnification

You agree to defend, indemnify and hold THE SOUTHSIDE VOICE, its officers, directors, affiliated companies, employees and agents, licensors and suppliers harmless from and against any and all claims, actions or demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the THE SOUTHSIDE VOICE site, or any content, product or service offered through the THE SOUTHSIDE VOICE site, in a manner that violates or is alleged to violate these Terms and Conditions. THE SOUTHSIDE VOICE shall provide notice to you of any such claim, suit or proceeding and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit or proceeding.

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THE SOUTHSIDE VOICE , INC.

Attn: Jack Green

205 East Street

Richmond, Virginia 23219

phone: 804.644.9060

fax: 804.644.5617

e-mail: Richmond.voice@verizon.net

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Copyright Infringement

THE SOUTHSIDE VOICE will not tolerate copyright infringement of any kind. THE SOUTHSIDE VOICE does not, however, monitor user-submitted materials for copyright infringement. If you believe that any material on the Web site infringes your copyright, you may seek to have the material removed by sending THE SOUTHSIDE VOICE notice that includes all of the following information:

- * your full name, address and telephone number
- * your e-mail address
- * identification of the copyrighted work(s) that you believe is being infringed
- * identification of the infringing material and information sufficient for THE SOUTHSIDE VOICE to locate the material
- * your statement of good faith belief that (a) the material infringes your copyrights, (b) the information provided in the notice is accurate and (c) under penalty of perjury, you are authorized to act for the copyright owner
- * your physical or electronic signature

Direct such notice to THE SOUTHSIDE VOICE designated agent for receiving copyright infringement notices:

The Southside Voice Operations, Inc.
Attn: Jack Green
205 East Clay Street

Richmond, Virginia 23219
phone: (804) 644-9060
fax: (804) 644-9060 (fax)
e-mail: Richmond.voice@verizon.net

Upon receipt of notice complying with the above requirements, THE SOUTHSIDE VOICE will act to remove infringing materials and, if applicable, send notice to the user that posted such materials on the Web site.

If THE SOUTHSIDE VOICE removes materials posted by you as a user due to alleged copyright infringement, you may seek to have the materials reinstated by notifying THE SOUTHSIDE VOICE's designated agent in writing and including the following information:

- * your full name, address and telephone number
- * your e-mail address
- * identification of the material that has been removed or to which access has been disabled, including its location before it was removed or disabled
- * your 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
- * your statement consenting to the jurisdiction of the Federal District Court for the district in which your address is located, or, if you reside outside of the United States, for the Eastern District of Virginia (where THE SOUTHSIDE VOICE may be found), and that you will accept service of process from the person who provided notice of copyright infringement or from such person's agent
- * your physical or electronic signature

Upon receipt of a notice meeting the above requirements, THE SOUTHSIDE VOICE will send a copy of the notice to the copyright owner who initially claimed copyright infringement. Within 10 to 14 days following receipt of the notice, THE SOUTHSIDE VOICE will replace or enable access to the removed material unless THE SOUTHSIDE VOICE receives notice from the copyright owner who submitted the first notification that it has filed an action seeking a court order to restrain the user that posted the materials from engaging in infringing activity. Please note that parties who misrepresent that materials are infringing or were removed by mistake or misidentification are subject to substantial civil liability to THE SOUTHSIDE VOICE and/or the copyright owner or Web site user.

Community Forums

THE SOUTHSIDE VOICE may provide chat rooms, message boards and other public posting areas or community forums ("Community Forums") on the THE SOUTHSIDE VOICE site. If THE SOUTHSIDE VOICE provides any such Community Forum or if you use a Community Forum, you are solely responsible for your own communications and the consequences of posting those communications. THE SOUTHSIDE VOICE does

not assume any responsibility for the consequences of any Community Forum communications on or arising from use of the THE SOUTHSIDE VOICE site. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.

In consideration for being allowed to use the Community Forums, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- * Do not disrespect the privacy and views of others;
- * Do not use the Community Forums for commercial purposes, including the promotion of any specific goods or services;
- * Do not post obscene, profane, sexually explicit, libelous, slanderous, defamatory, harmful, threatening, illegal or knowingly false information;
- * Do not post blatant expressions of bigotry, racism or hate, material encouraging conduct that may constitute or contribute to a criminal offense, give rise to civil liability or violate any national, state or local law, regulation or authority, or any other material which THE SOUTHSIDE VOICE finds objectionable;
- * Do not use the Community Forums for unlawful purposes;
- * Do not impersonate another person;
- * Do not allow any other person or entity to use your identification to post or view comments; and
- * Do not post material that infringes on the copyright or other intellectual property rights of others or the privacy and publicity rights of others.

THE SOUTHSIDE VOICE reserves the right to record dialogue in Community Forums. THE SOUTHSIDE VOICE is not responsible for screening or monitoring material posted by users or any other person or entity. If notified by a user of communications that are alleged not to conform to the terms of this Section, THE SOUTHSIDE VOICE may investigate the allegation and determine in its sole discretion to remove or request the removal of the communications. THE SOUTHSIDE VOICE reserves the right to remove communications that are abusive, illegal, disruptive or that otherwise fail to conform with these Terms and Conditions. THE SOUTHSIDE VOICE reserves the right (but is not obligated) to delete any communications posted on the THE SOUTHSIDE VOICE site, regardless of whether such communications violate these standards for content.

Furthermore, THE SOUTHSIDE VOICE reserves the right (but is not obligated) to monitor or disclose any type of posting on the Community Forums for adherence to the Terms and Conditions, if required in the course of normal operations and maintenance of the THE SOUTHSIDE VOICE site, or if required to do so by law or in the good faith belief that such action is necessary to (i) comply with the law or comply with legal process served; (ii) protect and defend the rights of THE SOUTHSIDE VOICE or others; or (iii) act in an emergency to protect the personal safety of our users or the public. **THE SOUTHSIDE VOICE HAS NO LIABILITY OR RESPONSIBILITY TO USERS OR ANY OTHER PERSON OR ENTITY FOR PERFORMANCE OR NONPERFORMANCE OF THE AFOREMENTIONED SCREENING ACTIVITIES.**

THE SOUTHSIDE VOICE does not represent or guarantee the truthfulness, accuracy or reliability of any of the material posted by Community Forum users or endorse any opinions expressed by such users. ANY RELIANCE UPON CONTENT POSTED IN A COMMUNITY FORUM IS AT YOUR OWN RISK.

Any public Community Forum areas are for discussion and debate only. You may not use any Community Forum area to post or transmit advertisements or commercial solicitations of any kind. You may not post or transmit any material of any nature, including text, audio, software, animation or photographs, belonging to any person or party other than yourself, without the prior written consent of such owner. Simply because material is available on the Internet does not mean it is in the public domain. The vast majority of materials on the Internet are protected by copyright and trademark laws. THE SOUTHSIDE VOICE shall have the right, but not the obligation, to monitor any Community Forum areas of the Web site to determine compliance with these Terms and Conditions and any other operating rules that may be established by THE SOUTHSIDE VOICE from time to time.

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Through your use of the THE SOUTHSIDE VOICE Community Forums, you are agreeing to all of the aforementioned Terms and Conditions of Use for such Community Forums contained herein.

You agree to defend, indemnify and hold harmless THE SOUTHSIDE VOICE and its officers, directors, affiliated companies, employees, agents, licensors and suppliers, from and against any and all claims, actions or demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of any Community Forums or use by others of any community forums with respect to you, including, without limitation, any claim of libel, defamation, harassment, violation of rights of privacy or publicity, loss of service or infringement of intellectual property or other rights, or violation of these Terms and Conditions.

Termination of Privileges

THE SOUTHSIDE VOICE reserves the right to terminate your privilege of using all or any portion of the Web site if you breach any of these terms and conditions of use. If THE SOUTHSIDE VOICE receives notice or otherwise discovers that you have posted material that infringes another party's copyright or trademark rights or violates another party's rights of privacy or publicity, THE SOUTHSIDE VOICE may terminate your access to the Web site, including all of your privileges or accounts that you may have established in connection with the Web site.

General

These Terms and Conditions (including the privacy policy attached hereto, which shall be deemed to be a part of these Terms and Conditions) constitute the entire agreement and understanding between you and THE SOUTHSIDE VOICE with respect to use of the Web site, superseding all prior or contemporaneous communications and/or proposals. These Terms and Conditions also are severable, and in the event any provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. THE SOUTHSIDE VOICE reserves the right to make changes to these Terms and Conditions immediately by posting the changed Terms and Conditions in this location. By continuing to use the Web site, you are agreeing to all changes made by THE SOUTHSIDE VOICE. A printed version of these Terms and Conditions shall be admissible in judicial or administrative proceedings based upon or relating to use of the Web site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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The Web site is controlled and operated by THE SOUTHSIDE VOICE from its principal office in the Commonwealth of Virginia, United States of America. THE SOUTHSIDE VOICE makes no representation that materials on the Web site are appropriate or available for use in other locations. Those who choose to access the Web site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Web site is not intended to subject THE SOUTHSIDE VOICE to the laws or jurisdiction of any state, country or territory other than the Commonwealth of Virginia and the United States of America.

THE SOUTHSIDE VOICE PRIVACY POLICY

For each visitor to the Web site, THE SOUTHSIDE VOICE's servers automatically collect information about which pages are visited and the domain name (e.g. voicenewspaper.com) of visitors. This information is used for internal review, to tailor information to individual visitors and for Web site traffic audits. We also provide this information (as well as information from third-party market researchers) about our users on an aggregated, anonymous basis to our advertisers.

THE SOUTHSIDE VOICE may place a "cookie" on the browser of your computer. The cookie itself does not contain any personally identifying information. A cookie may be used to tell when your computer has contacted the Web site. THE SOUTHSIDE VOICE uses the information for editorial purposes and for other purposes such as delivery of features and advertisements, so THE SOUTHSIDE VOICE can customize delivery of

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The Southside Voice may, in the course of providing services through its Web sites, ask you to disclose voluntarily certain information about yourself. This could include information that identifies you or your household. Any information in THE SOUTHSIDE VOICE's possession solely as a result of your use of the Web site and that is associated with you or your household is considered "Personal Information." It consists of both information supplied by you (e.g. name, address, telephone number and e-mail address) and information collected about how you use the Web site (e.g. the fact that you have bought merchandise through the Web site). 'Personal Information' does not include statistical data about large numbers of users, none of whom are identifiable, nor does it include information that you have posted for public view on the Web site or otherwise publicly disclosed.

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- * to perform such normal business operations as billing, collecting and accounting
- * to personalize and publicize the Web site based on your interests, including making you aware of editorial features, advertisements and commercial items
- * to investigate complaints and to protect the Web site and THE SOUTHSIDE VOICE, its readers and employees as provided by law or in case of emergency, as determined by legal counsel for THE SOUTHSIDE VOICE

Except as necessary to process your requests or orders placed with advertisers or merchants featured on the Web site, THE SOUTHSIDE VOICE does not rent, sell, barter or give away any lists containing Personal Information for use by any outside company. THE SOUTHSIDE VOICE also respects the privacy of data on your personal computer and does not access, read, upload or store data contained in or derived from your private files without your authorization.

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Opt Out Procedures

You always may opt out of receiving future mailings or other information from THE SOUTHSIDE VOICE. If the mailing does not have an e-mail cancellation form, send e-mail to Richmond.voice@verizon.net detailing the type of information that you no longer desire to receive.

Children's Privacy

The following additional terms, conditions and notices apply to use of the Web site by children under the age of 13 years whenever THE SOUTHSIDE VOICE becomes aware that a user is in that age range:

* Users under 13 years of age may not submit or post information on the Web site without the consent of the user's parent or legal guardian. Prior to collecting any personal information about a child under 13, THE SOUTHSIDE VOICE makes reasonable efforts to obtain consent from the child's parent after informing the parent about the types of information the THE SOUTHSIDE VOICE will collect, how it will be used, and under what circumstances it will be disclosed.

* Although THE SOUTHSIDE VOICE will apply these children's terms and conditions whenever it becomes aware that a user who submits Personal Information is less than 13 years old, no method is foolproof. THE SOUTHSIDE VOICE strongly encourages parents and guardians to supervise their children's online activities and consider using parental control tools available from online services and software manufacturers to help provide a child-friendly online environment. These tools also can prevent children from disclosing online their name, address, and other personal information without parental permission.

* "Personal information" collected from children may include any of the information defined above as "Personal Information" with respect to general users of the Web site and may be used by THE SOUTHSIDE VOICE for the same purposes. Except as necessary to process a child's requests or orders placed with advertisers or merchants featured on the Web site, THE SOUTHSIDE VOICE does not rent, sell, barter or give away any lists containing a child's Personal Information for use by any outside company.

* If a child enters a game, contest or other activity sponsored by THE SOUTHSIDE VOICE on the Web site, the child may be required by THE SOUTHSIDE VOICE to provide the minimum Personal Information reasonably necessary for the child to participate in such activity.

* A child's parent or legal guardian may request THE SOUTHSIDE VOICE to provide a description of the Personal Information that THE SOUTHSIDE VOICE has collected from the child, as well as instruct THE SOUTHSIDE VOICE to cease further use, maintenance and collection of Personal Information from the child.

* If a child voluntarily discloses his or her name, e-mail address or other personally-identifying information on chat areas, bulletin boards or other forums or public posting areas, such disclosures may result in unsolicited messages from other parties.

General

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Contacting Us

If you have any questions about this privacy statement, the practices of the THE SOUTHSIDE VOICE site, or your dealings with THE SOUTHSIDE VOICE, you may contact us at:

THE SOUTHSIDE VOICE, INC.
Attn: Jack Green
205 East Street
Richmond, Virginia 23219
phone: 804.644.9060
fax: 804.644.9060
e-mail: Richmond.voice@verizon.net