

# MANTA Network Guidelines

September 1, 2006

These Manta Network Guidelines ("Guidelines") are effective as of September 1, 2006. In these Guidelines: (a) the term "we" and "us" refer to ECNext, Inc. and its operating divisions and properties, including, Manta.com, and (b) the term "you" or "your" refers to you as a party to either the Affiliate Program Agreement or the Custom Solution Agreement with ECNext, Inc. (each a "Manta Program").

The following Guidelines apply to your participation in a Manta Program.

## **Use of Manta Links**

As part of your participation in a Manta Program, you will have access to banners, icons, buttons, graphic files and/or text links to Manta.com or a co-branded Manta Web site that may contain the logos (including, the MANTA logo), trademarks, service marks, trade names, and/or copyrighted material owned by us or our licensors (collectively, the "Manta Link" or "Manta Links"). You may display such Manta Links as often and in as many areas on your Web sites as you desire provided that you comply with these Guidelines and the agreement that governs your participation in a Manta Program.

## **Restrictions**

- You may only use the Manta Links as authorized for use by us.
- You may not place Manta Links, our URLs, or any other references about us or our licensors:
  - in newsgroups, message boards, unsolicited e-mail and other types of spam, banner networks, counters, chatrooms, guestbooks, IRC channels or through similar Internet resources;
  - in unsolicited commercial email ("spam"), unless the recipient of such an email already is a customer or subscriber to your services and further provided that all recipients have the option to remove themselves from future mailings; or
  - in non-commercial newsgroups, chat rooms, groups, blogs or message boards.
- You may not place Manta Links, our URLs or any other references about us or our licensors in such a way that would mislead users.
- You may not sublicense any of the rights granted to you to the Manta Links without the prior written consent of ECNext. Any such sublicensee will be subject to these Guidelines.
- You may not use the Manta Links or engage in any conduct during your participation in a Manta Program that would infringe on the intellectual property rights of us or our licensors.
- You may not resell any of our content, products or offerings.

## **Restrictions Regarding Your Web Site**

Any of your Web sites that contain a Manta Program or Manta Link may not:

- display sexually explicit or obscene materials, or materials that are otherwise deemed offensive;
- advocate discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- promote or engage in illegal activities;
- violate intellectual property rights of third parties; or
- contain or promote deceptive information or promote gambling.

Your Web site may not copy or resemble the design, look and feel of, or create the impression that it is part of a Web site of ECNext or our licensors.

### **Modification**

We may modify the terms of these Guidelines at any time in our sole discretion. We will notify you prior to the effective date of any changes to these Guidelines.