

## TERMS OF USE

### 1. Introduction.

Percheck, LLC (the Acompany@ or Awe@ or Aus@ or Aour@) has developed a new and innovative method for people and businesses to interact and connect with one another and as part of that development we have created [www.percheck.com](http://www.percheck.com) (the ASite@). The essential premise behind the use of the Site is for people and businesses (Ausers@ or Ayou@ or Ayour@) to evaluate one another based upon real life experiences and after having those experiences each user will provide their own evaluation of the experience. There will be no Asugar coating@ as each user will provide a categorized analysis of their experience and each user will understand that the evaluations provided are based solely upon the first hand experience between the party evaluating and the party being evaluated.

Use of this Site is subject to these terms of use (the "Terms of Use"), any supplements hereto (including, but not limited to, our Privacy Policy) and any amendments hereto and thereto as the same may be posted by us from time to time on this Site. Your use of this Site shall be deemed to constitute your voluntary and express consent to be bound by the terms and conditions that are a part of these terms of use without limitation and/or qualification, and we shall be entitled to enforce these Terms of Use in the same way as if you had signed them. If you are not willing to use this Site pursuant to our Terms of Use, then we ask that you do not use this Site for any purpose.

### **PLEASE REVIEW AND RESPOND TO THE BELOW REMAINDER OF THIS SECTION:**

We do not charge you to use our site. ???

### **ARE THERE GOING TO BE OTHER PRODUCTS OR SERVICES OFFERED??**

### **WHAT IS THE SOURCE OF REVENUE GENERATION FOR PERCHECK ???**

Is there going to be advertising on the site and are you going to be paid for that?? If so something along the lines of the following will be added: Ayou agree that we can show you ads that we think will be relevant to you and your interests, and we will use your personal data to help us determine which ads to show you.

### **CONFIRM THE VALIDITY OF THE FOLLOWING:**

We do not sell your personal data to advertisers,

and we do not share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission.

Instead, advertisers will tell us things like the kind of audience they want to see their ads, and we show those ads to users that we think may be interested.

We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content.

Our Data Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data.

## **IS SOMEONE CHARGED WITH THE RESPONSIBILITY OF PREPARING THE DATA POLICY?????**

### 2. Privacy.

Any information that we obtain through your use of this Site is subject to our Privacy Policy. Our Privacy Policy addresses our collection and use of the information and data you provide to us, and it also addresses your rights relative to such information and data and sets forth how we will use the information and data that you provide to our Site. Please review our Privacy Policy before you use this Site. If you are not willing use this Site pursuant to our Privacy Policy, without qualification and/or limitation, then we ask that you do not use this Site for any purpose.

### 3. Contact Information.

If you have any questions with respect these Terms of Use or our Site or, you may contact the Company by telephone at **WHAT TELEPHONE CONTACT** or email at **WHAT EMAIL CONTACT**.

### 4. Web Site Intended Audience.

Our Site is intended for use by individuals of adult age and business professionals. Each user of this Site is expected to be an adult and if you are a minor using this Site then for all purposes we are entitled to assume that your use of this Site is with the knowledge and consent of your parents or legal guardians.

### 5. Modification or Suspension of the Web Site.

You understand that the Company may at any time, as determined in its sole discretion, modify this site or suspend or discontinue all or any part its operation, without notice to you, and you acknowledge that there is no consequence or liability to that the Company for doing so.

### 6. Ownership.

This Site is owned by the Company and/or its affiliates. All right, title, and interest to the Content (as such term is defined below) displayed on the Site, which Content includes, but is not limited to, the look and feel of this Site; the data, information, text, graphics, images, sound or video materials displayed as part of this Site; and the designs, trademarks, service marks, trade names and URL of this Site, but excluding User Content (as such term is defined below), are the sole property of the Company and/or its affiliates and/or other parties with whom the Company maintains a relationship.

7. Protection of Intellectual Property Rights and License.

You acknowledge that all content available through the Site (the "Content"), including without limitation, all text, graphics, software, music, sound, photographs and videos, and any Content provided by suppliers, sponsors or third-party advertisers, is protected by trade dress, copyright, trademark, patent, and various other intellectual and other proprietary rights and laws (the "Intellectual Property Rights"). Except as expressly authorized in advance by the Company in writing, you understand that you may not copy, modify, rent, lease, loan, sell, assign, distribute, license, reverse engineer or create derivative works based on the Site or any of its Content. You are, however, granted a nonexclusive, nontransferable, revocable, limited license to view, copy and print Content for the sole purpose of using the Site as may be permitted by these Terms of Use, provided that you may under no circumstance remove or obscure the copyright notice or other notices displayed as part of the Content. Other than the foregoing, you may not copy or use the Content in any other way or for any other purpose.

Nothing contained in these Terms of Use, this Site or its Content shall be construed as conferring any license or right (by implication, by estoppel or otherwise) to any of the Intellectual Property Rights of the Company or to any third party's Intellectual Property Rights, except as expressly authorized by these Terms of Use, and all rights are reserved to the Company except to the extent as expressly authorized by these Terms of Use.

8. Eligibility for Site Registration and Account Security.

If you are over thirteen (13) years of age, you may choose to register on this Site and to obtain a registered account. You may not, and please do not register, if you are not over thirteen (13) years of age. If you are eligible to register, you will be given a username and password for your account. You are responsible for maintaining the confidentiality of your registered account and its username and password and for restricting access to your computer. You are responsible for keeping such information current, complete, accurate and truthful. You agree to accept responsibility for all activities that occur under your account, username and/or password and you agree that you will not use the account, username, email address or password of another user at any time. You agree to notify us immediately if you suspect any unauthorized use of, or access to, your account, username and/or password. We reserve the right, at any time for any or for no reason, determined in our sole discretion, to change any username provided by you and to refuse to provide you with service and/or to terminate your account without notice.

9. Use of the Site.

The use of the Site is for your personal use only and may not be used for any commercial purposes whatsoever. You likewise acknowledge that you may not and agree that you shall not:

(a) Use any "deep-link," "page-scrape," "robot," "spider," or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site;

(b) Attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Company server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means;

(c) Probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site;

(d) Reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, such as but not limited to personal identification or information, other than your own information, as provided for by the Site;

(e) Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or the systems or networks, of the Company or any systems or networks connected to the Site or to the Company;

(f) Use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction (if any) being conducted on the Site, or with the use of the Site by any other party;

(g) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to the Company on or through the Site or any service (if any) offered on or through the Site;

(h) Pretend that you are, or that you represent, someone else, or impersonate any other individual or entity; or

(i) Use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or others.

#### 10. Other Terms and Conditions.

Additional terms and conditions may apply to contests, sweepstakes and/or other promotions offered through this Site, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable, representing that you are of sufficient legal age to use or participate in such service, feature or promotion. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or that specific service.

#### 11. User Content.

This Site may offer interactive features that allow you to submit content ("User Content") to this Site which User Content may be accessible and viewable by the public. You agree that any use by you of such features and any User Content submitted by you, shall be your sole responsibility, shall not infringe or violate upon the rights of any other party or violate any laws, contribute to or encourage any infringement or other unlawful conduct, or be obscene, objectionable or in poor taste. Any submission of User Content specifically implies that you have each and every necessary right and license to make each such submission. Accordingly, do not provide any information and/or data to this Site or otherwise make any use of this unless it complies with the foregoing requirements. To the extent that you post, upload or otherwise transmit any User Content to the Site, you hereby grant to the Company an irrevocable, worldwide, royalty-free, non-exclusive, freely transferable license to make use of such User Content and to create derivative works therefrom in such manner and for any purpose whatsoever as determined by the Company in its sole discretion without any obligation whatsoever upon the Company to provide you with compensation or other right. Furthermore, and without limiting the generality of the foregoing, to the extent that you provide any User Content to the Site, you may not, and agree that you shall not:

- (a) Post, upload or otherwise transmit or link to Content that is unlawful, threatening, harmful, abusive, pornographic or includes nudity, offensive, harassing, excessively violent, tortuous, defamatory, invasive of another's privacy, publicity, copyright, trademark, patent, trade secret, contract or other rights, false or misleading, obscene, vulgar; libelous, hateful, or discriminatory;
- (b) Violate the rights of others including patent, trademark, trademark, trade secret, copyright, privacy, publicity or other proprietary rights;
- (c) Harass or harm another person;
- (d) Exploit or endanger a minor;
- (e) Impersonate or attempt to impersonate any person or entity;
- (f) Introduce or engage in activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of or access to a computer or a computer network;
- (g) Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the infrastructure of the Site or the systems or networks, of the Company or any systems or networks connected to the Site or to the Company;
- (h) Cover, remove, disable, block or obscure advertisements or other portions of any Content or the User Content of any other person on the Site;
- (i) Advertise or promote competing services; or
- (j) Engage in any commercial activity.

We do not endorse any User Content transmitted to or posted on the Site, and we do not guarantee the accuracy, integrity or quality of any User Content. You understand that as a result of your use of this Site, you may be exposed to User Content that is offensive, indecent or objectionable to you and that under no circumstances are we responsible or liable in any way for any User Content, including, without limitation, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred by you as a result of the use of any User Content.

The Company reserves the right to, but expressly disclaims any obligation or responsibility to, refrain from posting or publishing any User Content and/or remove or edit any User Content, at any time, if the Company determines, in its sole discretion, that any User Content violates or will violate these Terms of Use. You understand that the Company has the right to investigate and take appropriate legal action against anyone who, in the sole discretion of the Company, violates these Terms of Use, including but not limited to, terminating a user account and/or reporting such User Content, conduct or activity to law enforcement authorities.

## 12. Compliance with Laws.

You acknowledge that you must comply with all applicable laws regarding your use of this Site, including, without limitation, laws regarding import/export of technical data by virtue of your online transmission.

13. Links to Other Sites.

This Site may provide links to other sites and/or resources, including advertisers, over which the Company has no control. These links are provided solely as a convenience to you and should not be construed as an endorsement by the Company of content, items, or services on such websites. Your access to and use of such other websites, including the use of content, items or services on those sites, is solely at your own risk. The Company makes no representations or warranties with respect to the content, ownership or legality of any linked websites and you acknowledge that the Company has no responsibility or liability whatsoever for the availability of such other sites or resources, or for any content, advertising, products or other materials available through such other websites or resources. You understand that once you leave this Site via a link to another website, you will be subject to the terms of use and Privacy Policy of such other website.

14. Information Disclaimer.

THE INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY ADVICE AND RECOMMENDATIONS, ON THE SITE IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID

YOU UNDERSTAND AND ACKNOWLEDGE THAT THE COMPANY AND ITS AGENTS HAVE NO RESPONSIBILITY WHATSOEVER FOR ANY CONSEQUENCE TO YOU THAT MAY ARISE FROM AND/OR RELATE TO, DIRECTLY OR INDIRECTLY, ANY ACTION YOU TAKE OR REFRAIN FROM TAKING BASED ON THE CONTENT, INFORMATION, SERVICES OR OTHER MATERIAL ON THE SITE. WHILE THE COMPANY STRIVES TO KEEP THE CONTENT ON THE SITE ACCURATE, COMPLETE AND UP-TO-DATE, THE COMPANY DOES NOT GUARANTEE, AND IS NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE CONTENT ON THE SITE.

15. Disclaimer of Warranties With Respect to the Use of the Site.

THE SITE, AND THE CONTENT PROVIDED THEREIN, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE COMPANY DOES NOT MAKE ANY WARRANTY THAT THIS SITE WILL MEET YOUR REQUIREMENTS OR THAT ACCESS TO THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR AS TO THE ACCURACY, QUALITY OR RELIABILITY OF ANY CONTENT OR OTHER INFORMATION OBTAINED THROUGH THIS SITE.

YOU UNDERSTAND AND ACKNOWLEDGE THAT ANY CONTENT, MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS USED AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR NETWORK OR FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SITE SHALL CREATE ANY IMPLIED WARRANTY.

**NOTE: IF PERCHECK IS GOING TO OFFER ANYTHING FOR SALE ON OR THROUGH THE SITE ADDITIONAL DISCLAIMERS WILL BE REQUIRED.**

16. Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL THE COMPANY, ITS AFFILIATES, ITS SUPPLIERS OR AGENTS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE, THE SITE; OR (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS OR WEB SITES. MOREOVER, YOU UNDERSTAND THAT YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF OUR AGREEMENT TO ALLOW YOU TO MAKE USE OF THIS SITE AND WITHOUT WHICH THE SITE AND ITS CONTENT WOULD BE UNAVAILABLE TO YOU.

17. Indemnification.

You will indemnify and hold the Company, its managers, members, officers, employees, agents, co-branders, suppliers, subsidiaries, parents, and affiliates, harmless from and against any and all liability, losses, claims, demands, disputes, damages and costs of any kind, including without limitation, reasonable attorneys' fees and costs of litigation arising from, related to and resulting from or in any way connected with (i) your use of the Site; (ii) information you submit or transmit through the Site; (iii) your breach of these Terms of Use; (iv) the violation by you of the rights of any third party; and/or (v) your connection to the Site.

18. Applications.

This Site and/or the Company may make available for downloading certain software programs, applications and applets (collectively, ASoftware@) that are the proprietary intellectual property of the Company and/or its affiliated companies, suppliers and licensors. The use of the Software is subject to these Terms of Use, as well as, any other end-user agreement that accompanies or is included with such Software (in each case, a ASoftware License Agreement@). The Software is made available for downloading solely for your use in accordance with these Terms of Use and any applicable Software License Agreement. Any reproduction or redistribution of the Software in violation of these Terms of Use and any applicable Software License Agreement is expressly prohibited by law and may result in severe civil and criminal penalties to you. Without limiting the foregoing, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited. Any warranty applicable to the Software, if any is in accordance with these Terms of Use and any applicable Software License Agreement.

19. Termination of Use.

You acknowledge that the Company may, in the exercise of its sole discretion, at any time, terminate your use of the Site, without prior notice to you, for any reason that the Company, in its sole discretion, deems appropriate and that the Company has no liability whatsoever to you or to any third party for the consequences of any termination of your use of or access to the Site. In the event of any termination of your use of or access to the Site, you understand that the all of the provisions of these Terms of Use survive the any such termination of your access to or use of this Site.

20. Severability.

If any provision of the Terms of Use are found by a court or other binding authority to be invalid, you acknowledge that every attempt shall otherwise be made to give effect to the intention as reflected in the invalidated provision, and any such invalidation shall have no effect upon the remaining provisions of these Terms of Use which shall remain in full force and effect.

21. Limitations of Actions Brought Against the Company.

Any claim or cause of action alleged by you as arising out of your use of this Site or pursuant to these Terms of Use must be filed by you no later than one (1) year after the alleged claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.

22. Applicable Law; Venue.

These Terms of Use and the resolution of any dispute related to them, this Site, its Content or items or services that you purchase through the Site shall be governed by and construed in accordance with applicable law, without giving effect to any principles of conflicts of law.

**WILL PERCHECK BE CONTRACTING WITH ACUSTOMERS@ OUTSIDE THE U.S.???**

Any legal action or proceeding between the Company and you related to these Terms of Use must be brought exclusively in a federal or state court of competent jurisdiction sitting in a federal or state court of competent jurisdiction sitting in Palm Beach County, Florida, and you agree to submit to the personal and exclusive jurisdiction of such courts

23. Modifications to the Agreement.

The Company may make changes to these Terms of Use from time to time, as may be determined by the Company in its sole discretion, by updating these Terms of Use and posting on this Site and specifying the effective date of the updated version. Each time changes are made to these Terms of Use, notice of the change will be posted at the top of the Terms of Use page. The ALAST MODIFIED@ date at the top of these Terms of Use will indicate when the latest changes were made. Continued use of the Site following the posting of a new version of these Terms of Use shall conclusively presume your acceptance of the totality of the Terms of Use as then existing. Accordingly, you are advised to check these Terms of Use upon each visit to this Site to determine the latest version date of these Terms of Use.

24. Electronic Communications.

The information communicated on the Site constitutes an electronic communication. When you communicate with us through the Site or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You acknowledge that we may communicate with you electronically and that any such communication, as well as, any notices, disclosures, agreements or other communications that we provide to you electronically, are equivalent to communications between us in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

25. Submissions.



It is the policy of the Company to decline unsolicited suggestions and ideas. Notwithstanding the foregoing, any inquiries, feedback, suggestions, ideas or other information you provide to the Company and/or the Site (collectively, ASubmissions@) will be treated as non-proprietary and non-confidential. To the extent that you post, upload or otherwise transmit any Submissions to the Company and/or the Site, by such submission you will be deemed to have granted us full ownership of the Submission as if we had created, developed and posted the Submission for our own purposes. We reserve the right to copy, use, reproduce, modify, adapt, translate, publish, license, distribute, sell or assign any Submission in any way as we see fit, including but not limited to copying it in whole or in part, creating derivative works therefrom, distributing and displaying any such Submission in any form, media or technology, whether now known or hereafter developed, alone or as part of other works or using any such Submission within or in connection with our products or services. You also acknowledge that your Submission will not be returned by us and we may use your Submission, and any ideas, concepts or know how contained therein, without payment to you of money or any other form of consideration, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products. If you make a Submission, then it will be conclusively presumed, and you will be deemed to have represented and warranted, that you are the owner of or otherwise control the rights to your Submission. If you make a Submission, it will be conclusively presumed, and you will be deemed to represent and warrant, that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam." You understand that you may not use a false email address, impersonate any person or entity or otherwise mislead or attempt to mislead us as to the origin of any Submission. You agree to indemnify us for all claims arising from or in connection with any claims made as to rights in any Submission made by you or any damages arising from any Submission made by you.

26. Entire Agreement.

These Terms of Use, together with our Privacy Policy and any supplements hereto and thereto that we may post from time to time, constitute the entire agreement between you and the Company with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and the Company with respect to such use are hereby superseded and cancelled. The Company will not accept any counter-offers to this Agreement and all such offers are hereby categorically rejected.

27. No Waiver.

The failure of the Company to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by the Company of any provision or any right it has to enforce any provision of these Terms of Use nor shall any course of conduct between the Company and you or any other party be deemed to modify any provision of these Terms of Use.

28. No Third Party Beneficiaries.

Except for the indemnified parties expressly indicated herein, nothing in these Terms of Use shall be interpreted or shall be construed to confer any rights or remedies on any third parties.

29. Trademark Notices.

**ARE THERE TRADEMARKS ???? are [registered] trademarks of the Company. All other trademarks and service marks displayed on the Site are the property of the Company or their respective owners. You may not use or display any trademarks or service marks owned by the Company without the written consent of the Company in each instance being first obtained. You may not use or display any other**

trademarks or service marks displayed on this Site without the prior written permission of their respective owners.

30. Notice and Procedure for Making Claims of Copyright Infringement.

The Company asks the users of this Site to respect the intellectual property of others. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. sec. 512, the Company has designated an agent to receive notices of claimed copyright infringement. If you believe in good faith that a work of yours has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent of the Company the following information:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The Copyright Agent for the Company of claims of copyright infringement on its Site is **INSERT** who can be reached as follows: **INSERT**

Upon receipt of the written notification containing the information as outlined in (a) through (f) above, the Company will review the written notification with its legal counsel and will take such action as it, in the exercise of its sole discretion, deems appropriate which may include, but may not be limited to: (i) removing or disabling access to the material that is alleged to be infringing; (ii) forwarding the notification to such alleged infringer (ASubscriber@); or (iii) notify the Subscriber that it has removed or disabled access to the material.

I HAVE READ THESE TERMS OF USE AND ANY USE BY ME OF THIS SITE SHALL CREATE A CONCLUSIVE PRESUMPTION OF MY LEGALLY BINDING AGREEMENT TO ABIDE BY EACH AND EVERY OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE.