

Disclaimer: This document is provided for informational purposes only. Laws and regulations governing its terms vary by state and are subject to change, and those changes could affect how the document should be drafted. Accordingly, it is recommended that you consult an attorney before using the document. By using this document, you acknowledge and agree that you have read its contents and understand what it says and does not say. Without limiting the foregoing, this document should not be used for or by (1) a website that operates outside of the US, (2) a website that collects personal information from people located outside of the United States, the EU, and the UK, (3) a website or company that is subject to the privacy or data security requirements of the Gramm-Leach-Bliley Act or the Health Insurance Portability and Accountability Act (including, but not limited to, financial institutions and healthcare providers), (4) a website that is subject to the Children's Online Privacy Protection Act, (5) a website or company that is subject to sector-specific laws or industry-specific self-regulatory guidance, to the extent the same may affect the manner in which the Terms of Use should be drafted, (6) a company with a unique corporate structure (e.g., a company that owns, is owned by, or is under the common ownership of, another company), (7) a website with unique features (i.e., features that are not typically found on information-only websites) or a company with unique needs, in each case, to the extent the same may affect the manner in which the document should be drafted, (8) a website with user accounts, (9) a website with user-supplied content or information (other than information supplied through a "Contact Us" form), or (10) a native application.

Copyright and Trademark Infringement Policy

REPORTING CLAIMS OF COPYRIGHT AND TRADEMARK INFRINGEMENT

We take claims of copyright and Trademark infringement seriously. We will respond to notices of alleged copyright and trademark infringement that comply with applicable law. If you believe any materials accessible on or from this site (the “**Website**”) infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent will receive DMCA Notices via our contact form or email on our website.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

COUNTER-NOTIFICATION PROCEDURES

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “**Counter-Notice**”) by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An 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 disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.