

# Privoro Terms of Use

## REVISION DATE: July 2, 2021

PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION CONCERNING YOUR RIGHTS AND OBLIGATIONS (AS WELL AS LIMITATIONS OR EXCLUSIONS) ARISING FROM YOUR USE OF OUR SITE (DEFINED BELOW).

## 1. YOUR ACCEPTANCE OF OUR TERMS

These terms of use (“Terms”), together with any other terms incorporated by reference into these Terms, apply to and govern your use of any content, documents, communications, information, files, text, graphics, functionality, services, products, or other materials (collectively “Materials”) provided or offered on or through (i) our website, (ii) our software as a service or other technology platform that enables you to use our products and services or our hardware systems or solutions, and (iii) our related downloadable mobile, cloud-based, or desktop application(s), firmware or other software, in each case as now existing or later developed or customized (collectively, the “Site”) by Privoro, LLC or its affiliates (collectively, “Privoro”, “our” “we” or “us”). This Site is offered and available to users who are 18 years of age or older, and meet all of the foregoing eligibility requirements.

When we refer to “you” and “your”, we are referring to you as (a) the individual user of the Site, Products, or Services; or (b), if you are accessing or using the Site, Products, or Services in your capacity as an employee or other service provider of a company, such company. When we refer to “parties” or a “party”, we are referring to you and Privoro, individually or collectively, as the context dictates.

By registering, purchasing, downloading, installing, or using any Materials, or by accepting delivery of a Product, submitting an Order (defined below), or opening a Product’s packaging:

- You acknowledge and agree you have read and understand these Terms;
- You acknowledge and agree to be bound by and abide to these Terms;
- You acknowledge and agree you are entering into a binding, legal contract with Privoro;
- You acknowledge and agree that, if you use the Site, Products, or Services on behalf of a company, whether in your capacity as an employee or other service provider, you have the legal right and authority to bind the company to these Terms; and

- You acknowledge and agree that if any of your affiliates receives benefits under these Terms, you will be responsible for such affiliate’s compliance with these Terms.

PLEASE PRINT THESE TERMS FOR YOUR RECORDS AND SAVE A COPY ELECTRONICALLY. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE, ACCESS, PURCHASE, DOWNLOAD, OR INSTALL THE MATERIALS.

The owner of the Site is based in the state of Arizona in the United States, and all Materials provided through our Site is protected by law, including, but not limited to, United States copyright law and international treaties. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## 2. CHANGES TO THE TERMS OF USE

We may modify, amend, or supplement (each, a “Change” and collectively, the “Changes”) these Terms at any time, and we’ll notify you when we do. We may post notice of the Changes at [privoro.com](http://privoro.com) or we may notify you of the Changes by email or other methods available to us. Changes will not apply retroactively and will become effective immediately upon their publication or upon your notice of such Change. If you do not agree any Change or Changes, you should discontinue your use of the Site and your exercise of any right or your receipt of benefits under these Terms. Your continued exercise of any right, receipt of a benefit, or performance as under these Terms will mean that you accept and agree to the Changes.

## 3. ACCESSING THE SITE, REGISTRATION, ACCOUNTS AND PASSWORDS

We reserve the right to withdraw or amend the Site and any Materials provided through the Site in our sole discretion and without notice to you. We will not be liable if for any reason all or any part of the Site is unavailable for any period of time. From time to time, we may restrict access to some parts of the Site, or the entire Site, to certain users, including registered users.

You are responsible for making all arrangements necessary for you to access the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.



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To use some portions of the Site or Materials, you may be asked to register for and maintain an active user account profile in accordance with these Terms. During registration, you must choose a user identification name and password that will be unique to that user account.

Account registration requires you to submit to us certain personal information. You agree that all information you provide and all the information we generate from your use of the Materials through the Site, including but not limited to your use of any interactive features on the Site, is governed by our privacy policy, located at [www.privoro.com/legal](http://www.privoro.com/legal) (“Privacy Policy”). Please read our Privacy Policy to review how information about you is collected, used and shared. By agreeing to these Terms, you are also agreeing to the terms of the Privacy Policy and consenting to all actions taken by us with respect to your information in compliance with the Privacy Policy. The Privacy Policy (and any subsequent amendments thereto) is incorporated by reference into these Terms of Use.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your user name, password, or other security information. You are solely responsible for maintaining the confidentiality of your password and account and any use of your password or account, whether authorized by you or not. We cannot and will not be liable for any loss or damage arising from your failure to comply with these Terms. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Notwithstanding anything to the contrary herein, you acknowledge and agree that you will have no ownership or other property interest in your account, and you further acknowledge and agree that all rights in and to your account are and will forever be owned by and inure to our benefit.

**WE HAVE THE RIGHT TO DISABLE ANY USER NAME, PASSWORD, OR OTHER IDENTIFIER, WHETHER CHOSEN BY YOU OR PROVIDED BY US, AT ANY TIME IN OUR SOLE DISCRETION FOR ANY OR NO REASON.**

If you have opted in to receive our special offers via email or otherwise you can unsubscribe via the links provided in the email at any time or by going to [www.privoro.com/support](http://www.privoro.com/support) to submit a support ticket with your request. By opting in to receive our special offers, you consent to receiving, from time to time, text messages or emails

which may include alerts, promotions, offers, polls, and giveaways.

## 4. DATA OWNERSHIP

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**Customer Data.** As between you and Privoro, you own all your data, information, and materials you provide to Privoro (the “Customer Data”). You will provide Customer Data to Privoro if and only if you have the requisite right and legal authority to do so under all international, federal, state and local laws applicable to you. You and only you will be liable for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. You hereby grant to Privoro a non-exclusive, royalty-free, worldwide license (with the right to sublicense through multiple tiers) to use, copy, store, process, transmit, display, and disclose Customer Data as necessary for us to deliver, provide, improve, or operate the Site or its Materials and to compile statistical and performance information related to the provision and operation of the Site or its Materials.

**Aggregated Data.** You further authorize Privoro (and its affiliates, licensors, agents and subcontractors) to aggregate and de-identify Customer Data; compile in the ordinary course of providing the Site or its Materials, de-identified, non-personally identifiable, technical, statistical, or analytical data; and use and disclose such aggregated and de-identified data on a non-attributed basis. To the extent an assignment of aggregated or de-identified Customer Data is needed to permit Privoro to obtain ownership of the right, title, and interest in, to or under, any or all of the aggregated or de-identified data, you hereby assign and transfer your right, title, and interest in, to, and under such aggregated and de-identified Customer Data to Privoro. **PRIVORO COLLECTS AND USES CUSTOMER DATA AND ALL AGGREGATED AND DE-IDENTIFIED CUSTOMER DATA IN ACCORDANCE WITH ITS PRIVACY POLICY AND IN ACCORDANCE WITH APPLICABLE DATA PROTECTION LAWS.**

**Privoro Data.** As between you and Privoro, Privoro owns all data, information, results, output, and materials created, produced, or generated by the Site and all aggregated and de-identified information that Privoro assembles, including aggregated or de-identified Customer Data (collectively, “Privoro Data”). These Terms does not provide you with any rights, title, licenses, or ownership of any Privoro Data.

## 5. PAYMENT

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To the extent the Materials provided through the Site or any portion of the Site is made available to you for a fee or through a subscription, your access will be granted following payment of the applicable fees to Privoro. Your account and access to the Services may be suspended



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in the event of non-payment of applicable fees. You represent and warrant to Privoro that such payment information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

## 6. USE RESTRICTIONS AND INTELLECTUAL PROPERTY

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Your computer may temporarily store copies of such Materials in RAM incidental to your accessing and viewing those Materials. You may store files that are automatically cached by your web browser for display enhancement purposes. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications. If we provide social media features with certain content, you may take such actions as are enabled by such features.

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## 7. AVAILABILITY

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## 8. PURCHASES

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We may charge certain fees at our sole discretion for access to or use of the Site or Materials through the Site, which may in some instances be assessed in addition to the purchase price of goods or services listed on the Site. We will use commercially reasonable efforts to inform you of any such fees or additional charges assessed with a particular order or otherwise.



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## 9. CLASS ACTION WAIVER

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YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IN ACCORDANCE WITH THESE TERMS AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.

## 10. DISCLAIMER OF WARRANTIES

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NO WARRANTY OR REPRESENTATION IS GIVEN THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE MATERIALS WILL BE CORRECTED. FURTHERMORE, NO WARRANTY OR REPRESENTATION IS GIVEN REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL OR THE ADEQUACY OF THE MATERIALS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON OR ENTITY SHALL CREATE A WARRANTY OR REPRESENTATION OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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## 11. LIMITATION OF LIABILITY

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT PRIVORO WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICE PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. YOU ALSO AGREE THAT PRIVORO WILL NOT BE LIABLE FOR ANY INTERRUPTION OF BUSINESS, ACCESS DELAYS, OR ACCESS INTERRUPTIONS TO THE SITE OR SERVICES, DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION, OR OTHER MODIFICATION, AND EVENTS BEYOND COMPANY'S REASONABLE CONTROL.

In no event will company be financially liable for any consequential or incidental damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law.

## 12. TRANSMISSIONS, USER CONTRIBUTIONS, AND CONTENT STANDARDS

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The Site may contain blogs, message boards, forums, bulletin boards, or other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Site.

All User Contributions must comply with the Content Standards set out in these Terms.

By providing any User Contribution on the Site, you grant us and our service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you exclusively have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site.

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for Privoro.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. **YOU WAIVE AND HOLD HARMLESS PRIVORO AND ITS LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY ANY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we do not undertake to review material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.



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- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy, located at [www.privoro.com/legal](http://www.privoro.com/legal).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## 14. PROHIBITED USES

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You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate Privoro, a Privoro employee, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm Privoro or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

## 15. USER COMMUNICATIONS

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You agree that Privoro, and other individuals and entities connected to the Site and/or any mobile applications may contact you through the Site and/or any mobile applications, by e-mail, telephone, or text messages (including by an automatic telephone dialing system at any of the phone numbers provided by you or on your behalf in connection with a Privoro account), for any reason, including for marketing purposes, and in response to any inquiries that you make to Privoro, or submissions that you may send to Privoro. You understand that you are not required to provide this consent as a condition of purchasing any property, goods, or services. You also understand that you may opt out of receiving text messages from Privoro at any time, either by replying to the text message with the word “STOP” or by going to [www.privoro.com/support](http://www.privoro.com/support) to submit a support ticket with your request. If you do not choose to opt out, Privoro may contact you as outlined in its Privacy Policy, located at [www.privoro.com/legal](http://www.privoro.com/legal).

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## 16. TERMINATION

In its sole and absolute discretion, with or without notice to you, Privoro may suspend or terminate your use of and access to the Services, terminate your account and/or remove and discard anything transmitted by you, or information stored, sent, or received via the Services without prior notice and for any reason, including, but not limited to: (i) any unauthorized access or use of the Services, (ii) any violation of these Terms, or (iii) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Services. You may terminate your account for any reason by going to [www.privoro.com/support](http://www.privoro.com/support) to submit a support ticket with your request. Privoro will not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Site. Termination, suspension, or cancellation of the Services or your access rights to the Site will not affect any right or relief to which Privoro may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to Privoro.

## 17. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Privoro, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services, and products other than as expressly authorized in these Terms or your use of any information obtained from the Site.

## Governing Law And Dispute Resolution

These Terms and performance hereunder will be exclusively governed by, and construed in accordance with, the laws of the state of Delaware (without giving effect to its conflict of laws principles). The parties agree to submit any claim, dispute, or disagreement to mediation before a mutually-agreeable mediator prior any other form of dispute resolution. All mediation or any other form of dispute resolution will exclusively take place in Phoenix, Arizona and the parties irrevocably waive any objection to such venue.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing and/or signed. You waive any right to raise any defense or waiver based upon execution of these Terms by electronic means or maintenance of these Terms electronically.

## 18. WAIVER AND SEVERABILITY

No waiver by Privoro of any term or condition set out in these Terms will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Privoro to assert a right or provision under these Terms will not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.



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## 19. NOTICES

Except as explicitly stated otherwise, any notices will be given by postal mail to Privoro, LLC Attn: CEO 2177 E. Warner Dr. Suite 103, Tempe, Arizona 85284 (in the case of Privoro) or to the email address you provide to Privoro during the registration process (in your case). Notice will be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Privoro during the registration process. In such case, notice will be deemed given three (3) days after the date of mailing.

## 20. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE.

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement to the address below. It is our policy to terminate the user accounts of repeat infringers. In the event materials are made available to this Site by third parties not within our control, we are under no obligation to, and do not, scan such content for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Site. If you believe any materials on the Site infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity

and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Copyright Administrator  
Weiss Brown  
6263 North Scottsdale Road, Suite 340  
Scottsdale, AZ 85250

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

