



## **SPACESPECIALS AGREEMENT - TERMS OF USE**

**PLEASE READ THESE TERMS OF USE CAREFULLY! DESCRIBED BELOW ARE YOUR RIGHTS AND RESPONSIBILITIES AND THEY CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SPACESPECIALS, LLC REGARDING YOUR USE OF OUR INTERNET WEBSITE SERVICE SPACESPECIALS.COM. BY USING THE SERVICE, INCLUDING VIEWING CONTENT, YOU AS AN INDIVIDUAL AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN YOU AND SARIVA ENTERPRISES, LLC (WHETHER OR NOT YOU CHOOSE TO BECOME A MEMBER). YOUR ACCESS TO AND USE OF SPACESPECIALS.COM IS EXPRESSLY CONDITIONED ON YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS.**

These are official terms and conditions ("Terms of Use") and form a legally binding agreement between you and SPACESPECIALS, LLC ("SPACESPECIALS", "we", "us", or "our") regarding your use of SPACESPECIALS' internet web site located at <http://www.spacespecials.com> (the "Site"), as well as the associated web pages services, features and functions made available by SPACESPECIALS and this Site (individually and collectively, the "SPACESPECIALS Services"). The term "SPACESPECIALS Services" also includes any and all branded, equivalent, mirror, replacement, substitute or backup websites and web pages and those containing authorized content owned by SPACESPECIALS. This Agreement includes SPACESPECIALS' policy for acceptable use of SPACESPECIALS Services and content posted on the Site, your rights, obligations and restrictions regarding your use of SPACESPECIALS Services and SPACESPECIALS' Privacy Policy. In order to participate in SPACESPECIALS Services, you may be required to download software or content and/or agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to SPACESPECIALS Services in which you choose to participate, those additional terms are hereby incorporated into this Agreement.

### **TERMS OF SERVICE:**

SPACESPECIALS Services are offered and made available only to users 13 years of age or older - SPACESPECIALS Services is not intended for children under 13. Your account may be terminated without warning, if we believe, in our sole discretion, that you are under 13 years of age. By using or attempting to use SPACESPECIALS Services, you certify that you are at least 13 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. If you are not yet 13 years old, or your use of our SPACESPECIALS Services is prohibited or restricted in any way by the laws, regulations or other governmental requirements of the



jurisdiction in which you live or reside, or if, for any reason and at any time, you do not agree with all of the terms and conditions contained in these Terms of Use, please do not use SPACESPECIALS Services. Use of SPACESPECIALS Services is void where prohibited.

By using SPACESPECIALS Services, you understand, acknowledge and agree to be bound by the Agreement and that you will abide by the terms and conditions of our Agreement with you, whether you are a "Visitor", meaning that you simply browse the Site or you are a "Member" meaning that you have registered with SPACESPECIALS. The term "User" refers to a Visitor or a Member. When we use the term "Agreement" we are referring to these Terms of Use, as well as any additional terms and conditions that apply to and govern your use of Content, Postings, and Communities, (all as defined below), any features, functions and services we make available to you from time to time through our SPACESPECIALS Services, any official rules which apply to your participation in promotions, contests, sweepstakes, award programs, memberships, e-mail and/or newsletters ("Rules") and any additional terms and conditions referred to in any of the foregoing documents. These Terms of Use and our use of the term "Agreement" also includes our [Privacy Policy](#). All of these are hereby incorporated into our Agreement with you by this reference and this Agreement will remain in full force and effect as long as you are a user of SPACESPECIALS Services, even if your use of or participation in any particular service, feature, function or promotional activity terminates, expires, ceases, is suspended or deactivated for any reason.

The words "use" or "using" in this Agreement, means any time a User, directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from SPACESPECIALS Services, transmit, receive or exchange data or communicate with the SPACESPECIALS Services, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the SPACESPECIALS Services, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third party content or any web sites or links that may direct your browser or your connection to third party web sites or web pages.

Please choose carefully the information you post on SPACESPECIALS Services and that you provide to other Users. Your Postings may not include the following items: any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. Despite this prohibition, information provided by other Users may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and SPACESPECIALS assumes no responsibility or liability for this material. If you become aware of misuse of SPACESPECIALS Services by any person, please contact us at [custserv@spacespecials.com](mailto:custserv@spacespecials.com).



These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SPACESPECIALS without restriction or notice to you.

## **1. REGISTRATION**

This Agreement shall remain in full force and effect while you use SPACESPECIALS Services or are a User. There are portions of SPACESPECIALS Services and this Site that we make available to Users in the general public without registering and you may visit and browse those portions without charge or obligation; provided, however, we reserve the right to make changes, limit or restrict those portions at any time and from time to time in our discretion, without notice to you.

SPACESPECIALS reserves the right, in its sole discretion, to reject, refuse to post or remove any posting, including email, by you, or to restrict, suspend, or terminate your access to all or any part of SPACESPECIALS Services at any time, for any or no reason, with or without prior notice, and without liability. Even after your account is terminated, this Agreement will remain in effect, including all sections.

You acknowledge that SPACESPECIALS reserves the right to charge for SPACESPECIALS Services and to change its fees from time to time in its discretion. If SPACESPECIALS terminates your account because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of fees.

In order to access and use certain services, features or functions of the SPACESPECIALS Services, such as our Postings, and in general any interactive feature of the SPACESPECIALS Services, we require users to register and create an account. As part of the registration process, you will need to select and provide us with a unique user name and choose a password which must form a unique combination (a "User ID"), you shall provide your valid e-mail address, street address, and we may request that you provide other information that we may require. We may also, from time to time and at any time, provide users with additional codes or passwords necessary to access and use certain services, features or functions of the SPACESPECIALS Services. Please read our [Privacy Policy](#), which describes the non-public, personally identifiable information ("Personal Information") we collect, use, disclose, manage and store. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs with your User ID and you must keep your account password secure. You are entirely responsible for maintaining the confidentiality of your password. Your User ID is personal to you and you may not allow any others to use your User ID under any circumstances. You may never use another's account without permission. We are not liable for any harm caused or related to the theft or misappropriation or disclosure of all or any portion of your User ID, disclosure or your



authorization of anyone else to use your User ID. You agree to immediately notify SPACESPECIALS if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your User ID or any other need to deactivate your User ID due to security concerns. Although SPACESPECIALS will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of SPACESPECIALS or others due to such unauthorized use.

## **2. MODIFICATIONS**

SPACESPECIALS may modify this Agreement from time to time at our sole discretion and such modification shall be effective upon posting by SPACESPECIALS on the Site. We will post or display notices of material changes on this Site and we may also e-mail you about these changes. Once we post them on SPACESPECIALS Services, these changes become effective immediately and if you use the SPACESPECIALS Services after they become effective it will signify your agreement to be bound by the changes. You should check back frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us. We reserve the right to change, modify, withdraw, suspend or even permanently discontinue all or any portions of the SPACESPECIALS Services at any time, without any liability or obligation to you, with or without notice.

## **3. PRIVACY**

We respect your privacy and the use and protection of your Personal Information. Please see our [Privacy Policy](#) for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of SPACESPECIALS Services. If you have any questions regarding SPACESPECIALS's privacy practices, you may send your question to us by e-mail to [custserv@spacespecials.com](mailto:custserv@spacespecials.com).

## **4. OWNERSHIP AND PROPRIETARY RIGHTS**

SPACESPECIALS Services, except all User Submissions (as defined below), including without limitation , all content, media and materials, all SPACESPECIALS software, code, design, text, scripts, messages, images, photographs, illustrations, audio and video material, media files, artwork, graphic material, articles, databases, proprietary information, writings, spoken statements, music, video recordings, audio-visual works and recordings, slides, portraits, works of authorship, animated and/or motion pictures, interactive features, caricatures, likenesses, profiles, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and all copyrightable or otherwise legally protectible elements of SPACESPECIALS



Services, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in colors, alone or in conjunction with other work, characters, real or imaginary, in any part of the world (all of the foregoing, individually and/or collectively, is referred to herein as "Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed SPACESPECIALS and/or its affiliates, and their Advertisers, licensors, suppliers, service providers, promotional partners and/or sponsors, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Our Content is legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "SPACESPECIALS Services" includes "Content" as well.

Content on the Site is provided to you AS IS for your information and personal use only. SPACESPECIALS Services contain Content of Users, other SPACESPECIALS licensors, and other third parties. Except for Content posted by you and unless we explicitly and specifically notify you otherwise in writing, you shall not, nor will you allow any third party, whether or not for your benefit, to reproduce, use, copy, modify, adapt, translate, create derivative works from, display, perform, publish, post, distribute, sell, license, upload, transmit, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website) or otherwise exploit, any Content, including User Submissions, without the express prior written consent of SPACESPECIALS. SPACESPECIALS authorizes you to access Content and grants you the right to use SPACESPECIALS Services solely for your non-commercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purpose whatsoever. You must not alter, delete or conceal any copyright or other notices contained on SPACESPECIALS Services including notices on any Content you download, transmit, display, print or reproduce from SPACESPECIALS Services. SPACESPECIALS reserves all rights not expressly granted in and to the Site and the Content. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of SPACESPECIALS Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of SPACESPECIALS Services or the Content therein. Any unauthorized or prohibited use of any Content, including use in contravention of this Agreement, may subject you to civil liability, criminal prosecution, or both.

By displaying or publishing ("posting") any Content, or any other materials on or through



SPACESPECIALS Services, you hereby grant to SPACESPECIALS a non-exclusive, fully-paid and royalty-free, worldwide license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, adapt, translate, publicly perform, publicly display, store, reproduce, transmit, and distribute such Content on and through SPACESPECIALS Services. This license will terminate at the time you remove such Content from SPACESPECIALS Services. You represent and warrant that: (i) you own the Content posted by you on or through SPACESPECIALS Services or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through SPACESPECIALS Services.

We have no obligation to maintain or store any Content posted by you. We have the right to delete any Content for any reason or no reason, including but not limited to service cancellation or violation of this Agreement. Once deleted, any Content you have stored on or through the SPACESPECIALS Services cannot be retrieved.

You may not use any computerized or automatic mechanism, including without limitation, any web scraper, offline reader, spider or robot, to access, extract or download any Content from the SPACESPECIALS Services, unless you are expressly authorized to do so by SPACESPECIALS. You agree not to use or launch any automated system that accesses the Site in a manner that sends more request messages to SPACESPECIALS servers in a given period of time than a person can reasonably create in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, SPACESPECIALS grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. SPACESPECIALS reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. As an express condition of your use of the SPACESPECIALS Services, you warrant to SPACESPECIALS that you will not use SPACESPECIALS Services for any unlawful purpose or purpose prohibited by this Agreement. If you violate any part of this Agreement, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any of the Content. SPACESPECIALS makes no representation that any Content is legal or appropriate for use outside of the United States or that it is authorized for export from the United States or for import into any other country. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of any jurisdiction inside and outside of the United States from which you may access



SPACESPECIALS Services.

SPACESPECIALS's Content is protected by copyright, trademark, patent, trade secret and other laws, and SPACESPECIALS owns and retains all rights to its Content and SPACESPECIALS Services. We require Users to respect our copyrights, trademarks, and other intellectual property rights and those of others, including other Users. On notice, we will act expeditiously to remove content on the SPACESPECIALS Services that infringes the copyright or trademark rights of others and will disable the access to SPACESPECIALS Services, this Site and its services of anyone who uses them repeatedly to infringe the intellectual property rights of others. Specific procedures to notify us about copyright infringement can be found in this Agreement which describes our Notice and Procedure for Making Claims of Copyright Infringement.

The brands, names, logos, trade names, trademarks, service marks and other distinctive identifications ("marks") on or of SPACESPECIALS Services, including, without limitation, "Sariva Enterprises, LLC" and "spacespecials.com", are the intellectual property of, and proprietary to SPACESPECIALS, LLC, its affiliates, its or their Advertisers, suppliers and others with whom these entities may do business. You have no right to use any of these marks or any confusingly similar marks for any purpose without the express prior written consent of SPACESPECIALS. All other trademarks and service marks are trademarks of their respective owners.

## **5. WEB COMMUNITIES, FORUMS, POSTINGS**

SPACESPECIALS Services may contain forum services, web communities and other message and communication facilities ("Communities") that may provide you and other users an opportunity to submit, upload, post, display, transmit and/or exchange information, ideas, opinions, information, files, messages, transmissions and Content with other Users and/or with us and these are referred to in this Agreement as a "Post" or "Posting." SPACESPECIALS Services may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, SPACESPECIALS does not guarantee any confidentiality with respect to any submissions.

SPACESPECIALS reserves the right at all times, but does not have the obligation to edit, refuse to post, or to remove any Posting, in whole or part, that SPACESPECIALS deems inappropriate for inclusion in the Communities, for any reason or for no reason.

SPACESPECIALS may delete any Content that in the sole judgment of SPACESPECIALS violates this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. SPACESPECIALS assumes no responsibility for monitoring the Services for inappropriate Content or conduct. If at any time SPACESPECIALS chooses, in its sole discretion, to monitor SPACESPECIALS Services, SPACESPECIALS nonetheless assumes no responsibility for the Content, no



obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content. Communities are public and not private and you should assume your Postings will be read by others, with or without your knowledge or permission. Although a particular Community may have a policy of limited membership or access, SPACESPECIALS shall have no liability if unauthorized persons nevertheless obtain access to the Community. Your use of the Communities is at your own risk and you should not disclose or make available your personal information in any Posting or in any Community. Remember that once you have uploaded your Posting, you will not be able to remove it. Your Posting will become public upon your election through the SPACESPECIALS Services, and in some cases permanent.

We do not endorse and have no control over the User Submissions. You understand that when using SPACESPECIALS Services, you will be exposed to User Submissions from a variety of sources, and that SPACESPECIALS is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You use the Communities solely at your own risk, you are solely responsible for the Content that you post on or through any of SPACESPECIALS Services, and any material or information that you transmit to other Members and for your interactions with other Users. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against SPACESPECIALS with respect thereto, and agree to indemnify and hold SPACESPECIALS, its owners and Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site. SPACESPECIALS neither endorses nor controls user Postings available, delivered or displayed in the Communities and SPACESPECIALS assumes no duty to monitor or endorse Postings within the Communities, nor does SPACESPECIALS represent or guarantee the truthfulness, accuracy or reliability thereof or that any Posting complies with the terms or conditions of this Agreement and you should never rely upon any Posting as being true, accurate or reliable.

You understand, acknowledge and agree that Postings originating from any User ID are the sole responsibility of the individual associated with that User ID. This means that you, and not us or SPACESPECIALS Services, are entirely responsible for the consequences of all your Postings on the Communities or otherwise on SPACESPECIALS Services. Postings do not reflect the views of SPACESPECIALS or any Affiliates. In no event shall SPACESPECIALS or any affiliates have or be construed to have any responsibility or liability for or in connection with any Posting whatsoever; provided, however, if we determine, in our sole discretion and judgment, that any Posting does or may violate any of the terms of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to: (a) refuse to allow you to Post; (b) remove and delete Postings; (c) revoke



your right to use the Communities and SPACESPECIALS Services; and/or (d) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on SPACESPECIALS Services, this Site and/or the Communities. You retain all of your ownership rights in your User Submissions. If a Posting originates from you or your User ID, you hereby agree that:

(a) you are placing the Posting in the public domain without reservation of any rights, or further control over the Posting or its use, unless you have limited access to such Posting through the SPACESPECIALS Services, and you specifically authorize SPACESPECIALS Services and Affiliates to use such Posting in whole or in part, throughout the universe, and you are automatically granting SPACESPECIALS and Affiliates a royalty-free, worldwide, perpetual, irrevocable, unrestricted, unconditional, non-exclusive, transferable license to use, reproduce, modify, publish, edit, adapt, create derivative works from, translate, distribute, perform, display and otherwise exploit such Posting and all elements thereof alone or as part of other works in any form, media, or technology, whether now known or hereafter developed or discovered, in connection with SPACESPECIALS Services and SPACESPECIALS's (and its successor's) business, including without limitation for promoting and redistributing part or all of SPACESPECIALS Services (and derivative works thereof) in any media formats and through any media channels, and to license and sub-license such rights through multiple tiers of sub-licenses, all without any notification or obligation to you, of compensation, attribution or otherwise. You also hereby grant each user of SPACESPECIALS Services a non-exclusive license to access your User Submissions through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Site and under these Terms of Use. The foregoing license granted by you terminates once you remove or delete a User Submission from SPACESPECIALS Services;

(b) you represent and warrant that (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize SPACESPECIALS to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Site and these Terms of Use; the Posting is original to you or fully cleared for use as contemplated herein, (ii) the Posting does and will not, in any way, violate or breach any of the terms of this Agreement, (iii) the Posting does not contain libelous, tortious, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or otherwise unlawful or inappropriate information, infringe or violate any copyright protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to



post the material and to grant SPACESPECIALS all of the license rights granted herein, violate any other right, or contain any matter the publication or sale of which will violate any law, regulation or other governmental requirement or restriction, (iv) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Site and these Terms of Use, (v) the Posting will not contain falsehoods or misrepresentations that could damage SPACESPECIALS or any third party, (vi) the Posting shall not be damaging or injurious to SPACESPECIALS, any Affiliates or any user, (vii) you will not post advertisements or solicitations of business; (viii) you will not impersonate another person ,and (ix) we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Posting;

(c) if your Posting incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that you have the right to place such Posting in the public domain and grant and Affiliates the right to use such Posting as described above; and

(d) we have the right to delete, re-format and/or change your Posting in any manner that we may determine (although you will not be responsible for any such changes made). SPACESPECIALS does not permit copyright infringing activities and infringement of intellectual property rights on its Site. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. SPACESPECIALS will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. SPACESPECIALS reserves the right to remove Content and User Submissions without prior notice. SPACESPECIALS will also terminate a User's access to SPACESPECIALS Services, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Site more than twice. SPACESPECIALS also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. SPACESPECIALS may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3)



for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) 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;
- (iii) 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 the service provider to locate the material;
- (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (v) A statement that you have 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
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

To contact SPACESPECIALS's designated Copyright Agent, please see the Notice and Procedure for Making Claims of Copyright Infringement in this document. The amount of storage space on SPACESPECIALS Services per user is limited and some Postings may not be processed due to space constraints or outbound message limitations. You understand, acknowledge and agree we assume no responsibility for deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or at all or as to any other matter relating to Postings. Posting is for noncommercial purposes only and you may not Post in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity. SPACESPECIALS permits you to link to materials on the Site for personal, non-commercial purposes only.

You are solely responsible for your interactions with other SPACESPECIALS Members. SPACESPECIALS reserves the right, but has no obligation, to monitor disputes between you and other Members.

## **6. CLAIMS OF COPYRIGHT INFRINGEMENT AND OTHER VIOLATIONS**

If you believe SPACESPECIALS Services contains elements that infringe your copyrights in your work, please go directly to our Notice and Procedure for Making



Claims of Copyright Infringement and follow the procedures described.

If you believe that any Content on SPACESPECIALS Services (including, without limitation, any Posting) violates any of the terms or conditions of this Agreement, please contact us at [custserv@spacespecials.com](mailto:custserv@spacespecials.com). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

## **7. ADVERTISING**

From time to time, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from, third parties such as our advertisers, sponsors, or promotional partners ("Advertisers") as a result of or in connection with your use of SPACESPECIALS Services or a hyperlinked site. All such communication, interaction and participation is strictly and solely between you and the Advertiser involved and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertiser or any goods or services you may purchase or obtain from any Advertiser). SPACESPECIALS will not be a party to or is in no way responsible for monitoring any transaction between you and an Advertiser. You should use your best judgment and exercise caution where appropriate.

## **8. RULES OF CONDUCT**

Your use of SPACESPECIALS Services is subject to all applicable local, state, national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your User ID. The following is a partial list of the kind of Content and activity that is illegal or prohibited to post on or through the Services. SPACESPECIALS reserves the right to investigate and take appropriate legal action against anyone who, in SPACESPECIALS' sole discretion, violates this provision, including without limitation, removing the offending communication from SPACESPECIALS Services and terminating the accounts of such violators; and/or reporting you to law enforcement authorities. Prohibited Content and/or activity include, but are not limited to Content and/or activity that, in the sole discretion of SPACESPECIALS are itemized below. You shall not use, allow, or enable others to use SPACESPECIALS Services, or knowingly condone use of SPACESPECIALS Services by others, in any manner that is, attempts to, or is likely to:

1) be libelous, patently offensive, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit, sexually suggestive or sexually or violently exploitative, racially,



culturally, or ethnically offensive, harmful, harassing or advocating harassment of another person, promoting bigotry, hatred or physical harm of any kind against any group or individual, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;

2) submit any Content that contains nudity, violence, or is of an offensive subject matter;

3) affect us adversely or reflect negatively on us, SPACESPECIALS, SPACESPECIALS Services, this Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of SPACESPECIALS Services, or from advertising, linking or becoming a supplier to us in connection with the SPACESPECIALS Services;

4) further or promote any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

5) promote information that you know is false or misleading or promote illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

6) criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;

7) promote an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

8) use the Services in a manner inconsistent with any and all applicable laws and regulations;

9) send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages and/or mass mailings, instant messaging, or so-called "spamming," "spimming," and "phishing";

10) You may not transmit any chain letters or junk email to other Users. SPACESPECIALS reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which SPACESPECIALS deems appropriate in its sole discretion. If you breach this Agreement and send



unsolicited bulk email, instant messages or other unsolicited communications of any kind through SPACESPECIALS Services, you acknowledge that you will have caused substantial harm to SPACESPECIALS, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay SPACESPECIALS US\$50.00 for each such unsolicited email or other unsolicited communication you send through SPACESPECIALS Services;

11) transmit, distribute or upload programs or material that contain malicious code, such as viruses, time bombs, cancel-bots, worms, Trojan horses, spyware, or other potentially harmful programs or other material or information;

12) interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services;

13) forge any TCP/IP packet header or part of the header information in any e-mail or newsgroup posting for any reason;

14) cover or obscure the banner advertisements on your personal profile page, or any SPACESPECIALS Services' page via HTML/CSS or any other means;

15) any automated use of the system, such as using scripts to add friends;

16) sell or otherwise transfer your profile;

17) violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise; no Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. By downloading or using the Software, you represent and warrant that such download or use is not in violation of any such law;

18) gain unauthorized access to SPACESPECIALS Services, other users' accounts, names, User IDs, personally identifiable information or other computers, websites or pages, connected or linked to SPACESPECIALS Services or to use SPACESPECIALS Services in any manner which violates or is inconsistent with the terms and conditions of this Agreement;

19) use the account, username, or password of another User at any time or disclose your password to any third party or permit any third party to access your account; or attempt to impersonate another User or person;



- 20) solicit passwords or personal identifying information for commercial or unlawful purposes from other Users; or solicit personal information from anyone under 18;
- 21) include a photograph or image of another person that you have posted without that person's consent;
- 22) provide any telephone numbers, street addresses, last names, URLs or email addresses;
- 23) contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- 24) modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of SPACESPECIALS Services or the rights or use and enjoyment of SPACESPECIALS Services by any other person, firm or enterprise; or
- 25) collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of SPACESPECIALS Services, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

## **9. PROMOTIONS**

From time to time, SPACESPECIALS, its affiliates, or SPACESPECIALS Services service providers, suppliers, and Advertisers may conduct promotions on or through the SPACESPECIALS Services, including, without limitation, auctions, contests and sweepstakes ("Promotions"). Each Promotion may have additional Rules which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of this Agreement; provided, however, if there is any conflict between the Rules for any particular Promotion and these Terms of Use, the Rules shall govern for that Promotion.

## **10. HYPERLINKS AND REFERENCE TO THIRD PARTY SITES**

The appearance, availability, or your use of third party vendors, or their URLs or hyperlinks referenced or included anywhere on SPACESPECIALS Services or any other form of link or re-direction of your connection to, with or through SPACESPECIALS Services, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of SPACESPECIALS, its Affiliates or any of its or their respective officers, directors, employees, agents, representatives, licensors,



suppliers, and service providers, successors and permitted assigns. We do not verify, endorse, or have any responsibility for, any such third party sites, their business practices (including the Privacy Policy), or any goods or services associated with or obtained in connection with any such site, whether SPACESPECIALS or any Affiliates' logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. Product and service information is the sole responsibility of each individual third party vendor. Any descriptions or summaries of such third party vendor's services or products that appear on the Site

We do not endorse, approve, certify, or control individuals, institutions or organizations independent of SPACESPECIALS ("Third Party Sites") and do not guarantee the accuracy, completeness, efficacy, timeliness, correct sequencing of information, and similar information that is located at such addresses.

If any third party site obtains or collects Personal Information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy, which describes how SPACESPECIALS collects and uses your Personal Information and co-branding relationships.

These Terms of Use apply to all users of SPACESPECIALS Services, including users who are also contributors of video content, information, and other materials or services on the Site. SPACESPECIALS Services may contain links to third party websites that are not owned or controlled by SPACESPECIALS. SPACESPECIALS has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, SPACESPECIALS will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve SPACESPECIALS from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave this Site and to read the terms and conditions and privacy policy of each other website that you visit.

## **11. TERMINATION OF YOUR REGISTRATION**

You may terminate your registration and User ID, at any time and for any reason, by sending an e-mail to [custserv@spacespecials.com](mailto:custserv@spacespecials.com) with your username, password, and e-mail address and requesting termination of your registration. We will use commercially reasonable efforts to promptly remove your registration from the SPACESPECIALS Services and the Site. We may terminate your use of and registration on SPACESPECIALS Services and this Site, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

## **12. DISCLAIMER AND LIMITATIONS OF LIABILITY**



**SPACESPECIALS SERVICES, FEATURES, FUNCTIONS, CONTENT, PRODUCTS AND CAPABILITIES ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN ADDITION, SPACESPECIALS MAKES AND PROVIDES NO GUARANTY OR ASSURANCE SPACESPECIALS SERVICES OR ANY CONTENT WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL SERVICES, PRODUCTS, FEATURES, FUNCTIONS, CONTENT OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED OR AT ANY PARTICULAR TIME OR TIMES. WITHOUT LIMITING THE FOREGOING, SPACESPECIALS IS NOT RESPONSIBLE OR LIABLE FOR 1) MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OMISSIONS, MISTAKES OR OMISSIONS ARISING OUT OF YOUR USE OF SPACESPECIALS SERVICES OR ANY SITES LINKED TO SPACESPECIALS SERVICES 2) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN 3) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; OR 5) THE DEFAMATORY, OFFENSIVE, INFRINGING, BREACHING, FRAUDULENT, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK OF USING SPACESPECIALS SERVICES AND THE FEATURES AND FUNCTIONS OF AND/OR ASSOCIATED WITH SPACESPECIALS SERVICES.**

**YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER SPACESPECIALS, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, NOR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF SPACESPECIALS SERVICES OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**



Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have SPACESPECIALS, upon written notice from you, attempt to repair, correct or replace any deficient goods or services under this Agreement and, if repair, correction or replacement is not reasonably commercially practicable, to refund any monies actually paid by you for the services and/or products involved and to terminate and discontinue your registration and use of SPACESPECIALS Services. You further understand and acknowledge the capacity of SPACESPECIALS Services, in the aggregate and for each user, is limited and some messages and transmissions may not be processed in a timely fashion or at all, and some services, features or functions may be restricted or delayed or become completely inoperable. As a result, you acknowledge and agree that SPACESPECIALS assumes no liability, responsibility or obligation to transmit, process, store, receive or deliver transactions or Postings or for any failure or delay associated with any Postings and you are hereby expressly advised not to rely upon the timeliness or performance of SPACESPECIALS Services for any transactions or Postings. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies, accordingly some of the exclusions and limitations described in this Agreement may not apply to you.

SpaceSpecials.com is controlled and offered by SPACESPECIALS from its facilities in the United States of America. SPACESPECIALS makes no representations that this Site is appropriate or available for use in other locations. Those who access or use this Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### **13. INDEMNIFICATION**

You agree to indemnify, defend and hold SPACESPECIALS, its affiliates, subsidiaries and its and their respective officers, directors, partners, employees, agents, licensors, representatives, Advertisers, service providers and suppliers harmless from and against: (i) any and all claims, actions, losses, expenses, damages, demand, obligation, liabilities, debt and costs (including reasonable attorneys' fees), resulting from any breach or violation of this Agreement by you, or resulting from your use of SPACESPECIALS Services and/or Postings and/or any Content you provide, submit or make available on or through SPACESPECIALS Services or your unauthorized use of any Content (ii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iii) any claim that one of your Postings caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the SPACESPECIALS Services.

SPACESPECIALS reserves the right to assume, at its sole expense, the exclusive defense



and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with SPACESPECIALS in the defense of any such claim, action, settlement or compromise negotiations, as requested by SPACESPECIALS.

#### **14. LAW THAT APPLIES TO THIS AGREEMENT; MISCELLANEOUS TERMS**

This Agreement, including, without limitation, our Privacy Policy, any Rules and any additional terms and conditions that apply to your use of any specific services, features and functions or the purchase of any products, as well as any other documents, policies and provisions we refer to in any of the foregoing, all of which are hereby incorporated by this reference, contains the entire understanding and agreement between you and SPACESPECIALS and supersedes any and all prior, inconsistent or other understandings relating to SPACESPECIALS Services and your use of SPACESPECIALS Services. This Agreement cannot be modified, changed or terminated, except as specifically described in Section 2. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and this Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive termination of this Agreement; provided, however, no action arising out of this Agreement or your use of SPACESPECIALS Services, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

This Agreement and your use of SPACESPECIALS Services shall be governed by, construed and enforced in accordance with the substantive laws of the State of New Jersey applicable to contracts made, executed and wholly performed in that State, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State of New Jersey and County of Middlesex and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise; provided, however, that notwithstanding the foregoing, you agree that SPACESPECIALS has the right to commence and prosecute an action against you in connection with this Agreement, in your home jurisdiction. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act.

**IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF SPACESPECIALS SERVICES OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY. YOU AND**



**SPACESPECIALS SERVICES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **15. PAYMENT TERMS**

Customer agrees to pay for all products ordered through the SPACESPECIALS web site or via the SPACESPECIALS sales team using the payment method indicated. Fees owed depends on the specific type and quantity of SPACESPECIALS products, services, information, or deliverables (collectively "Deliverables") ordered. Payment of fees shall not be contingent on any events other than the delivery of the ordered Deliverables. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by Customer. If payment is not current, SPACESPECIALS may immediately cease to provide any and all Deliverables to the customer. The fees paid for monthly subscriptions are non-refundable, regardless of whether the subscription is terminated prior to the end of the then-current monthly billing period.

Subscriptions will automatically renew using the Customer's current credit card account number unless Customer cancels their subscription via the SpaceSpecials.com customer service or through their own Paypal account at <http://www.paypal.com>. Once the cancellation is processed, a confirmation email will be sent via the customer's email account from paypal. If Customer has a question about a cancellation, Customer should contact SpaceSpecials.com Client Services at [custserv@spacespecials.com](mailto:custserv@spacespecials.com) or at (570) 972-1277. The Company reserves the right to change its fees or billing methods at any time. The Company will provide timely notice to the affected Customers of any such changes.

It is the Customer's responsibility to promptly provide the Company with any contact or billing information changes or updates. Account updates should be made online via the customers paypal account at [www.paypal.com](http://www.paypal.com).

The Customer must notify SPACESPECIALS about any billing problems or discrepancies within 90 days after charges first appear on their Account statement. If it is



not brought to SpaceSpecials attention within 90 days, Customer agrees to waive their right to dispute such problems or discrepancies.

Copyright ©2008 SARIVA ENTERPRISES, LLC- All Rights Reserved.

**I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE**

Notice and Procedure for Making Claims of Copyright Infringement Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on SPACESPECIALS Services should be sent ONLY to our Designated Agent. NOTE: The following information is provided solely for notifying the service providers referenced below that your Copyrighted material may have been infringed.

**DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OR E-MAIL ABUSE, etc.) TO THE CONTACT LISTED BELOW. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT.**

**WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.**

Written notification must be submitted to the following Designated Agent: Service Provider(s): SARIVA ENTERPRISES, LLC

Name of Agent Designated to Receive Notification of Claimed Infringement: Daniel A. Pepper, Esq. Full Address of Designated Agent to Which Notification Should Be Sent: Pepper Legal Consulting Group, LLC, 21. E. High Street, Suite D, New Jersey 08876

Telephone Number of Designated Agent: 908.698.0330

Facsimile Number of Designated Agent: 908.248.9220

E-mail Address of Designated Agent: info@informationlaw.com. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments,



requests for technical support, and other communications should be directed to the Webmaster at [custserv@spacespecials.com](mailto:custserv@spacespecials.com). You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

Under Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following:

- (1) An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
- (2) Identification of the copyrighted work (or works) that you claim has been infringed;
- (3) A description of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.);
- (4) A clear description of where the infringing material is located on our website, including as applicable its URL, so that we can locate the material; (5) Your name, address, telephone number, and e-mail address;
- (6) A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (7) 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.