

IMPORTANT: BY USING THISSONGISSICK.COM, ITS SUB-DOMAINS AND ANY SERVICES AVAILABLE THEREFROM (COLLECTIVELY, THE "SITE"), YOU HEREBY AFFIRM THAT YOU ARE 18 YEARS OLD (19 YEARS OLD IN AL OR NE) AND ARE FULLY ABLE AND COMPETENT TO UNDERSTAND, AGREE TO BE BOUND BY, AND COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS OF USE AND ACCESS (THE "TERMS"). IF YOU ARE UNDER 18 YEARS OLD (19 YEARS OLD IN AL OR NE), YOUR PARENT OR LEGAL GUARDIAN MUST READ, UNDERSTAND, AND AGREE TO THESE TERMS ON YOUR BEHALF PRIOR TO YOUR USE OF THE SITE. IF YOU DO NOT WANT TO BE BOUND BY THE TERMS OR HAVE NOT OBTAINED YOUR PARENT OR LEGAL GUARDIAN'S CONSENT TO THESE TERMS, DO NOT USE THE SITE. IN NO EVENT MAY YOU USE THIS SITE IF YOU ARE UNDER THE AGE OF 13.

1. GENERAL

Welcome to www.thissongissick.com. The Site and the information, content, and services it makes available, is provided to you by VaynerStudios, LLC (d/b/a VaynerPublishing), a New York limited liability company with its principal offices in New York, New York (the "Company" , "we" or "us").

These terms and conditions of use and access (the "Terms"), together with the Privacy Policy (found at <https://thissongissick.com/privacy-policy>) constitute a legal agreement between you ("you" or "your") and the Company (the "Agreement"). In consideration of your use of and access to the Site and the promises and obligations herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree to these Terms and acknowledge that you are bound hereby.

You further agree that these Terms are the complete and exclusive statement of the agreement between the Company and you with respect to your access to and use of the Site and its Content (as defined below).

The Company' s performance of the Terms is subject to applicable law and legal process, and nothing contained in these Terms is in derogation of the Company' s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site and the Content or information provided to, created by, or gathered by the Company with respect to such use.

These Terms shall be binding upon you and the Company and each of our successors, assigns, executors, heirs, affiliates and legal representatives (as applicable). You may not assign your rights or obligations under these Terms without the Company's prior written consent, and any purported assignment without such consent shall be void and of no force and effect.

The Company may sponsor certain promotions with additional terms and conditions or establish rules for specific areas of the Site. To the extent any area within or functionality of the Site contains additional terms and conditions concerning its use ("Additional Terms"), and you are granted access to or use of such areas or functionality by the

Company, those Additional Terms are in addition to these Terms. To the extent there is a conflict, inconsistency or ambiguity between these Terms and the Additional Terms, these Terms shall prevail.

2. CHANGES IN TERMS

The Company shall have the right at any time, at its sole discretion, to revise these Terms or to impose new terms and conditions with respect to access to or use of the Site, the Content or any other matter, in its sole discretion. The Company will provide notification by the link to these Terms that there are new or amended Terms with an indicator such as "NEW". The Company will specify the effective date of any new version of these Terms and such modification to the Terms shall become effective when posted.

You are responsible for reviewing the Terms upon each visit to the Site to review any changes to these Terms. ANY ACCESS OR USE OF THIS SITE OR ANY CONTENT BY YOU AFTER THE POSTING OF THE REVISED TERMS SHALL CONSTITUTE YOUR AGREEMENT TO SUCH REVISED TERMS. No modification to these Terms by any party other than the Company shall be valid or enforceable against the Company unless expressly agreed to by the Company in a writing signed by a duly authorized officer of the Company.

3. TERMINATION

These Terms are effective until terminated by the Company. The Company may terminate these Terms without notice and at any time, with respect to you or any or all users of the Site, without liability, including but not limited to if you breach any of these Terms. In the event of termination of these Terms with respect to you, you will no longer be authorized to access or use the Site or any Content.

The Company may also, in its sole discretion, terminate or suspend your access to the Site and ability to use any and all of the Site services, including the termination of your Account (as defined below) without prior notice or liability.

The Company shall also have the right, without notice and at any time, to terminate the Site or any portion thereof, or to terminate your right to access or use the Site or any portion thereof. In the event of a termination of these Terms or termination of your access to and use of the Site, Sections 4, 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17 of these Terms shall survive and continue in full force and effect, all rights granted by you shall remain in full force and effect and, except as required by applicable law, the Company shall be permitted, but shall not have any obligation, to delete any of your personal information collected in the operation of the Site unless otherwise required by law.

4. SITE CONTENT; ACCESS; DISCLAIMER OF WARRANTIES AND REPRESENTATIONS

a. Site Content. Unless specifically permitted herein, no information, materials, files, article, reviews, or other content (collectively "Content") comprising, contained in or distributed through the Site may be reproduced in any form or used by you without the

prior written consent of The Company. Content on the Site may be displayed, printed, or reproduced only for your personal, non-commercial use, provided that (i) the Content is not modified, (ii) all copyright and other proprietary notices are preserved, and (iii) you do not use the content in a manner that suggests an association with any of our products, services or brands. The Site and the Content found therein are the property of the Company and its licensees and are protected by copyright laws, and international treaty provisions. You acknowledge that the Company or its clients, business partners, or licensees (as applicable) own and shall retain the exclusive right, title and ownership in and to all copyrights, trade secrets, trademarks and other intellectual property and proprietary rights in the Site and all Content. Except as expressly permitted in this Section 4(a), you agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, disassemble, decompile, attempt to obtain the source code of, grant a security interest in, publicly perform, publicly display, transfer or exploit the Site, the Content, any technology or software relating thereto, or any portion of any of the foregoing.

b. Access. Unauthorized access to or use of the Site or the Content is a breach of these Terms and may be a violation of law. As noted above, only individuals thirteen years of age and older are authorized to access the Site and the Content, and by accessing and using the Site and the Content you warrant and represent that you are at least thirteen years of age. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of the Site or any of the Content.

c. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. IN FURTHERANCE OF THE FOREGOING, THE SITE, AND THE CONTENT CONTAINED IN AND DISSEMINATED FROM THE SITE, ARE PROVIDED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" AND WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (ALL OF SUCH IMPLIED WARRANTIES AND REPRESENTATIONS BEING HEREBY EXPRESSLY DISCLAIMED). YOU ASSUME THE ENTIRE RISK AS TO YOUR ACCESS TO AND USE OF THE SITE, AND YOUR SELECTION AND USE OF ANY CONTENT OBTAINED THROUGH OR FROM THE SITE. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT YOUR ACCESS TO AND USE OF THE SITE OR THE CONTENT WILL BE UNINTERRUPTED, VIRUS FREE, ERROR-FREE OR COMPLETELY SECURE. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS, SERVICES OR OPPORTUNITIES. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM HARDWARE OR SOFTWARE, OR FOR ANY LOSS OF DATA OR OTHER DAMAGES, RELATING TO YOUR USE OF THE SITE OR THE CONTENT. ANY ISSUES ARISING OUT OF OR RELATING, DIRECTLY OR INDIRECTLY, TO THIRD PARTY PRODUCTS MUST BE RESOLVED SOLELY AND DIRECTLY WITH THE PROVIDER OF SUCH THIRD PARTY PRODUCTS, SERVICES OR OPPORTUNITIES. NO ADVICE, INFORMATION OR CONTENT, WHETHER

ORAL OR WRITTEN, OBTAINED BY YOU FROM, THROUGH OR IN CONNECTION WITH YOUR USE OF THE SITE OR THE CONTENT, WILL CREATE OR PROVIDE ANY WARRANTY OR REPRESENTATION ON THE PART OF THE COMPANY OR ANY OF THE COMPANY PARTIES (AS HEREINAFTER DEFINED).

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. In such jurisdictions, the liability of the Company shall be limited to the greatest extent permitted by applicable law. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

5. GOVERNING LAW AND JURISDICTION

The Site is controlled and managed by the Company from its offices in the United States. Those who choose to access the Site from locations outside of the United States are responsible for compliance with applicable local laws. The Site and the Content have been specifically designed for use solely in the United States. You must not use the Site or the Content in countries where it is restricted, prohibited or limited by local law, regulations, codes or customs. The Company makes no warranty or representation that the Site or the Content is appropriate or available for use in locations outside the United States. These Terms shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of laws principles. By using the Site, you submit to the exclusive jurisdiction of and venue in the Federal District Court located in the Southern District of New York and the Supreme Court of the State of New York for New York (Manhattan) County to resolve any dispute arising out of or in connection with these Terms, the Site or the Content, and waive any objections thereto including those of inconvenient forum or similar defenses.

6. LIMITATION ON DAMAGES AND LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, IDENTIFIED SITE SPONSORS, OR REPRESENTATIVES (ALL OF THE FOREGOING, COLLECTIVELY, THE "THE COMPANY PARTIES") BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PERSONAL OR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PERSONAL OR BUSINESS INFORMATION, OR OTHER LOSS OR DAMAGE) ARISING OUT OF OR RELATED TO THESE TERMS OR ARISING OUT OF THE ACCESS OR USE, OR INABILITY TO ACCESS OR USE THE SITE AND/OR ITS CONTENT, EVEN IF THEY (OR ANY ONE OR MORE OF THEM) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED (E.G., WHETHER IN CONTRACT, TORT OR OTHERWISE). IF, NOTWITHSTANDING THE PROVISIONS OF THE TERMS,

ANY OF THE COMPANY PARTIES IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED TO YOUR ACCESS TO OR USE OF THE SITE, THE CONTENT OR OTHERWISE, THE AGGREGATE LIABILITY OF THE COMPANY PARTIES SHALL IN NO EVENT EXCEED \$100 USD. YOU AGREE TO USE YOUR BEST EFFORTS TO MITIGATE ANY DAMAGES OR LOSSES YOU MAY SUFFER IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SITE AND THE CONTENT.

Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, parts of the above limitation may not apply to you. In such jurisdictions, the liability of the Company shall be limited to the greatest extent permitted by applicable law. Check your local laws for any restrictions or limitations regarding the limitation of liability for consequential or incidental damages.

7. SUBMISSION OF MATERIALS OR CONTENT; CONTENT LICENSE TO THE COMPANY

In the event that you should post any Content to the Site, you hereby agree that by contributing or submitting any materials, information, ideas, suggestions, ratings, reviews, recommendations or other content to the Company (whether through the Site or otherwise, collectively the "Submitted Content"), you warrant that you are the author and owner of all intellectual property and proprietary rights in such Submitted Content, and you grant the Company (and our licensees, distributors, affiliates, partners, agents, identified site sponsors, representatives and other authorized users) a worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable right and license to use, re-use, copy, modify, delete in its entirety, adapt, publish, host, store, cache, archive, index, categorize, comment on, broadcast, stream, translate, publicly perform, publicly display, exhibit, create derivative works from and/or sell and/or distribute, re-distribute, publish, transmit and disseminate and/or incorporate or otherwise exploit such Submitted Content in or through any form, medium or technology (whether now known or hereinafter developed) without compensation to you, without obtaining your permission or providing attribution, and for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes. In addition, you warrant that all "moral rights" that you may have in such Submitted Content have been voluntarily waived by you, and you agree that the license in the first sentence of this Section 7 includes, without limitation, the right for The Company, its affiliates, licensees and partners to use any name, likeness, image and other identifying characteristics that are embodied or incorporated into any Submitted Content (including any of the foregoing relating to you or other individuals depicted in the Submitted Content) and which shall be considered part thereof for the purposes of these Terms. The Company reserves the right to, from time to time, refuse, move, remove, change, condense or delete any Submitted Content or Content on the Site in The Company's sole discretion, in each instance for any or no reason and in The Company's sole and absolute discretion. You agree that any Submitted Content you provide is not being provided in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way.

8. USE OF SITE

In the event that you to post or submit any Content on the Site, you agree that you shall not post, publish, submit or otherwise disseminate through the Site any Submitted Content or other information:

- that is known by you to be false, inaccurate or misleading;
- that violates, infringes or misappropriates any third party's copyright, patent, trademark, trade secret, right of privacy, right of publicity or other intellectual property or proprietary right;
- that violates any law, statute, regulation, rule or ordinance (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, profane, abusive, racially, religiously, or otherwise biased or offensive, unlawfully threatening or unlawfully harassing to any individual or entity, or otherwise contains foul language;
- for which you were compensated or granted any consideration by any third party, without the express permission of the Company
- that contains any computer viruses, worms or other potentially damaging computer programs or files
- that contains an advertisement or offer for sale of any products or services (unless you have the Company written consent to do so); or
- that consists of, includes or incorporates surveys, contests, pyramid schemes, spam, unsolicited advertising, chain letters or promotional materials.

In addition to the foregoing, you agree not to:

- Download or upload any content or material that you know or reasonably should know cannot be legally obtained in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of any Content or Submitted Content.
- Restrict or inhibit any other user from using and enjoying any public area within the Site;
- Collect or store personal information about other users of the Site, or post personal information about any person on the Site without their express permission;
- Attempt to access or use the Site or the Content after your access or use has been terminated;

- Affect the way the Site displays Content (including any pages contained therein) other than through adjustments to your browser or display settings to facilitate your personal viewing of the Site;
- Use any automated means to access or use the Site or to collect any Content contained therein;
- Publish any product or service review more than once, or publishing any product or service review for a product or service for which you have a direct or indirect financial or other interest
- Modify or create variant versions of the The Company name, trademark or logos;
- Use ActiveX, Java, JavaScript, cookies, web bugs or tracking technologies (e.g., HumanClick or SiteMeter) in connection with the Site or any pages you control that are part of the Site;
- Interfere with or disrupt the Site or the infrastructure;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Site or to manipulate your presence on the Site;
- Take any action that imposes an unreasonably or disproportionately large load on the Site or its infrastructure;
- Engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet; or
- Engage in any acts or omissions that could constitute a violation of applicable laws, statutes, regulations, rules or ordinances.

We cannot and do not assure that other users are or will be complying with these Terms, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

9. REGISTRATION AND YOUR ACCOUNT

As a condition to using certain features of the Site, you may be required to create an account (an "Account") and select a username and password. If we request registration information from you, you will provide us with true, accurate, current and complete information. You will promptly update your registration to keep it accurate, current, and complete.

You may not select a username of another person or entity with the intent to impersonate that person or entities or otherwise cause confusion as to the owner of your Account. The

Company reserves the right to refuse registration of, cancel, or modify a username in its sole discretion.

If we issue you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any unauthorized use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

Upon termination of your Account or upon your deletion of any Submitted Content from the Services, the Company shall make reasonable efforts to make such content inaccessible on the Site; however, you acknowledge and agree that (a) backups of, copies of, or references to the Submitted Content may not be immediately removed from the Site; and (b) Submitted Content may continue to persist in backups.

10. USE OF TRADEMARKS

Your use of any the Company or identified Site sponsors' trademarks, service marks, branding, logos, and designs is prohibited without the prior written consent of the Company.

11. NOTIFICATIONS

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Site or delivering them to you through e-mail, if you have previously provided your e-mail address to us. You may update your e-mail address by visiting the area of the Site where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if you do not receive notice. We may also send certain service announcements and administrative messages to you by e-mail, if you have previously provided your e-mail address to us. You may not opt-out of these announcements and messages, but may opt-out of our other newsletters or e-mail lists by using the unsubscribe links contained in the relevant messages.

12. PRIVACY

Certain information collected from you or about you in the course of your using the Site is subject to our Privacy Policy (found at <https://thissongissick.com/privacypolicy>) which is incorporated into these Terms by reference and which may be revised from time to time as provided therein. You acknowledge, agree and consent to the information collection, distribution and other terms, conditions and matters set forth in the Privacy Policy.

13. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensees, vendors, partners, identified Site sponsors, and each of their respective directors, officers, members, managers, employees, agents and representatives from and against any and all

claims, actions, losses, damages, liabilities, judgments, settlements, costs and expenses (including, but not limited to, reasonable attorney's fees and court costs) arising out of or relating to (a) your breach of these Terms, (b) your access to or use of the Site and/or the Content, (c) any Submitted Content provided by you or on your behalf, or the subsequent use and access thereto by third parties, (d) your violation, breach or misappropriation of a third party's copyright, patent, trademark, trade secret, right of privacy, right of publicity, or other intellectual property, proprietary or other right, (e) your tortious acts including, without limitation, defamation, and/or (f) any claims you may raise against third parties relating to third party products or services. We reserve the right to assume, at our expense, the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims. If we assume such defense, we will be responsible solely for our legal fees in connection with such defense and all other losses, damages, liabilities, judgments, settlements, costs and expenses shall be your sole responsibility.

14. RELEASE

You hereby irrevocably, release and discharge The Company, its affiliates, vendors, licensees, identified Site sponsors, partners and each of their respective directors, officers, members, managers, employees, agents and representatives against and in respect of all past, present and future claims, actions, losses, damages (actual and consequential), liabilities, costs and expenses, (including, but not limited to, reasonable attorney's fees and court costs) whether known or unknown, concealed or hidden, fixed or contingent, suspected or unsuspected, in law or in equity concerning, related to, or arising out of or in any way connected to your use of the Site, including, but not limited to, disputes between Site users, including those between you and other Site users and any third party sites and services.

To ensure that the release provided in this Section 14 is fully enforceable in accordance with its terms, you knowingly and voluntarily waive any protection that you might have in relation to the release set forth in this Section 14 by virtue of §1542 of the California Civil Code, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. In addition, you hereby knowingly and voluntarily waive any protection that may exist under any comparable or similar statutes and/or principles of common law application in jurisdictions other than California as it pertains to the enforcement of the release in this Section 14.

15. USERS OUTSIDE OF THE UNITED STATES

This Site is intended for access in the United States. The Company is located in the United States and these Terms are based on United States law. The Company is subject to United States export controls. If you (a) are using the Services from a country embargoed by the United States, (b) are on the United States Treasury Department's list of "Specially Designated Nationals," or (c) are on the U.S. Commerce Department's Table of Deny

Orders, you agree that you will not conduct any commercial activities using or through the Site and will not otherwise use the Site or any related services in violation of United States export control laws or regulations.

16. THE COMPANY COPYRIGHT POLICY

The Company respects the rights of all copyright holders and accordingly has adopted a policy that provides for the removal of uploaded Content ("Uploaded Material") that infringes upon the rights of copyright holders as further described below.

The Copyright Agent for notice of claims of copyright infringement on or regarding thissongissick.com and/or the Company is: copyright@vaynerpublishing.com VaynerStudios, LLC (d/b/a VaynerPublishing), 315 Park Avenue South, New York, NY 10010, Attention: Copyright Notice – thissongissick.com.

Reporting Copyright Infringement under the DMCA:

If you believe any content on the Site infringes your copyright rights, you should send notice of alleged copyright infringement to The Company's Copyright Agent. Your notice must meet the requirements of the Digital Millennium Copyright Act (as required under 17 U.S.C. §512) by providing the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner or an exclusive right this is allegedly infringed;
- Identification of the copyright 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 Uploaded 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 Uploaded 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. To learn more, see 17 U.S.C. §512.

Once you provide The Company with an adequate notice as described above, The Company will act expeditiously to remove or disable access to the identified Uploaded Material. The Company will also take reasonable steps to promptly notify the user that provided the allegedly infringing Uploaded Material.

DMCA Counter-Notification:

If you believe you are the wrongful subject of a DMCA notification, you may provide The Company's Designated Agent with a counter notification containing the following information required by DMCA:

- Your physical or electronic signature
- Identification of the Uploaded Material that has been removed or to which access has been disabled and the location at which the Uploaded Material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the user has a good faith belief that the Uploaded Material was removed or disabled as a result of mistake or misidentification.
- Your name, address, e-mail address, and telephone number;
- A statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which The Company may be found, and that the user will accept service of process from the person who provided notification of the alleged infringement.

In the event that The Company receives a counter notification in compliance with the above requirements, it will provide the submitter of the DMCA Notification with a copy of the counter notification, informing the submitted that The Company will replace the removed material in 10 business days from the date of the counter notification unless The Company first receives notice from the submitter that the submitter has filed an action seeking a court order to restrain the allegedly infringing activity.

The Company is authorized to and will terminate the account, user name and password of any user of the Site, which the Company determines, in its sole discretion, to be a repeat infringer.

PLEASE NOTE THAT THE COMPANY INTENDS TO COMPLY WITH ALL PROVISIONS OF THE DIGITAL MILLENNIUM COPYRIGHT ACT, BUT WILL NOT UNILATERALLY TAKE RESPONSIBILITY FOR POLICING AND REMOVING MATERIAL THOUGHT TO BE INFRINGING.

17. MISCELLANEOUS

Any provision of these Terms which is prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction will be ineffective to the extent that it is unlawful

or unenforceable as to such jurisdiction without affecting any other provision of these Terms; provided, however, that such provision shall be enforced to the maximum extent possible to maintain its original intent. To the full extent, however, that the provisions of such applicable law limiting the enforceability of these Terms may be waived, they are hereby waived, to the end that these Terms be deemed to be a valid and binding agreement enforceable in accordance with the terms hereof.

If you have questions or comments, please contact us at:

Contact@VaynerPublishing.com and note your question as it relates to themagnifer.com