

## **TERMS OF USE**

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Our Site is committed to complying with U.S. copyright laws. The Digital Millennium Copyright Act (“DMCA”) provides a recourse for owners of copyrighted material who believe that their rights under U.S. copyright laws have been infringed on the Internet. Under the DMCA, copyright owners may contact the authorized agent of an Internet service provider to report alleged infringements of their protected works appearing on web pages hosted by the service provider. Upon receipt of a properly filed complaint satisfying the requirements of the DMCA, our Site will remove or block access to the allegedly infringing material, and may terminate the user’s Account as provided in this Agreement. If a person believes in good faith that a notice of copyright infringement has been wrongly filed, such person may submit a counter-notice to us. In any event, we shall not be made a party to disputes over alleged copyright infringement. It is our policy to disallow repeat offenders to post content on the Site.

If you are a copyright owner or an agent thereof and believe that any User Content or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail; 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 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. You may send the notification to [info@thehummingbirdpost.com](mailto:info@thehummingbirdpost.com)

## **7. PROHIBITED COMMUNICATIONS**

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- (b) transmitting junk email to other users, other than transmissions expressly permitted on the Site;
- (c) using any information obtained from the Site in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
- (d) interfering with, disrupting, or creating an undue burden on the Site or the networks or services connected to the Site;

(e) disrupting or interfering with the security of, or otherwise causing harm to, the Site, or any Services, Materials, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site; and

(f) using the Site in a manner inconsistent with any and all applicable laws and regulations.

## **9. MANAGING CONTENT AND COMMUNICATIONS**

We reserve the right but do not have the obligation to: (a) monitor the Site for violations of these Terms of Use; (b) take appropriate legal action against anyone who, in our sole discretion, violates these Terms of Use; (c) in our sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's User Content or any portion thereof that may violate these Terms of Use or any policy of ours; (d) in our sole discretion and without limitation, notice or liability remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (e) to otherwise manage the Site in a manner designed to protect the rights and property of Hummingbird and others and to facilitate the proper functioning of the Site. We make no representation that we will keep or save your User Content; all such content may be deleted by us in our sole discretion without liability. In addition, to the maximum extent permitted by law, we will have no liability related to User Content.

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## **11. PERSONAL INFORMATION AND PRIVACY**

You understand and agree that we may disclose information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property, or safety of Hummingbird or others. Please refer to our Privacy Policy for more information about the manner in which we protect and use your information.

## **12. LIMITATION OF LIABILITY**

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### **13. INDEMNITY AND LIABILITY**

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### **14. GOVERNING LAW, JURISDICTION**

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