





right to take action on abuse which is not specifically named in this AUP at the Company's sole discretion. We reserve the right to act immediately and without notice to suspend or terminate your service in response to a court order or government notice that certain conduct must be stopped or when we reasonably determine that the contact may (1) expose us to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of our network or networks with which we are interconnected, (3) interfere with another of our customer's use of the service, (4) violate any applicable law, rule or regulation, (5) present an imminent risk of harm to us or our customers, or (6) violates the terms of this AUP.

## **Reporting Claims of Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe a User of this service has infringed your copyright, you may report the alleged violation by submitting notification to our Copyright Agent that satisfies the requirements of the DMCA (designated below).

Upon Company's receipt of a satisfactory notice of claimed infringement for these works, Company will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the service or the Personal Web Features or (ii) disable access to the work(s). Company will also notify the affected customer or user of the service of the removal or disabling of access to the work(s).

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (*17 U.S.C. § 512*) ("**DMCA**"), the notice (the "**DMCA Notice**") must include substantially the following:

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

Our designated Copyright Agent to receive DMCA Notices is:

Lance Miller  
311 S. East Street  
McClure, OH 43534  
dmcanotice@mym2x.com

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

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Company, the alleged infringer, and the affected copyright owner for any damages (including costs and fees) incurred in connection with the removal, blocking, or replacement of allegedly infringing material under Section 512(f) of the DMCA.

### Counter-Notification Procedures

If you believe that material you placed on the service was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our Copyright Agent (identified above). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.

- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for Iowa and that you will accept service from the person (or an agent of that person) who provided the DMCA Notice.

Upon receipt of a Counter Notice, Company shall promptly provide the complaining party with a copy of the Counter-Notice and inform the party we will replace the removed material or cease disabling access to it within 10 business days. The DMCA allows us to restore the removed content no less than 10, but not more than 14 business days after receipt of the Counter-Notice, if the party filing the original DMCA Notice does not file a court action against you.

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

The Company name, the terms, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this service are the trademarks of their respective owners.

## **User Contributions**

The service may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, online surveys, wireless customer portals, calling feature portals, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the service. All User Contributions must comply with the Content Standards set out in this AUP.

Any User Contribution you post will be considered non-confidential and non-proprietary. By providing any User Contribution through the service, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with this AUP.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.
- We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the service.
- You will be solely responsible for taking prompt corrective action(s) to remedy a violation of this AUP in any of your User Contributions.

We have the right to:

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

- Disclose your identity or other information about you in the event you violate a third party's rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the service.
- Terminate or suspend your access to all or part of the service for any or no reason, including without limitation any violation of this AUP.

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

We cannot review all material before it is posted on the service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

### **Limitations**

Service is available for individual customer use only and not for resale or redistribution. Reselling or redistributing service without Company's written authorization will be considered a violation of your Service Agreement and will result in termination of service. Pricing is based on contemplated usage not exceeding commercially reasonable limitations.

### **Changes to the Service**

We may update the content on this service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the service may be out of date at any given time, and we are under no obligation to update such material.

### **Changes to the Acceptable Use Policy**

We may revise and update the AUP from time to time in our sole discretion. All changes are effective immediately when we post them on our website at <http://www.mym2x.com>, and apply to all access to and use of the service thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the service.

Your continued use of the service following the posting of a revised AUP means that you accept and agree to the changes.