

BNP Media

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- (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 the 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 us to locate the material.
- (iv) 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.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

- (vi) 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.

Our designated agent for receipt of such notices is:

Rita Foumia
BNP Media
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Troy, MI 48083
Phone: (248) 362-3700
Fax: (800) 952-6643
Email: copyright@bnpmedia.com

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The laws of the State of Michigan and the federal laws of the United States (without regard for choice of law rules) govern these terms of use, our Privacy Policy, and performance under them. Any suit or other action arising out of, or in any way connected with, your use of any site may be brought only in the courts of the State of Michigan sitting in Oakland County, Michigan, or in the United States District Court for the Eastern District of Michigan. You irrevocably consent to the jurisdiction and venue of such courts.

Limitation of Actions.

You must commence any suit or other action in connection with your use of any site within one year after events giving rise to the claim or cause of action occur.

Partial Invalidity.

If, for any reason, a court of competent jurisdiction finds any provision of these terms of use or our Privacy Policy, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms of use and the Privacy Policy, and the remainder of these terms of use and the Privacy Policy shall continue in full force and effect.

Responsibility for Username and Password.

A user name and password may be required to access certain content with the sites. Until you notify us otherwise and we have had a commercially reasonable time to respond to your notice, we may, and will, assume that every transaction entered into, every authorization received, and every act or omission undertaken using your username and password are fully authorized by you. Except to the extent that your password or account are compromised by our gross negligence, you are

entirely and absolutely responsible for all activity performed using your username and password. KEEP YOUR PASSWORD CONFIDENTIAL. DO NOT WRITE IT DOWN. CHANGE IT OFTEN. DO NOT USE COMMON WORDS OR NAMES OF PETS, FAMILY MEMBERS CELEBRITIES, OR OTHER WORDS THAT ARE EASILY GUESSED.

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Certain areas and features of sites contain terms and conditions specific to those areas and features. Such terms and conditions are in addition to these terms and conditions and prevail over these terms and conditions and our Privacy Policy only to the extent it is not possible to construe these terms or the Privacy Policy consistently with such other terms and conditions. You also may be subject to additional terms and conditions that may apply when you use third-party content or third-party software.

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Any dispute arising out of or related to your use of, or association with, a site will be settled solely by binding arbitration in accordance with the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association. The place of arbitration will be metropolitan Detroit, Michigan. The arbitration will be conducted in English. Any award by the arbitration panel may be entered in, and enforced by, any court of competent jurisdiction.

Solely in the case where, and only to the extent that, arbitration is not allowed by law or in the case where either party requires equitable remedies not available through arbitration, any suit or other action arising out of, or in any way connected with, your use of any site may be brought only in the courts of the State of Michigan sitting in Oakland County, Michigan, or in the United States District Court for the Eastern District of Michigan. You irrevocably consent to the jurisdiction and venue of such courts.