



## **I. Terms and Conditions for Materials Submitted to Pixingo**

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- 4) You agree that Pixingo may (but is under no obligation to) filter and/or screen any User Submissions, alter or refuse to use any User Submissions, and/or disclose any User Submissions and the circumstances surrounding the use thereof, to any third party in order to provide the applicable products or services, to protect Pixingo or Pixingo's affiliates, distributors, partners, licensors, licensees or other third parties, to comply with legal obligations or governmental requests, or for any other reason or purpose.
- 5) You agree to indemnify, defend and hold Pixingo and its directors, officers, shareholders, employees, consultants, agents, representatives, affiliates, distributors, partners, licensees, producers, manufacturers, and third party users harmless from and

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Pixingo respects the intellectual property rights of others and expects users of Pixingo services to do the same. In accordance with the Digital Millennium Copyright Act of 1998 (the "**DMCA**") (the text of which may be found on the U.S. Copyright Office website at <http://lcweb.loc.gov/copyright/>), it is Pixingo's policy to respond to notices of any actual or alleged infringement and to terminate the accounts of repeat infringers in appropriate circumstances. If you believe in good faith that a work has been copied in a way that constitutes an infringement of your copyright, you should send a notice requesting that the material be removed, or access to it blocked. The notice must include the following: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is alleged to be infringed; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Pixingo to locate the material on the Pixingo website; (iv) 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; and (v) 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. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Pixingo a counter-notice. Any notice or counter-notice should be sent to the Pixingo Designated Copyright Agent at the following address:

**Pixingo, LLC** Attention: Copyright 1862 North Higley Road Mesa, AZ 85205 602-493-8004 (fax)