

Aimtell

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4. **PASSWORDS AND ACCOUNTS.** When at times you are required to open an account to use or access the Site or any of the Services, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Company immediately on any unauthorized use of your account, username, or password. You acknowledge that you are responsible for all activities or actions that occur under any username, password, or account you use to access or use the Site or the Services. Company and Affiliates shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge.

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16. COPYRIGHT INFRINGEMENT. Company responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the procedures set out in the U.S. Digital Millennium Copyright Act.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (c) identification of the material that is claimed to be infringed 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 Company to locate the material (such as URLs);

d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;

(e) 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,

(f) 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.

For this notification to be effective, you must provide it to Company's designated agent via postal mail, e-mail, or fax support@aimtell.com

17. **TERMINATION.** You may use the Site and the Services only as permitted by law, including applicable export and re-export control laws and regulations. Company reserves the right to suspend terminate your use of the Site or any of the Services. To ensure that Company provides a high quality experience for you and for other users of the Site, the Software and the Services, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site, the Software or the Services. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site, the Software and the Services immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site, the Software, or the Services by others.

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22. MISCELLANEOUS TERMS. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions shall remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If there is a conflict between these terms and the additional terms, the additional terms shall control for that conflict. These terms control the relationship between you and Company, and do not create any third party beneficiary rights. You agree that you are not considered, and shall not represent yourself as, an agent, employee, joint venturer, or partner of Company. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, injunctive relief and other remedies, governing law and other miscellaneous terms.

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