



# Copyright policy

HADOM respects the intellectual property of others, and we ask all of our users to do the same. If you believe that your copyrighted work has been copied and is accessible on the Sites or a website through which our services may be accessed in a way that constitutes copyright infringement, please provide HADOM's Copyright Agent (as set forth below) with notification containing the following information required by the Digital Millennium Copyright Act, 17 U.S.C. §512 ("DMCA"):

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of the work that allegedly has been infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works allegedly have been infringed, then a representative list of such copyrighted works;
3. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the allegedly infringing material, e.g., the specific web page address on the Sites;
4. Information reasonably sufficient to permit us to contact the party alleging infringement, including an email address;
5. A statement that the party alleging infringement has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner or its agent, or is not otherwise permitted under the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the party alleging infringement is authorized to act on behalf of the copyright owner of the work that allegedly has been infringed.

Please send this notification to our copyright agent at: Hadom Enterprises, LLC, Attention: Copyright Agent, 9049 Whimbrel Watch Lane, Suite 201, Naples, Florida 34109.

**UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.**

Please note that this procedure is exclusively for notifying HADOM and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with HADOM's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, HADOM has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. HADOM may also in its sole discretion limit access to the Sites and/or terminate the Accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **TERMINATION AND VIOLATIONS OF THE AGREEMENT**



Your rights under this Agreement will terminate automatically without notice if you fail to comply with any term of this Agreement. Further, HADOM reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Platform and/or Services offered on or through the Platform (or any part thereof), including but not limited to the Platform's features, look and feel, and functional elements and related Services. We will have no liability whatsoever on account of any change to the Platform or any suspension or termination of your access to or use of the Platform. You may terminate this Agreement at any time by closing your Account, uninstalling all Mobile Application(s) (if applicable) and ceasing use of the Platform and Services provided herein.

Upon termination of this Agreement for any reason or no reason: (i) your access rights will terminate and you must immediately cease all use of the Platform and Services; and (ii) any provision of this Agreement that contemplates or governs performance or observance subsequent to termination of this Agreement will survive the termination of this Agreement, including without limitation the following sections: (i) "Your Content and Conduct;" (ii) "Disclaimer;" (iii) "Limitation of Liability;" (iv) "Important Note to New Jersey Consumers;" (v) "Termination and Violations of this Agreement;" (vi) "Dispute Resolution;" and (vii) "Waiver and Severability."

HADOM reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including, without limitation, the right to block access to the Platform and/or Services from a particular account, device and/or IP address.

You may not assign or transfer this Agreement or your rights under this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be null and void.

## **CHANGES TO THE AGREEMENT**

We may change this Agreement from time to time and without prior notice. If we make a change to this Agreement, it will be effective as soon as we post it and the most current version of this Agreement will always be posted under the "Terms of Use" link available on our Platform ("Updated Terms"). If we make a material change to the Agreement, we may notify you. You agree that you will review this Agreement periodically. By continuing to access and/or use the Platform and/or Services after we post Updated Terms, you agree to be bound by the Updated Terms, and if you do not agree to the Updated Terms, you will stop using the Platform and/or accessing the Services. Any disputes under this Agreement will be governed by the version of Agreement in effect at the time of the first event which gave rise to the dispute.

## **GOVERNING LAW**

You acknowledge and agree that your access to and/or use of the Platform, the Services, the Materials, and other content on the Platform is subject to all applicable international, federal, state, and local laws and regulations. The terms, conditions, and policies contained in this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.



## DISPUTE RESOLUTION

### I. Arbitration and Class Action Waiver.

You agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of this Agreement or payments by or to HADOM, or that in any way relate to your use of the Platform, the Materials, the Services, and/or other content on the Platform or any other dispute with HADOM, shall be submitted exclusively to binding arbitration, except that each party retains the right to bring an individual action in small claims court for disputes and actions within the scope of such court's jurisdiction and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Arbitration means that an arbitrator and not a judge or jury will decide the claim. Rights to prehearing exchange of information and appeals may also be limited in arbitration. You acknowledge and agree that you and HADOM are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and HADOM otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this class action waiver is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms of Use. You further acknowledge that any claim arising under this Agreement must be brought within one year of its accrual or it will be waived. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement to arbitrate, as well as all threshold arbitrability issues, including whether this Dispute Resolution provision is unconscionable and any defense to arbitration.

### II. Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("AAA"). Except as modified by this "Dispute Resolution" provision, the AAA will administer the arbitration in accordance with either (A) the Commercial Arbitration Rules then in effect, or (B) the Consumer Arbitration Rules then in effect if the matter involves a "consumer" agreement as defined by Consumer Arbitration Rule R-1 (together, the "Applicable AAA Rules"). (The Applicable AAA Rules are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this entire "Dispute Resolution" provision.

### III. Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Applicable AAA Rules. (The AAA provides applicable forms for Demands for Arbitration [https://www.adr.org/sites/default/files/Demand for Arbitration 0.pdf](https://www.adr.org/sites/default/files/Demand%20for%20Arbitration%200.pdf) (Commercial Arbitration Rules) and [https://www.adr.org/sites/default/files/Consumer Demand for Arbitration Form 1.pdf](https://www.adr.org/sites/default/files/Consumer%20Demand%20for%20Arbitration%20Form%201.pdf) (Consumer Arbitration Rules), and a separate affidavit for waiver of fees for California residents only is available at <https://www.adr.org/sites/default/files/AAA%20Affidavit%20for%20Waiver%20of%20Fees%20Notice%20California%20Consumers.pdf>.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the county in which you reside and will be selected in accordance with the Applicable



AAA Rules. If the parties are unable to agree upon an arbitrator within fourteen (14) days of the AAA's notice to the parties of its receipt of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

#### IV. Arbitration Location and Procedure

Unless you and HADOM otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and HADOM submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the Applicable AAA Rules. Subject to the Applicable AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

#### V. Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the Applicable AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages and/or other relief must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages or other relief for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide the relief warranted by the claimant's individual claim. If the arbitrator determines that you are the prevailing party in the arbitration, and only if authorized under applicable law, the arbitrator may award reasonable attorneys' fees and expenses. HADOM will not seek, and hereby waives, all rights HADOM may have under applicable law to recover attorneys' fees and expenses if HADOM prevails in arbitration unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

#### VI. Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the Applicable AAA Rules. However, if your claim for damages does not exceed \$25,000, HADOM will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

#### VII. Changes

HADOM reserves the right to change this "Dispute Resolution" section, but any such changes will not apply to disputes arising before the effective date of such amendment. Notwithstanding the provisions of the modification-related provisions above, if HADOM changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you agree that your continued use of the Platform after such change will be deemed acceptance of those changes. If you do not agree to such change, you may reject any such change by providing



HADOM written notice of such rejection by mail or hand delivery to: HADOM, Attn: Dispute Resolutions, 111 West Washington Street, Suite 2100, Chicago, Illinois 60602, or by email from the email address associated with your account to: [disputeresolution@hadom.com](mailto:disputeresolution@hadom.com), within 30 days of the date such change became effective, as indicated in the "Effective" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and HADOM in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement, as applicable).

#### **WAIVER AND SEVERABILITY**

Any waiver by HADOM of any term of this Agreement must be in writing. If any portion of this Agreement is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible except that in the event of unenforceability of the class action waiver, the entire arbitration agreement shall be unenforceable. The remainder of this Agreement shall continue to be enforceable and valid according to the terms contained herein.

#### **ENTIRE AGREEMENT**

This Agreement, together with any amendments and any additional agreements you may enter into with HADOM in connection with the Platform and the Services hereunder, shall constitute the entire agreement between you and HADOM concerning the Platform and the Services hereunder.

#### **CONTACT**

If you have any questions regarding this Agreement, please visit our "Contact Us" page for answers and our contact information.