

Scoocher Terms and Conditions of Use Agreement

Last updated: July 28, 2015

1. Overview

Scoocher, Inc. (“Company” or “we”) provides users (“Users” or “you”) of the web pages located at www.Scoocher.com (the “Site”) with a variety of features, functions and services on the Site (collectively, the “Service”). Much of the Site and the Services are only available to Users who become members (“Members”). To become a Member, you must provide Company with certain personal information and create an account.

This Terms and Conditions of Use Agreement (the “Agreement”) sets out the legally binding terms between the Company and all Users of the Site or Service. In addition, when using particular features of the Service, you and Company shall be subject to any additional terms, guidelines or rules applicable to such features, as they may be posted and updated from time to time (“Guidelines”). All such Guidelines are hereby incorporated by reference into this Agreement. Also, Company may offer other services or features from time to time that are governed by different terms of service. Unless explicitly stated otherwise, such services or features shall be subject to this Agreement. If you choose to use the Site or Service, you will thereby be agreeing to abide by all of the terms and conditions of the Agreement.

Company may change, add or remove portions of this Agreement or any Guidelines at any time by posting an updated version on the Site. If Company makes a material change or amendment to the Agreement or Guidelines, it will notify Users by posting a notice on the Site. Any material change or amendment shall be effective automatically 30 days after such notice is posted or, for Users who register or otherwise consent during the 30 day period, at the time of registration or consent, as applicable. IF ANY TERM OF THIS AGREEMENT OR ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SERVICE.

Company may change, suspend or discontinue any aspect of the Service at any time in its sole discretion, including without limitation the availability of any Site or Service feature, database, or content. Company may also impose limits on certain features and services or restrict your access to parts or all of the Site and/or Service without notice or liability.

2. Company’s Role

Company provides the Service as a platform for Members to offer and promote content owned or controlled by such Members (“Artist Content”) for sale to other Members and to complete related transactions (“Content Transactions”). Members selling Artist Content are referred to herein as “Artists” and Users purchasing Artist Content are referred to herein as “Fans.” Company acts as Artists’ agent for the sole purpose of receiving, holding and distributing funds from Content Transactions in accordance with this Agreement. You will be responsible for uploading your Artist Content to the Site and Service and setting the retail price of your Artist Content. Company will be responsible for providing Fans with a mechanism to download your Artist Content on the terms set forth in this Agreement. Company does not pre-screen or endorse

any Artists, Artist Content or any other information or materials provided by Artists and cannot guarantee the quality and/or accuracy of such Artist Content, information and/or materials. Company will not act as an agent of any Artist or any Fan in connection with resolving any disputes related to or arising out of any Content Transaction, but may use reasonable efforts to assist the parties in communicating with each other. Company urges Artists and Fans to cooperate with each other to resolve such disputes. Company cannot and will not guarantee any issuance of refunds or credits, which must be obtained directly from the Artist, if applicable. Except as explicitly set forth herein, you and Company are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Company.

3. Intellectual Property

As between you and the Company, the Company is the owner of all intellectual property rights, including without limitation all copyrights, patents and trademarks associated with the Site and the Service, including but not limited to all associated software, code, logos, designs, text, and graphics (“Site Content”). You agree not to use any Site Content, in whole or in part, without Company’s express prior permission in each instance.

You grant the Company a non-exclusive, worldwide, fully paid up and royalty-free right to (i) reproduce, display, publish, perform, re-format, transcode, modify, adapt, create derivative works of, and otherwise use your Artist Content on your behalf, (ii) stream, transmit, feature, promote, market, or otherwise sell and distribute your Artist Content (and authorized derivative, re-formatted and transcoded versions thereof) to Fans on or through the Site and Service; (iii) use and publicly display, and to permit others to use and publicly display, the names, trademarks, likeness, biographical materials and similar proprietary rights of you and all other members of your band or group, in and in connection with the Artist Content, Site and Service (but we shall not use your names or likenesses in any other context without your consent), and (iv) use all other User Content (as defined below) you provide to us in order to for us to provide and make available the Service.

Unless otherwise expressly agreed in writing by Company, as between you and Company, you are solely responsible for and shall pay all royalties, fees and other monies owing any person or entity arising out of the use, sale, distribution or other exploitation of any Artist Content and/or other User Content on or through the Site and Service, including without limitation (i) any sums due to artists, authors, co-authors, copyright owners and co-owners, producers and any other record royalty participants and (ii) all fees for any rights, consents, royalties, or any other sums payable to any third party in connection with the exploitation of any materials contained in the Artist Content protected by any intellectual property rights (e.g. ASCAP, BMI, Harry Fox, other music publishing rights holders).

Please choose carefully the words, information, content, text, files, images, photos, video, sounds, works of authorship or any other materials you post, upload, link to, publish, exchange, or display on the Site or through the Service and any such content that you provide or make available to other Users through the Site (collectively, “User Content”). You are responsible for all User Content, as set forth below. User Content or information or provided by other Users

may contain inaccurate, inappropriate or offensive material, products or services, and Company assumes no responsibility or liability for this material. Company reserves the right, in its sole discretion, to reject, refuse to post or remove or modify any posting by you, or to restrict, suspend, or terminate your access to all or any part of the Site and/or the Service at any time, for any or no reason, with or without prior notice, and without liability. User Content shall not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, violate any confidentiality agreement or other contract or be otherwise injurious to third parties or objectionable and shall not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” Commercial advertisements, affiliate links, and other forms of solicitation may be removed from posts or accounts without notice and may result in termination of membership privileges. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. Company has the right but not the obligation to remove or edit User Content, but does not regularly review User Content. Company takes no responsibility and assumes no liability for any User Content or any use thereof.

The following is a partial list of the kind of User Content that is illegal or prohibited on the Site and the Service. Company reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending User Content from the Site or Service and terminating the membership of such violators. Prohibited User Content includes, but is not limited to, content that: (i) consists in whole or in part of an illegal or unauthorized copy of a copyrighted work, such as sound recordings, musical compositions and videos in which you do not personally own the copyright or otherwise do not have the necessary authority from the copyright owner(s); (ii) promotes or advocates illegal or disruptive activities; (iii) harasses or advocates harassment of another person; or (iv) is obscene, patently offensive, or promotes racism, sexism, bigotry, hatred or physical harm of any kind against any group or individual.

4. Site License and Access

Company grants you a limited license to access and make personal use of the Site and the Service. You agree not to download (other than page caching) or modify the Site, or any portion of it, except with express written consent of Company. The foregoing license does not include, and does not permit, any resale or commercial use of the Site, the Service, or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. The Site is for the personal use of Users only and may not be used for any commercial endeavors except those that may be specifically endorsed or approved by the management of Company from time to time. Company may investigate, and/or may advise law enforcement authorities of, any and all illegal and/or unauthorized use of the Site or Service, including collecting usernames, email addresses of other Users by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Site or other illegal purposes. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from posts or accounts without notice and may result in termination of membership privileges. Company will take appropriate legal action for any illegal or unauthorized use of the Site or the Service. The Site, Service, or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited

for any commercial purpose without express written consent of Company. You may not frame or utilize framing techniques to enclose any Content, trademark, logo, or other proprietary information (including images, content, text, page layout, or form) of Company and our affiliates without express written consent, except as otherwise provided and made available through the Site or the Service. You may not use any meta tags or any other “hidden text” utilizing Company’s name or trademarks without the express written consent of Company. Any unauthorized use terminates the permission or license granted by Company. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to Company so long as the link does not portray Company, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may use the Company logo or other proprietary graphic or trademark of Company as part of the link, subject to Company’s usage requirements and Company’s right to revoke such permission in its sole discretion.

5. Account, Password, Security

a) You will designate a password and a username when registering as a Member. Artist Members may also designate third parties (e.g. managers and bandmates) as authorized users of Artist membership accounts. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account. You agree to (i) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you and your authorized users exit from your account at the end of each session. Company cannot and will not be liable for any loss, damage or charges incurred arising from your failure to comply with this Section 5. You may, however, be liable for any and all losses, claims, fees, expenses and damages incurred by Company or others arising out of or related to such noncompliance.

b) You agree to provide true, accurate, current and complete information in connection with your membership account (such information being the “Membership Data”). If you do not, or Company has reasonable grounds to suspect that you have not, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Site and/or Service. Membership Data and certain other information about you are subject to our Privacy Policy located at www.scoocher.com/privacy.

c) Company reserves the right to approve or deny any Membership application at any time for any reason with any conditions at the sole discretion of Company. Company reserves the right to terminate any Member account at any time for any reason with any conditions at the sole discretion of Company.

6. International

You agree to not use the Site or Service or export any portion of the Site or Service in any manner whatsoever that may be deemed in violation of U.S. export regulations. You are responsible for adhering to all relevant local and national laws wherever you are.

7. Conduct

a) You agree to abide by the terms of this Agreement, and to not use the Service to: (i) infringe upon any third-party intellectual property rights or other proprietary rights (including rights of publicity or privacy (ii) interfere with, manipulate, or take any actions that may undermine the integrity of any rating system used on the Service; (iii) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (iv) collect or store personal data about other Users without their prior explicit consent; (v) harass, abuse, or harm another person, or (vi) contact, advertise to, solicit, or sell to any other User without their prior explicit consent (except as permitted hereunder in connection with Artist Content).

b) Without limiting other remedies, Company and its affiliates may immediately warn Users of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide the Service to you if: (i) you breach this Agreement or the documents it incorporates by reference; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause financial loss or legal liability for you, us or our Users. Your membership will be terminated and you will be denied access to the Service if you breach this Agreement or any other agreement between you and Company in any way.

c) If we have reason to believe that you have engaged in any activity prohibited by this Section 7, we may take any and all actions that we deemed necessary and/or advisable to protect Company, a User, a third party, or you from losses, claims, fees, fines, penalties and any other liability or adverse consequences. The actions we may take include but are not limited to the following:

- We may close, suspend, or limit your access to the Site and/or Service;
- We may contact buyers who have purchased Artist Content from you, contact your bank or credit card issuer, and warn other Users, law enforcement, or impacted third parties of your actions;
- We may update, correct and/or remove inaccurate information you have provided;
- We may refuse to provide the Service to you in the future;
- We may hold your funds for up to 180 Days (or such longer period as may be required by applicable law) if reasonably needed to protect against the risk of liability; and
- We may take legal action against you.

8. Transactions and Payment

Company will be paid a sales fee, calculated as a percentage of the retail sales price paid pursuant to each Content Transaction, as set forth in the current Guidelines. Company will receive and hold funds from Content Transactions on behalf of Artists, who may request disbursements via the Service at any time. All disbursements will be made in US dollars. Company may, as directed by Artists, make payments to other Artists or third parties designated by Artist via the Site and Service (“Artist Payments”). COMPANY WILL ONLY MAKE ARTIST PAYMENTS AS SPECIFICALLY DESIGNATED BY ARTISTS. ALL ARTIST PAYMENTS MADE THROUGH THE SERVICE ARE FINAL. ARTISTS ARE SOLELY RESPONSIBLE FOR ARTISTS PAYMENTS, INCLUDING WITHOUT LIMITATION ANY

UNDERPAYMENTS OR OVERPAYMENTS. YOU HEREBY RELEASE COMPANY FROM ANY AND ALL LIABILITY AND RESPONSIBILITY ASSOCIATED WITH ARTIST PAYMENTS.

You acknowledge and agree that Company is not obligated to pay any amounts that are connected with fraudulent, infringing or criminal activity. You further acknowledge and agree that Company has the right to suspend Artist Payments or Artist accounts in the event that Company, in its sole discretion has reason to believe any of the foregoing activities may be taking place or in the event of any claims, demands, lawsuits, subpoenas or inquiries from third parties.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED BY YOU IN CONNECTION WITH THE SERVICE, ARTIST PAYMENT(S) AND/OR CONTENT TRANSACTION(S). You acknowledge that any payment information provided by you will be treated by Company in accordance with our Privacy Policy located at www.scoocher.com/privacy. You grant Company the right to provide such information to third parties in order to facilitate the completion of transactions initiated by you or on your behalf through the Site and/or Service. Verification of such information may be required prior to acceptance of any order or the processing of any Content Transaction. Price and availability of any Artist Content offered through the Site are subject to change without notice. You agree to pay all charges that may be incurred by you or on your behalf through or relating to the Service and/or the Site, at the price(s) in effect when such charges are incurred. In addition, you remain responsible for any and all taxes that may be applicable to Content Transactions and your use of the Site and Service, and you agree that such taxes, if any, are not the responsibility of Company.

You are responsible for all charges associated with accessing and connecting to the Site and Service, including without limitation all telephone and Internet access lines (including long-distance charges, when applicable), telephone and computer equipment and any data and/or service fees.

9. Storage Limits, Downtime.

You acknowledge that Company may establish general practices, limits and Guidelines concerning your storage of User Content on the Service, including without limitation the maximum number of days that User Content will be retained by or made available through the Service, the maximum disk space that will be allotted on Company servers on your behalf, and the maximum number of times User Content may be accessed through the Service in a given period of time. You agree that Company has no responsibility or liability for the blocking, deletion or failure to store any User Content maintained or transmitted by the Service. You acknowledge that Company reserves the right to cancel accounts that are inactive for an extended period of time and delete User Content pursuant to and consistent with this Section 9. You further acknowledge that Company reserves the right to change these general practices, limits and Guidelines at any time, in its sole discretion, with or without notice.

Company periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. Company has no liability whatsoever for: (a) the resulting unavailability of the Site or Service; (b) any loss of data or Content Transactions caused by planned or unplanned system outages; (c) any resultant delay, misdelivery or nondelivery caused by such system outages; or (d) any third party acts or any other outages of web host providers, Internet service providers or the Internet facilities and networks.

10. Third-Party Content, Links and Syndication

Company is not responsible for any third-party content, syndicated content, applications, services, advertisements, and/or links that may be contained in the Site or the Service. The Site may contain links to third party websites that are not owned or controlled by Company. Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Company will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve Company from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Company Site and to read the terms and conditions and privacy policy of each other website that you visit. Any correspondence, business dealings with, syndication, linking or participation in promotions of third parties found on or through the Site and/or Service, including payment or delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties. Company has no control over third-party websites or resources, and as such, you acknowledge and agree that Company is not responsible for their availability, reliability, or functionality, and does not endorse and is not responsible or liable for any third-party content, applications, services, advertising, products, or other materials on or available from such websites or resources. Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings between you and any third parties, or as the result of the presence of such third-party content on the Site or as a result of the failure of such third-party services, applications, or content to function as intended.

11. Termination

Company may terminate this Agreement at any time for any reason. Sections 3, 12, 13, 14, 15, 16, 17, and 19 shall continue in full force and effect upon any termination of this Agreement.

12. Representations & Warranties

a) **AGE REQUIREMENT:** You must be at least 13 years old to use the Scoocher Service. If you are at least 13, but are still a minor (this depends on where you live), you must have your parent or legal guardian's permission to use the Scoocher Service. Please have him or her read this Agreement with you.

NOTICE TO PARENTS AND GUARDIANS: By granting your child permission to use the Scoocher Service, you agree to the terms of this Agreement on behalf of your child. You are responsible for monitoring and supervising your child's use of the Scoocher Service. If your child is using the Scoocher Service and is either under 13 or does not have your permission, please

contact us immediately so that we can disable his or her access. If you have questions about whether the Scoocher Service is appropriate for your child, please review our FAQs.

If you are under 13 years of age, then please do not use the Site or Service. Your membership or access to the Site and Service may be deleted or blocked without warning if it is found that you are misrepresenting your age.

b) You represent and warrant that you shall not act in any manner that conflicts or interferes with any existing commitment or obligation of yours, and that no agreement previously entered into by you will interfere with your performance of your obligations under this Agreement.

b) You represent and warrant that your use of the Site and Service shall be in compliance with any applicable laws, rules and regulations of any governmental authority.

d) You represent and warrant that you will not use the Service to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment.

e) You represent and warrant that (i) you own, control, or have all licenses, rights, consents, and permissions to use and authorize Company to use your User Content and Artist Content and each and every element contained or embodied in your User Content and Artist Content to enable use, display, and distribution of the such User Content and Artist Content through the Site and Service (ii) you have the written consent, release, and/or permission to use the name or likeness of each and every identifiable individual person and to include and use such individual's name or likeness in your User Content and Artist Content to enable use, display, and distribution through the Site and Service (iii) the use, sale, or other promotion or distribution of your User Content and Artist Content on or through the Site and Service or otherwise does not violate the privacy rights, publicity rights, intellectual property rights, contract rights, or any other rights of any person or entity and (iv) you have full authority to act on behalf of any and all owners or licensees of any right, title or interest in and to any User Content or Artist Content.

13. Disclaimer

The views expressed on the Site or through the Service are not the views of Company. You acknowledge that any reliance on any opinion, advice, statement, or information available on the Site or the Service is at your sole risk. The Site and the Service contain views, opinions, statements, and recommendations of third-party individuals and organizations, and Company does not represent or endorse the accuracy, correctness, or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Site or the Service. Company makes no warranty as to the quality, accuracy, completeness, and validity of any materials on the Site or the Service and does not warrant that the functions contained on the Site will be uninterrupted or error-free, or that defects will be corrected.

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SITE, SERVICE OR ANY SOFTWARE RELATED THERETO WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

14. Indemnification, Limited Liability, Class Action Waiver

a) You hereby indemnify and hold harmless, and upon Company's request, defend, Company its affiliates (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable accounting and attorneys' fees and costs) arising out of any claim, action, or proceeding brought by a third party based on a breach of any warranty, representation, covenant or obligation of yours under this Agreement. You will reimburse Company and its affiliates on demand for any actual payments made in resolution of any liability or claim that is subject to indemnification under this Section 14, provided that Company attempts to obtain your written consent prior to making such payments, and such consent is not unreasonably withheld, delayed or conditioned. Company shall promptly notify you of any such claim, and you shall assume control of the defense of such claim upon Company's request. Company shall have the right, at its expense, to participate in the defense thereof under your direction.

b) EXCEPT PURSUANT TO YOUR INDEMNITY OBLIGATION IN SECTION 14(a), AND EXCEPT FOR A BREACH OF YOUR REPRESENTATIONS AND WARRANTIES IN SECTION 12, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AMOUNT PAID, IF ANY, BY YOU TO COMPANY DURING YOUR TERM OF MEMBERSHIP.

c) YOU AND COMPANY AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR COMPANY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR COMPANY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND COMPANY FURTHER AGREE THAT NO

PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, COMPANY, AND ALL PARTIES TO ANY SUCH PROCEEDING.

15. Applicable Law

This Agreement and the relationship between you and Company shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and Company agree to submit to the personal and exclusive jurisdiction of the courts located within the State and County of New York.

16. Notice

Company will provide notices of changes to this Agreement or the Privacy Policy by displaying notices or links to notices to you generally on the Site or Service. Except as explicitly stated otherwise, any notices to Company shall be sent by certified mail, return receipt requested, to Scoocher, Inc. 867 Boylston Street 5th Floor Boston, MA 02116, Attn: Legal Department. Notice shall be deemed given three (3) days after the date of mailing.

17. Copyright Infringement

Company respects the intellectual property of others, and we ask our Users to do the same. In appropriate circumstances, Company has a policy of terminating the accounts of Users who are repeat infringers. If you believe that your work has been copied or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Company's copyright agent with the following information ("Notice"): (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (2) a description of the copyrighted work or other intellectual property that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on the Site; (4) your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. Any Notice of claims of copyright or other intellectual property infringement must be sent to Company at:

Copyright Agent
Scoocher, Inc.
867 Boylston Street, 5th Floor
Boston, MA 02116
email: copyright@Scoocher.com

Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed.

18. Privacy

Your privacy is very important to Company. Please review our Privacy Policy located at www.scoocher.com/privacy, which also governs your use of the Service, to understand our practices.

19. General

a) This Agreement along with the Privacy Policy and any additional Guidelines constitute the entire agreement between you and Company and govern your use of the Service, superceding any prior agreements between you and Company. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

b) The failure of Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

c) If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

d) You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

e) The section titles in this Agreement are for convenience only and have no legal or contractual effect.