

Service Terms of Service
FC Link, Inc.
Revised: August 20, 2018

1. Acceptance of the Terms of Service

These Terms of Service (the “Terms”) are entered into by and between You and FC Link, Inc. (“FC Link”, “we,” “us,” or “our”). The following Terms, together with our Privacy Policy, govern your access to and use of our mobile services, web site, and any software provided on or in connection with FC Link services (collectively, the “Service”), including any content, functionality and services offered on or through the Service, whether as a guest or a registered user.

Please read the Terms carefully before you start to use the Service. By using the Service, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Service.

The Service is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions, Mexico, or any other. Jurisdiction in which the Service complies with applicable laws. It is up to you to ensure that no violations of the law occur as a result of utilizing the Service in your jurisdiction. By using this Service, you represent and warrant that you capable to form a binding contract with the FC Link and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

2. Electronic Communications

Visiting, accessing, or otherwise using the Service or sending emails to the Company constitutes “electronic communications”. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

3. Changes to the Terms

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Service thereafter.

Your continued use of the Service following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page each time you access the Service so you are aware of any changes, as they are binding on you.

4. Accessing the Service and Account Security

We reserve the right to withdraw or amend the Service in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

You are responsible for:

- 4.1 Making all arrangements necessary for you to have access to the Service; and,
- 4.2 Ensuring that all persons who access the Service through your internet connection are aware of these Terms and comply with them.

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current and complete. You agree that all information you provide to register with the Service or otherwise, including but not limited to through the use of any interactive features on the Service, is governed by our [Privacy Policy](#) and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Service or portions of it using your user name, password or other security information.

You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your

account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

5. Intellectual Property Rights

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms permit you to use the Service for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Service, except as follows:

- 5.1 Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- 5.2 You may store files that are automatically cached by your Web browser for display enhancement purposes;
- 5.3 You may print [or download] one copy of a reasonable number of pages of the Service for your own personal, non-commercial use and not for further reproduction, publication or distribution;
- 5.4 If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our End User License Agreement for such applications; and,
- 5.5 If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- 5.6 Modify copies of any materials from the Service;
- 5.7 Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; and,
- 5.8 Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Service or any services or materials available through the Service.

If you wish to make any use of material on the Service other than that set out in this section, please address your request to: support@fclink.com

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Service in breach of the Terms, your right to use the Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Service not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

6. Trademarks

The Company name, the term FC Link, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Service are the trademarks of their respective owners.

7. Prohibited Uses

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- 7.1 In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- 7.2 For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- 7.3 To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms;
- 7.4 To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- 7.5 To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or user names associated with any of the foregoing; or,
- 7.6 To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service or expose them to liability.

Additionally, you agree not to:

- 7.7 Use the Service in any manner that could disable, overburden, damage, or impair the site or mobile application or interfere with any other party's use of the Service, including their ability to engage in real time activities through the Service;
- 7.8 Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material on the Service;
- 7.9 Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent;
- 7.10 Use any device, software or routine that interferes with the proper working of the Service;
- 7.11 Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

- 7.12 Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service;
- 7.13 Attack the Service via a denial-of-service attack or a distributed denial-of-service attack; or,
- 7.14 Otherwise attempt to interfere with the proper working of the Service.

In accordance with our Privacy Policy, if a User uses the Service to commit a criminal offense then the Company may both disclose information about the User, including the User's identity and other personal information, to law enforcement authorities and immediately suspend or terminate the User's right to use the Service.

8. User Contributions

The Service may contain message boards, chat rooms or chat applications, personal web pages or profiles, forums, bulletin boards, player or team information pages, comment sections, polls and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Service.

All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Service, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- 8.1 You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and [our affiliates and service providers, and each of their and] our [respective] licensees, successors and assigns.
- 8.2 All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Service.

9. Monitoring and Enforcement; Termination

We have the right to:

- 9.1 Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- 9.2 Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public or could create liability for the Company.
- 9.3 Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- 9.4 Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.
- 9.5 Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we do not undertake to review material before it is posted on the Service and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

10. Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- 10.1 Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- 10.2 Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 10.3 Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- 10.4 Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our [Privacy Policy](#);
- 10.5 Be likely to deceive any person;
- 10.6 Promote any illegal activity, or advocate, promote or assist any unlawful act;
- 10.7 Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- 10.8 Impersonate any person, or misrepresent your identity or affiliation with any person or organization;

- 10.9 Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; and,
- 10.10 Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

11. Reliance on Information Posted

The information presented on or through the Service is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Service, or by anyone who may be informed of any of its contents.

This Service includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

12. Changes to the Service

We may update the content on the Service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Service may be out of date at any given time, and we are under no obligation to update such material.

13. Information About You and Your Visits to the Service

All information we collect on the Service is subject to our [Privacy Policy](#); By using the Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

14. Online Purchases and Other Terms

All purchases through our site or other transactions for the sale of goods, services, or information formed through the Service are governed by these Terms.

15. Linking to the Service

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Service may provide certain social media features that enable you to:

- 15.1 Link from your own or certain third-party websites to certain content on the Service;
- 15.2 Send e-mails or other communications with certain content, or links to certain content, on the Service; or,
- 15.3 Cause limited portions of content on the Service to be displayed or appear to be displayed on your own or certain third-party Services.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- 15.4 Establish a link from any website that is not owned by you;
- 15.5 Cause the Service or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site;
- 15.6 Link to any part of the Service other than the homepage; or,
- 15.7 Otherwise take any action with respect to the materials on the Service that is inconsistent with any other provision of these Terms and Conditions.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms and Conditions.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

16. Links from the Service

If the Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party Services linked to the Service, you do so entirely at your own risk and subject to the terms and conditions of use for such Services.

17. Geographic Restrictions

The owner of the Service is based in the state of Texas in the United States. We provide the Service for use only by persons located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

18. Data Security of Payments

For payments made through the Service, we utilize WePay, a third party that provides services concerning payment processing and other related services as described in WePay's Terms of Service Agreement (the "WePay Terms"), which may be accessed at the following link: [Terms of Service](#). These Terms incorporate by reference the WePay Terms for all aspects of the Service that utilize any of WePay's services. In the event of a conflict, contradiction, or ambiguousness that results from the incorporation of the WePay Terms with these Terms, these Terms will control in the context of interpreting the provision contained directly within these Terms, as opposed to the provisions that are incorporated by reference into these Terms. The WePay Terms will control in the context of interpreting the specific WePay Terms of Service, including any information that the WePay Terms incorporate by reference, with the exception of the provisions directly stated within these Terms. For example, the term

“Service” or “Services” have one definition directly contained in these Terms and another definition directly contained in the WePay Terms. When interpreting these Terms, the definition of “Service” or “Services” directly contained within these Terms will control when referring to the Service provided by FC Link. The definition of Services provided within the WePay Terms will apply when interpreting the provisions directly contained in the WePay Terms or provisions incorporated by reference by the WePay Terms, except for any inclusion of these Terms made within the WePay Terms through incorporation by reference.

Under these Terms, “Cardholder Data” has the same meaning as is set forth within the WePay Terms. For any aspect of the Service for which we are responsible rather than WePay, we will provide features that are compliant with the Payment Card Industry Data Security Standards (“PCI DSS”) in accordance with the requirements for our role within the relation with WePay as set forth in the WePay Terms.

19. Conditions of the Fundraising Feature

WePay charges us the following amounts, which are passed on to you for using the Fundraising Feature of the application, in exchange for providing their services 2.9% + \$0.30 for transaction processing; \$15.00 per chargeback (in addition to the amount of the chargeback); \$15.00 per ACH return (in addition to the amount of the return); and a \$25.00 research fee (if an account is deemed abandoned under the WePay Terms). Typically, fees are netted against other funds due to you or debited from your bank account or other payment instrument associated with your account. You agree to pay the fees for the Service that are posted from time to time by the WePay Terms and by these Terms.

In addition to the amounts charged by WePay, we also retain 10% of payments made as part of the Fundraising Feature of the Service we provide. This amount is charged in exchange for the Service being provided, and the amounts charged will be referred to as the Service Fees. Services Fees will be charged regardless of any chargeback, ACH return, or research fee that may otherwise be due, and the percentage will be based on the amount originally owed before any fee related to the chargeback, ACH return, or research fee is applied.

Subject to these Terms, FC Link and WePay reserve the right to change their respective fees. By continuing to use the Service, you consent to the change in fees. To withdraw your consent, you must close your account.

When using the Fundraising Feature, you will be required to provide an EIN or other method of taxpayer identification number (a “Tax ID”). In the event that the financial controller or applicant for a given team is using a Tax ID from a not-for-profit organization, as designated

by the IRS, must have proper authority from such not-for-profit organization to use the related Tax ID.

A coach, or any other individual or entity, using a Tax ID of a not-for-profit entity will be deemed a “financial controller” of the related account and is solely responsible for the funds that are transmitted to the account related to such Tax ID.

20. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICE LINKED TO IT.

Your use of the service, its content and any services or items obtained through the service is at your own risk. The service, its content and any services or items obtained through the service are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the company nor any person associated with the company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the service. Without limiting the foregoing, neither the company nor anyone associated with the company represents or warrants that the service, its content or any services or items obtained through the service will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components or that the service or any services or items obtained through the service will otherwise meet your needs or expectations.

The company hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

21. Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE SERVICE OR SUCH OTHER SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR SUCH OTHER SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

22. Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions or your use of the Service, including, but not limited to, your User Contributions, any use of the Service's content, services and products other than as expressly authorized in these Terms and Conditions or your use of any information obtained from the Service.

23. Governing Law and Jurisdiction

All matters relating to the Service and these Terms and Conditions and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the **State of Texas** without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms and Conditions or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the City of McKinney and County of Collin, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms and Conditions in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

24. Arbitration

At Company's sole discretion, it may require you to submit any disputes arising from the use of these Terms and Conditions or the Service, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

25. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

26. Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

27. Entire Agreement

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and FC Link, Inc. with respect to the Service, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Service.

28. Your Comments and Concerns

This Service is operated by FC Link, Inc. P.O. Box 156101 Fort Worth Texas 76155

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy as set forth in Section 29 of the Terms in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Service should be directed to: support@fclink.com

29. Copyright Policy

29.1 Reporting Claims of Copyright Infringement. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Service infringe your copyright, you may request removal of those materials (or access to them) from FC Link by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.

- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Brandon Voss

FC Link Inc President and CEO

817-395-3563

P.O. Box 156101 Fort Worth TX 760155

Brandon.voss@fclink.com

29.2 If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Service is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

29.3 Counter-Notification Procedures. If you believe that material you posted on the Service was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.

- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Service was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

- 29.4 Repeat Infringers. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.