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community, you will be subject to suspension, limitation, or permanent removal of access privileges, and forfeit any rights provided hereunder.

4. TERMINATION

This Agreement becomes effective on the day that you receive the Application and remains effective until terminated. If any copyright law or provision of this Agreement is violated, the Agreement shall terminate automatically and immediately without notice from Ghost Notes. Upon such termination, you must immediately stop using the licensed Application and destroy any accompanying written documents and all copies thereof.

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Ghost Notes is not liable to you or any other person for any damages, including, without limitation, any direct, indirect, incidental or consequential damages, expenses, lost profits, lost data or other damages arising out of the use, misuse or inability to use the THIRD PARTY APPLICATION.

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You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained, In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Application for any purposes prohibited by United States law. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S.

Government as a 'terrorist supporting' country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

9. GENERAL

This Agreement shall be interpreted according to and governed by United States law without reference to principles of conflict of laws. Any dispute or procedure shall be heard before federal or state courts located in the state of New Jersey. If for any reason a court of competent jurisdiction finds any portion of this Agreement to be unenforceable, the remainder of this Agreement shall continue in full force and effect. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. All legal notices, notice of disputes and demands for arbitration, and any other notice which purports to change these provisions or to assert legal entitlements must be sent in writing to:

Ghost Notes Inc.
3 Oriole Terrace
Sparta, NJ 07871

10. COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to use of the Application and any accompanying written materials and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter of this Agreement. No amendment or revision of this Agreement will be binding unless in writing and signed by a fully authorized representative of Ghost Notes.

It is Ghost Notes's policy to comply with all intellectual property laws and, in appropriate circumstances, to terminate the use or accounts of users who infringe the intellectual property rights of others. If you believe that your work has been infringed, send a notice of copyright infringement to Ghost Notes Designated Contact for Copyright Infringement:

Ghost Notes Inc.
3 Oriole Terrace
Sparta, NJ 07871

Your notice must include:

- A. Physical or electronic signature of the copyright owner or the person authorized to act on behalf of the copyright owner.
- B. Identification of the copyrighted work claimed to be infringed.
- C. Description of where the alleged infringements are located in the Services.
- D. Your name, address, telephone number and email address.

- E. A statement of good faith belief that the material is infringing.
- F. A statement that, under penalty of perjury, the information in the notification is represented to be accurate and that the complaint is authorized by the copyright holder.

Once proper notice has been received, Ghost Notes will remove or block access to infringing material, and notify the subscriber of the copyright infringement notification.

The subscriber must provide a counter notice that contains the following information:

- A. Physical or electronic signature of the subscriber.
- B. 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.
- C. The following statement: "I swear under penalty of perjury that it is my good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled."
- D. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the federal district court for the judicial district in which the subscriber's address is located, or if the subscriber's address is outside of the United States, any judicial district in which Ghost Notes may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon the copyright agent's receipt of a Counter Notification containing the information as outlined in 1 through 4 above, the DMCA provides that the removed material will be restored or access re-enabled and we will comply with this requirement as required by law, provided that the designated agent has not received notice from the original complaining party that an action has been filed seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our network.

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