

GIG{A}BIT WEBSITE TERMS OF SERVICE

Effective: January 11, 2017

The website (including all pages of the website) located at www.gigabitrocks.com is owned and operated by (or on behalf of) Gig-A-Bit, LLC d/b/a GiG{a}BiT Rocks, a Missouri limited liability company (collectively referred to as “**GiG{a}BiT**”, “**our**”, “**we**”, or “**us**”). These Terms of Service (“**Terms of Service**”) govern your (sometimes referred to as “**you**” or “**your**”) interaction with GiG{a}BiT, including your use of the www.GigabitRocks.com website, any Content (as defined below), and/or other products, subscriptions, or services that are offered or provided to you by us (collectively, the “**Site**”), and these Terms of Service are a binding contract between you and us.

The disclaimers, terms, and conditions on these Terms of Service are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms, or conditions of specific application disclosed by us, including through a registration process, a purchase, or other means. In the event of a conflict between these Terms of Service and any additional policies, procedures, disclaimers, guidelines, rules, terms, or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms, or conditions of specific application shall control.

We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms of Service at any time.

BY USING OR OTHERWISE ACCESSING THE SITE, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE, AND/OR MAKING A PURCHASE THROUGH THE SITE, YOU HEREBY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS OF SERVICE. IF YOU DO NOT UNEQUIVOCALLY AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT USE OR OTHERWISE ACCESS THE SITE, POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE, OR MAKE ANY PURCHASE THROUGH THE SITE.

1. General Terms of Service and Restrictions on Use

We hereby grant you a limited, nonexclusive, non-assignable, nontransferable license to access and use the Site solely for your own personal, non-commercial purposes and the limited commercial purposes of scheduling and maintaining tour events for your band only. All rights not otherwise expressly granted by these Terms of Service are reserved by us. You agree not to reproduce, duplicate, copy, distribute, transmit, sell, trade, resell, or exploit for any purpose any portion of or any information from the Site. You may not obscure or remove any proprietary rights notices contained in or on the Site or Content. We may discontinue or alter any aspect of the Site, remove Content from the Site, restrict the time the Site is available, or restrict the amount of use permitted in our sole discretion and without prior notice or any liability to you or any third party. **You agree that we may, under certain circumstances and with or without cause, immediately suspend and/or terminate your access to the Site or any part thereof. You further agree that such measures shall be taken in our sole discretion and without liability to you or any third party.**

Unless otherwise specifically noted in these Terms of Service or on the Site, images, trademarks, service marks, logos, and icons displayed on the Site are our property (and/or our licensors’) and may not be used without our prior written consent. Any unauthorized use of the Site or any Content, whether owned by us or other parties, may violate copyright laws, trademark laws, privacy and publicity laws, and communications regulations and statutes. You will not copy, reverse engineer, disassemble, decompile, translate, modify, reproduce, republish, transmit, sell, offer for sale, disseminate, or redistribute the intellectual property found on the Site or any part thereof or grant any other person or entity the right or access to do so.

2. Content

You acknowledge that the Site may contain or provide access to information (including contact information), software, photos, pictures, images, logos, videos, movies, clips, text, graphics, music, sounds, sound recordings, musical works, compositions, files, names, phone numbers, email addresses, messages, links to your Registration

Information or user profile, Ratings, reviews, data, metadata or other material provided by us or third parties (including users of the Site) (collectively, “**Content**”) that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or later developed. Content posted or provided by users via the Site, including any Registration Information and Ratings (defined below), (collectively, “**User Content**”) is the intellectual property of the specific users of the Site who post such User Content. By your submission, posting or delivering of User Content to us, you hereby grant to us a transferable, nonexclusive, worldwide, perpetual, royalty-free license to use, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense, and create derivative works and compilations incorporating your User Content.

We do not generally monitor or otherwise remove User Content after it is posted on the Site, except as required or permitted by law or otherwise in our sole discretion, and we reserve the right to remove any and all material that we feel is actually or potentially inappropriate, offensive, illegal or harmful in any respect or which may violate these Terms of Service. We do not make any warranties or representations regarding any of the User Content. We do not approve, endorse, sanction, encourage, verify or agree with any message, profile, or other content posted by our users or otherwise embodied in the Content.

SOME AREAS OF THE SITE AND SOME CONTENT OR USER CONTENT MAY CONTAIN MATERIAL THAT IS INAPPROPRIATE FOR MINORS.

We are not and will not be liable for any Content or User Content that may be offensive, indecent, vulgar, defamatory or otherwise objectionable.

3. Registration

In order to access and use certain parts of the Site or Content or to post User Content, you must register as a user and create an account on the Site. As part of the registration process, you will provide us with a username, password, email address, and other information and materials (the “**Registration Information**”) for your account. We may accept or reject your user registration or any Registration Information in our sole discretion.

You agree that you alone are responsible for protecting and maintaining the security of your Registration Information and for all uses of and actions taken on the Site and Content using your Registration Information. Upon registration, you will have the ability to manage your Registration Information, and you agree that you will promptly update your Registration Information as necessary. You are responsible for maintaining access to the email address associated with your account, and you agree that we are unable to restore access to your account if you lose access to the email address associated with the account.

You are also responsible for keeping your account active. If you do not log in to your account for six (6) months or more from the date of the last log in, the account may be considered, in our sole discretion, inactive. **Inactive accounts may be permanently removed without notice or liability to you or any third party.**

4. Ratings

You acknowledge and agree that all ratings, reviews, and recommendations found on the Site (collectively, “**Ratings**”) are User Content. In addition, to the extent that you submit any Ratings on the Site, you agree that all such Ratings will be truthful, accurate and complete.

We do not approve, endorse, sanction, encourage, verify or agree with any Ratings, and we do not warrant or guarantee the truthfulness, accuracy, completeness, currency, or reliability of any Ratings found on the Site. Any reliance on or use of any Ratings found on the Site are at your sole risk. **As such, you acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use of or your reliance on any of these Ratings.**

5. Links

As a service to you and our other users, we may provide information about other resources that may be of interest. However, we are not responsible or liable for any content, advertising, products or other materials on or available from these sites or resources, and our presentation of any third party links or content is not intended to be an endorsement, sponsorship or recommendation by us. Please be aware that when you exit the Site, you are subject to the policies of the new third party site or resource. **You agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use of or your reliance on any of these third party's presentations, content, goods or services made available through the third party site or resource.**

6. Our Privacy Policy

We collect, store and use data obtained from you in accordance with our Privacy Policy, located at [\[INSERT URL\]](#). The terms and conditions of the Privacy Policy are hereby expressly incorporated into these Terms of Service.

We may disclose information to trusted affiliates, independent contractors and partners who will use the information for certain business purposes deemed to be aligned with our goals and business objectives. In addition, we may transfer information collected from you and other users in connection with a sale or restructuring of our company.

7. User Representations

You hereby represent and warrant to us that you: (i) are over the age of majority in your jurisdiction or otherwise have the power and authority to enter into and perform your obligations under these Terms of Service, including, if you are below the age of 18, but between 13 and 18 years of age, you have the consent of a parent or guardian to access and use the Site; (ii) all information (including without limitation any Registration Information, Ratings and other User Content) provided by you is truthful, accurate and complete; and (iii) you will comply with the terms and conditions of these Terms of Service and any other agreement to which you are subject and that is related to your use of the Site or any part thereof. For any User Content that you post via the Site, you also hereby represent and warrant that: (i) you are owner of all User Content or otherwise have the right to grant us the licenses stated above; (ii) you have secured all consents or permissions necessary to post the User Content and to grant the licenses stated above; (iii) the User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and the User Content does not contain any personally identifiable information about any third party in violation of such party's rights; and (iv) the use of any User Content will not result in harm or personal injury to any third party.

8. Prohibited Uses

You agree not to: (i) use the Site to post material or information that is, or to a reasonable person may be, unlawful, harmful, tortious, abusive, obscene, pornographic, defamatory, libelous, harassing, invasive of another's privacy, offensive, vulgar, threatening, malicious, hateful or racially, ethnically or otherwise objectionable; (ii) use the Site to post content, files, graphics, software or other material or information that actually or potentially infringes the rights of any person, including, without limitation, the copyright, trademark, patent, trade secret or other intellectual property rights, or privacy, moral or publicity rights, of any person; (iii) use the Site to interfere, disrupt or attempt to gain unauthorized access to other accounts on the Site or any other computer network; (iv) use the Site to post viruses, trojan horses or any other malicious code or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, system or telecommunications equipment; (v) decipher, analyze, translate, decompile, disassemble or reverse engineer the Site or Content and any underlying technology of the Site or Content, or otherwise attempt to derive source code, trade secrets, or know-how in or underlying the Site or Content or any portion thereof; (vi) use automated scripts or other mechanical means to collect information from, access or otherwise interact with the Site and Content and User Content; (vii) use the Site to post any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, recorded telephone messages, chain letters, pyramid schemes or

other fraudulent schemes or any other form of solicitation; (viii) use the Site to harvest or collect email addresses, phone numbers or other contact information of other users for purposes of selling such information, sending unsolicited communications or for any other purpose not expressly authorized in these Terms of Service; or (ix) use the Site to engage in any activity that, as determined by us, may intentionally or unintentionally violate these Terms of Service, violate any applicable laws or regulations or conflict with the spirit or intent of these Terms of Service.

9. Purchases/Subscriptions.

We may allow our users to place Orders (defined below) for products, subscriptions, and/or services via the Site or through its third party affiliates. “**Order**” means any order placed by a user for products, subscriptions, and/or services via the Site that is accepted by us. In the event that you are a user placing an Order to purchase products, subscriptions, and/or services, you are subject to the additional terms and conditions of this Section with respect to your Order.

Pricing/Fees and Specifications

All prices are in U.S. currency. You are responsible for any and all sales, use, excise, VAT, withholding and other taxes, import duties and charges levied as a result of your Orders, as well as all costs of packing, storage, transportation, shipping, handling and insurance (collectively, “**Additional Costs**”). Product, subscription, and service pricing and specifications are subject to change without notice, except with respect to Orders previously accepted by us. We also reserve the right to adjust and communicate alternative pricing should an error be found in any Content on the Site.

Limited and Exclusive Warranty

Any Orders are subject to a limited express warranty that the products, services, and subscriptions will reasonably operate in accordance with its product, service, or subscription documentation, if any. At our option, we will fix or repair any non-conforming products, services, and relevant portions of your subscriptions or refund the purchase price of the foregoing. This warranty does not apply upon (i) modification to any product, service, or subscription that were not made or specifically required or approved in writing by us prior to modification; (ii) use of any product, service, or subscription with equipment or software not supplied or approved in writing by us; or (iii) misuse or abuse of any product, service, or subscription. **This Section (Limited and Exclusive Warranty) is your sole and exclusive remedy for any non-conformities of the products, services, and subscriptions.**

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF PRODUCTS WARRANTIES:

ALL PRODUCTS, SERVICES, AND SUBSCRIPTIONS ORDERED BY YOU AND/OR PROVIDED BY US ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND YOUR USE OF ANY PRODUCTS, SERVICES, AND SUBSCRIPTIONS SHALL BE AT YOUR SOLE RISK. THE WARRANTY IN THIS SECTION (LIMITED AND EXCLUSIVE WARRANTY) IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, WHICH ARE DISCLAIMED IN THEIR ENTIRETY. STATEMENTS OUTSIDE THE TERMS OF YOUR ONLINE ORDER OR THESE TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION STATEMENTS REGARDING APPLICATION, CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, ARE NOT WARRANTIES OR PROMISES BY US, AND WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS. YOU EXPRESSLY AGREE THAT REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS OR THE REFUND OF THE RELATED PURCHASE PRICE, AT OUR OPTION, SHALL CONSTITUTE YOUR EXCLUSIVE REMEDY AND OUR EXCLUSIVE LIABILITY AS IT RELATES TO YOUR ONLINE ORDERS FOR ANY PRODUCTS, SUBSCRIPTIONS, AND/OR SERVICES.

Limitations of Liability for Orders

PLEASE ALSO NOTE THE FOLLOWING IMPORTANT LIMITATION OF LIABILITY FOR ONLINE ORDERS:

NEITHER WE NOR OUR SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, OR OTHER DAMAGES RELATING IN ANY WAY TO ONLINE ORDERS OR PRODUCTS, SUBSCRIPTIONS, AND SERVICES. IF WE ARE FOUND TO BE LIABLE DESPITE THE LIMITATIONS ABOVE, IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR DAMAGES OF ANY KIND UNDER ANY ONLINE ORDER EXCEEDING THE TOTAL AMOUNT PAID BY YOU FOR THE PRODUCTS, SUBSCRIPTIONS, AND/OR SERVICES GIVING RISE TO SUCH LIABILITY.

Force Majeure

We shall not be liable for any delay or failure to deliver or provide access to any or all of the products, subscriptions, and services ordered via an Order, or for the failure to perform any obligation, if such delay or failure is caused by or if such performance is made impractical or commercially unreasonable by fire, hurricane, flood or other act of God, labor dispute or strike, terrorism, war or civil commotion, governmental action, equipment breakdown, failure of utilities (including the Internet), inability to obtain the necessary labor, materials or equipment required to manufacture the goods or provide the services, or any other cause beyond our reasonable control or that of our affiliates. In the event of the occurrence of any contingency described in this section, the proposed delivery or obligation shall be extended for a period equal to the time lost by reason of such contingency.

8. EXCLUSION OF WARRANTIES / DISCLAIMER

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SITE AND ANY OF OUR CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND YOUR USE OF THE CONTENT OR THE SITE, OR YOUR RELIANCE ON ANY OPINION, ADVICE, STATEMENT, MEMORANDUM OR INFORMATION FROM THE SITE OR CONTENT SHALL BE AT YOUR SOLE RISK. ALTHOUGH WE USE REASONABLE EFFORTS TO ENSURE THAT THE INFORMATION CONTAINED ON THE SITE AND THROUGH OUR CONTENT IS AS ACCURATE AS POSSIBLE, WE GIVE NO WARRANTY OF ANY KIND REGARDING THE SITE AND/OR CONTENT POSTED OR OTHERWISE MADE AVAILABLE. FURTHER, WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY CONTENT OR THAT THE RESULTS OBTAINED FROM THE USE OF THE SITE OR CONTENT WILL BE ACCURATE OR RELIABLE OR THAT THE QUALITY OF THE SITE OR CONTENT WILL MEET YOUR EXPECTATIONS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS OR OTHER OBLIGATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTY THAT THE SITE OR CONTENT WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED.

ANY CONTENT OR OTHER MATERIAL ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR MATERIALS.

9. LIMITATION OF LIABILITY

PLEASE ALSO NOTE THE FOLLOWING IMPORTANT LIMITATION OF LIABILITY:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, EVENT OR VENUE SPACE, AND SERVICES RESULTING FROM THE INABILITY TO ACCESS OR UTILIZE ANY PRODUCTS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SITE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Release and Indemnification

You agree to release us and our members, managers, officers, employees and agents, from any and all liability and obligations whatsoever in connection with or arising from your use of the Site and the Content or any User Content. If at any time you are not happy with the Site or the Content/User Content or object to any material within the Site or the Content/User Content, your sole remedy is to cease using them.

You agree to defend, indemnify and hold harmless us and our affiliates, officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with: (i) your access to or use of the Site or any part thereof; (ii) any User Content you post via the Site; (iii) a breach or alleged breach by you of all or any portion of these Terms of Service; (iv) infringement or misappropriation of any intellectual property or other rights by you of ours or any third party; (v) any matters in connection with you or your band or any other members thereof, any publicity of you or your band, your or your band's actual or scheduled performances, a lack of or inability of you or your band to schedule any performances, any venue or event space offered, sold, rented, or otherwise accessed or used by you or your band, or your inability to book any venue or event space; or (vi) any negligence, fraudulent activities or willful misconduct by you, your band, or any third party for whom you are responsible.

11. Governing Law, Injunctive Relief, and Venue

The validity and effect of these Terms of Service shall be governed by and construed and enforced in accordance with the laws of the State of Missouri, without regard to its conflicts or choice of laws principles.

You agree that a breach of the terms of these Terms of Service would cause irreparable harm and significant injury to us, which would be, both, difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions or terms of these Terms of Service by injunction (without necessity of posting bond), specific performance or other equitable relief without limitation to any other rights and remedies we may have. The prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled in any action at law or in equity.

ANY SUIT, ACTION OR PROCEEDING CONCERNING THE SITE, ITS USE, THESE TERMS OF SERVICE, OR CONCERNING ANY OTHER POLICY OR PROCEDURE OF OURS, MUST BE BROUGHT IN FEDERAL OR STATE COURT LOCATED IN OR SERVING THE COUNTY OR CITY OF ST. LOUIS, MISSOURI AND

YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

12. Copyright and Copyright Notices

We respect the intellectual property of others, and we ask our users to do the same. We will promptly remove materials from the Site or any other website under our reasonable control in accordance with the *Digital Millennium Copyright Act* (“DMCA”) if properly notified that the materials infringe a third party's copyright. In addition, we may, in appropriate circumstances, terminate the accounts of repeat copyright infringers.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the website sufficient to allow us to locate the allegedly infringing material;
- your name and contact information (including address, telephone number and email address);
- 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
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact our Copyright Agent for Notice of Claims of copyright infringement at:

DMCA Notices
ATTN: Katy Thomas
GiG{a}BiT Rocks
1050 Carroll St., Unit 1
St. Louis, MO 63104

or email us at:

gigabitrocks@gmail.com

Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.

Please note that we will send any complete counter-notifications we receive to the person who submitted the original DMCA notice. That person may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we will restore the removed materials. Until that time, your materials will remain removed. We will provide a copy of the original DMCA takedown notice upon request.

Counter-Notice

If you believe that the content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent or pursuant to the law, to post and use the content, you may send a counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number and e-mail address, a statement that you consent to the jurisdiction of the federal court in Dakota County, Minnesota and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, GiG{a}BiT may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the person providing such content, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at GiG{a}BiT's sole discretion.

WARNING

In filing a DMCA notice or counter-notification, please make sure that you have complied with all of the above requirements. If we request additional information necessary to make your DMCA notice or counter-notification complete, please provide that information promptly. If you fail to comply with all of these requirements, your DMCA notice or counter-notification may not be processed further.

In addition, please make sure that all of the information you provide is accurate. UNDER SECTION 512(f) OF THE COPYRIGHT ACT, 17 U.S.C. § 512(f), ANY PERSON WHO KNOWINGLY MATERIALLY MISREPRESENTS THAT MATERIAL OR ACTIVITY IS INFRINGING OR WAS REMOVED OR DISABLED BY MISTAKE OR MISIDENTIFICATION MAY BE SUBJECT TO LIABILITY.

We may disclose any communications concerning DMCA notices or other intellectual property complaints with third parties, including the users who have posted the allegedly infringing material.

If you have questions about the legal requirements of a DMCA notice, please contact an attorney or see Section 512(c)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(c)(3) for more information. If you have questions about the legal requirements of a DMCA counter-notification, please contact an attorney or see Section 512(g)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(g)(3) for more information.

13. Changes to Terms of Service

We reserve the right to, in our sole discretion, change, modify, add or remove portions of these Terms of Service at any time without prior notice. Any change(s) in these Terms of Service will be effective when notice of such change(s) is/are posted. In the event of a conflict between these Terms of Service and any changes, modifications or additions in policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall control. Your continued use of the Site and Content after any change(s) to these Terms of Service is/are posted will be considered your binding acceptance of such change(s).

14. Miscellaneous

No joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms

of Service or your use of the Site or the Content. Those provisions outlined here that normally would survive after you cease using the Site and Content will survive. These Terms of Service constitute the entire and only understanding between you and us. Notices sent to you by us in connection with these Terms of Service will be delivered to you electronically or by written communication delivered by first class U.S. mail to your address on record in your account information. You may give notice to us by letter delivered by first class, postage prepaid U. S. mail or overnight courier to the following address:

Website Terms of Service Notices
ATTN: Katy Thomas
GiG{a}BiT Rocks
1050 Carroll St., Unit 1
St. Louis, MO 63104

In the event that you purport to be the agent of, represent or otherwise act on behalf of an entity or any other person, references to “you,” “your” or users shall include such entity or person in addition to you, you represent and warrant that you are in fact an authorized representative of such entity or other person and have the authority to bind such entity or other person to these Terms of Service and your acceptance of these Terms of Service shall constitute acceptance on behalf of such entity or person.

The section titles in these Terms of Service are solely used for the convenience of the parties and have no legal or contractual significance. These Terms of Service is severable to the extent any term is deemed invalid, illegal or unenforceable. Our failure to enforce any provision of these Terms of Service will not be deemed a waiver of that or any other provision of these Terms of Service.