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The ABC Pelican website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

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- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
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SERVICE CONTACT: mmorgan@abcpelican.com

TERMINATION/ACCESS RESTRICTION

ABC Pelican reserves the right, in its sole discretion, to terminate your access to the ABC Pelican website and the related services or any portion thereof at any time, without notice. General to the maximum extent permitted by law, this agreement is governed by the laws of the Washington, D.C., U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Washington, D.C., U.S.A. in all disputes arising out of or relating to the use of the ABC Pelican website. Use of the ABC Pelican website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and ABC Pelican as a result of this agreement or use of the ABC Pelican website. ABC Pelican's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ABC Pelican's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the ABC Pelican website or information provided to or gathered by ABC Pelican with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original



provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and ABC Pelican with respect to the ABC Pelican website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ABC Pelican with respect to the ABC Pelican website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

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Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

ASSOCIATED BUILDERS & CONTRACTORS DMCA COPYRIGHT INFRINGEMENT POLICY AND TAKE DOWN PROCEDURES:

Associated Builders & Contractors (ABC) does not tolerate the posting of any materials which violates the copyrights, trademark, rights of privacy or publicity or are defamatory, obscene or otherwise inappropriate. ABC reserves the right in its sole discretion to remove such work and will not be liable to user in any manner for the removal.

Upon notice of its infringing nature. ("we") have established the following procedure for notice and removal of infringing material for users of abc.org and its microsities, in accordance with the U.S. Digital Millennium Copyright Act ("DMCA"):

If a user of abcpelican.org and its microsities has a good faith belief that their work has been copied, reproduced, displayed, or published on abc.org and its microsities in a way that constitutes copyright infringement, or that their intellectual property rights have been otherwise violated, said user can submit a Notice of Claimed Infringement to our designated agent registered at the U.S. Copyright Office for receipt of such notices, by providing such agent with the following information:



- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- identification or description of the copyrighted work or other intellectual property that they claim has been infringed (and, if not copyright, the specific type of intellectual property asset infringed (trademark, patent, trade secret, etc.);
- identification or description of where the material that they claim is infringing is located on abc.org and its microsites, with enough detail that we may find it on abc.org and its microsites;
- user's address, telephone number, and email address;
- a statement by user that they have a good faith belief that the use of the identified material is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by user, made under penalty of perjury, that the information in their notice is accurate and that they are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Please note that a user's Notice of Claimed Infringement must contain all of the above elements to be valid.

Our agent designated to receive notices of copyright or other intellectual property infringement may be contacted as follows:

By Mail: 19251 Highland Road, Baton Rouge, LA 70809

By Phone: (225) 752-1415

By Email: mmorgan@abcpelican.com

We have adopted and implemented a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe copyrights or violate the intellectual property rights of others. We will terminate user accounts that have been the subject of three (3) separate DMCA notices. In the event a user's materials are removed due to a DMCA notice and then subsequently restored due to the filing of a DMCA counter-notification, we will treat the underlying DMCA notice as withdrawn.

We reserve the right to terminate user accounts that are the subject of fewer than three (3) DMCA notices in appropriate circumstances, such as where the user has a history of violating or willfully disregarding the intellectual property rights of others, as determined in our discretion.