

Last Modified: February 14, 2019

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### **1. Acceptance of the Terms of Use and Service.**

Please read the Terms of Use carefully before you start to use the CUE Audio Platform. **By using the CUE Audio Platform in any way (including by viewing or browsing the Website, using the Apps, subscribing to Services, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and the CUE Audio Privacy Policy, found at [www.cueaudio.com/privacy](http://www.cueaudio.com/privacy) and incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the CUE Audio Platform.

This CUE Audio Platform is offered and available to users who are 13 years of age or older. By using the CUE Audio Platform, you represent and warrant that you are at least 13 years of age. If you do not meet this requirement, you must not access or use the CUE Audio Platform.

### **2. Changes to the Terms of Use.**

CUE Audio may revise and update the Terms of Use from time to time in its sole discretion. All changes are effective immediately when CUE Audio posts them and apply to all access to and use of the CUE Audio Platform thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction section will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the CUE Audio Platform.

Your continued use of the CUE Audio Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

### **3. Accessing the CUE Audio Platform and Account Security.**

CUE Audio reserves the right to withdraw or amend the CUE Audio Platform, and any Services or material provided on the CUE Audio Platform, in CUE Audio's sole discretion without notice. CUE Audio will not be liable if for any reason all or any part of the CUE Audio Platform is unavailable at any time or for any period. From time to time, CUE Audio may restrict access to some parts of the CUE Audio Platform, or the entire CUE Audio Platform, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the CUE Audio Platform.
- Ensuring that all persons who access the CUE Audio Platform through your internet connection are aware of the Terms of Use and comply with them.

To access the CUE Audio Platform 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 CUE Audio Platform that all the information you provide on the CUE Audio Platform is correct, current and

complete. You agree that all information you provide to register with the CUE Audio Platform, post on the CUE Audio Platform, or otherwise, including but not limited to through the use of any interactive features on the CUE Audio Platform, is governed by the CUE Audio Privacy Policy, and you consent to all actions CUE Audio takes with respect to your information consistent with the Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of CUE Audio 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 CUE Audio Platform or portions of it using your user name, password or other security information. You will be responsible for all activities that occur under that password. You agree to notify CUE Audio 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.

You also represent and warrant that: (i) you will not select or utilize a user name (including an email address used as a user name) of another person with intent to impersonate that person; (ii) you will not select or utilize a user name in which another person has rights, if you do not have that person's authorization to use such name; and (iii) you will not select or utilize a user name that CUE Audio in its sole discretion deems offensive.

CUE Audio has the right to disable any user name, password or other identifier, whether chosen by you or provided by CUE Audio, at any time in its sole discretion for any or no reason, including if, in CUE Audio's opinion, you have violated any provision of the Terms of Use.

#### **4. Intellectual Property Rights.**

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## **6. Prohibited Uses.**

You may use the CUE Audio Platform, including the Services, only for lawful purposes and in accordance with the Terms of Use. You agree not to use the CUE Audio Platform:

- 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).
- 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.
- 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 of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

- To impersonate or attempt to impersonate CUE Audio, a CUE Audio employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the CUE Audio Platform, or which, as determined by CUE Audio, may harm CUE Audio or users of the CUE Audio Platform or expose them to liability.

Additionally, you agree not to:

- Use the CUE Audio Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the CUE Audio Platform, including their ability to engage in real time activities through the CUE Audio Platform.
- Use any robot, spider or other automatic device, process or means to access the CUE Audio Platform for any purpose, including monitoring or copying any of the material on the CUE Audio Platform.
- Use any manual process to monitor or copy any of the material on the CUE Audio Platform or for any other unauthorized purpose without CUE Audio's prior written consent.
- Use any device, software or routine that interferes with the proper working of the CUE Audio Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the CUE Audio Platform, the server on which the CUE Audio Platform is stored, or any server, computer or database connected to the CUE Audio Platform.
- Attack the CUE Audio Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Copy, modify or create derivative works of any portion of the CUE Audio Platform, except as expressly permitted by the Terms of Use; Modify, translate, adapt, or otherwise create updates, upgrades, bug fixes, patches, other error corrections, and/or new features ("Updates") or derivative works, whether or not patentable, of the CUE Audio Platform.
- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the CUE Audio Platform or any part thereof.
- Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the CUE Audio Platform, or any copy thereof.
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the CUE Audio Platform, or any features or functionality of the CUE Audio Platform, to any third party for any reason, including by making the CUE Audio Platform available on a network where it is capable of being accessed by more than one device at any time.
- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the CUE Audio Platform.
- Access or use any portion of the CUE Audio Platform for purposes of competitive analysis, the development, provision or use of a competing software, service or product or any other purpose that is to the CUE Audio's detriment or commercial disadvantage.
- Otherwise access or use the CUE Audio Platform beyond the scope of the authorization granted under the Terms of Use.
- Otherwise attempt to interfere with the proper working of the CUE Audio Platform.

## **7. User Content.**

The CUE Audio Platform may allow Users to post, submit, publish, display or transmit to other users or other persons content or materials, including images, sound recordings, videos and other images, text and content (collectively, "User Content") on or through the CUE Audio Platform.

All User Content must comply with the Content Standards set out in the Terms of Use.

Except as otherwise agreed, any User Content you post to the CUE Audio Platform will be considered non-confidential and non-proprietary. By providing any User Content on the CUE Audio Platform, you grant CUE Audio and its affiliates and service providers, and each of their and CUE Audio's 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.

You represent and warrant that:

- You own or control all rights in and to the User Content and have the right to grant the license granted above to CUE Audio and CUE Audio's affiliates and service providers and each of their and CUE Audio's respective licensees, successors and assigns, and otherwise use the User Content relating to your use of the CUE Audio Platform.
- All of your User Content is truthful, accurate, appropriate and complies with applicable law.
- All of your User Content does and will comply with the Terms of Use.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not CUE Audio, has full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

CUE Audio is not responsible, or liable to any third party, for the content, accuracy and use of any User Content posted by you or any other user of the CUE Audio Platform.

## **8. Monitoring and Enforcement; Termination.**

CUE Audio has the right to:

- Remove or refuse to post any User Content for any or no reason in its sole discretion. CUE Audio may add, change, discontinue, remove, edit or suspend such User Content at any time for any reason without notice to you, without your permission, and without liability.
- Take any action with respect to any User Content that CUE Audio deems necessary or appropriate in CUE Audio's sole discretion, including if CUE Audio believes that such User Content violates the Terms of Use, 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 CUE Audio Platform or the public or could create liability for CUE Audio.
- 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.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the CUE Audio Platform.
- Terminate or suspend your access to all or part of the CUE Audio Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, CUE Audio has the right to fully cooperate with any law enforcement authorities or court order requesting or directing CUE Audio to disclose the identity

or other information of anyone posting any materials on or through the CUE Audio Platform. YOU WAIVE AND HOLD HARMLESS CUE AUDIO 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, CUE Audio cannot and does not undertake to review all material before it is posted on the CUE Audio Platform and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, CUE Audio assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. CUE Audio has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

#### **9. Content Standards.**

These content standards (“the “Content Standards”) apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- 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 of Use and CUE Audio’s Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by CUE Audio or any other person or entity, if this is not the case.

#### **10. Copyright Infringement.**

If you believe that any User Content of other users violate your copyright, please see CUE Audio’s Copyright Policy set forth below for instructions on sending CUE Audio a notice of copyright infringement. It is the policy of CUE Audio to terminate the user accounts of repeat infringers.

#### **11. Reliance on Information Posted.**

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## **12. Changes to the CUE Audio Platform.**

CUE Audio may update the CUE Audio Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the CUE Audio Platform may be out of date at any given time, and CUE Audio is under no obligation to update such material. CUE Audio may also modify or delete in their entirety certain features and functionality. You agree that CUE Audio has no obligation to provide any updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the internet either:

- (a) the CUE Audio Platform will automatically download and install all available CUE Audio Platform updates; or
- (b) you may receive notice of or be prompted to download and install available CUE Audio Platform updates.

Users shall promptly download and install all CUE Audio Platform updates and acknowledge and agree that the CUE Audio Platform or portions thereof may not properly operate should you fail to do so. You further agree that all updates will be deemed part of the CUE Audio Platform and be subject to all terms and conditions of the Terms of Use.

## **13. Information About You and Your Visits to and Use of the CUE Audio Platform.**

All information CUE Audio collects via the CUE Audio Platform, including the Services, is subject to CUE Audio's Privacy Policy. By using the CUE Audio Platform, you consent to all actions taken by CUE Audio with respect to your information in compliance with the Privacy Policy.

## **14. Services Agreement and Other Terms and Conditions.**

To the extent you enter into a services agreement with CUE Audio, the services will be governed by the terms of that services agreement and CUE Audio's Terms of Service. Additional terms and conditions may also apply to specific portions, services or features of the CUE Audio Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

## **15. Linking to the CUE Audio Platform and Social Media Features.**

You may link to CUE Audio's homepage at [www.cueaudio.com](http://www.cueaudio.com), provided you do so in a way that is fair and legal and does not damage CUE Audio's 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 CUE Audio's part without CUE Audio's express written consent.

The CUE Audio Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the CUE Audio Platform.
- Send e-mails or other communications with certain content, or links to certain content, on the CUE Audio Platform.
- Cause limited portions of content on the CUE Audio Platform to be displayed or appear to be displayed on your own or certain third-party websites.

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

- Establish a link from any website that is not owned by you.
- Cause the CUE Audio Platform 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.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on the CUE Audio Platform that is inconsistent with any other provision of the Terms of Use.

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 of Use.

You agree to cooperate with CUE Audio in causing any unauthorized framing or linking immediately to cease. CUE Audio reserves the right to withdraw linking permission without notice.

CUE Audio may disable all or any social media features and any links at any time without notice in CUE Audio's discretion.

#### **16. Links from the CUE Audio Platform.**

If the CUE Audio Platform 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. CUE Audio has no control over the contents of those sites or resources and accepts 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 websites linked to the CUE Audio Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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The owner of the CUE Audio Platform, CUE Audio, is based in the United States. CUE Audio makes no claims that the CUE Audio Platform or any of its content is accessible or appropriate outside of the United States. Access to the CUE Audio Platform may not be legal by certain persons or in certain countries. If you access the CUE Audio Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. If you are visiting the CUE Audio Platform or using the Services from another country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your registration or personal information) across international boundaries. By visiting the CUE Audio Platform, or using the Services, and/or communicating electronically with CUE Audio, you consent to such transfers. If you access the CUE Audio Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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IF YOU ARE DISSATISFIED WITH THE CUE AUDIO PLATFORM, YOU DO NOT AGREE WITH ANY PART OF THE TERMS OF USE, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST CUE AUDIO, ANY THIRD-PARTY PROVIDER OR ANY USER OF THE CUE AUDIO PLATFORM, WITH RESPECT TO THESE TERMS OF USE, OR THE CUE AUDIO PLATFORM, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST CUE AUDIO IS TO DISCONTINUE USING THE CUE AUDIO PLATFORM. IN ALL EVENTS, CUE AUDIO'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE CUE AUDIO PLATFORM, ANY SERVICES, OR THE APPS, IS LIMITED TO THE AMOUNT OF FEES YOU PAY TO CUE AUDIO IN THE THREE (3) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

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

## **20. Indemnification.**

You agree to defend, indemnify and hold harmless CUE Audio, 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 of Use or your use of the CUE Audio Platform, including, but not limited to, your User Content, any use of the CUE Audio Platform's content, Services, other than as expressly authorized in these Terms of Use or your use of any information obtained from the CUE Audio Platform.

## **21. Governing Law and Jurisdiction.**

All matters relating to the CUE Audio Platform and the Terms of Use 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 Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the CUE Audio Platform, including the Apps and Services obtained through the CUE Audio Platform, shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City and County of Denver, although CUE Audio retains the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your state or country of residence or any other relevant location. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **22. Arbitration.**

**(a) Scope, Governing Rules.** Any controversy or claim arising out of or relating to the Terms of Use, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules").

**(b) Authority of Tribunal, Judicial Review.** The award rendered by the arbitrator shall be final and non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction.

**(c) Selection of Tribunal.** There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules.

**(d) Seat of Arbitration.** The seat or place of arbitration shall be Denver, Colorado.

**23. Limitation on Time to File Claims.**

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

**24. Waiver and Severability.**

No waiver by CUE Audio of any term or condition set forth in the Terms of Use 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 CUE Audio to assert a right or provision under the Terms of Use shall not constitute a waiver of such right or provision.

If any provision of the Terms of Use 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 of Use will continue in full force and effect.

**25. Entire Agreement.**

The Terms of Use, Privacy Policy, any other service agreements between You and CUE Audio (including the Terms of Service), and any other documents referenced in the Terms of Use, constitute the sole and entire agreement between you and CUE Audio with respect to the CUE Audio Platform, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the CUE Audio Platform.

**26. Your Comments and Concerns.**

The CUE Audio Platform is operated by CUE Audio, LLC.

All notices of copyright infringement claims should be sent to the copyright agent designated in CUE Audio's Copyright Policy as set forth below in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the CUE Audio Platform should be directed to: [support@cueaudio.com](mailto:support@cueaudio.com).

## Copyright Policy

### REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

CUE Audio takes claims of copyright infringement seriously. CUE Audio will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the CUE Audio Platform infringe your copyright, you may request removal of those materials (or access to them) from the CUE Audio Platform by submitting written notification to CUE Audio's 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 CUE Audio Platform, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow CUE Audio to locate that material.
- Adequate information by which CUE Audio 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.

CUE Audio's designated copyright agent to receive DMCA Notices is:

NAME: DMCA Agent

CUE Audio, LLC

ADDRESS: PO Box 2770, Albany, TX 76430

EMAIL: [dmca@cueaudio.com](mailto:dmca@cueaudio.com)

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 Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### COUNTER-NOTIFICATION PROCEDURES

If you believe that material you posted on the CUE Audio Platform was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with CUE Audio (a "Counter-Notice") by submitting written notification to CUE Audio's 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 CUE Audio 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 CUE Audio 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 Website 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.

#### **REPEAT INFRINGERS**

It is CUE Audio's policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.