



Score Follower – Incipitsify Inc. | New Music Resource

<https://scorefollower.org>

<https://scorefol.io>

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SCOREFOL.IO

## **TERMS OF SERVICE**

Last updated: July 06, 2022

Welcome to [scorefol.io](https://scorefol.io), a service provided by Score Follower – Incipitsify, Inc. (“Scorefol.io” “Score Follower” “we,” “us” or “our”)

These Terms of Service govern your use of Scorefol.io (“Website,” “Site”) and all related players, tools, features, applications, data, software, and other services provided by Scorefol.io (the “Service”).

These Terms of Service, together with our [Privacy Policy](#), [Community Guidelines](#) and any other terms referred to in those documents constitute a legally binding contract (the “Agreement” or “Terms of Service”), between you, whether personally or on behalf of an entity (“you”) and Score Follower in relation to your use of the Service.

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# Acceptance of Terms of Service

You agree that by accessing the Service, you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to any of the provisions set out in our documents, then you are expressly prohibited from using the Service and you must discontinue use immediately.

Supplemental Terms of Service or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms of Service as well as give advance notice on our Site (for example in a highlighted text on the website’s footer area). You waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Service after the date such revised Terms of Service are posted.

The information provided on the Service is not intended for distribution or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by their parent or guardian to use the Service. If you are a minor, you must have your parent or guardian read and agree to these Terms of Service prior to you using the Service.

## Description of the Service

The Service allows you to create, watch and share your original score videos and other content, aims to strengthen, diversify, and connect our musical community, and acts as a new kind of information resource and promotional center for the online community. Some features of the Service are only available to registered accounts who may additionally subscribe to “Paid Account” plans in order to unlock premium features of the Service.

The content on the Service includes videos, audio, graphics, photos, text (such as program notes, bios), branding, interactive tools (such as our faceted search engine), software, analytics, and other materials whether provided by you (“Your Content”), Scorefol.io or a third-party (collectively, “Content”).

Content is the responsibility of the person or entity that provides it to the Service. Scorefol.io is under no obligation to host or serve Content.

## Your free Scorefol.io account

You can use parts of the Service, such as browsing and viewing the homepage's public Content, without having a Scorefol.io account. However, you do need a free account to use some features like create videos, use our faceted search engine, create your own profile, and more.

When using our Service requires an account, you agree to provide us with complete and accurate information and to keep the information current so that we can communicate with you about your account. We may need to send you emails to let you know about legal inquiries or complaints we receive about the ways you use our Service so you can make informed choices in response. Any other communication regarding notable updates and promotional material is optional and you may unsubscribe (opt-out) at any time.

We may limit your access to our Service until we're able to verify your account information, like your email address. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

You're solely responsible and liable for all activity under your account, and to the extent permissible by law, Scorefol.io excludes all liability with respect to Your Content and the activities of its users with respect thereto.

You're fully responsible for maintaining the security of your account (which includes keeping your password secure). We're not liable for any acts or omissions by you, including any damages of any kind incurred as a result of your acts or omissions. Notify us immediately of any unauthorized uses of your account, user profile, or website, or of any other breach of security. If we believe your account has been compromised, we may suspend or disable it.

In our sole discretion and without prior notice, we reserve the right to terminate your account if activities occur that would or might constitute a violation of these Terms of Use, or a violation of the rights of any third party, or of any applicable laws or regulations.

# Your paid Scorefol.io account

Scorefol.io allows you to access certain premium features or content in exchange for a one-time or recurring fee by registering a paid account as applicable to the relevant features or content (collectively each a "Paid Service," "Paid Account" and collectively "Paid Services," and "Paid Accounts" ). Paid Services lift several restrictions in the number, size, and duration of content the user can upload, and may also be bundled with other special community access and roles on our Discord, Minecraft servers, as well as early previews, and more.

The following subsections are in addition to the free account terms, therefore, all terms mentioned in the free account section would equally apply to the Paid Accounts as well.

## **Payment**

Scorefol.io accepts payment via Stripe and/or any other form of payment that we make available to you at the time of purchase. You must have a valid accepted form of payment on file in order to purchase Paid Services or participate in free trial offers or other free offers related to the Paid Services. You agree to abide by any relevant Terms of Service or other legal agreement whether with Scorefol.io, or a third party, that governs your use of a given payment processing method. Prices for any Paid Service may change at any time, and Scorefol.io does not provide price protection or refunds in the event of a price reduction or promotional offering. You agree to pay for any Paid Service that you order. Scorefol.io will charge your credit card or other form of payment for the price listed on the relevant Paid Service offer, along with any additional amounts relating to applicable taxes, bank fees and currency fluctuations. If you purchase any automatically renewing subscriptions, you agree that Scorefol.io will charge the payment method on file on the first day of each billing period for the relevant subscription, and if the payment method on file becomes invalid due to an expired credit card or other similar reason and we are unable to charge you on the next billing period, Scorefol.io reserves the right to immediately revoke your access to any Paid Service you have ordered until you update your payment method.

## **Taxes**

If Scorefol.io is required to collect or pay any taxes in connection with your purchase of a Paid Service, such taxes will be charged to you at the time of each purchase transaction. Additionally, if required by law, you are responsible for reporting and paying certain taxes in connection with your purchase and use of a Paid Service. Such taxes may include duties,

customs fees, or other taxes (other than income tax), along with any related penalties or interest, as applicable to your purchase or country of purchase.

### **Account Termination**

In our sole discretion and without prior notice, we reserve the right to terminate your account if activities occur that would or might constitute a violation of these Terms of Use, or a violation of the rights of any third party, or of any applicable laws or regulations. Account termination is non-refundable for monthly subscribers. Scorefol.io may make an effort, but does not undertake or assume any duty to, refund yearly subscribers for the remaining time left on the subscription beginning with the first day of the next monthly billing period (for example the user pays a yearly subscription price on January 1st; their account gets terminated on February 13th; Scorefol.io may make an effort to refund the user their unused March-December months).

### **Subscription Cancellations**

You may cancel the purchased subscription any time before the end of the current monthly billing period and the cancellation will take effect on the next monthly billing period. You will retain access to the Paid Service from the time you cancel until the start of the next monthly billing period, and will not receive a refund or credit for any remaining days in your current monthly billing period. Scorefol.io may make an effort, but does not undertake or assume any duty to, refund yearly subscribers for the remaining time left on the subscription beginning with the first day of the next monthly billing period.

### **Refunds**

Scorefol.io does not provide refunds to monthly subscribers. We may make an effort, but do not undertake or assume any duty to, refund yearly subscribers.

### **Free Trials**

Scorefol.io may offer free trials to free account users from time to time. You will receive free access to such Paid Service for the duration of the free trial period. At the end of the applicable free trial period, you will be charged the price of the monthly subscription and will continue to be charged until you cancel your subscription. To avoid any charges, you must cancel before the end of the free trial period.

## **Changes or Discontinuation of Paid Services**

Scorefol.io reserves the right to change the availability of Paid Services. In addition, we reserve the right to modify, suspend, or discontinue any Paid Service with or without notice to you and we will not be liable to you or any third party for any such modifications, suspension, or termination. However, this will not affect your ability to cancel your subscription or request a refund for yearly subscribers as described above.

## **Provider**

The Paid Services are being provided by Score Follower / Incipitsify Inc., reachable via email at [info@scorefollower.com](mailto:info@scorefollower.com) or by mail at:

Score Follower / Incipitsify Inc.  
Attn: Scorefol.io Paid Services  
PO BOX 382  
Geneseo, NY 14454



# Your Use of the Service

Subject to your compliance with these Terms of Service, Scorefol.io grants you a limited, personal, non-exclusive, revocable, non-assignable and non-transferable right and license to create and keep Your Content available on the Service strictly as permitted in accordance with these Terms of Service and any other applicable terms posted on the Service.

You promise and agree that you are using our Service and Content for your own personal, non-commercial use and that you will not redistribute or transfer the Service or the Content as created, synced, and embedded through our Service and its related technologies (i.e., if you own all the rights or are the sole copyright holder of your original content, you can exploit, for example, your audio performance or your music score and associated graphics, but not your audio performance and your music score created, synced together, and embedded through our Service and its related technologies).

You may view or listen to available Content for your personal, non-commercial use. You may also share your unlisted or publicly available Scorefol.io videos through the embeddable player.

The following restrictions apply to your use of the Service. You are not allowed to:

- systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- make any unauthorized use of the Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from Scorefol.io and, if applicable, the respective rights holders;
- circumvent, disable, or otherwise interfere with security-related features of the Service, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Service and/or the Content contained therein;
- engage in unauthorized framing of or linking to the Service;

- trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- make improper use of our support services or submit false reports of abuse or misconduct;
- engage in any automated use of the system, such as using scripts for any data mining, robots, or similar data gathering and extraction tools;
- interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;
- attempt to impersonate another user or person or use the username of another user;
- use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
- sell or otherwise transfer your profile;
- use any information obtained from the Service in order to harass, abuse, or harm another person;
- use the Service as part of any effort to compete with us or otherwise use the Service and/or Content that is not yours for any revenue-generating endeavor or commercial enterprise;
- decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service;
- attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service;
- harass, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Service to you;
- delete the copyright or other proprietary rights notice from any Content.
- copy or adapt the Service's software, including but not limited to PHP, HTML, JavaScript, or other code;
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and

enjoyment of the Service or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Service;

- upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”);
- except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software;
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service;
- use the Service in a manner inconsistent with any applicable laws or regulations;
- use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service);

We can’t review all of the content (like text, graphics, video, audio, and other materials) posted to or made available through our Service at the time of upload by users or anyone else, or on websites that link to, or are linked from, our Service. We supply you with a “Report” infringement mechanism on each content that when filled out would warn us of any potential violations to our Terms of Service.

We’re not responsible for any use or effects of Content or third-party websites. So, for example:

- We don’t have any control over third-party websites.
- A link to or from our Service does not represent or imply that we endorse any third-party website.
- We don’t endorse any user created Content or represent that Content is accurate, useful, or not harmful.
- We aren’t responsible for any harm resulting from anyone’s access, use, purchase, or downloading of Content, or for any harm resulting from third-party websites. You’re responsible for taking the necessary precautions to protect yourself and your

computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

You hereby acknowledge and agree that Scorefol.io and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not have any obligation, and may take reasonable effort, but do not undertake or assume any duty to, monitor the Service for Your Content, even if it may be deemed inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms of Service. You're fully responsible for the Content available on your account, and any harm resulting from that Content. It's your responsibility to ensure that your user contribution abides by applicable laws and by the Agreement.

# Your content and conduct

You retain ownership rights to all the Content that you upload, store, transmit, submit, exchange or make available via the Service (“Your Content”). Scorefol.io does not claim any ownership rights in Your Content.

If you upload Your Content, you must not submit to the Service any Content that includes third-party intellectual property unless you have written permission from that party or are otherwise legally entitled to do so without violating the owner’s rights and/or the Content’s licensing terms by using our Service (for example, even if you upload Content licensed under a non-commercial use Creative Commons type license, you may still have to get written permission from the owner and make sure that your use of the Content under Scorefol.io’s Agreement does not violate their terms). You are legally responsible for Your Content submitted to the Service, therefore, if you are unsure whether the uploaded Content is infringing on third-party rights please refrain from uploading Content to the Service. Any infringements may result in termination of your access to the Service, and may also result in civil litigation or criminal prosecution by or on behalf of the relevant rightsholder.

By uploading Your Content to the Service, you are storing Your Content on our servers, authorizing the use, transmission, distribution, display, and performance, of Your Content on the Service. In order for Scorefol.io to enable your use of the Service, you hereby grant such licenses to Scorefol.io on a worldwide, non-exclusive, royalty-free basis.

By uploading Your Content to the Service, you also grant a worldwide, non-exclusive, royalty-free license to other users of the Service, and to users of any other websites to which Your Content has been shared or embedded, to repost, display, perform, and make available Your Content utilizing the features of our Service within the parameters set by the Terms of Service herein. You can limit and restrict the availability of Your Content to other users of the Service (and by design to other third-party websites that may embed Your Content), at any time using the permissions settings on the uploaded content.

Scorefol.io may use Your Content in order to promote the Service, for example, to highlight Scorefol.io’s features, works uploaded, composer roster etc. However, we will never use Your Content to imply your endorsement of the Service, unless we have your prior written consent to do so. By using Scorefol.io, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such Content and consistent with our Terms of Service.

The licenses granted by you continue for as long as you do not remove Your Content from the Service. You must remove Your Content if you no longer have the rights required by these terms.

## Intellectual property rights

Unless otherwise indicated, the Service is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, content, and graphics on the Service (collectively, the “Platform”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Platform and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Service and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

We reserve all rights not expressly granted to you in and to the Service, the Platform and the Marks.

# User representations

By using the Service, you represent and warrant that:

- all registration information you submit will be true, accurate, current, and complete, and that you will maintain the accuracy of such information and promptly update such registration information as necessary;
- you have the legal capacity and you agree to comply with these Terms of Service;
- you are not under the age of 13, and not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Service;
- Your Content is an original work by you, or you have obtained all rights, licenses, consents and permissions and/or releases in written form necessary in order to use at any and all times during any applicable use, including permission from any and all persons appearing in Your Content in order to include their name, voice, performance or likeness;
- Your Content does not and will not infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy and confidential information.
- you will not access the Service through automated or non-human means, whether through a bot, script, or otherwise;
- you will not use the Service for any illegal or unauthorized purpose;
- your use of the Service will not violate any applicable law or regulation;
- you agree that you are solely responsible for (and that Scorefol.io has no responsibility to you for) your use of any Paid Service, any breach of your obligations, and for the consequences (including loss or damage of any kind which Scorefol.io may suffer) of any such breach.
- you acknowledge and agree that you are responsible for paying all Paid Service fees in a timely manner and for providing us with a valid credit card or other form of payment acceptable to Scorefol.io. IN ADDITION, YOU ACKNOWLEDGE THAT YOUR ONLINE ACCEPTANCES CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND SCOREFOL.IO AND SIGNIFY YOUR INTENT TO BE BOUND TO SUCH ONLINE ACCEPTANCES.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).



## Third party websites and services

The Service may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Service or any Third-Party Content posted on, available through, or installed from the Service, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Service and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Service no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Service. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

# Privacy policy

We care about data privacy and security. Please review our [Privacy Policy](#). By using the Service, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Service. Please be advised the Service is hosted in the United States.

If you access the Service from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Service, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Service as quickly as is reasonably practical.

# Other Legal Terms

## SERVICE MANAGEMENT

We reserve the right, but not the obligation, to:

- monitor the Service for violations of these Terms of Service;
- take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities;
- in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of Your Content and/or contributions or any portion thereof;
- in our sole discretion and without limitation, notice, or liability, to remove from the Service or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- otherwise manage the Service in a manner designed to protect our rights and property and to facilitate the proper functioning of the Service.

## DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY

### **Notifications**

We respect the intellectual property rights of others. If you believe that any material available on or through the Service infringes upon any copyright you own or control, please immediately notify us and/or our Designated Copyright Agent using the contact information provided in this Agreement (a "Notification"). We also supply our users with a "Report" infringement mechanism on the Content's page that when filled out would warn us of any potential violations to our Terms of Service.

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if

you are not sure that material located on or linked to by the Service infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Service are covered by the Notification, a representative list of such works on the Service;
- (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (4) information reasonably sufficient to permit us to contact the complaining party, such as an email address, mailing address, and telephone number at which the complaining party may be contacted;
- (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

### **Counter Notification**

If you believe your own copyrighted material has been removed from the Service as a result of a mistake or misidentification, you may submit a written counter notification to us and/or our Designated Copyright Agent using the contact information provided in this Agreement (a "Counter Notification").

To be an effective Counter Notification under the DMCA, your Counter Notification must include the following:

- (1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
- (2) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located;

(3) a statement that you will accept service of process from the party that filed the Notification or the party's agent;

(4) your name, email address, mailing address and telephone number;

(5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;

(6) your physical or electronic signature.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless we first receive notice from the party filing the Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

## TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the Service. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Service at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Service. We also reserve the right to modify or discontinue all or part of the Service without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

We cannot guarantee the Service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Service at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Service during any downtime or discontinuance of the Service.

Nothing in these Terms of Service will be construed to obligate us to maintain and support the Service or to supply any corrections, updates, or releases in connection therewith.

## GOVERNING LAW

These Terms of Service and your use of the Service are governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within the State/Commonwealth of New York without regard to its conflict of law principles.

## CORRECTIONS

There may be information on the Service that contains typographical errors, inaccuracies, or omissions that may relate to the Service, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Service at any time, without prior notice.

## DISCLAIMER

THE SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SERVICE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) Your Content; (2) use of the Service; (3) breach of these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Service with whom you connected via the Service.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## USER DATA

We will maintain certain data that you transmit to the Service for the purpose of managing the Service, as well as data relating to your use of the Service. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Service.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Service, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Service, satisfy any legal requirement that such communication be in writing.



YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## MISCELLANEOUS

These Terms of Service and any policies or operating rules posted by us on the Service constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision.

These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service or use of the Service. You agree that these Terms of Service will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

## CONTACT US

In order to resolve a complaint regarding the Service or to receive further information regarding use of the Service, please contact us at:

Attn: Scorefol.io Terms of Service

[info@scorefollower.com](mailto:info@scorefollower.com)