



PolicyNote / CQ / Roll Call / VoterVoice  
Fireside / FrontierView

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Terms of Use

These Terms of Use apply to your use of certain Content provided through (a) any form of machine accessible application programming interface (API) that Provider makes available which provides access to Provider Content, including all associated tools, elements, components and executables therein, (b) any Provider sample code that enables interactions with Provider Content, and (c) any MCP server or application utilized with an API (collectively, “PolicyNote API”) along with any of Provider’s associated software applications and websites (all together, “Services”). These Terms form an agreement between you (“End User”) and FiscalNote, Inc., a Delaware corporation (“Provider”, “Us”, “We”, or “Our”), and they include important provisions for resolving disputes through arbitration. By using our Services, you agree to these Terms.

**1. Access & Services**

- 1.1. Scope. The API allows access to Provider’s Content. End Users may use an API license to leverage Content for internal business processes, but may not distribute this data commercially unless explicitly authorized by Provider. All the Content documentation, code, and related materials made available to you through the API is subject to these terms. Access to or use of the API or its Content constitutes acceptance of this Agreement.
- 1.2. License. Provider grants End User a limited, non-exclusive, non-transferable, non-sublicensable, worldwide right to access, display, analyze, retrieve, view, obtain, and adapt for its internal purposes information and Provider Content from the Services, subject to the terms of this Agreement.

- 1.3. Access. The API uses the REST protocol and allows for authentication via basic authentication. End Users (or their developers) will create and manage API credentials via a developer portal provided by Provider.
- 1.4. Rate Limits. Provider may enforce rate limits through a credit or token system of measurement to prevent misuse and manage capacity. Limits, organized into usage tiers, may increase as End User increases their use of the Services, in which case, End User will be prompted to purchase additional usage tokens or credits. Provider reserves the right to adjust rate limits and usage tiers in its sole discretion.
- 1.5. Attribution. Any distribution or disclosure to any Person (other than Customer's directors, officers, employees, or Affiliates), whether through a website, report, large language model, or otherwise, that utilizes or accesses the API shall cite Provider or "CQ & Roll Call" as the source.
- 1.6. Restrictions. You agree not to act outside the scope of the rights that are expressly granted by Provider in this Agreement, including, but not limited to, not (a) accessing the Services in violation of any Applicable Law; (b) accessing the Services in any manner that (i) compromises, breaks or circumvents any of Provider's technical processes or security measures associated with the Services, (ii) poses a security vulnerability to End Users, other Customers, or third parties, (iii) tests the vulnerability of Provider's systems or networks, (iv) undermines the Services' access controls, such as by exposing private channel data to an end user without access; (c) accessing the Services in order to replicate, compete with, or create derivative works of the Services, (d) attempting to reverse engineer or otherwise derive source code, trade secrets, or know-how of the Services; (e) attempting to use the Services in a manner that exceeds rate, credit, token, quota or similar limits or constitutes excessive or abusive usage; (f) knowingly or intentionally using, disseminating, or copying the Services or Provider Content in a way that infringes, misappropriates or violates any patent, trademark, copyright, or trade secret; (g) publicly disclosing or otherwise making available to any Person (other than Customer's directors, officers, employees, or Affiliates), any Provider Content; and (h) using Provider Content to train a large language model (LLM).
- 1.7. Suspension of Services. Provider may limit or suspend the Services to perform scheduled or emergency maintenance, to stop a violation of Section 1.6 (Restrictions), to prevent material harm to End User, Provider, or other end users, to ensure Provider can maintain the proper working order of the Services or satisfy its uptime and other similar obligations if your usage imposes an unreasonable or disproportionately large load on Provider's infrastructure, to ensure usage of any promotional or "free" Services do not exceed the applicable rate limits or usage restrictions, to prevent End User's interference with the property working order of the Services or any security features, or as required by Applicable Law. Provider will not be responsible for any damages or costs incurred due to the unavailability of the Services during any suspension of Services.
- 1.8. Third-Party Services. If you integrate the Services with any non-Provider provided third-party service (such as a third party's service that uses an LLM, API or MCP), you are solely responsible for the use of such third-party services and any data loss or other losses you may suffer as a result of using any such services.

## **2. Warranties & Disclaimers**

2.1. Warranties. Each party represents and warrants that (a) it has full power and authority to enter into this Agreement, (b) the execution and performance of its obligations under this Agreement will not conflict with or violate any Applicable Law or any other agreement to which the representing party is bound, and (c) it will comply with all Applicable Law related to its provision or use of the Services.

### **2.2. Disclaimers.**

2.2.1. PROVIDER MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, UPTIME, SYSTEM INTEGRATION, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT.

2.2.2. PROVIDER DOES NOT WARRANT THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

- 2.2.3. PROVIDER IS NOT PROVIDING LEGAL OR OTHER PROFESSIONAL ADVICE. END USER'S DECISIONS MADE IN RELIANCE ON THE SERVICES OR CUSTOMER'S INTERPRETATION OF ANY CONTENT IS END USER'S OWN FOR WHICH END USER TAKES FULL RESPONSIBILITY AND ASSUMES ALL RISK.
- 2.2.4. PROVIDER IS NOT RESPONSIBLE FOR THIRD-PARTY PROVIDED PRODUCTS, CONTENT, OR SERVICES. PROVIDER CONTENT IS AGGREGATED FROM UNAFFILIATED THIRD-PARTY SOURCES AND PROVIDER IS NOT RESPONSIBLE FOR SUCH CONTENT.
- 2.2.5. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

### **3. Indemnities**

- 3.1. By Provider. If a third party alleges that the Services infringe or misappropriate such party's Intellectual Property Rights, then Provider will defend and hold harmless End User or, if acting for, on behalf of or as an agent of a business or organization ("**Organization**"), Organization, and its shareholders, directors, officers, employees, successors and assigns against such claim at Provider's expense and pay all reasonable costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Provider. However, in no event will Provider have any obligation or liability arising from: (a) use of any Services in a modified form or in combination with software, technologies, products, or devices not provided by Provider or intended as part of the Services; (b) any Content or data provided by Beneficiaries, End Users, or third parties; or (c) Services for which there is no fee or charge.
- 3.2. By Organization. If End User accesses the Services for, on behalf of, or as an agent of Organization, such Organization will indemnify and hold harmless Provider, its affiliates, and its personnel, from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to End User's use of the Services or any violation of these Terms.
- 3.3. Indemnity Procedures. If a party seeks indemnification, it will promptly notify the other party of the claim and reasonably cooperate with the other party (to the extent applicable) in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the indemnified party to admit liability, perform any act or to pay any money will require the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed) and (b) the indemnified party may join in the defense with its own counsel at its own expense.

### **4. Liability**

- 4.1. Consequential Damages Waiver. NEITHER PARTY WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, UNDER ANY THEORY OF LAW, INCLUDING TORT OR CONTRACT OR (B) LOSS OF OR DAMAGE TO: (i) DATA, (ii) BUSINESS, (iii) REVENUES, OR (iv) PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 4.2. Liability Cap. EACH PARTY'S LIABILITY WILL NOT EXCEED THE AMOUNT END USER PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.
- 4.3. Third-Party Beneficiaries. PROVIDER'S AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION. IF END USER ACCESS THE SERVICES FOR, ON BEHALF OF, OR AS AN AGENT OF ORGANIZATION, THEN ORGANIZATION SHALL BE AN INTENDED THIRD-PARTY BENEFICIARY OF THIS SECTION.

### **5. End User Obligations**

- 5.1. End User Activities. You are responsible for complying with this Agreement. If you are acting for, as an agent of or on behalf of Organization, Organization shall be responsible for your acts and activities.
- 5.2. Embargoes. You represent and warrant that neither you nor Organization (if applicable) is barred by any Applicable Law from being supplied with the Services. The Services may not be used in any country that is

subject to an embargo by the United States or European Union (**EU**), as applicable. End User will ensure that: (a) it do not use the Services in violation of any export restriction or embargo by the United States; (b) it does not use the Services in any other manner that would result in a violation of any sanctions administered or enforced by the Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the EU or the relevant authority in any individual EU member state, His Majesty's Treasury, or any other relevant sanctions authority, and ( c) it does not provide access to the Services to persons on the U.S. Department of Commerce's Denied Persons List or Entity List or the U.S. Treasury Department's list of Specially Designated Nationals.

## 6. Term and Termination

- 6.1. Term of Agreement. This Agreement shall commence on the date you begin using the Services. You are free to stop using the Services at any time, at which time, this Agreement shall terminate except as set forth in Section 6.2.
- 6.2. Survival. Section 1.6 (Restrictions), Section 3 (Indemnities), Section 4 (Liability), Section 7 (Data Privacy), Section 8 (Intellectual Property), Section 9 (Confidentiality), Section 12 (Miscellaneous), and any provision of this Agreement that contemplates or governs a party's performance or observance after termination or expiration of this Agreement will survive its termination or expiration.

## 7. Data Privacy

- 7.1. Data Protection & Security. The following DPA will apply where Provider is processing Personal Data for, or on behalf of End Users:
- 7.1.1. For U.S. Residents. When Provider is providing Services which involve the processing of U.S. residents' Personal Data, the [Data Protection Agreement U.S.](#) shall apply to and form part of this Agreement.
- 7.1.2. For EU / UK Residents. When Provider is providing Services which involve the processing of European Union ("**EU**") and/or United Kingdom ("**UK**") residents' Customer Personal Data, the [Data Protection Agreement EU & UK](#) shall apply to and form part of this Agreement.
- 7.2. DPAs Incorporated into Agreement. The DPAs hyperlinked in these Terms are incorporated by reference and form part of this Agreement. In the event of a conflict between the terms of the applicable DPA(s) and the other terms of this Agreement, the terms of the applicable DPA(s) shall control.

## 8. Intellectual Property.

Provider retains ownership and all related Intellectual Property Rights in the Services, Provider Content, and any other products, services, and/or materials provided by, or on behalf of, Provider. No licenses or rights are granted to End User by Provider other than as expressly provided for in this Agreement.

## 9. Confidentiality

- 9.1. Definition. "**Confidential Information**" means information disclosed by a party ("**Discloser**") to the other party ("**Recipient**") in connection with the use or provision of the Services that is either marked as confidential or would reasonably be considered to be confidential under the circumstances. Despite the foregoing, Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already lawfully knew; (c) was rightfully given to the Recipient by an unaffiliated third party without restriction on disclosure; or (d) was independently developed by the Recipient without reference to the Discloser's Confidential Information.
- 9.2. Confidentiality. The Recipient will: (a) protect the Discloser's Confidential Information using commercially reasonable efforts; (b) use the Discloser's Confidential Information only as permitted by this Agreement, including to exercise the Recipient's rights and fulfill the Recipient's obligations under this Agreement; and ( c) not disclose the Discloser's Confidential Information without the Discloser's prior consent, except to Affiliates, certain employees or agents involved in the Services under this Agreement, and professional advisors who need to know it and have agreed in writing (or, in the case of professional advisors, are otherwise bound) to

keep it confidential on terms comparable to those under this Section 9. The Recipient may disclose the Discloser's Confidential Information when and to the extent required by Applicable Law or legal, regulatory, or judicial process, but only after the Recipient, if permitted by Applicable Law, uses reasonable efforts to notify the other party.

- 9.3. Exception for Customer Lists. Notwithstanding anything to the contrary in Section 9.2, Provider may include a Organization's name on Provider's customer list and may describe briefly, and in general terms, the nature of the services provided by Provider to End User.

## **10. Insurance.**

Each party shall, at its own cost and expense, obtain and maintain liability insurance (or self-insurance) to cover liabilities of the types and amounts reasonably necessary and appropriate in its industry to perform its respective activities under this Agreement with responsible insurance carriers duly qualified in those regions where the Services are to be performed or used.

## **11. Force Majeure.**

Provider shall not be liable for any delay, inadequate performance or failure to perform any obligations under this Agreement to the extent caused by a condition that was beyond Provider's reasonable control, including, but not limited to, natural disaster, act of war or terrorism, earthquake, pandemic or health crisis, riot, governmental order, action or inaction, denial of service attack or utility or internet service provider failure, delay or disturbance.

## **12. Miscellaneous**

- 12.1. Independent Contractors. The relationship between Provider and End User is that of independent contractors, and not legal partners, employees, joint venturers, or agents of each other.
- 12.2. Waiver. The waiver by either party of any breach of any provision of the Agreement does not waive any other breach. A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.
- 12.3. Notices. Notices to Provider must be sent to FiscalNote, Inc., 1201 Pennsylvania Ave NW, Sixth Floor, Washington DC, 20004, USA, marked to the attention of the Legal Department, with a copy to [legal@fiscalnote.com](mailto:legal@fiscalnote.com).
- 12.4. Severability. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed, and the remainder of the terms will remain in full effect.
- 12.5. Non-Parties.
- 12.5.1. Third-Party Beneficiaries. Except as provided in Section 4.3, there are no third-party beneficiaries to this Agreement.
- 12.5.2. Assignability. Neither party may assign performance of the Agreement or any of its rights or delegate any of its duties under the Agreement without the prior written consent of the other party; provided, however, that either party may assign its rights and obligations under the Agreement, in whole or in part, to any of its Affiliates or to any entity into or with which it is merged or that acquires all or substantially all of its assets. Subject to the foregoing restriction on assignment, the Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.
- 12.6. Language. This Agreement was prepared and written in English. Any non-English translations of this Agreement which may be made available are provided for convenience only and are not valid or legally binding.
- 12.7. Dispute Resolution.

- 12.7.1. Mandatory Arbitration. End User, or Organization (as applicable), and Provider agree to resolve any claims arising out of or relating to these Terms or our Services, regardless of when the claim arose, even if it was before these Terms existed (a “**Dispute**”), through final and binding arbitration. An End User may opt out of arbitration within 30 days of first using the Services by emailing [legal@fiscalnote.com](mailto:legal@fiscalnote.com).
- 12.7.2. Arbitration forum. If the parties are unable to resolve the Dispute informally, either party may commence arbitration with National Arbitration and Mediation (“**NAM**”) under its Comprehensive Dispute Resolution Rules and Procedures and/or Supplemental Rules for Mass Arbitration Filings, as applicable. Neither party shall seek attorneys’ fees and costs in arbitration unless the arbitrator determines that the other party’s claim is frivolous. The activities described in these Terms involve interstate commerce and the Federal Arbitration Act will govern the interpretation and enforcement of these arbitration terms and any arbitration.
- 12.7.3. Arbitration procedures. The arbitration will be conducted by teleconference if possible, but if the arbitrator determines a hearing should be conducted in person, the location will be Washington, D.C. The arbitration will be conducted by a sole arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware. The arbitrator will have exclusive authority to resolve any Dispute, except the state or federal courts of Washington, D.C. shall have the authority to determine any Dispute about enforceability, validity of the class action waiver, or requests for public injunctive relief, as set out below. Any settlement offer amounts will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any. The arbitrator has the authority to grant motions dispositive of all or part of any Dispute.
- 12.7.4. Exceptions. This section does not require informal dispute resolution or arbitration of the following claims: (i) individual claims brought in small claims court; (ii) injunctive or other equitable relief to stop unauthorized use or abuse of the Services, Intellectual Property Right infringement, a breach or suspected breach of Section or misappropriation, and (iii) injunctive or other equitable reflect to stop the unauthorized disclosure of Confidential Information.
- 12.7.5. Class Action & Jury Trial Waiver. End User and Provider agree that Disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, and representative actions are prohibited. End User hereby expressly, knowingly, and voluntarily forfeits any rights to litigate claims before a jury or to participate in a class action or representative action with respect to any claim.
- 12.7.6. Batch Arbitration. If 25 or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar Disputes within 90 days of each other, then Provider and End User agree that NAM will administer them in batches of up to 50 claimants each (“**Batch**”), unless there are less than 50 claimants in total or after batching, which will comprise a single Batch. NAM will administer each Batch as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing held by teleconference or in a location decided by the arbitrator for each Batch. If any part of this section is found to be invalid or unenforceable as to a particular claimant or Batch, it will be severed and arbitrated in individual proceedings.
- 12.7.7. Severability of Dispute Resolution Provisions. If any part of these arbitration terms is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class arbitration, class action, or representative action, this entire dispute resolution section will be unenforceable in its entirety.
- 12.7.8. Governing Law & Venue. Delaware law will govern these Terms regardless of any conflicts of laws principles. Except as provided above, all claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts of Washington, D.C.
- 12.8. Anti-Corruption. Each party agrees and acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party’s employees, contractors

or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If either party learns of any violation of the above restriction, such party shall use reasonable efforts to promptly notify the other party.

12.9. Amendment/Changes to Terms. Provider is continuously working to develop and improve our Services. Provider may update these Terms or the Services accordingly from time to time. All changes will be effective on the tenth (10<sup>th</sup>) day after posting such changes to Provider's website. If End User does not agree to the changes, End User must immediately cease using our Services.

12.10. Entire Agreement. This Agreement constitutes the entire agreement between Provider and End User with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter.

### 13. Definitions

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by or is under common control with an entity. "Control" for purposes of the preceding sentence means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means the agreement for Services between End User and Provider consisting of these Terms, any DPA, Privacy Policy, and/or Cookie Policy.

**"Applicable Law"** means all legislation, statutes, regulations, ordinances, rules, judgments, orders, decrees, rulings, and other requirements enacted, promulgated, or imposed by any governmental authority or judicial or regulatory body at any level (e.g., municipal, county, provincial, state or national) that are applicable to or enforceable against a party for their activities pursuant to this Agreement.

**"Content"** means any data, media, information, and/or other type or form of content displayed, distributed, or otherwise made available to End User by Provider through or in connection with the Services.

**"DPA"** means the applicable Data Protection Agreement as set forth in Section 7.

**"End User"** means any Person, or, in the case of Organization, its employees, agents, independent contractors, and other individuals, who accesses and uses the Services.

**"Intellectual Property Rights"** means the legal rights held by the owner of a copyright, patent, trademark, or trade secret, whether registered or unregistered, including (a) the rights to copy, publicly perform, publicly display, distribute, adapt, translate, modify, and create derivative works of copyrighted subject matter; (b) the rights to exclude others from using, making, having made, selling, offering to sell, and importing patented subject matter and to practice patented methods; (c) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, or sponsorship; and (d) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any rights granted by law and give the owner exclusive authority to control the use or disclosure of the information (regardless of the existence of a contract).

**"Person"** means an individual, a corporation, an association, a partnership, an estate, a trust, and any other entity or organization.

**"Personal Data"** shall have the meaning given to such term in Section 7.

**"Provider"** means FiscalNote, Inc., a Delaware corporation, with primary business offices at 1201 Pennsylvania Ave., NW, 6<sup>th</sup> Floor, Washington, DC 20004.

**"Terms of Use"** or **"Terms"** means these terms and conditions.

## **Digital Millennium Copyright Act**

Provider does not tolerate any inappropriate content or misconduct associated with use of the Services. Provider has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the “**DMCA**”).

### DMCA Takedown Notice Procedures

If any End User believes any Content infringes upon its Intellectual Property Rights, an End User or other representative of End User’s company or organization (in either case, the “**Submitter**”) shall submit a notification to Provider’s copyright agent designated below alleging such infringement (“**DMCA Takedown Notice**”) including the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the material claimed to have been infringed, or, if multiple intellectual properties (including copyrighted works) at a single online site are covered by a single notification, a representative list of such properties;
- Identification of the material claimed to be infringing and that is to be removed or access disabled and information reasonably sufficient to permit Provider to locate the material;
- Adequate information by which Provider can contact Submitter, such as an address, telephone number, and, if available, an email address;
- A statement that Submitter has a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property owner, its agent, or the law; and
- A statement that, under penalty of perjury, the information in the notification is accurate and Submitter is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to Provider’s designated DMCA agent at [legal@fiscalnote.com](mailto:legal@fiscalnote.com) or via mail to the following address: 1201 Pennsylvania Ave NW, 6<sup>th</sup> Floor, Washington, DC 20004. If Submitter fails to comply with all of the requirements of Section 512(c)(3) of the DMCA (as set forth above), the DMCA Takedown Notice may not be effective. Please be aware that if Submitter knowingly materially misrepresents that material or activity on the Services is infringing an Intellectual Property Right, Submitter or its company or organization (if applicable) may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

### Counter Notification Procedures

If an End User (in this case, the “**Counter Notice Submitter**”) believes that material they posted on the Services was removed or access to it was disabled by mistake or misidentification, the Counter Notice Submitter may file a counter notification with Provider (a “**Counter Notice**”) by submitting written notification to Provider’s DMCA agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Counter Notice Submitter’s 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 contact information of Counter Notice Submitter (including name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by the Counter Notice Submitter that they 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 Counter Notice Submitter will consent to the jurisdiction of the Federal District Court for the judicial district in which their address is located and that he/she/they will accept service from the person (or an agent of that person) who provided the Provider with the complaint at issue.

The DMCA allows Provider to restore the removed content if the party filing the original DMCA Takedown Notice does not file a court action against Counter Notice Submitter within ten (10) business days of receiving the copy of the Counter Notice. Please be aware that if Counter Notice Submitter knowingly materially misrepresents that material or activity on the Services was removed or disabled by mistake or misidentification, Submitter or its

company or organization (if applicable) may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Provider will disable and/or terminate the accounts of repeat infringers.