

# General Terms – All Users

## 1. Your Relationship With Us

Welcome to ScrEad, the platform provided by QuantumData (“ScrEad”, “we” or “us”). We are registered in Winterswijk, The Netherlands under company number 72227818 and have our registered office at Sint-Elisabethgaarde 2a, 7103 ZZ Winterswijk, the Netherlands.

These terms of service (the “Terms”) are an agreement between you and us and set forth the terms and conditions by which you may access and use our website, services, applications, products and content (that include but are not limited to the Platform) (collectively, the “Services”). Our Services are provided for private, non-commercial use. For purposes of these Terms, “you” and “your” means you as the user of the Services.

The Terms form a legally binding agreement between you and us. Please take the time to read them carefully.

Arbitration notice for users in the United States: These terms contain an arbitration clause and a waiver of rights to bring a class action against us. Except for certain types of disputes mentioned in that arbitration clause, you and QuantumData agree that disputes between us will be resolved by mandatory binding arbitration, and you and QuantumData waive any right to participate in a class-action lawsuit or class-wide arbitration.

## 2. Accepting the Terms

By accessing or using our Services, you confirm that you can form a binding contract with QuantumData, that you accept these Terms and that you agree to comply with them. Your access to and use of our Services is also subject to our [Privacy Policy](#), including any additional terms which are added to such Additional Agreements and made available to you from time to time. The terms and conditions of the Additional Agreements can be found directly on the App, or where the App is made available for download, on your mobile device’s applicable app store, and are incorporated herein by reference.

If you access or use the Services from within a jurisdiction for which there are separate supplemental terms, you also hereby agree to the supplemental terms applicable to users in each jurisdiction as outlined in the relevant “Supplemental Terms – Jurisdiction-Specific” section below, and in the event of a conflict between the provisions of the Supplemental Terms – Jurisdiction-Specific that are relevant to your jurisdiction from which you access or use the Services, and the rest of these Terms, the relevant jurisdictions’ Supplemental Terms – Jurisdiction-Specific will supersede and control. Access to the Services from jurisdictions where the contents or practices of the Services are illegal, unauthorized or penalized is strictly prohibited. If you do not agree to these Terms, you must not access or use our Services.

If you are accessing or using the Services on behalf of a business or entity, then: (a) “you” and “your” includes you and that business or entity; (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf; and (c) your business or entity is legally and financially responsible for your access to and use of the Services as well as for the use of your account by others affiliated with your entity, including any employees, agents or contractors.

You accept the Terms by accessing or using our Services. You understand and agree that we will treat your access to or use of the Services as acceptance of the Terms from that point onwards.

You should print off or save a local copy of the Terms for your records.

### **3. Changes to the Terms**

We amend these Terms from time to time, for instance when we update the functionality of our Services or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. Your continued access to or use of the Services after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services.

### **4. Your Account with Us**

To access or use some of our Services, you must create an account with us. When you create this account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, you must promptly notify us at [info@quantumdata.com](mailto:info@quantumdata.com)

You agree that you are solely responsible (to us and to other users of our Services) for the activity that occurs under your account.

We reserve the right to disable your user account at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

### **5. Your Access to and Use of Our Services**

Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

- access or use the Services if you are not fully able and legally competent to agree to these Terms;
- modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on the Services, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied the Platform or any derivative works thereof;
- distribute, license, transfer or sell, in whole or in part, any of the Services or any derivative works thereof;
- market, rent or lease the Services for a fee or charge, or use the Platform to advertise or perform any commercial solicitation;

- interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- incorporate the Platform or any portion thereof into any other program or product. We reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
- use automated scripts to collect information from or otherwise interact with the Services;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- use or attempt to use another's account, service or system without authorization from QwantumData, or create a false identity on the Services;
- use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting skill reviews;
- use the Services to upload, transmit, distribute, store or otherwise make available in any way (including for the purposes of creating and/or streaming content):
  - files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
  - any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other prohibited form of solicitation;
  - any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;
  - any content which does or may infringe any copyright, trademark or other intellectual property or privacy rights of any other person;
  - any content which is defamatory of any person, obscene, offensive, hateful or inflammatory;
  - any content that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
  - any content that is deliberately designed to provoke or antagonize people, especially trolling, or is intended to harass, scare, distress, embarrass or upset people;
  - any content that contains a threat of any kind, including threats of physical violence;
  - any content that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
  - any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or

- content that, in the sole judgment of QwantumData, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose QwantumData, the Services or its users to any harm or liability of any type.

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms, or otherwise harmful to the Services or our users.

## **6. Intellectual Property Rights**

We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Services, you agree not to use the Services to infringe any intellectual property rights. We reserve the right, with or without notice, at any time and in our sole discretion to block access to and/or terminate the accounts of any user who infringes or is alleged to infringe any copyrights or other intellectual property rights.

## **7. Content**

### **A. Your Use of QwantumData Content**

As between you and QwantumData (except User Content (as defined below)), content on the Services, including the text, software, logos, patents, trademarks, service marks, copyrights, scripts, photographs, audio, videos, music, images, graphics, illustrations, and “look and feel” of the Services, and all intellectual property rights related thereto, are either owned or licensed by QwantumData, subject to copyright and other intellectual property rights under the law. However, you or your licensors own any User Content that you upload or transmit through the Services.

QwantumData Content is provided to you AS IS. You may access QwantumData Content for your information and personal use solely as intended through the provided functionality of the Services and as permitted under these Terms of Service.

Use of QwantumData Content or materials from the Services for any purpose not expressly permitted by these Terms is strictly prohibited. You shall not download any QwantumData Content unless you see a “download” or similar link displayed by QwantumData on the Services for that QwantumData Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any QwantumData Content for any purpose whatsoever without our or, where applicable, our licensors’ prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use the Services, including to download the Platform on a permitted device, and to access the QwantumData Content through your use of the Services. QwantumData reserves all rights not expressly granted herein in the Services and the QwantumData Content. You acknowledge and agree that QwantumData may terminate this license at any time for any reason or for no reason at all.

You acknowledge and agree that when you view content provided by others from the Services (including any User Content), you are doing so at your own risk. The content from our Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must

obtain professional or specialist advice before taking, or refraining from, any action based on the content on our Services.

We make no representations, warranties or guarantees, whether explicit or implied, that any QwantumData Content (including User Content) is accurate, safe, complete or up-to-date. Where our Platform and/or Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the content of such sites or resources. Such links should not be interpreted as approval by us of those linked websites or any information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Platform (including User Content). You further understand and acknowledge that you may be exposed to QwantumData Content (including User Content) that is offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against QwantumData with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless QwantumData, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Services.

## **B. User Content**

Users may be permitted to upload, transmit (e.g., via a stream) or otherwise make available content (“User Content”) through the Services. Users may also overlay music, graphics, stickers and other elements provided by QwantumData (“QwantumData Elements”) onto this User Content and transmit this User Content through the Services. The information and materials in the User Content, including User Content that incorporates QwantumData Elements, have not been verified or approved by us. QwantumData does not endorse any User Content submitted to the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein.

Whenever you make use of a feature that allows you to upload or transmit User Content through the Services or allows you to make contact with other users of the Services, you must comply with the standards set out at “Your Access to and Use of Our Services” above. You may also choose to upload or transmit your User Content, including User Content that incorporates QwantumData Elements, on sites or platforms hosted by third parties. If you decide to do this, you must comply with their content guidelines as well as with the standards set out at “Your Access to and Use of Our Services” above. You warrant that any such User Content that you upload, transmit or otherwise make available through the Services does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer resulting from your breach of warranty.

Any User Content will be considered non-confidential and non-proprietary. When you submit User Content through the Services, you agree and represent that you own that User Content, or you have received permission from, or are authorized by, the owner of any part of the content to submit it to the Services.

You retain all ownership rights in your User Content. However, by submitting content to us, you hereby grant us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, assignable, sub-licensable, perpetual worldwide license to use, modify, translate, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in connection with the Services and QwantumData’s (and QwantumData’s successors’ and affiliates’) business, including but not limited to advertising,

marketing and promoting and redistributing part or all of the Services (and derivative works thereof) in any formats and through any channels. You also hereby grant other users of the Services a non-exclusive license to access your User Content through the Services, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Services and under these Terms of Service.

You shall be solely responsible for your own User Content and the consequences of submitting and publishing your User Content on the Services. You further agree that you will not submit to the Services any User Content or other material that is contrary to the ScrEad [Community Guidelines](#) which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.

You warrant that your User Content:

- is not obscene, threatening, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, offensive, defamatory of any person or illegal; and
- does not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual.

We accept no liability in respect of any content submitted by users and published by us or by authorized third parties.

We have the right to remove any posting you make on our Platform without prior notice if, in our opinion, your post does not comply with the content standards set out at "Your Access to and Use of Our Services" above.

QwantumData takes reasonable measures to expeditiously remove from our Services any infringing material that we become aware of. It is QwantumData's policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Services who repeatedly infringe copyrights or intellectual property rights of others.

We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy.

If you wish to complain about information and materials uploaded by other users, please contact us at [info@qwantumdata.com](mailto:info@qwantumdata.com).

## **8. Indemnity**

You agree to defend, indemnify, and hold harmless QwantumData, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

## **9. Exclusion of Warranties**

Nothing in these terms shall affect any statutory rights that you cannot contractually agree to alter or waive and are legally always entitled to as a consumer.

The services are provided “as is” and we make no warranty or representation to you with respect to them. In particular we do not represent or warrant to you that:

- Your use of the services will meet your requirements;
- Your use of the services will be uninterrupted, timely, secure or free from error;
- Any information obtained by you as a result of your use of the services will be accurate or reliable;
- Defects in the operation or functionality of any software provided to you as part of the services will be corrected.

No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the services except to the extent that they are expressly set out in the terms. We may change, suspend, withdraw or restrict the availability of all or any part of our platform for business and operational reasons at any time without notice.

## **10. Limitation of Liability**

Nothing in these terms shall exclude or limit our liability for losses which may not be lawfully excluded or limited by applicable law. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Subject to the paragraph above, we shall not be liable to you for:

- (I) any loss of profit (whether incurred directly or indirectly); (II) any loss of goodwill; (III) any loss of opportunity; (IV) any loss of data suffered by you; or (V) any indirect or consequential losses which may be incurred by you. Any other loss will be limited to the amount paid by you to QuantumData within the last 12 months.
- Any loss or damage which may be incurred by you as a result of:
  - Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the service;
  - Any changes which we may make to the services, or for any temporary cessation in the provision of the services (or any features within the services);
  - The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
  - Your failure to provide us with accurate account information; or
  - Your failure to keep your password or account details secure and confidential.

Please note that we only provide our platform for domestic and private use. You agree not to use our platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, loss of goodwill or business reputation, business interruption, or loss of business opportunity.

If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

These limitations on our liability to you shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

You are responsible for any mobile charges that may apply to your use of our services, including text-messaging and data charges. If you're unsure what those charges may be, you should ask your service provider before using the services.

## **11. Other Terms**

a. **Applicable Law and Jurisdiction.** These Terms, their subject matter and their formation, are governed by the laws of Singapore. Any dispute arising out of or in connection with these Terms, including any question regarding existence, validity or termination of these Terms, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

b. **Entire Agreement.** These Terms constitute the whole legal agreement between you and QuantumData and govern your use of the Services and completely replace any prior agreements between you and QuantumData in relation to the Services.

c. **Links.** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Platform in any website that is not owned by you. The website in which you are linking must comply in all respects with the content standards set out at "Your Access to and Use of Our Services" above. We reserve the right to withdraw linking permission without notice.

d. **No Children.** The Platform is only for people 16 years old and over (except that: (i) with respect to people in the United States, this restriction will only be for people 13 years old and over; (ii) with respect to people in Brazil this restriction will only be for people 18 years old and over; and (ii) with respect to people in Japan this restriction will only be for people 20 years old and over unless they have the consent of a parent or legal guardian). By accessing or using the Platform, you confirm that you are over the relevant age specified above. If we learn that someone under the relevant specified age is using the Platform, we will terminate that user's account. In addition, if you are under the age of 18 (the age of 20, in the case of Japan), you confirm that you possess legal parental or guardian consent for accessing or using the Platform, and are fully able and competent to enter into, abide by, and comply with the Terms.

e. **No Waiver.** Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.



f. Security. We do not guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access our Platform. You should use your own virus protection software.

g. Severability. If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.

Any Questions? Get in touch at [info@qwantumdata.com](mailto:info@qwantumdata.com).

## Supplemental Terms – Jurisdiction-Specific

Brazil. If you are using our services in Brazil, the following additional terms apply:

- Applicable Law and Jurisdiction. These Terms, their subject matter and their formation, are governed by Brazilian law. You and we both agree that the courts of Brazil will have exclusive jurisdiction.
- Parental and Guardian Consent. If you are over the age of 16 but under the age of 18, you declare that you had the consent of your parent or legal guardian to use the Services or to register an account on the Services.

European Union. If you are using our services in the European Union, the following additional terms apply:

- Applicable Law and Jurisdiction. These Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England will have exclusive jurisdiction.

Japan. If you are using our services in Japan, the following additional terms apply:

- Applicable Law and Jurisdiction. You and we both agree that Tokyo District Court will have exclusive jurisdiction.
- Limitation of Liabilities. No limitation of liabilities set out in Section 10 above shall not be applicable to the extent any loss or damage is incurred by you as a result of our willful misconduct or gross negligence.
- Parental and Guardian Consent. If you are over the age of 16 but under the age of 20, you declare that you had the consent of your parent or legal guardian to use the Services or to register an account on the Services.

US. If you are using our services in the United States, the following additional terms apply:

- Applicable Law and Jurisdiction. These Terms, their subject matter and their formation, including any arbitration proceeds outlined below, are governed by New York law.
- ARBITRATION AND CLASS ACTION WAIVER

- This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure described below.
- Informal Process First. You agree that in the event of any dispute between you and QwantumData, you will first contact QwantumData and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.
- Arbitration Agreement. After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of QwantumData's services and/or products, including the Services, or relating in any way to the communications between you and QwantumData or any other user of the Services, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to you and QwantumData. However, this arbitration agreement does not (a) govern any Claim by QwantumData for infringement of its intellectual property or access to the Service that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this arbitration agreement within thirty (30) days of the first of the date you access or use this Service by following the procedure described below.
- You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and QwantumData are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of these Terms.
- If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to [info@qwantumdata.com](mailto:info@qwantumdata.com).
- The arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Services on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.
- Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual and have not accessed or used the Service on behalf of an entity, we will reimburse those fees for claims where the amount in dispute is less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.
- The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

- If you do not want to arbitrate disputes with QwantumData and you are an individual, you may opt out of this arbitration agreement by sending an email to [info@qwantumdata.com](mailto:info@qwantumdata.com) within thirty (30) days of the first of the date you access or use the Service.
  - Class Action Waiver: Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.
  - If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and QwantumData each waive any right to a jury trial.
- Removal of Infringing Materials – Digital Millennium Copyright Act Policy
    - Anyone who believes that his or her work has been reproduced in the Services in a manner which constitutes copyright infringement may submit a report to QwantumData's copyright system in accordance with the Digital Millennium Copyright Act (the "DMCA").
    - You can access QwantumData's copyright system by visiting [ScrEad.com/copyright](http://ScrEad.com/copyright), clicking on "Copyright" at the bottom of each ScrEad web page, or by going to [ScrEad.com/reportcopyrightinfringement](http://ScrEad.com/reportcopyrightinfringement), clicking on "Report Copyright Infringement" at the bottom of each ScrEad web page.
    - While filing your report, you will need to provide the following information:
      - identification of the copyrighted work that is claimed to be infringed;
      - identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Services;
      - information for our copyright agent to contact you, such as an address, telephone number, and, if available, email address;

- a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
  - a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
  - a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.
- If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, “trademark”) by noting this in your submission. You acknowledge that if you fail to comply with all of the requirements for a notice of infringement as specified above, your DMCA notice may not be valid.
  - Our agent for DMCA notice of claims of copyright infringement on the Website can be reached as follows:

By postal mail:

QwantumData

Attn: Legal Support, DMCA Complaints

Address: Sint-Elisabethgaarde 2a, 7103 ZZ, Winterswijk, Netherlands

Please place “Legal Support, DMCA” in the Subject Header.

QwantumData will respond expeditiously to claims of copyright infringement using the Services that are reported to QwantumData’s copyright agent in the notification explained above. It is QwantumData’s policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Services who repeatedly infringe copyrights or intellectual property rights of others.

- If you believe that your User Content that was removed (or to which access was disabled) after we received a notice of copyright infringement is not actually infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information through QwantumData’s copyright system: (1) your physical or electronic signature (with your or your organization’s full legal name); (2) your name, primary email address, address, country, telephone number, or other forms of materials that can serve as identifications; (3) a counter notice that, besides providing the title and link to your content, clearly states that you believe your content did not commit copyright infringement, and was removed or disabled as a result of mistake or a misidentification of the content, and requests that ScrEad restores the content that has been removed or restricted; (4) materials supporting your claim that your content has fully complied with our copyright regulations; (5) confirmation that everything you’ve submitted is true and valid.

- If a counter-notice is received by QuantumData's Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it. Unless the original complaining party files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in ten business days or more after receipt of the counter-notice, at QuantumData's sole discretion.
- Please understand that filing a counter-notification may lead to legal proceedings between you and the complaining party to determine ownership. Be aware that there may be adverse legal consequences in your country if you make a false or bad faith allegation by using this process.
- California Consumer Rights Notice. Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at the contact information set forth at [https://www.dca.ca.gov/about\\_us/contactus.shtml](https://www.dca.ca.gov/about_us/contactus.shtml).
- Exports. You agree that you will not export or re-export, directly or indirectly the Services and/or other information or materials provided by QuantumData hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.
- U.S. Government Restricted Rights. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.
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