



## RETAILPOINT® Privacy & Security Statement

Effective August 01, 2011

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If you believe that you hold a claim of copyright infringement against RetailPoint, LLC, submit notice of your claim to the following:

**Address:**

RetailPoint , LLC  
Legal Department  
1316 Commerce Dr.  
New Bern, NC 28562

**E-Mail:**

legal@retailpoint.com

To be effective, the notification of your claim of copyright infringement should be written and should include the following:

A statement that you are the owner of the exclusive right you claim has been infringed, or a statement that you are authorized to act on behalf of the owner of an exclusive right that has allegedly been infringed.

A statement, under penalty of perjury, that the information in the notification is accurate.

Your signature. (The signature may be either physical or electronic.)

The identification of the copyrighted work you claim has been infringed. (If you claim that multiple copyrighted works have been infringed you can submit one notification with a list of the allegedly infringed works.)

Identification of the material that you claim to be infringing and information reasonably sufficient to permit RetailPoint, LLC to locate the material.

Information reasonably sufficient to permit RetailPoint, LLC to contact you, including your address, telephone number, fax number and, if available, an electronic mail address. You can provide contact information for the owner of the exclusive right that you claim has been infringed if you are not the owner, but rather authorized to act on behalf of the owner.

A statement you have 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.

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## Privacy Statements

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hyperlinked web site or (ii) resulting from content you supply.

### **Applicable Laws**

All matters relating to your Holdings to and use of the Site shall be governed by U.S. federal law or by the laws of the State of North Carolina without regard to its conflict of laws provisions. Any legal action or proceeding relating to your Holdings to or use of the Site shall be instituted in a state or federal court in the exclusive jurisdiction of the courts located within the city of New Bern, North Carolina.

Notwithstanding this, you agree that RetailPoint, LLC shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

If there is a determination that any provision of these Terms of Use is invalid or unenforceable, that determination will not affect the rest of the Terms of Use and the Terms of Use shall be deemed amended to the minimum extent necessary to make them valid and enforceable.

### **Contact Information**

If you have any questions regarding these Terms of Use, please contact RetailPoint at [legal@retailpoint.com](mailto:legal@retailpoint.com).