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- c) 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;
- d) Information reasonably sufficient to permit us to contact the complaining party;
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- f) 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.

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Attn: Copyright Agent  
Phone: 719-314-3400, ext. 3416  
Fax: 719-314-3499  
Email: [info@mbshome.com](mailto:info@mbshome.com)

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Notwithstanding anything herein to the contrary, you agree not to frame the MBS Network or take other action that alters the visual presentation of the MBS Network. You also agree not to link to the MBS Network without prior, written approval from MBS. To obtain approval for a link, please send a detailed email request to [info@mbshome.com](mailto:info@mbshome.com). Receiving approval to link will grant you only a limited, revocable, non-exclusive, non-transferable license to link to the home page of the applicable MBS Network web site.



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You are solely responsible for any dealings with third parties (including advertisers) listed in or accessible via the MBS Network, including the delivery of and payment for goods and services.

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These Terms of Use shall be governed by and construed in accordance with the laws of the State of Colorado, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado. Any action, proceeding, dispute, claim or controversy arising out of or relating to the MBS Network or these Terms of Use shall be brought exclusively in the United States District Court for the District of Colorado or the District Court in and for the City and County of Denver, State of Colorado. Each party hereby agrees that such courts shall have *in personam* jurisdiction and venue with respect to such party and each party hereby submits to the *in personam* jurisdiction and venue of such courts and waives any objection based on inconvenient forum.

### 10. Complete Agreement; Changes to the Terms of Use

These Terms of Use and the documents referenced herein contain the complete agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings, written or oral. MBS shall have the right to revise and modify these Terms of Use at any time by posting the revised Terms of Use on the MBS Network. Any use of the MBS Network by you after such posting shall be deemed to constitute your acceptance of the revised Terms of Use.

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### 12. Indemnification

You agree to defend, indemnify, and hold harmless MBS, its officers, directors, employees, members, contractors, agents, representatives, and affiliates from and against any claims, actions, demands, liabilities, damages and expenses, including without limitation, reasonable attorney's fees and costs of investigation, arising out of or in connection with (a) your violation of any term of these Terms of Use, (b) your use or misuse of the MBS Network or other act or omission by you, or (c) with respect to any claim of defamation, invasion of privacy, right of publicity, unfair competition, infringement of a third person's intellectual property or other proprietary rights or obscenity relating to your Submissions and/or use of the MBS Network. MBS reserves the right to participate in such defense and settlement with its own counsel at its own expense. In no event shall you enter into any settlement that purports to bind MBS without MBS's prior written consent, not to be unreasonably withheld or delayed. MBS shall provide you reasonably prompt notice of any such claim and shall reasonably cooperate with you in the defense and/or settlement of such claim at your sole expense.

### 13. Termination

MBS may terminate access to the MBS Network at any time. Upon termination, you agree to cease all use of the MBS Network. Without limiting the foregoing, MBS shall have the right to immediately terminate your access and use of the MBS Network, or any portion of the MBS Network, in the event of any conduct by you, or through your account, which MBS, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of these Terms of Use. The provisions of Sections 1, 4, 5, 8, 9, 12 and 13 shall survive and continue in force and effect, in addition to any other provision of these Terms of Use that by its nature is intended to survive.

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### 15. Questions

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