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Using this website to defame or libel Flo Music, its employees or other individuals or acting in such a way that brings into disrepute the good name of Flo Music;

Uploading files that contain viruses that may cause damage to the property of Flo Music or the property of other individuals; and

Posting or transmitting to this website any non-authorized material including but not limited to material that is in our opinion likely to cause annoyance, detrimental to or in violation of Flo Music's or any third party's systems or network security, libelous, defamatory, racist, obscene, threatening, pornographic, profane or is otherwise unlawful.

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If Flo Music permits or makes available to you the ability to: (a) upload content to the website via your mobile telephone and/or tablet ("mobile device"), (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse the site from your mobile device or (d) to access features through a mobile application you have downloaded and installed on your mobile device (collectively "Mobile Services"), your mobile carrier's standard data, Internet, messaging and other service fees and charges apply to your use of, and access to, the Mobile Services, and you are solely responsible for all such fees and charges. The Mobile Services may not be compatible with all mobile devices, carriers, and services, and Flo Music does not make any representations or warranties regarding such compatibility. You are solely responsible for ensuring that your mobile device is compatible with the type of content being provided through the Mobile Services. You understand that content delivered as part of the Mobile Services may be delivered to your device through premium mobile services and acknowledge that you are solely and exclusively responsible for any charges for such services, including but not limited to any roaming charges.

You may be given the option to register to receive commercial messages from Flo Music via your mobile device. You understand that you may be charged by your wireless service provider in connection with the receipt of such messages. You may "opt out" of receiving future messages by following the instructions provided (i) in the wireless messages or (ii) on the website where you registered to receive such messages.

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### **13. Legal notice update**

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these and new additional information.

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Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent for this site in the manner described below:

By Mail:

**Space Monkey, LLC**  
**ATTN: Legal Department, DMCA Copyright Notices**  
**1401 Eva St. #404**  
**Austin, TX 78704**

By Email:

alex@flomusic.com

For your complaint to be valid under the DMCA, you must provide all of the following information when providing notice of the claimed copyright infringement:

A physical or electronic signature of a person authorized to act on behalf of the copyright owner;

Identification of the copyrighted work claimed to have been infringed;

Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit Flo Music to locate the material;

Information reasonably sufficient to permit Flo Music to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address;

A statement that 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 law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).

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In the event of any conflict between these abbreviated terms and the Full Terms below, the Full Terms shall be deemed to apply.

### **Full Terms:**

#### **Eligibility and registration**

As part of the registration process (if one is required), you will be asked to select a username and

password and you will be responsible for all activities occurring under your username and for keeping your password secure. We may refuse to grant you a username that impersonates someone else, is or may be protected by trademark or proprietary rights law, or is vulgar, offensive or otherwise inappropriate, as determined by us in our sole discretion. You are solely responsible for any and all uses of your username, password, and account.

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By acceptance of these User-Generated Websites Terms and Conditions, you agree that any information you provide about yourself is accurate and complete information at the time provided. In particular, you represent that you are 18 years of age or older. In addition, you agree to update any information provided to User-Generated Websites to keep it accurate and complete. If you become a member of a User-Generated Website, your failure to accurately and completely provide, and timely update, information about yourself is reasonable grounds for suspension or termination of your membership.

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send messages or post comments; or submitting false or misleading information.

While Flo Music prohibits such conduct and content on its User-Generated Websites, you understand and agree that you nonetheless may be exposed to such Materials and that you use User-Generated Websites at your own risk.

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Flo Music employs both internal and external resources which may have developed or may in the future develop ideas identical or similar to your Submissions and that Flo Music is only willing to consider the Submissions on these terms.

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The Materials you submit are original and created by you; and

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That infringes any third party's copyright, patent, trademark, trade secret, rights of publicity rights of privacy, moral rights or any other applicable personal or proprietary rights;

That encourages or advocates any unlawful or unauthorized behavior or activity or violates any law, statute, ordinance or regulation;

That are offensive, obscene, vulgar, or is inappropriate for a public, family-friendly forum;

That are, or may be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, threatening or harassing to any individual or entity;

That include any information that references third party websites, addresses, email addresses, contact information or phone numbers; or

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**Changes to Terms of Use**

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Last Updated: December 29, 2015

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