

Website Terms of Use

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SECTION 1:

THE AGREEMENT

Welcome to Corlinc.com. This document explains your rights and obligations while engaging in any activity on the Corlinc.com website, or on its web pages, or any of its communities (collectively, the "Website") operated by Corlinc ("Corlinc", "company", "us", "we", or "our"). These Terms, including any and all documents, websites, rules, and policies referenced herein (collectively, the "Terms"), including but not limited to the Privacy Policy, constitutes the entire agreement between us and you with respect to the matters referred to herein and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters. The Website is offered to you conditional on your acceptance without modification of the terms.

By using the Website, you signify that you, the User, have read and understand our Terms. You represent and warrant that you possess the legal right, capacity and ability to agree to these Terms and use the Website in accordance with them. If you are an individual, or if you are using the Website on behalf of a corporation or other organization, you represent and warrant that you can agree to the Terms & Conditions on behalf of such organization and all references to "you" throughout this Terms will include such organization, jointly and severally with you personally. Your use of the Website constitutes your agreement to all such Terms and Conditions. Please read these terms carefully and keep a copy of them for your reference. You agree that by registering on Corlinc, or by using our website, you are entering into a legally binding agreement with Corlinc, PO Box 11824, Spokane Valley, WA 99211.

While we have endeavored to keep this as short and simple to understand as possible please read it carefully because you are bound by its content when using the Website and it contains important information regarding your legal rights, remedies and obligations. These include, but are not limited to, various limitations and exclusions, and indemnities.

CHANGES TO TERMS

Corlinc reserves the right, in its sole discretion, to change the Terms under which our Website is offered. The most current version of the Terms will supersede all previous versions. Corlinc encourages you to periodically review the Terms to stay informed of our updates.

Revisions—From time to time, we change our content, products and services which may require us to update our Terms & Conditions accordingly. Your continued use of the website following the publishing of any changes to this Terms & Conditions means you accept such changes. This policy was last updated on 14 September, 2018.

DISCLAIMER OF LIABILITIES, WARRANTIES AND ASSUMPTION OF RISK

Corlinc facilitates the creation of online, interactive, marketing and ecommerce communities (the "Communities"). The website was designed as a business solution providing businesses and organizations a community platform to engage with and market to their audience. Each Community includes a hosted eCommerce store.

The Website contains a lot of information and content. Some of it we created ourselves, some of it is created by third parties and guest contributors, and a portion has been created by our visitors. We implore you to be very careful when using the visitor-contributed information like messages, or comments on articles and posts. While we make every reasonable effort to ensure accuracy of our information and content prior to posting publicly we cannot guarantee full accuracy of third-party contributors or visitor-contributions, and you acknowledge and agree that:

1. all use of the website provided by us is at your own risk;
2. the website may contain links to other websites, which are provided solely as a convenience to you and the inclusion of any such link does not imply endorsement, investigation or verification by us of such websites or the information contained therein; and,
3. the website provided under these terms and conditions is provided on an “as is” and “as available” basis.

Your use of the Corlinc platform, any products or services offered through the Corlinc platform, and all network code, platform code, Corlinc themes, third-party software, non-Corlinc code, and content (including third-party content), are at your sole responsibility and risk. The information, software, products, and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Corlinc and/or its suppliers may make improvements and/or changes in the site at any time.

Corlinc and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, tax services, and related graphics contained on the site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, tax services and related graphics are provided “as is,” “with all faults,” and without warranty or condition of any kind. Corlinc and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Any material downloaded or otherwise obtained through the use of the Corlinc platform is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from Corlinc or its successors, affiliates, contractors, employees, suppliers, licensors, partners or agents, or through or from the Corlinc platform (including through customer support) shall create any warranty not expressly stated in the terms. We make no conditions, warranties or representations about the suitability, reliability, usability, security, quality, capacity, performance, availability, timeliness or accuracy of the website or any other products supplied under these terms and conditions. We expressly disclaim all conditions, warranties and representations, express, implied or statutory, including implied conditions or warranties of merchantability, fitness for a particular purpose, durability, title and non-infringement, whether arising by usage of trade, by course of dealing, by course of performance, at law, in equity, by statute or otherwise howsoever.

Notwithstanding any other provision of our Terms, to the furthest extent permissible by law, in no event will we, our affiliates, or our controlling parties, agents, employees, suppliers, resellers and distributors (collectively, in these capitalized sections, “we” or “us”) be liable for any direct, indirect, punitive, incidental, special, consequential damages, losses, costs or other expenses or any damages, losses, costs or other expenses whatsoever including, without limitation, damages, losses, costs or other expenses for loss of use, data or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if Corlinc or any of its suppliers has been advised of the possibility of damages, losses, costs or other expenses.

Some jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. In such circumstances, to the extent that such prohibitions prohibit any exclusions and limitations in these terms and conditions, such exclusions and limitations will not apply to you strictly to the extent necessary to make these terms and conditions consistent with such prohibitions. If you are dissatisfied with any portion of the site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the site.

SECTION 2:

CONDITIONS

PRIVACY

You acknowledge that you have read the Privacy Policy located on the Website at <https://Corlinc.com/legal/privacy-policy> (herein the “Privacy Policy”), as it may be updated from time to time, and also governs the Website and informs users of our data collection practices. You hereby consent to the collection, use and disclosure by us of your personal information (whether previously collected or to be collected) for the purposes identified therein. You also consent to our use of such personal information in accordance with the Privacy Policy, which is incorporated herein by reference, and forms an integral part of these Terms.

Third-party Accounts

You will be able to connect your Corlinc account to third-party accounts, including but not limited to social media networks. By connecting your Corlinc account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

INTERNATIONAL USERS

The Service is controlled, operated and administered by Corlinc from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Corlinc Content accessed through our Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

PROPRIETARY RIGHTS

Content—means all materials and content, including designs, editorial, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work.

Our Content—Except where expressly stated otherwise, all right, title and interest in and to the Website and all Content, source code, processes, designs, technologies, URLs, domain names, marks and logos forming any part of the Website (collectively, “Our Content”) is fully vested in us, our licensors or our suppliers and are protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws. You agree that Our Content is licensed subject to the terms of these Terms and Conditions, including the disclaimers and limitations of liability herein. Nothing in your use of the Website or these Terms and Conditions grants you any right, title or interest in or to Our Content except the limited right to use the Website as set out in these Terms and Conditions. Unless otherwise expressly authorized by us in writing, you agree not to,

1. copy, modify, deep link, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in Our Content
2. distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code, of Our Content, to the maximum extent that such prohibition is permitted by applicable law
3. remove any proprietary notices or labels on or in Our Content, or
4. allow any other person or entity to engage in any of the foregoing.

Your Content—We do not claim ownership of any Content that you post, upload, input, provide, submit or otherwise transmit to us, or any third party, using the Website (collectively, “Your Content”); however, you agree that by posting, uploading, inputting, providing, submitting, entering or otherwise transmitting your Content to us or any third party using the Website:

1. **License to Us**—you have thereby granted us a royalty-free, non-exclusive, worldwide, fully paid-up limited license to use, copy, distribute, transmit, display, edit, delete, publish and translate Your Content to the extent reasonably required by us to provide the Website to our customers or to ensure adherence to or enforce the terms of these Terms and Conditions,
2. **Your Warranty to Us**—you will have thereby confirmed, represented and warranted to us that you have all rights, titles and interests, as well as the power and authority necessary, to grant the license to Your Content set out above, and
3. **Your Indemnity of Us**—you will indemnify and save us harmless from and against any liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever incurred by us relating to or arising from Your Content, including instances where the Your Content
 - a. infringes any Third-Party Content or other third-party intellectual property rights, or
 - b. is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful.

THIRD-PARTY CONTENT AND WEBSITES

Third-Party Content—accessed or available through the Website or the Internet may be owned by other parties, identifiably not you or us and may be protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Website or these Terms grants you any right, title or interest in or to this Third-Party Content except for the limited right to use the Website as set out in these Terms.

The Website may contain links to third-party content on other websites (collectively in this subsection, the “content”) operated by parties other than you or us (collectively in this subsection, the “Third-Party”, “they”, “their”, or “them”). This third-party content is not under the control of Corlinc and we are not responsible for any content on third-party websites, including without limitation any URL link contained on them, or any changes or updates they make. Their content may be made available on our Website by us, a third-party contributor, or a visitor-contribution only as a convenience. The inclusion of any of their content does not imply endorsement by Corlinc and we are under no obligation to verify the accuracy of their contents, and we do not endorse, warrant, promote or recommend any services or products that may be offered by or accessed through such content or the operators of them.

Certain services made available on the Websites are delivered by third-party sites and organizations. By using any product, service or functionality originating from our domain, you hereby acknowledge and consent that Corlinc may share such information and data with any third-party with whom Corlinc has a contractual relationship to provide the requested product, service or functionality on behalf of our users and customers.

RIGHT TO MONITOR APPROPRIATE USE OF OUR WEBSITE

Corlinc has the right to investigate and take actions against complaints or violations regarding the appropriate nature of content contained on the Website. We have the right, but not the obligation, to review, screen or edit any User Contribution. Actions may include, but are not limited to: a) removal of or refusal to post any User Contributions for any reason; (b) take any action with respect to User Contributions that we deem necessary or appropriate; (c) disclose your identity or other information about you to any third-party who in our opinion reasonably claims that material posted by you infringes their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; (e) terminate or suspend your subscription and access to all or part of the Website.

Law Enforcement—Corlinc has the right to fully cooperate with law enforcement authorities requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. We do not review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. We assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third-party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

AVAILABILITY OF AND ACCESS TO SERVICES

Corlinc will make every effort to provide continuous availability and access to Services. In the event that we are unable to provide access for reasons beyond our control, we will communicate the reasons for the outage and expected duration of the outage clearly and explicitly to our subscribed users. These outages could be due to third parties that the Service depends on, such as, but not limited to Amazon AWS or other third-party service providers. Also, while we will make commercially reasonable attempts to backup all Customer data, in the event of recovery from disaster, the Customer may have to reconfigure the Service to get it back to the state it was in before the outage. Corlinc and its third-party service providers have implemented and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (a) ensure the security and confidentiality of Customer data in Corlinc's and/or its third-party service provider's custody and control; (b) protect against anticipated threats or hazards to the security or integrity of Customer data; (c) protect against unauthorized access to or use of Customer data; (d) encrypt Customer's Content and data during transmission by Corlinc and its third-party service providers and when being uploaded by Customer for use in connection with the Services using an https connection; and ensure that Corlinc's return or disposal of Customer data is performed in a manner consistent with the foregoing. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures to access your data for improper purposes. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, confidential information and property.

CORLINC ALL RIGHTS RESERVED

Corlinc retains the right over all content, products, and services published on its site or in its hosted Communities. This shall include control over design, functionality, appearance and all aspects related to its site and/or services contained therein. Corlinc also retains the right to refuse to list, or suspend listing, of any product or service in its sole discretion. Orders in process that are determined by Corlinc to violate any terms or conditions of this agreement must be stopped and/or cancelled at the Seller's expense, including a full refund to the Buyer.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Corlinc, its officers, directors, employees, successors, subsidiaries, affiliates, co-branders, contractors, employees, third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives, from and against any third-party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys' fees) arising out of or relating to: your use or misuse of any services offered by Corlinc; your use or misuse of, or connection to, the Corlinc platform or any services offered by the Corlinc platform; your use or misuse of your code, your content, your data and/or your network; your use or misuse of any non-Corlinc code or third-party applications; your breach or alleged breach of this Agreement; your use or misuse of any User Data or Network Data, including in violation of Corlinc's Privacy Policy; your violation of any rights (including intellectual property rights) of a third party; and your breach or alleged breach of any agreement or policy between you and other Users.

Corlinc reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Corlinc. Corlinc will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

SECTION 3:

AGREEMENT BETWEEN USER AND CORLINC.COM

THE CORLINC PLATFORM

Corlinc provides a Community marketing and eCommerce platform for third-party sellers ("Sellers") and buyers ("Buyers") to negotiate and complete transactions. Corlinc is not involved in the actual transaction between Sellers and Buyers, (except as described in Section 3: Merchant Fees in your Store). As a Corlinc Community Owner and/or Sub-Community Owner and optional Marketplace Seller, you are encouraged to list your products and services in your eCommerce Store. Without limitation, you may not list any item or link or post any related material that (a) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights (including rights of publicity or privacy); (b) constitutes libel or slander or is otherwise defamatory; or (c) is counterfeited, illegal, stolen, or fraudulent. As a Corlinc Marketplace Seller, it is your responsibility to accurately describe any products or services that you have for sale. As a Seller, you use the Website and the Services at your own risk.

No Agency

As a Corlinc Marketplace Seller, you are an independent contractor. As such, nothing in this Website's Terms & Conditions document constitutes a relationship that includes: sales agent, employee, joint venture, agency, partnership or franchise agreement. You or your affiliates may not make any claims to right, privilege or benefit under or in this Terms of Use document. Accordingly, you shall be responsible for payment of all taxes including federal, state, and local arising as a Corlinc Marketplace Seller or Buyer, including by way of illustration but not limited to, federal and state income tax, social security tax, unemployment insurance, and any other taxes or business license fee as required by law.

The Buyer-Seller Relationship: Disputes

As described in the preceding paragraph, Corlinc is not the agent of the Buyer or the Seller for any purpose, (except as described in Section 3: Merchant Fees in your Store). Corlinc will not act as either party's agent in connection with resolving any disputes related to or arising out of any transaction. We encourage Sellers and Buyers to cooperate with each other to effectively resolve any and all disputes.

Member Communications or Sharing of Information

Your Corlinc Community fosters communication and enables the sharing of information within your Community. We reserve the right to, at our sole discretion, close your Community subscription or remove content from your Community if the content violates this Agreement or the intellectual property rights of others. Any information posted or conversations taking place within your Community may be seen and used by other members. Corlinc cannot guarantee confidentiality. Therefore, if you have private information or ideas that should not be in the public realm or can be infringed upon by others, please be aware of the risks and do not post it in your Community. **Corlinc is not responsible for the loss of, or infringement on, your content or information posted in your Corlinc Community.**

Electronic Communications

Visiting the Website, using its communicative functions, or sending emails to Corlinc constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

YOUR ACCOUNT AND ACCOUNT USE

If your use of the Website requires an account identifying you as a user of the Website (an "Account"), then,

Responsibility—you are solely responsible for your Account and the maintenance, confidentiality and security of your Account and all passwords related to your Account, and, any and all activities that occur under your Account, including all activities of any persons (e.g., an attorney, an accountant, an employee, social media manager, contractors, sub-contractor, etc.) who gain access to your Account with or without your permission

Notification—you agree to immediately notify us of any unauthorized use of your Account, any service provided through your Account or any password related to your Account, or any other breach of security with respect to your Account or any service provided through it, and you agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account, and

Accuracy—you agree to provide true, current, accurate and complete customer information as requested by us from time to time and you agree to promptly notify us of any changes to this information as required to keep such information held by us current, complete and accurate.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Corlinc is not responsible for third-party access to your account that results from theft or misappropriation of your account and/or password. Corlinc and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. You also agree that Corlinc can store electronic records information related to your use of our services.

Corlinc does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use our Website only with permission of a parent or guardian. Use of Corlinc’s community platform and services is limited to parties that lawfully can enter into and form contracts under applicable law. To register, you must provide your real name, address, phone number, and e-mail address. You are not allowed to misrepresent yourself in any form or fashion. Purchases must be made with a valid credit card. You represent and warrant that: (a) if you are a business, you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for the Services within such country; (b) any information provided by you or your affiliates is at all times accurate and complete; and (c) you have all right, power and authority to enter into this Agreement and perform your obligations hereunder.

Use by Member Roles & Permissions

You agree that, if a “Subscription Manager”, “Content Manager”, “Store Manager”, and/or “Discussions Manager” (collectively “Member Role”) uses the community’s sections within the scope of the permissions of their Member Role, the Member Role is bound as a principal by all terms and conditions herein.

Deletion of Your Account and/or Content

If you delete the account to which Your Content is connected, you acknowledge and agree that we may retain a copy or copies of same for archival or compliance purposes or to otherwise provide the Website to you or others, subject always to your license (i.e. permissions) to use set out herein, and to our Privacy Policy.

YOUR USE AND PARTICIPATION

When you participate on our Websites, you are responsible for what you post. Although we will not screen all contributed content, we reserve the right to remove anything we deem inappropriate, without any possibility of recourse or redress on your part. Be aware that some users will rely on the content of your posts, messages, and other such content (collectively, the “posts”) as provided by you on our Websites. You, and not us, are responsible for your posts, and you hereby fully indemnify us from any claim we might receive from third-parties harmed by your posts.

You agree that we may, without notice or liability, disclose to third-party securities or authorities any of your information or your content, monitor use of the Website and monitor, review and retain your posts if we believe in good faith that such activity is reasonably necessary to ensure adherence to or enforce the Website Terms, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect us or others.

If we receive a complaint relating to the use of the Website by you, you acknowledge and agree that we may, in our sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend or terminate any service involved, or remove your content from our servers.

Lawful Use

You will ensure that:

1. you only use the Website for lawful purposes, and
2. if at any time you become aware of any violation, by any person or entity, of any part of these Terms and Conditions, you will immediately notify us and provide us with assistance, as requested, to stop or remedy such violation.

You are granted a non-exclusive, non-transferable, revocable license to access and use our Website strictly in accordance with these terms of use. As a condition of your use of the Website, you warrant to Corlinc that you will not use the Website for any purpose, or sale of goods, that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

Prohibited Conduct

Without limiting the generality of any other restriction in these Terms and Conditions, you agree that you will not, in connection with the Website, directly or indirectly do or permit any of the following:

1. post, upload, reproduce, distribute or otherwise transmit any Content (defined below) that is unauthorized or unsolicited commercial communications, junk or bulk communications or other "spam" (whether or not using e-mail services, including instant messaging, blog or comment spam) or is otherwise duplicative or unsolicited, contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component,
2. is defamatory, infringing, or unlawful,
3. is inappropriate, obscene, indecent materials or information without suitable or lawfully-required access controls (which controls will in no event be our responsibility),
4. gives rise to civil liability, or otherwise violates the rights or assists others to violate the rights of us or any third party, such violations including engaging in copyright infringement, invasion of privacy, trademark infringement or defamation; or
5. constitutes a criminal offense, or otherwise engages in or assists others to engage in any criminal offense, including communicating hatred, pyramid selling (does not extend to MLM), unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography; or
6. engage in threats, harassment, intimidation, stalking or abuse or any conduct that violates the legal rights of others, including the rights of minors and rights relating to privacy and publicity;
7. scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;
8. forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Website;
9. impersonate or falsely represent your association with any person, including a representative of us;
10. disrupt or threaten the integrity, operation or security of any Website, any computer or any Internet system;

11. disable or circumvent any access control or related process or procedure established with respect to the Website;
12. sublicense, share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes (except for your internal business purposes), any portion of, use of or access to, any Website, except where expressly authorized by us; or
13. extract, gather, collect, or store personal information about others without their express consent.

Intellectual Property

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of Corlinc or its suppliers and partners and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. Corlinc content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Corlinc and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Corlinc or our licensors or partners except as expressly authorized by these Terms.

TERMINATION/ACCESS RESTRICTION

Corlinc reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington and you hereby consent to the exclusive jurisdiction and venue of courts in Washington in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that nothing in this Website Terms of Use document constitutes a relationship that includes: sales agent, employee, joint venture, agency, partnership or franchise agreement. Corlinc's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Corlinc's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Corlinc with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Corlinc with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Corlinc with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

SECTION 4:

SUBSCRIPTION FEES, BILLING CYCLES AND SUBSCRIPTION CHARGEBACKS

You agree to pay all fees applicable to your online subscription (“Subscription Fees”) and all other applicable fees including, but not limited to, fees relating to the processing of transactions related to and under your Subscription including, but not limited to, credit card processing fees and Corlinc store transaction fees (“Transaction Fees”), and all fees relating to your purchase of any additional products or services (“Additional Services”) or Third-party Services (“Third-party Services”). Combined, the Subscription Fees, the Transaction Fees, the Additional Services, and the Third-party Services are collectively referred to as Fees.

You must keep a valid credit card on file with us to pay for all incurred and recurring Fees. You authorize Corlinc or its third-party payment providers to charge your credit card, debit card, PayPal, or financial institution account (herein “Payment Method”) for all charges to your accounts with Corlinc until you cancel your subscription or Corlinc terminates it. Corlinc will charge applicable Fees to the credit card account that you authorize (“Authorized Credit Card”), and Corlinc will continue to charge the Authorized Credit Card (or any replacement card) for applicable Fees, including any and all outstanding fees, until the Services are terminated.

Your Subscription Fees will be charged in advance and will be billed in 30-day or 12-monthly intervals depending on subscription method chosen (“Billing Date”). Transaction Fees, Additional Services and Third-party Services will be charged at the time of service. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. All Fees are exclusive of applicable federal, state, international, local fees and taxes.

Corlinc is required to collect sales tax on all Subscription Sales that occur in states where our subscriptions are taxable. Please note that you may be required to pay sales tax and file a sales tax return for certain purchases made from Corlinc, even if your order does not include sales tax charges. Any applicable taxes are based on the rates applicable to the billing address you provide to us. Please consult your city, county and state sales tax authorities to determine whether you are required to pay sales tax on any purchases made from Corlinc. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such a certificate.

SUBSCRIPTION FEE AND TRANSACTION FEE CHARGEBACKS

Charges for the Subscription Fees, Transaction Fees, and Additional Services will appear on credit card statements as follows: “Corlinc”. You, as the owner of a Community (“Community Owner”), and your affiliates and partners, as owners of your Sub-Community (“Sub-Community Owner”), agree that, prior to contacting a credit card company in relation to charge disputes (“Chargeback”), that You, as (“Community Owner”), and your (“Sub-Community Owner”), will first contact Corlinc to verify the charges and the manner of billing. You, as (“Community Owner”) and your (“Sub-Community Owner”), agree that any Chargeback by a credit card company, for whatever reason, whether by you as (“Community Owner”) or by any (“Sub-Community Owner”) below your Subscription is a material breach of this Agreement. The cost for a Chargeback to Corlinc is \$25.00 and is a charge for which you agree to be jointly and severally liable to make Corlinc whole.

You agree and acknowledge that Corlinc may suspend your access to your Community, your Community URL, and the access of any of your customers to your Community until all payment owed is brought current. Your rights to, and control over these accounts and services, may be reinstated solely at the discretion of Corlinc.

ACCEPTED PAYMENT TYPES

For subscriptions, Corlinc accepts Visa, MasterCard, American Express, JCB, Discover, and Diners Club.

MONTH-TO-MONTH SUBSCRIPTIONS

At the conclusion of your 14-day Free Trial, your Monthly billing cycle will begin, and you will be billed and charged, to the payment method you have provided, in advance for the following month. Thereafter, your subscription billing will automatically renew, on your renewal date, unless you cancel prior to your renewal date or a maximum of 30-days post renewal. Your subscription begins as soon as payment is processed. Subscription renewal rates are subject to change, but we will always notify you in advance. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged.

If you add additional Communities or Sub-Communities to your account (or if you choose that they are billed directly), you/they (as specified) will be billed and charged, to the payment method you/they have provided, in advance for the following month. Thereafter, your subscription billing will automatically renew, on your renewal date, unless you cancel prior to your renewal date or a maximum of 30-days post renewal. Your subscription begins as soon as payment is processed. Subscription renewal rates are subject to change, but we will always notify you in advance. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged.

Sub-Community subscriptions are only available on a month-to-month subscription basis. Community Owner and/or Sub-Community Owner Subscription fees auto-renew on the anniversary of your subscription date, unless cancelled in writing.

CANCELLATION/REFUND POLICY FOR MONTHLY SUBSCRIPTIONS

We never want to lose a great customer, but if you cancel within the first 30 days, we will give you a full refund. Cancellations on monthly subscriptions will take effect at the end of the monthly cycle you are in. With that exception, Corlinc does not provide refunds. Please contact: support@Corlinc.com with any questions.

ANNUAL SUBSCRIPTIONS

At the conclusion of your 14-day Free Trial, if you select Annual billing, your Annual billing cycle will begin and you will be billed and charged, to the payment method you have provided, one full year in advance at the discounted annual rate posted on the website. Thereafter, your Annual subscription billing will automatically renew, on your renewal date, unless you cancel prior to your renewal date or a maximum of 30-days post renewal. You will be charged the annual rate stated at the time of purchase as one lump sum, plus applicable taxes. Subscription renewal rates are subject to change, but we will always notify you in advance. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged.

If you add additional Communities or sub-Communities to your account (or if you choose that they are billed directly) you/they (as specified) will be billed and charged, to the payment method you/they have provided, one full year in advance at the discounted annual rate posted on the website. You/they will be charged the annual rate stated at the time of purchase as one lump sum, plus applicable taxes. Thereafter, the Annual subscription billing will automatically renew, on your/their renewal date, unless you cancel prior to your renewal date or a maximum of 30-days post renewal. Your/their subscription begins as soon as payment is processed. Subscription renewal rates are subject to change, but we will always notify you beforehand. Your subscription fee is subject to change after the first year, but we will always notify you in advance. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. There is a 7-day (seven) grace period for payment of Fees prior to interruption of service.

CANCELLATION/REFUND POLICY FOR ANNUAL SUBSCRIPTIONS

If you cancel within 30 days of your order, you will be fully refunded. Should you cancel after 30 days, your payment is non-refundable and your service will continue until the end of your contracted term. Cancellations can be made at any time by contacting support@Corlinc.com.

BASIC MEMBERSHIP

Basic Corlinc Accounts (accounts with no active subscriptions) and Memberships to Corlinc or to Corlinc Owner Communities are FREE. Community Owners may require a subscription at the community level. This is at the discretion of the Community Owner.

COMPLIANCE WITH LAW

Use of the Corlinc Community marketing and eCommerce platform must conform with all local, state and federal laws, statutes and regulations and may be used only for lawful purposes. Registration under a false name or the use of an unauthorized credit card is strictly prohibited. The following items are also strictly prohibited: a) illegal, counterfeit, or stolen items; b) products, listings, or promotion of hatred based upon: race, religion, ethnicity, disability, gender, or sexual orientation; c) support or promotion of acts of violence or harm toward yourself or others; and d) support or promotion of illegal activities.

Corlinc has the right to report any violation of law, or suspected violation of law, to appropriate law enforcement officials, regulators or other third parties. In the pursuit of cooperation with such authorities we have the right to disclose requested appropriate information, which may include (but is not limited to) user details, account information, content and IP information.

SECTION 5:

SELLERS IN THE CORLINC MARKETPLACE

COMMUNITY STORE REGISTRATION/SETUP

If you are a Seller in the Corlinc Marketplace, you must fill out the form (included when you set up your Community Store online), identifying collection settings for the jurisdictions in which you expect to collect taxes.

COMMUNITY STORE REFUNDS

You are responsible for calculating refunds of all taxes and other transaction-based charges you collect using our third-party TaxJar software in conjunction with your payment processing account.

RULES OF THE ROAD FOR A CORLINC MARKETPLACE SELLER

Corlinc endeavors to create an eCommerce marketplace for Seller Communities that encourages a fair and pleasant trading environment. We want you to be successful! It is important that Sellers abide by the following rules in order to make Corlinc a great place to engage with and market to their audience. Your success is our success and the following policies are intended to support that effort.

- Products sold in your store must comply with all laws and regulations. Failure to do so will result in removal of unlawful products from your store or possible cancellation of your Community subscription.
- You may not sell pornographic material or products that promote local, state or federal laws to be broken

- You must maintain current account information
- Do not misrepresent yourself or your products
- We support equality for all Sellers
- We stand behind the protection of intellectual property rights and copyright infringement and reserve the right to immediately disable your site access or remove infringing content until the dispute is resolved
- Conduct business with integrity and good ethics
- Do not promote a product listing that creates search engine SPAM
- All communications with buyers be professional and courteous
- Provide an accurate description of your product listing
- You may not promote pornography or market adult/escort services
- Your Community Name must be a name that you have the right to use. It must accurately identify you, not be misleading nor infringe on the intellectual property rights or trademark or any person or business.
- Product Reviews – This platform is intended to provide honest feedback about products and services. You are not allowed to leave negative reviews in a competitor’s eCommerce store. You also cannot ask buyers to remove negative product reviews; however, you can comment regarding the review.

MERCHANT FEES IN YOUR STORE

Merchant transaction fees are charged to process each transaction through your Community store. All transactions are processed through Stripe’s secure payment gateway to facilitate direct deposits to your account. Stripe payment gateway is a rapid, reliable and secure method of making financial transactions online. As a Seller, you must have a valid Stripe account and email address.

There are 2 tiers of fees attached to your merchant transactions as a Corlinc Marketplace Seller:

1. The Seller is charged a small fee from the Stripe credit card processing gateway to securely handle your payment. Currently, Stripe will charge you a 2.9% transaction fee on the total sale amount plus a \$0.30 fee per transaction. As the buying power of Corlinc continues to grow, your fees will be reduced accordingly. We will always work hard on your behalf to keep fees low.
 - a. International Transactions: (Please refer to your Stripe Agreement for all current rates)
 - i. For U.S. users, all non-U.S. card transactions will be charged an additional 1% fee. The currency conversion for the U.S. is an additional 1% fee. This fee applies only if the charge currency differs from the payout currency.
 - ii. For Canadian users, currency conversion incurs an added 1% fee (if the charge currency differs from your payout currency). All non-Canadian card transactions will be charged an additional 0.6% fee.
2. Corlinc will deduct 2.0% of the transaction amount as a merchant service fee. This is the total amount you will pay to Corlinc for having your own customized store.

Please Note: Corlinc’s transaction fees are nonrefundable, with the exclusion of merchandise returns or refunds.

ACCEPTED PAYMENT TYPES

For store transactions processed through Stripe in your Corlinc store, your business can currently accept all major debit and credit cards from customers in the U.S. and Canada. This includes: Visa, MasterCard, American Express, and Discover.

SECTION 6:

SALES TAX COLLECTION ON CORLINC SUBSCRIPTIONS

Depending on your billing address, Corlinc may collect sales tax on your monthly or annual subscriptions. Corlinc is required by law to collect sales tax in states where we maintain a physical presence, determined by Nexus. Your tax location is determined by the billing address entered with your credit card information. Please ensure that your billing information is correct.

SALES TAX IN THE SELLER MARKETPLACE

TAX COLLECTION BY SELLERS IN THE CORLINC MARKETPLACE

You should consult with a tax or business advisor for specific assistance regarding collection of sales and use tax.

Corlinc is NOT RESPONSIBLE for determining where you do or do not have Nexus. It is important for you to consult with your accountant regarding collection and payment of sales taxes in your state jurisdiction.

Community and Sub-Community Owners that conduct business under a hosted Corlinc account are responsible and liable for determining and collecting the State and Local Sales Tax to be charged in their store. We have integrated TaxJar as a Third-party service provider to collect appropriate sales tax based upon information that you provide and we will also provide a simple printout of transactions. We do not help you with reporting or filing taxes. The following information should be helpful as a guide only.

We recognize that eCommerce sales tax can be a confusing as to: who to charge tax to, when to charge tax, and how you submit the collected sales tax back to the appropriate state. If you sell a product, it is most likely that you will need to charge sales tax. As a merchant, the requirement to charge sales tax is based on "Nexus".

WHAT IS NEXUS?

Nexus, also known as sufficient physical presence, is the determining factor of whether an out-of-state business selling products into a state is liable for collecting the tax on sales in the state. Nexus is created if your company maintains a temporary or permanent presence of people (employees, service people or independent sales/service agents) or property (inventory, offices, warehouses). The temporary presence is created through traveling people visiting states to call on customers or prospects, trade show attendance, or consigned inventory in warehouses. Nexus is created once a substantial physical presence is established. Unfortunately, this is not clearly defined by each state and can vary from 1 day to multiple days in other states. Nexus means a business entity has established a direct or representational presence within a particular state or jurisdiction. This presence gives the state the right to require a company to pay or collect and remit certain taxes.

Before you do anything else, determine which states you will have sales tax Nexus requirements. Make a list of those states and contact the Department of Revenue (or equivalent taxing authority) to determine your obligations.

SALES TAX RESPONSIBILITIES.

Corlinc uses a Third-party tax calculation service called TaxJar to provide tax calculations for sales transactions within Corlinc Community Stores. TaxJar tax calculations are based on Sales Tax Nexus information you provide combined with specific Tax Classification information you provide on individual products and services sold in your Community Store and/or Sub-Community Store. It is solely the responsibility of the Community store owner and Sub-Community Store Owner to correctly provide Sales Tax Nexus information and Tax Classification information

to TaxJar via Corlinc for these calculations, and to accurately report tax collected to the Internal Revenue Service as well as state tax agencies, and to make accurate and timely payments of taxes collected to the Internal Revenue Service as well as state tax agencies, as required by law. You are bound by TaxJar's Terms and Conditions, available online at: <https://www.taxjar.com/terms-of-service/>, which included in this agreement. Corlinc does not calculate or collect any product-based excise taxes or any fees or surcharges. Corlinc does not provide support for sales or use tax exemptions based upon the identity of any individual, corporation or other entity, or the intended use of a product by any individual, corporation or other entity; and you are solely responsible for any non-U.S. taxes and duties (including their collection and payment).

Do I collect sales tax on all sales?

If you are selling goods over the Internet and your company has a presence in the state of delivery, your company has established Nexus and will be required to register to collect sales tax on all taxable items regardless of method of order placement. Whether the order is placed over the Internet or through traditional means, if a company has Nexus with the state in which the product is being shipped, sales tax should be billed and collected. For example, if a Pennsylvania company ships to Pennsylvania, there is Nexus, and tax is collected. If the Pennsylvania company ships out of Pennsylvania, whether they collect sales tax or not depends on whether or not they have Nexus with the state into which they are shipping.

Declaration of Use Tax

If no sales tax is collected on a purchase, it is the purchaser's responsibility to declare use tax within their state.

What determines if you collect sales tax?

You collect the tax for the state where the property is delivered to your customer. If the item is shipped to the customer, then tax applies for the delivery state. You should collect the tax only if you are registered to collect tax in that state. If the customer picks up the item at your location, tax should be collected for your state.

How do you process money collected as sales tax?

Generally, states require businesses to pay the sales taxes they collect quarterly or monthly. You'll have to use a special tax return for sales taxes, and report all sales, taxable sales, exempt sales and amount of tax due. Not paying on time can result in penalties. As always, check with your state or local government about the process in your location.

WHAT TYPES OF TRANSACTIONS ARE EXEMPT FROM SALES TAX?

Please check with your individual state government as to which goods and services sold in your state are subject to sales tax (unfortunately, it varies a lot).

If you are involved in these types of transactions, you will need to get a copy of the buyer's tax-exempt certificate or number (issued by the state) and provide that information to Corlinc. *Note: Your site must be active in order to apply for tax exemption. Tax exemptions cannot be applied to trial subscriptions.

TAX COLLECTION IN YOUR COMMUNITY STORE

Corlinc uses a Third-Party tax calculation service called TaxJar to provide tax calculations for sales transactions within Corlinc Community Stores. TaxJar reduces your sales tax audit risk with cloud-based automated sales tax reporting and filing for multi-channel online sellers. You have the option to sign up for your own TaxJar account, which has a monthly fee. TaxJar will simplify the way you calculate rates, manage exemption certificates, file forms and remit tax payments. Services include:

- Return-ready sales tax reports for every state
- State and local level sales tax reports
- Support for shipping taxability in different states

- Support for both origin-based and destination-based sales tax sourcing
- Detection of sales tax over-collection or under-collection
- Optional auto-filing of returns in each state you have Nexus

As a Seller in a Corlinc Community store, you should register with the states you have Nexus in to enable tax collection services. You should also complete the requirements for obtaining a state tax registration number from each relevant state. Pursuant to the Internal Revenue Code, third-party settlement organizations are required to file an information return with the IRS for each calendar year, reporting all payment card transactions and third-party network transactions with merchants occurring in that calendar year as required by law.

SECTION 7:

RETURNS, REFUNDS, CANCELLATIONS & CHARGEBACKS

Corlinc has selected Stripe as its third-party payments processor for our Community stores. It is not just about processing credit cards. As you begin to set up your store, you will be prompted to sign up for a Stripe account where you will need to fill out your business and bank information and activate your account. Upon completion, your Stripe account will be linked to your Corlinc store.

Stripe and Stripe Radar is focused on reducing fraud. This new integration from Stripe is powered by advanced machine learning algorithms that automatically learn from Stripe's global network of businesses to help identify and prevent fraud. Please follow the link below to learn more about Stripe's dispute and chargeback process. <https://stripe.com/docs/disputes/faq>

As a Community Owner and/or Sub-Community Owner and Corlinc Marketplace Seller, your Returns Policy is something that you should give careful consideration to. If you are a new store looking to build up your customer base quickly, the best thing you can offer new customers is a lenient returns policy.

1. **Consider...The longer your return period, the greater your sales.** Buying online is all about risk for most people. Extending your returns policy is a good bet, because the majority of your customers will NOT act on your returns policy. Online buyers typically just want to know that a lenient return policy is in place before they hand over their credit card.
2. **Be up front about terms and conditions for returns.** Be specific here so that your customers don't pause on ordering, wondering if they are protected. Ideally, however, your returns policy will have few (if any) conditions attached to it.
3. **Product and customer reviews are important.** If customers do return an item, be cheerful and friendly about it. Process the return immediately and ask them to add a review about their experience in your store. Shoppers are always ready to buy when they see experience reviews from your customers.
4. **The value of store credit.** Returns are often generated simply because the customer simply chose the wrong model number or product size. To simplify your Returns Policy, you should include two options in your returns policy: a) issue of store credit or b) a cash refund. A surprising number of customers will be just fine with a store credit. If the customer wants a cash refund, then you should give it to them if the product is returned in good condition.
5. **Be proactive and track returns.** Always ask the customer why they're returning an item they bought from you. Keep a list of return reasons and stay aware of any continuing problems.
6. **Promote, promote, promote.** Promote your Returns Policy everywhere you can: on your home page, on your shopping cart and checkout pages and even in your newsletters and promotions. Winning the trust of your customers is key to generating repeat and new customers!

There are some situations when you may need to refund, accept returns or cancel orders, now that you've considered your own store policy. Some of these might include: 1) the customer requests a return; 2) the item is not received; 3) you don't have the ability to fulfill the order; 4) the customer requires cancellation of their order;

5) the customer has provided the wrong shipping address; or 6) the customer files a credit card chargeback with their credit card company.

When you process a refund on an order or an order is cancelled, Stripe will refund the 2% transaction fee that was charged by Corlinc.

SECTION 8:

COPYRIGHT POLICY

NOTIFICATION OF COPYRIGHT INFRINGEMENT

Corlinc responds promptly to legitimate notices or letters of illegal copyright infringement based on the requirements of the Digital Millennium Copyright Act of 1998 (DMCA)

If you are a copyright owner (or the agent of a copyright owner) and believe that any material posted by a Corlinc Community Owner has infringed upon your copyright(s), you may submit a Notification of Claimed Infringement under the DMCA. Please note that if you are requesting removal of content by submitting an infringement notification, you are initiating a legal process. We suggest that you seek independent legal advice prior to filing a Notification of Claimed Infringement. Please ensure you have a right to make a claim, and the alleged copyright infringed material is not covered by any exception, including Fair Use or free speech laws.

Please note that you may be liable for damages (including attorney's fees and related costs) if you make a false claim of copyright infringement. Section 512(f) of the Copyright Act provides that any person who knowingly materially misrepresents that material is infringing may be subject to liability. Please also be advised that, in appropriate circumstances, we will terminate the accounts of users/subscribers who repeatedly misidentify copyrighted material.

Please send us written notification (by regular mail or e-mail. Contact information is below.) to our Designated Copyright Agent, and include the following information:

1. Your contact information (as the complaining party), including name, address, email address and phone number.
2. A clear identification of the copyrighted work claimed to have been infringed. If multiple copyrighted works are posted on a single web page and you notify us about all of them in a single notice, you may provide a representative list of such works found at the site.
3. A clear identification of the material you claim is infringing on the copyrighted work, and information sufficient to locate that material on our website (such as the message ID of the infringing material).
4. A statement that you have a "good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
5. A statement that "the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
6. Your notice must be physically or electronically signed by the copyright owner or a person authorized to act on behalf of the owner.

Your written Notification of Claimed Infringement must be sent to our Designated Copyright Agent at the e-mail or mailing address listed below. We will review and address all notices that substantially comply with the requirements identified above. If your notice fails to substantially comply with all these requirements, we may not be able to respond to your notice.

View the sample of a properly formed DMCA Notice to help ensure you are submitting the necessary information to protect your materials. Replace all [square parentheses] with your information.

SAMPLE DMCA TAKEDOWN NOTICE TEMPLATE

To Corlinc's Designated Copyright Agent,

The following information serves to assert my rights and request removal of allegedly infringing web content under the Digital Millennium Copyright Act of 1998 (DMCA). The following is a report, in good faith, of alleged copyright infringement. I am contacting you as the designated agent for the site upon which the infringing work currently appears. This letter is a Notice of Infringement as authorized in §512(c) of the U.S. Copyright Law.

I am the copyright owner of the works and the following is true and accurate.

1. The original work, for which I claim copyright, appears, with my permission, at the following locations online:

[URLs WHERE YOUR ORIGINAL AUTHORIZED WORK APPEARS]

2. Copies of my original copyrighted work are [attached/included/provided] to assist you in your evaluation and determination.

3. The allegedly infringing [work/text/image] appears at the following location(s) online:

[URLs WHERE INFRINGING WORK IS CURRENTLY LOCATED]

4. My contact information, as copyright holder, is as follows:

[INCLUDE YOUR CONTACT INFORMATION]

5. The information of the alleged copyright infringer is:

[INSERT WHOIS INFORMATION FOR THE SITE YOU ALLEGE IS INFRINGING]

6. I have a good faith belief the use of the above reference copyrighted work(s) that appears on the website for which you are the designated DMCA agent is not authorized by the copyright owner, its agent, or by law.

I declare, under penalty of perjury, this notice is true and correct and that I am the copyright owner entitled to exclusive rights which I allege are being infringed.

Signed this _____ day of _____, 20____ in [INSERT CITY, STATE, COUNTY].

[YOUR SIGNATURE/eSIGNATURE]

COUNTER NOTIFICATION OF COPYRIGHT INFRINGEMENT

1. If you believe material was removed in error, you may send a Counter Notification to our Designated Copyright Agent at the e-mail address provided below.
2. To file a Counter Notification with us, you must send us written communication (by regular mail or e-mail) that sets forth the items specified below:
 - a. Your contact information (as the complaining party), including name, address, email address and phone number.
 - b. Identify the material that we have removed or to which we have disabled access.

- c. Provide the following statements:
 1. "I consent to the jurisdiction of Federal District Court for the [insert the federal judicial district in which your address is located]" and
 2. "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent"
 3. "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
 - d. Sign the notice. If you are providing notice by e-mail, an electronic signature (i.e. your typed name) or scanned physical signature will be accepted.
3. If we receive a Counter Notification from you, we may forward it to the party who submitted the original Notification of Claimed Infringement. The Counter Notification we forward may include some of your personal information, such as your name and contact information. By submitting a Counter Notification, you consent to having your information revealed in this way. We will not forward the Counter Notification to any party other than the original claimant unless required or expressly permitted to do so by law.
 4. Upon receipt of a proper Counter Notification, Corlinc will provide the individual (who submitted the original Copyright Infringement notification) with a copy of the Counter Notification, and inform that person that Corlinc will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of the Counter Notice, unless our Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our system, pursuant to section 512(g)(2)(c).
 5. Please note that we may not be able to contact you if we receive a Notification of Copyright Infringement about material you posted online. In accordance with our Terms of Service, we reserve the right to permanently remove any content at our sole discretion.

TERMINATION OF SUBSCRIBER ACCOUNTS

It is our policy, and in our sole discretion, to determine what is appropriate material, to disable and/or terminate the accounts of users, subscribers or account holders who repeatedly infringe on Corlinc's copyrights or other intellectual property rights of others.

DESIGNATED AGENT

Designated Copyright Agent
Corlinc
PO Box 11824
Spokane Valley, Washington 99211

Email Address: copyright@Corlinc.com

Statute: Digital Millennium Copyright Act of 1998 § 103, 17 U.S.C.A. § 1201 (West 2008); Online Copyright Infringement Liability Limitation Act, Pub. L. No. 105-304, sec. 201-02, 112 Stat. 2877 (1998) (codified as amended at 17 U.S.C. § 512 (2006)).

Contact Us

Corlinc is the trade name for PokeNLink LLC. Corlinc welcomes your questions or comments regarding the Website Terms of Use.

Corlinc
PO Box 11824
Spokane Valley, Washington 99211

Email Address:
copyright@Corlinc.com

Telephone number:
855-765-3654