

The following describes the rules for use of the services provided by this Web Site. We reserve the right to supplement, revise or update these Site Rules at any time as stated in the [GunBroker.com User Agreement](#) (“User Agreement”). Your continued use of the Site following such amendment means you accept and agree to any such updates, revisions and additional rules.

All capitalized terms have the meanings given in the User Agreement, unless they are otherwise defined in these Site Rules. Furthermore, “you” as used in these Site Rules has the meaning given in the User Agreement.

Use of Our Services. Our services are only available to individuals who can form legally binding contracts under applicable law. Our services are not available to minors. If you do not qualify for an account for this reason, please do not use our services. This Site provides a forum for buyers and sellers to engage in transactions for products related to firearms, knives, swords, hunting equipment, and accessories (“Items”). We are not involved in the transactions between buyers and sellers ourselves and we are not responsible for the outcome of a transaction except to the extent described in these rules and in the User Agreement.

Auctions. We provide an advertising venue for sellers to list and sell Items and buyers to bid on and purchase Items. We do this through an auction-like format, although we are not auctioneers. When a seller lists an Item, the seller provides basic information about the Item, sets out the terms of the sale (which may vary from the basic terms in these rules in some instances), and the seller may, if he chooses, set a reserve price, a minimum bid or starting bid. Below you will find further information and rules on selling and bidding on the Site.

The winning bidder is the highest bidder on the Item, or in the event of a tie, the bidder who placed the highest bid first. In the case of a reserve price auction, a bid is only a winning bid if it meets or exceeds the reserve price on the Item.

Registration

1. Registration Accuracy. In order to use our Site you must first [Register](#). You must provide true and accurate User Information about yourself in the registration form. It is your responsibility to keep this information up-to-date. It is a violation of U.S. federal law to make bids in a false name or with an invalid credit card, even if our software initially accepts such a bid. Please be aware that even if you do not provide your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Do not test our auctions with false bids. This puts you at substantial personal legal risk. Fraudulent bidders will be prosecuted to the fullest extent of the law. Currently, various state, federal and international law enforcement agencies, including the U.S. Department of Justice, Federal Bureau of Investigation (FBI) and the U.S. Secret Service, have become involved in investigating Internet fraud cases.

2. Member Account, Password and Security. Once you register, you will receive a User ID and a password. You are responsible for maintaining the confidentiality of your User ID and your password. You are also entirely responsible for any and all activities that occur under your User

ID and password. You must notify us immediately if you become aware of any unauthorized use of your User ID and password or any other breach of security relating to Your User ID and password and the Site.

Sellers' Rules

1. Listing. Once you list an Item for auction it becomes an irrevocable offer to sell the Item to the winning bidder. Once there is a winning bid, you have a binding legal agreement to sell the listed Item to the winning bidder under the User Agreement, these Site Rules, and according to the terms of your listing for the Item. Once you list an Item and receive a winning bid, you cannot withdraw it from sale. Please carefully consider these obligations before you place an Item for auction.

Note that under our [Privacy Policy](#), by listing an item, you authorize us to release your contact information, including your name, address, email address and telephone number (in addition to any other information provided by you in your listing), to the bidders who place bids on the Item you list.

2. Listing Content. A Listing must offer a specific product or service at a specific price. Any Listing we consider to be general advertising instead of an offering of a specific product or service may be removed at our sole discretion. We reserve the right to edit (but have no obligation to do so) or remove an auction Listing for violations of law, violations of these Site Rules or the User Agreement, or in our sole discretion. We may move a Listing to another category if we consider the Listing inappropriate for the listed category, so put your Listings in the most appropriate category. You hereby grant to us and our affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right and license to exercise the copyright, publicity, and database rights you have in any Listing, Posting or content you post to the Site, in order to allow us to (i) list the content on the Site, (ii) update or improve the Site and any relevant Services, and/or (ii) make use of such Listings, Postings or content for uses related to the Site including electronic or print publications, reference materials or reports to third parties regarding sales and listings on the Site. (Any such publications or reports made available to third parties, other than in the context of law enforcement, will not include any user's personal information.)

For the convenience of sellers, we may offer catalogs of stock images, data, descriptions, and product specifications that are provided by third parties ("Catalog Content"). You may use Catalog Content solely on the Site in connection with your Listings on the Site.

While we try to offer reliable data, we cannot promise that the Catalog Content will always be accurate and up-to-date, and you agree not to hold our Catalog Content providers or us responsible for inaccuracies in such content. If you choose to include such Catalog Content in your Listings, you continue to be fully responsible for your listings and for ensuring that your Listings are accurate, do not include misleading information, and comply with the User Agreement, these Site Rules and all GunBroker.com policies.

The Catalog Content may include copyrighted, trademarked, or other proprietary materials that belong to us or third parties. Your right to use the Catalog Content is strictly limited to use on the Site with your Listings on the Site, and for no other reason whatsoever. The Catalog Content is for your personal use only, and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. You may not remove any copyright, proprietary, or identification markings included with the Catalog Content, or create any derivative works based on Catalog Content (other than by including them in your Listings). You further agree not to enable or allow any third parties to do what you are prohibited from doing herein.

Your description of the Item must be accurate and truthful. Adding additional unrelated keywords to your Listing to make it appear through our search facilities is prohibited. Item titles may not be in ALL CAPS. We do not allow the posting of multiple Listings for the same item; excessive duplicate Listings may be removed at our sole discretion without notice.

3. Prohibited Listings. You must have the legal right to sell any Items you list on our Site. You may not list the following on our Site: (a) live animals; (b) human body parts (e.g., relics, skulls, human remains or other parts); (c) bulk email lists; (d) illegal weapons, instructions, kits, plans, or parts designed to illegally convert firearms to full-auto fire; (e) instructions, kits, plans, or parts designed to illegally build silencers; (f) instructions on how to build bombs or explosives; (g) unauthorized replicas, (h) items containing faces, names or signatures of any person unless authorized by that person; (i) hazardous, restricted or toxic materials or substances; or (j) multi-level marketing or similar programs. You may not list any Item that would cause us or you to violate any applicable law, statute, ordinance or regulation. You may not list any Item that is stolen or counterfeit. Your Listing may not be defamatory, libelous, threatening or harassing; and it may not contain obscenity or child pornography.

4. Viruses, Etc. You may not use the Site to distribute viruses or other technologies that may harm the Site or the interests or property of us or of any other User.

5. Non-U.S. Sellers. As long as all applicable laws of the countries of residence of both buyer and seller are followed, non-U.S. sellers are welcome to list Items for sale on the Site. Laws may vary considerably, and you as buyer and seller assume complete responsibility for compliance with all Legal Requirements of the U.S. and other jurisdictions in these cases. You agree that any guidance provided on the Site (whether as part of these Site Rules, the User Agreement or elsewhere) does not constitute legal advice to you or any other person, and you are responsible for ensuring that you obtain any legal advice necessary to ensure your compliance with the Legal Requirements applicable to your Listing and sale/purchase. Please keep in mind that the vast majority of buyers and sellers using this Site are located in the U.S., so buyers tend to assume that the Items are located in the U.S. If the Item is not located in the U.S., you must clearly identify the country in which the Item is located in your listing. This is necessary because the cost of importing an Item into the U.S. may be higher than the cost of shipping an Item within the U.S., due to import fees and tariffs. We reserve the right to void

and/or remove a Listing where the Item is located outside of the U.S. and the country of origin is not clearly identified in the Listing.

If an Item is sold to a U.S. buyer by a non-U.S. seller, the Item must be legally imported into the U.S. in compliance with all Legal Requirements including any permits for import and/or customs declarations required by law. Certain Items may not be imported into the U.S. or other jurisdictions under various applicable federal, state and local laws. The import of any Firearm or ammunition requires a Federal Firearms License (FFL) holder to carry out certain filings with U.S. Customs and Border Protection and the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF). If you do not file the proper paperwork before shipping the Item, the firearm will be confiscated by the authorities. Please review our [Import/Export](#) page to get more information on importing and exporting firearms.

Buyers' Rules

1. **Bidding.** If you place a bid on an Item it is an irrevocable offer to buy the Item at the price in the bid. If you place the winning bid, you have a binding legal agreement with the seller to buy the Item at the winning bid price on the terms in the Item listing and according to these Site Rules. You must resolve any questions you have about the Item by contacting the seller of the Item before placing a bid. Do not place a bid until you are sure that you understand what you are bidding on and, if necessary, after you have received answers to any questions you have from the seller.

Once a bid is placed, you may not cancel or retract the bid without the permission of the seller. The seller is not obligated to grant permission to retract or cancel a bid, and this Site will not request permission from the seller for a bid retraction or cancellation on your behalf. Any bid cancellation must be worked out between bidder and seller without assistance from the Site.

Bidding is subject to bid increments and Items may be subject to a minimum bid.

Note that under the [Privacy Policy](#), by bidding on an Item, you authorize us to release your contact information, including name, address, email address and telephone number, to the seller who listed the Item.

2. **Payment.** This Site does not accept payment in any form for any Items. Bidders must remit payment directly to the seller for any Item won. If you pay us for an Item you won, we may deduct from that payment any fees or costs (such as check fees and/or credit card transaction fees) we incur as a result of receiving your payment and having to refund your payment.

Terms of Sale

1. **Basic Terms of Sale.** Unless the listing terms for a particular Item are different, the basic terms of sale of an auction Item are as follows:

- Buyer pre-pays in U.S. funds by personal or business check, bank check, money order, or [Escrow](#) services.

- Personal or business checks may be held by seller until they clear (maximum of ten business days).
- Buyer pays estimated actual cost of shipping and insurance.
- Title to the Item passes upon delivery of the Item to the buyer.
- Payment must be received within 10 days of initial contact by seller after auction closes.
- Item is guaranteed to be working and as described when delivered; no other warranty (express or implied) is offered by seller.
- Items must be shipped promptly upon clearance of funds.
- Seller (or seller's common carrier) is responsible for the Item until the Item is received by the buyer or the buyer's transfer dealer.

In general, no transaction should take over 30 days from the close of an auction until the buyer receives the Item. We strongly recommend insuring all shipments and using delivery confirmation wherever possible.

2. Required Terms of Sale. The following terms of sale may not be modified by the terms of any Listing for a particular Item; any attempt to do so will be invalid and these terms will control.

- Firearms must be shipped only to a Federal Firearms License (FFL) holder. Buyer must mail or fax a copy of his/her (or his/her transfer dealer's) license to the seller before the Item can be shipped. Buyer must make arrangements with a [Transfer Dealer](#) before placing a bid.
- Items such as ammunition or knives may require you to send the seller a copy of government-issued proof of age such as a copy of your driver's license or passport) before the item can be shipped.

Auction Closing

Auction listings display the scheduled closing time for the auction. If there is bidding activity on the auction within 15 minutes of when the auction is scheduled to close, the auction automatically switches into a special mode analogous to the "going, going, gone" period of a live auction. In this mode, the auction is automatically extended until there have been no bids placed within 15 minutes. When 15 minutes have passed with no bidding activity, the auction closes.

Our Fees

1. Fees. Our fees are detailed on our [Fees](#) page. We may add, delete or change some or all of our services and fees at any time in our sole discretion, and any such change will take effect without further notice to you. It is your responsibility to check these rules and the Fees page before you engage in a transaction. Unless otherwise stated, all fees are quoted in U.S. dollars. You are responsible for paying all applicable taxes and for all hardware, software, service and other costs you incur when you bid, buy, list or otherwise access our Site. **ANY AND ALL PAYMENTS MADE TO US ARE NON-REFUNDABLE.** This rule applies whether or not the Item sells.

2. Incomplete Transaction Credits. If a transaction is not completed by the bidder for any reason, we will credit the seller for a re-list of the Item. Follow the instructions on our [Fees](#) page to

receive this credit. If a seller refuses to complete any auction with a winning bidder, we will not issue a credit for any fees that seller incurs for that incomplete transaction. We will not issue credits for any sales that violate these Site Rules or the User Agreement, including illegal, improper or invalid Listings, or Listings that incur fees due to “shill” bidding.

3. Fee Avoidance. You are not permitted to avoid or circumvent paying our fees. By this we mean that activities such as the following are prohibited:

- Using contact information obtained from our Site or using a website feature to:
 - offer to sell merchandise outside of our Site;
 - offer to sell an Item outside of the Site to a bidder who placed a bid but did not meet the reserve price; or
 - sell duplicate or additional merchandise outside of the Site to non-winning bidders.
- Canceling a Listing so that you may sell the Item to anyone who contacted you through our Site or who became aware of the Item through our Site.
- Ending an auction early to sell the Item at a higher price to a winning bidder.
- Offering in a Listing the opportunity to purchase the Item or other merchandise outside of our Site.
- Linking to an Item on another website that is identical to the Item offered at auction but is priced lower than the auction item’s reserve price or starting bid.
- Listing an Item with a low price but charging unreasonably high shipping or handling costs.
- Listing a single Item and offering additional identical Items for sale in the item Listing. In this type of Listing, the seller instructs buyers to indicate the number of items they want and states that they can get the same price as the Item in the Listing.

If you engage in one of these practices once, we reserve the right to terminate your account immediately. In the event we issue a warning to you, repeated violations will lead to a termination of your account.

4. Advertising Services. Payment for any of our advertising services (Top of Page Banner Ads, Category Sponsorships, Newsletter or Opt-In Mail Advertising, etc.) is non-refundable.

System Abuse

1. Refusal of Service and Indemnification. We reserve the right to refuse service to anyone. We will exercise this right with buyers who win an auction and fail to complete the transaction, and with sellers who list an Item and fail to sell it to the winning bidder(s). If you are found to have engaged in any abusive or fraudulent activity in connection with the Site, we may terminate your account. You are liable for and must indemnify, defend and hold us harmless from all claims, losses, damages, liabilities, judgments and fees, and pay any costs incurred by us for your misuse of the Site or for your violation of any of the Site Rules and the User Agreement, including but not limited to the amounts of third party claims against us, our actual attorneys’ fees and collection costs, and our fees incurred for any Items you win but fail to pay for or any

Items on which you place false bids, as well as the cost of our time spent in resolving deliberate rules violations.

2. Side Deals. If a bid does not meet or exceed the reserve price (if any), on the Item then the bid is not a winning bid and the non-winning bidder is not obligated to buy the Item. Sellers are prohibited from soliciting or engaging in “side deals” with non-winning bidders during or after the auction. Non-winning bidders are prohibited from contacting sellers and requesting a side deal during or after the auction. Soliciting or engaging in side deals may result in suspension or termination of your account.

Any such transaction made between a non-winning bidder and a seller is a “side deal” and is outside the scope of this auction Site and the Site Rules (other than the paragraph immediately above prohibiting side deals). We will not provide contact information for users involved in a side deal. Buyers and sellers involved in a side deal cannot post feedback and cannot use the Site’s problem resolution tools. Our Buyer’s Protection Program (see Section 4 below) does not cover side deals. We provide absolutely no assistance of any kind for buyers and sellers involved in a side deal in the event of problems.

3. Bid Manipulation. Bid manipulation of any kind is expressly forbidden. A seller may not place bids or arrange to have bids placed on his behalf. Shill bidding is not allowed and may be a violation of law. Shill bidding means placing a bid, or asking a third party to place a bid, in order to create an artificial bidding war. Buyers may not communicate with each other in order to manipulate the final purchase price of an item.

4. Buyer’s Protection/Dispute Resolution. Complaints of fraud by users of our Site are extremely rare. Our [Buyer’s Protection Program](#) may offer compensation if you have been defrauded and your transaction is eligible under the program. However, the program is not a substitute for common sense and due diligence, and buyers have a responsibility to take steps to prevent problems. We provide a feedback system where buyers and sellers can publicly post their experiences with each other. Before placing a bid, a buyer should check the seller’s feedback to see how the seller has handled himself in past transactions. We strongly recommend that the buyer use either a credit card or an online [Escrow](#) service because of the extra protection these payment options offer. To avoid some of the most common problems encountered by users of websites such as the Site, **never send cash or use any payment method that provides no proof of payment, and never wire money outside your own country.**

If you are the winning bidder in an auction transaction, you send your payment and you either do not receive your item or receive an item that is substantially different from what was advertised, our [Buyer’s Protection Program](#) may cover your transaction problems. Our [Fraud Claim Process](#) page explains the fraud claim process and helps you understand if your problem qualifies for Buyer’s Protection coverage. For problems other than fraud, you may be able to use the feedback system described below.

All other complaints about a buyer or a seller in an auction must be addressed through either the feedback system or through the “Resolving Problems . . .” pages in the [For Sellers](#) or [For Buyers](#) links on the Site. We will not accept complaints via email, fax or telephone.

Although disputes between buyers and sellers are rare, our Site is only a transaction venue and we will not arbitrate disputes or arguments between Users.

5. Unauthorized Use of Mail System/Spam. Our User-to-User messaging system (“Ask a Seller a Question,” “Mail this Listing to a Friend,” etc.) exists solely to allow contact between a bidder (or potential bidder) and a seller for the purpose of engaging in or completing an auction transaction. You are prohibited from using the messaging system for any other purpose. You may not contact bidders on similar listed Items and promote your own Items or offer another item for sale. You may not use this Site to engage in “spamming” (sending unsolicited commercial email to other users) for any purpose, including promoting the Site to earn affiliate program awards. Spamming will be reported to the applicable ISP(s) for further punitive action and may result in criminal or civil penalties under various Federal or state “anti-spam” laws. Abuse of our mail system and/or sending spam is a serious offense and will result in closure of your account.

6. Use of Message Boards. Users wishing to participate in the message boards offered on the Site must adhere to the following rules. In using the message boards, you may not:

- Include profanity, vulgarity, hate speech, disruptive or hostile comments, interpersonal disputes, or threats of violence in any post.
- Include any material in a post that is pornographic or adult in nature.
- Attempt to impersonate GunBroker personnel or any other user.
- Refuse to follow GunBroker staff instructions to you.
- Post any materials that violate the User Agreement or these Site Rules.
- Include another person’s email address or other contact information in a post.
- Advertise any merchandise or offer to trade, or solicit charitable donations.
- Post URLs or use JavaScript or active code in posts, make repetitive posts, or otherwise take actions that interfere with Site operations.

7. User-Generated Content. We are not responsible for user-generated content such as Postings, Item listings, messages on our message forums, feedback, pictures, etc. You are solely responsible for any information that you post to this Site; we are only a passive conduit for your online distribution and publication of your information. If you post information that is libelous, slanderous, violates any law, or violates the intellectual property rights of anyone else, you will be solely liable for the consequences. We may take any action, including but not limited to removing the content or suspending or terminating your account, deemed necessary in our sole discretion to protect ourselves if we believe your information may create liability for us or may cause us to lose the services of our ISPs or other suppliers.

Participating in Advertiser Promotions

You may click on advertisements, or otherwise correspond with or participate in promotions of the advertisers that advertise on our Site. Any such action, participation or correspondence is solely between you and the advertiser and we have no responsibility or obligation to you or the advertiser for your transactions or correspondence.

Feedback

Feedback may only be posted between the winning bidder and seller in a transaction. Feedback is associated with a specific Item Listing and must pertain specifically to that Listing. If you submit feedback, make sure that your rating and comments are truthful to the best of your knowledge and accurately reflect what happened in the transactions; be careful not to submit feedback hastily and in anger. Do not take any actions that would undermine the integrity of the feedback system, including posting false good feedback to artificially improve another User's rating or posting false bad feedback to damage another User's rating. If you accumulate excessive negative feedback or display a pattern of unacceptable behavior your account may be suspended or permanently terminated.

This Site is not responsible for the information posted by a User in the feedback system. It is not our responsibility to determine the "truthfulness" of posted feedback, and we do not arbitrate disputes over feedback. We reserve the right to remove any User-posted feedback at any time for any reason.

Scheduled Maintenance/System Downtime

We reserve the hours between 1:00 am and 6:00 am (Eastern Time) for system maintenance. This may or may not cause system downtime. Auction ending times may be extended without notice as a result of scheduled or unscheduled downtime, but any such extensions are made in our discretion.

Technical Difficulties

We are not responsible for bids not being processed or not being accepted due to technical difficulties. Auctions will not necessarily be extended due to technical problems. Do not wait until the last minute to bid!

Termination

We may, at our sole discretion, terminate your account at any time if your conduct fails to conform to the [User Agreement](#) or these Site Rules. We may in our discretion terminate your account immediately if you harass, are abusive to, or use profanity directed to other Users, our Site or our personnel. Such action will also result in a notation appearing in your feedback.

Protecting Your Intellectual Property and Copyright.

Digital Millennium Copyright Act. Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). Copyright-infringing materials found on the Site can be identified and removed via our process listed below and you agree to comply with such process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

Any individual or corporate entity (“Copyright Owner”) that believes in good faith that a User has infringed such Copyright Owner’s copyright(s), can request that we take down the infringing material(s) by following the steps in this DMCA compliance process. Please note that we do not and will not make any legal decisions about the validity of a Copyright Owner’s claim or your defenses to a claim.

When a clear and valid notice is received pursuant to the guidelines set forth below, we will respond by either taking down the allegedly infringing content or blocking access to it. We may contact the notice provider to request additional information.

Under the DMCA, we are required to take reasonable steps to notify the User who posted the allegedly infringing content (“Alleged Infringer”). The Alleged Infringer is allowed under the law to send us a counter notification as instructed below (“counter-notice”). On receiving a counter-notice, we may restore the allegedly infringing content unless we receive notice from the original notice provider that a legal action has been filed seeking a court order to restrain the Alleged Infringer from engaging in the allegedly infringing activity.

Notices and counter-notices are legal notices distinct from regular Site activities or communications, and are not subject to our Privacy Policy. This means that we may publish or share them with third parties at our discretion (in addition to producing them pursuant to a subpoena or other legal discovery request).

Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorney’s fees. Any person who is unsure of whether certain material infringes a copyright held by such person or a third party, you should contact an attorney.

Filing a DMCA Notice

To file a DMCA notice, the Copyright Owner must send in a written letter by regular mail only (not by email). We reserve the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice.

A DMCA notice must:

1. Identify specifically the copyrighted work(s) believed to have been infringed (for example, “My copyrighted work is the picture that appears at [list location where material is located].”);
2. Identify the Content that a Copyright Owner claims is infringing on copyrighted work. Copyright Owner must provide information reasonably sufficient to enable us to locate the item on the Site. Copyright Owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
3. Provide information sufficient to permit us to contact the Copyright Owner directly: name, street address, telephone number, and email (if available);

4. If possible, provide information sufficient to permit us to notify the Alleged Infringer (email address preferred);
5. Include the following statement: “I 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.”;
6. Include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”;
7. The notice must be signed;
8. The notice must be sent to our DMCA designated agent at the following address:

DMCA Designated Agent
PO Box 2511
Kennesaw, Georgia 30156

Filing a DMCA Counter-Notice

If a User’s material has been removed or blocked by us as a result of a DMCA Notice, you may send us a counter-notice in accordance with Sections 512(g)(2) and (3) of the DMCA asking for the allegedly infringing material to be restored. To file a DMCA counter-notice with us, you must send a written letter by regular mail only (not by email).

When we receive a counter-notice, we will send a copy of the counter-notice to the party who originally requested the removal of the allegedly infringing material and we will reinstate the allegedly infringing material, unless that party obtains a court order supporting removal of the allegedly infringing material. We reserve the right to ignore a counter-notice that is not in compliance with the DMCA and we may, but are not obligated to, respond to a non-compliant counter-notice.

Your counter-notice must:

1. Describe and list all material(s) that were removed by us and the location at which the material(s) appeared before it/they was/were removed. Please provide the specific profile or other unique identifying information so that we may have reasonably sufficient information to identify the material. The information provided should be as detailed as possible;
2. Provide your name, address, telephone number and email address (if available);
3. State that you consent to the jurisdiction of the U.S. Federal District Court for the judicial district in which your address is located (or Fulton County, Georgia if your address is outside of the United States);
4. State that you will accept service of process from the person (or an agent of such person) who provided the DMCA notice to us.
5. Include the following statement: “I swear under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.”
6. The counter-notice must be signed.

7. The counter-notice must be sent to our designated DMCA designated agent at the following address:

DMCA Designated Agent
PO Box 2511
Kennesaw, Georgia 30156