

# TERMS AND CONDITIONS FOR USERS OF DIETFIT.COM

By using the DietFit.com web site, you accept and agree to be legally bound by these terms and conditions ("Agreement"), as they may be amended or supplemented from time to time by DietFit, Inc. ("DietFit"), and agree to all operating rules and/or policies of DietFit that may be published by DietFit on the site (as defined below), all of which are incorporated into this Agreement by this reference.

THE SITE IS NOT INTENDED FOR USE BY MINORS WITHOUT PARENTAL CONSENT AND SUPERVISION. IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT USE THE SITE WITHOUT PARENTAL CONSENT AND SUPERVISION.

**IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT USE THE SITE FOR ANY REASON.**

## **About DietFit**

DietFit created this web site, located at [www.dietfit.com](http://www.dietfit.com) ("**Site**") to make it much easier for people to change their eating habits and live a healthier lifestyle. Through its patent pending technologies, DietFit seeks to teach people to alter the way they eat so that they are better able to control their weight, lower cholesterol, manage their diabetes, and possibly reduce the risks of various diseases. As such, the Site interactively work with you to help you make smarter choices when it comes to food and better understand how what you eat impacts your overall health.

## **Authorization and Access**

To register to use the Site, you must submit an on-Site registration form, which includes your name, address, email address, and credit card information ("**Application**"). You agree that for the Application and at all times thereafter, to: (a) provide current, complete, true and accurate information; and (b) maintain and update your information as required to keep it current, complete and accurate. Please note that DietFit shall use any Application information in accordance with its [Privacy Policy](#).

DietFit will review the Application and determine, in DietFit's sole discretion, whether to accept the Application. If DietFit accepts your registration request, DietFit will send you an electronic message verifying your access to the Site. DietFit shall have the right, in its sole discretion, to refuse or restrict anyone from access to any or all of the Site at any time for any reason. During the registration process, you will select your user ID and password (collectively "**Password**") for access to and use of the Site.

## **User IDs/Passwords**

You agree to use your best efforts to maintain the security of your Password. You shall

not disclose your Password to anyone else, and you shall not use anyone else's Password. You agree to notify DietFit immediately about any unauthorized use of your Password or any breach of security. You further agree that DietFit shall not be responsible for your failure to comply with this Section or any loss or damage arising out of, or related to, your use of your Password by you or anyone other than DietFit.

### **Charges and Payment**

As part of DietFit's acceptance of your Application, DietFit will charge your credit card automatically. DietFit shall continue to charge your credit card on a monthly or annual basis (depending on your membership plan) for all charges incurred under your Password. If DietFit does not receive payment from the card issuer, you agree to pay DietFit all amounts due upon demand. DietFit may take commercially reasonable actions to validate your credit card. You agree to pay all reasonable attorneys' and collection fees arising from DietFit efforts to collect any past due amounts from you to the extent allowed by law. If you terminate this Agreement before the end of your membership term, or if DietFit terminates this Agreement for cause, you will not be entitled to a refund of any amounts paid.

### **Submissions, Postings and Email Communications**

All submissions, postings and email communications to or through the Site shall be subject to the [DietFit Policy Regarding Submissions, Postings and Other Communications](#), which is incorporated into this Agreement by this reference.

### **Security and Hacking**

You shall not violate or attempt to violate the security of the Site. Violations of system or network security may result in civil or criminal liability. You are solely responsible for the security of your communications to and through the Site.

### **Intellectual Property Rights and Restrictions**

All content and materials on the Site including, without limitation, any text, graphics, logos, buttons, icons, images, audio clips and software included on and/or accessed by or through the Site, are the property of DietFit or its licensors and are protected by U.S. and international patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide including, without limitation, moral rights and similar rights ("*Intellectual Property Rights*"). The compilation of all content on this Site is the exclusive property of DietFit and is protected by U.S. and international copyright laws. You acknowledge and agree that you do not acquire any ownership rights by virtue of downloading any content or material from the Site and that all rights not expressly granted hereunder are expressly reserved to DietFit.

The materials, images and other information made available on the Site may be used by you only for the purpose and in the context of this Site. You agree to comply with all policies and procedures posted by DietFit on the Site from time to time regarding the use of such materials, images and other information. Any use of such materials, images or other information for sale, distribution or any other commercial purpose whatsoever is strictly prohibited. Moreover, you may not in any way modify such materials, images or other information for any reason.

### **Online Copyright Infringement Notification Policy**

If you believe that the Site contains materials that constitute copyright infringement, please notify DietFit in accordance with our [Online Copyright Infringement Notification Policy](#).

### **Term and Termination**

You or DietFit may terminate this Agreement at any time, with or without cause, upon written notice to the other party. Furthermore, DietFit may terminate your access to, and use of, the Site immediately, if, in its sole discretion, DietFit believes that your conduct fails to conform with this Agreement. DietFit reserves the right to investigate suspected violations of this Agreement, including without limitation any violation arising from any submission, posting or e-mails you make or send to the Site.

Upon termination of this Agreement, all rights granted to you under this Agreement will cease immediately, and you agree that you will: (a) immediately discontinue use of the Site; and (b) pay any amounts owed to DietFit in full within thirty (30) days from the date of such termination.

### **Medical Information Warranty Disclaimer**

YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION DISCLOSED TO YOU VIA THE SITE INCLUDING, WITHOUT LIMITATION, ANY CONTENT, HEALTHCARE PROFESSIONAL, MEDICAL AND/OR SCIENTIFIC INFORMATION, RECOMMENDATIONS, PRODUCT RECOMMENDATIONS, PRODUCT DESCRIPTIONS AND/OR PRODUCT SAFETY/EFFECTIVENESS INFORMATION, ARE NOT OFFERED WITH ANY WARRANTY OR REPRESENTATION AS TO ABILITY, ACCURACY, COMPLETENESS, PERFORMANCE OR SUITABILITY FOR YOUR SITUATION, CONDITION, INTENDED PURPOSE OR COMPLIANCE WITH APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT DIETFIT HAS NO RESPONSIBILITY, AND DISCLAIMS ANY LIABILITY FOR, ANY DAMAGE, ILLNESS OR INJURY RESULTING FROM USING ANY PRODUCTS OR FOLLOWING ANY ADVICE, INFORMATION OR DISCLOSURES OF ANY KIND CONTAINED ON THIS SITE. YOU ACKNOWLEDGE AND AGREE THAT DIETFIT IS NOT PROVIDING

ANY MEDICAL, HEALTH CARE PROFESSIONAL OR SCIENTIFIC SERVICES VIA THE SITE. THE SITE IS NOT INTENDED IN ANY WAY TO REPLACE THE JUDGMENT OF ANY MEDICAL, HEALTH CARE AND/OR SCIENTIFIC PROFESSIONAL FAMILIAR WITH YOUR PARTICULAR SITUATION OR CONDITION. ALL MEDICAL QUESTIONS AND ISSUES SHOULD BE REFERRED TO YOUR DOCTOR OR TO AN APPROPRIATE MEDICAL, HEALTH CARE OR SCIENTIFIC PROFESSIONAL WHO CAN EXERCISE HIS OR HER PROFESSIONAL JUDGMENT BASED ON YOUR PARTICULAR SITUATION.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT SOME OF THE products, SERVICES or INFORMATION ON THIS SITE may not be available or approved for use in all jurisdictions, or for which the approved uses may vary from jurisdiction to jurisdiction. Nothing on the Site is intended to be a solicitation or promotion for any product, or as instruction for the use of any product in a particular manner. You are responsible for complying with applicable laws governing your particular circumstance.

### **Site Warranty Disclaimer**

YOU ACKNOWLEDGE AND AGREE THAT YOU USE THE SITE SOLELY AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION. DIETFIT DOES NOT WARRANT THAT THE SITE, OR ANY PART THEREOF, WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. DIETFIT ALSO DOES NOT GUARANTEE THE QUALITY, ACCURACY, OR TIMELINESS OF ANY THIRD PARTY SITES THAT LINK TO OR FROM THIS SITE NOR DO DIETFIT ENDORSE OR ADOPT ANY OF THE VIEWS EXPRESSED OR OF THE PRODUCTS AND SERVICES SOLD ON THOSE SITES. UNLESS OTHERWISE EXPRESSLY AND SPECIFICALLY STATED, YOU ACKNOWLEDGE AND AGREE DIETFIT SHALL HAVE NO LIABILITY TO YOU WHATSOEVER FOR ANY SUCH THIRD PARTY SITES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **Limitation of Liability**

DIETFIT DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS, INJURY OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, THE SITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE SITE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF DIETFIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU (AND NOT DIETFIT) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE. IF FOR ANY REASON ANY OF THE FOREGOING LIMITATION OF LIABILITY IS HELD TO BE UNENFORCEABLE OR TO FAIL OF ITS ESSENTIAL PURPOSE, THE AGGREGATE LIABILITY OF DIETFIT ARISING OUT OF OR RELATING TO THE SITE AND THIS AGREEMENT (INCLUDING FOR NEGLIGENCE OR STRICT LIABILITY) SHALL BE LIMITED TO YOUR DIRECT DAMAGES ACTUALLY INCURRED UP TO \$250.

### **Indemnification**

You shall indemnify, defend and hold harmless DietFit and its sponsors, business affiliates, subsidiaries, affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns from and against any and all claims, liabilities, obligations, judgments, causes of actions, costs and expenses (including reasonable attorneys' fees) arising out of or relating to your use of the site in violation of this agreement or the infringement by you of any intellectual property rights of any person or entity.

### **Jurisdictional Issues**

The substantive laws of the Commonwealth of Virginia, USA will govern with respect to all matters relating to or arising out of this Agreement, or the use (or inability to use) the Site, and that such laws will apply without regard to principles of conflict of laws. You and DietFit agree and hereby submit to the exclusive jurisdiction and venue of the appropriate state courts located in FAIRFAX County, virginia, USA, and the Federal courts located in alexandria, virginia, with respect to such matters.

### **Severability**

Should any of the terms and conditions of this Agreement be held invalid, that invalid provision shall be construed to be consistent with the applicable law, and in a manner so as to remain consistent with the original intent of DietFit. Provisions not otherwise held invalid shall remain in force.

### **Changes and Notifications**

DietFit reserves the right, in its sole discretion, to update, revise, supplement and to otherwise modify this Agreement, and to impose new or additional terms and conditions on your use of the Site from time to time. You will be provided notice of such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions by any reasonable means including by posting to the Site. You will have the opportunity to review such changes. Your continued viewing or use of the Site following such notice will be deemed to indicate your conclusive acceptance of any and all such changes. If you find any change DietFit makes to be unacceptable, you may terminate your use of this Site at anytime in accordance with the Termination Section above. Your use of the Site after the effective date of any such change constitutes your continued acceptance of this Agreement, as changed.

### **Entire Agreement**

This Agreement constitutes the entire agreement between you and DietFit with respect to your use of the Site, superseding any prior agreements between you and DietFit relating to such subject matter.

If you have any questions about this Agreement, you may contact DietFit at [info@dietfit.com](mailto:info@dietfit.com).

# Privacy Notice

DietFit™ is committed to protecting the privacy of our visitor's personally identifiable information. To better protect your privacy, we will explain our online information practices and the choices you can make about the way your personal information is used.

## What Information We Collect and How We Use It

For access to all the features of the Easy DietFit System™ you must become a DietFit™ member. This will require that you provide some personal information that is required for credit card processing (e.g. name and address), and some limited health information (e.g. age range, height, weight, physical activity level, desired weight loss - if any), which will enhance the functionality of the Easy DietFit System™.

We use this information to enable you to create and save meals using both PictureMenus and our MealBuilder program, to generate your DietProfile, to generate your DietTest scores, to track your progress in HealthCentral, and to enable you to use our HealthTools. We also may use this information to communicate with you, for example, in response to your requests for information and possibly to provide you with opportunities to purchase products, programs and services that we believe may be of interest to you.

We use third party credit card processors to process your credit card when purchasing either a membership to the DietFit Site or goods and services that we offer. We provide information to these credit card processors as necessary for them to provide their services. Use of your information by these companies shall be governed by their respective privacy policies. To our knowledge, these companies do not retain, share, store or use personally identifiable information for any secondary purposes.

We may aggregate information we collect from the site. We may use this aggregate information to determine the effectiveness of the services offered through the site. In addition, we may share this aggregate information with our partners and advertisers to offer you products or services through the site. This information is not linked to any personally identifiable information, and except as provided below, we will never share your personally identifiable information with third parties, without your affirmative permission.

## Non-Personally Identifiable Information

We may collect certain non-personally identifiable information about our visitors when you visit many of our web pages such as the type of browser you are using (e.g.,

Netscape, Internet Explorer), the type of operating system you are using, (e.g., Windows '98, Windows 2000 or Mac OS) and the domain name of your Internet service provider (e.g., America Online, Earthlink).

We use the non-personally identifiable information that we collect to improve the design and content of our site and to enable us to personalize your Internet experience. We also may use this information in the aggregate to analyze site usage, as well as to offer you products or services.

## **Legal Process**

We may disclose personally identifiable information in response to legal process or when we believe in good faith that the law requires it, for example, in response to a court order, subpoena, or a law enforcement agency's request.

## **Choices/Opt-Out**

We may contact you to provide you with opportunities to purchase products or services that may be of interest to you. If you prefer not to receive marketing information from this site, just let us know by logging into your account and changing your preference accordingly.

## **Cookies**

To enhance your experience with our site, we use "cookies." Cookies are text files we place in your computer's browser to store your preferences. Cookies, by themselves, do not tell us your e-mail address or other personally identifiable information unless you choose to provide this information during registration at our site. However, once you choose to furnish us with personally identifiable information, this information may be linked to the data stored in the cookie. This does not in any way affect the security of credit card information which is handled separately.

We use cookies to track your progress using our specialized graphical applications, understand site usage, and improve the content and offerings on our site. For example, we may use cookies to personalize your experience at our web pages (e.g., to recognize you by name when you return to our site), save your password in password-protected areas, and save valuable information that lets you track important health information. We do not, however, use cookies to collect information for marketing purposes.



## **Collection of Information by Third-Party Sites and Sponsors**

Our site may contain links to other Web sites (e.g., sites that provide additional information on diet, health, and nutrition issues), whose information practices may be different from ours. Visitors should consult the other sites' privacy notices as we have no control over information that is submitted to, or collected by, these third parties.

We may sometimes offer promotions that are sponsored by, or co-branded with, identified third parties. By virtue of these relationships, the third parties may obtain personally identifiable information that visitors voluntarily submit to participate in the site activity. DietFit has no control over the third party's use of this information. We will inform you at the time of requesting personally identifiable information if third parties might obtain such information.

## **Security**

We have appropriate security measures in place to prevent against unauthorized access to information that we collect online.

## **Business Transitions**

If DietFit goes through a business transition, such as a merger, acquisition by another company, or sells a portion of its assets, your personally identifiable information may, in many instances, be part of the assets transferred. You will be notified via prominent notice on the site for 30 days prior to a change of ownership or control of their personal information. If, as a result of the business transition, the your personally identifiable information will be used in a manner different from that stated at the time of collection, you will be given a choice regarding this use consistent with our notification of changes section.

## **Notification of Changes**

If we decide to change our privacy policy, we will post those changes to this privacy statement, the home page of our site, and other places we deem appropriate so that you are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We will use information in accordance with the privacy policy under which the information was collected.

If, however, we are going to use your personally identifiable information in a manner different from that stated at the time of collection, we will notify you via email. You will have a choice as to whether or not we use their information in this different

manner. However, if you have opted out of all communication with DietFit, or deleted/deactivated your account, then we will not contact you, nor will your personally identifiable information be used in this new manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post a prominent notice on our site notifying you of the change. In some cases where we post a notice we will also email you, if you have opted to receive communications from us, notifying you of the changes in our privacy practices.

## **Reviewing Your Information**

If you would like to review and update or correct the personally identifiable information that we have collected from you online, simply log into your account using your username and password and make changes accordingly.

## **Contact Us**

If you have any questions regarding this statement or would like more information on our privacy practices, please contact us at [privacy@dietfit.com](mailto:privacy@dietfit.com).

# DIETFIT POLICY REGARDING SUBMISSIONS, POSTINGS AND OTHER COMMUNICATIONS

## Submissions

All remarks, suggestions, ideas, graphics, or other information communicated by you to DietFit through this Site (collectively, the "*Submission*") will forever be the property of DietFit and you waive all of your rights, including but not limited to moral rights, therein if applicable, provided that you will continue to be responsible for the content of the Submission including, without limitation, any indemnification obligations related to such Submissions. DietFit will not be required to treat any Submissions as confidential, and will not be liable for any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future DietFit operations. Without limitation, DietFit will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere and will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission. DietFit retains the right to review, edit or delete from this Site any Submission which DietFit in its sole discretion considers illegal, offensive, in violation of a third party right or otherwise inappropriate.

## Postings and Message Boards

DietFit requires that you do not post e-mails or submit to or publish through the Site or otherwise make available on this Site any content, or act in a way, which in our opinion:

- (a) libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- (b) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (c) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- (d) violates any law or may be considered to violate any law;
- (e) you do not have the right to transmit under any contractual or other relationship (e.g., inside information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);
- (f) advocates or promotes illegal activity;
- (g) impersonates or misrepresents your connection to any other entity or person or

otherwise manipulates headers or identifiers to disguise the origin of the content;

(h) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as specifically authorized on this Site;

(i) solicits funds, advertisers or sponsors;

(j) includes programs which contain viruses, worms and/or "Trojan horses" or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;

(k) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Site;

(l) copies any other pages or images on this Site except with appropriate authority;

(m) includes MP3 format files;

(n) amounts to a "pyramid" or similar scheme;

(o) amounts to 'data warehousing' (i.e., using any web space made available to you as storage for large files which are only linked from other sites). You must provide a reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via DietFit;

(p) disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site;

(q) involves spoofing or otherwise impersonating any person or entity, including, without limitation, any other users or any of DietFit's personnel, or falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forging any TCP/IP packet header or any part of the header information in any e-mail or other posting; or

(r) contains links to other sites that contain the kind of content, which falls within the descriptions set out at (a) to (q) above.

### **Email and Other Communications**

In connection with your use of the Site, you consent to DietFit recording any communication, electronic or otherwise, between you and DietFit and retaining any information and data you submit while using the Site.

In using the Site, you may be permitted to communicate electronically with DietFit by

sending electronic mail to DietFit; however, you acknowledge and agree that only general information or inquiries may be submitted to DietFit via electronic mail and any other submissions or communications on or through the Site (*e.g.*, the placement of orders) may be submitted only in accordance with the express instructions set forth on the Site for such submissions or communications. Please do not send any time-sensitive communications to DietFit as DietFit cannot be responsible for responding to any such communications.

## **Investigations**

DietFit may seek to gather information from the user who is suspected of violating this Agreement, and from any other user. DietFit may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If DietFit believes, in its sole discretion, that a violation of this Agreement has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. DietFit will fully cooperate with any law enforcement authorities or court order requesting or directing DietFit to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate this Agreement. **YOU WAIVE AND HOLD HARMLESS DIETFIT FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY DIETFIT DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER DIETFIT OR LAW ENFORCEMENT AUTHORITIES.**

## **ONLINE COPYRIGHT INFRINGEMENT NOTIFICATION POLICY**

If you believe that the Site contains materials that constitute copyright infringement, please notify our Designated Agent in writing using the following contact information:

**DietFit, Inc.**

**Name of Designated Agent to Receive Notification of Claimed Infringement:**

Ben R. Pogue

**Full Address of Designated Agent to Which Notification should be Sent:**

4721 Tarpin Lane, Alexandria, VA 22309

**Telephone Number of Designated Agent:** 703-967-4141

**Facsimile Number of Designated Agent:** 703-780-3230

**Email Address of Designated Agent:** brpogue@aol.com

Under Title 17, United States Code, Section 512(c)(3)(A), your notice of a claimed copyright infringement to our Designated Agent must be in the form of a written communication that includes the following information:

1. Your address, telephone number and e-mail address;
2. Identification of the copyrighted work (or works) that you claim has been infringed;
3. A description of the material that you claim is infringing the copyrighted work;
4. A clear description of where the infringing material is located on our Site, including its URL, so that DietFit can locate the material;
5. A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
7. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest.