

DrakeCPE Terms of Use

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Agreement Between User and DrakeCPE

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No Unlawful or Prohibited Use

As a condition of your use of the Site, you warrant to Drake that you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of any of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

Use of Communication Services

- The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and materials that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:
 - Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
 - Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
 - Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
 - Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
 - Conduct or forward surveys, contests, pyramid schemes or chain letters;
 - Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
 - Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - Restrict or inhibit any other user from using and enjoying the Communication Services;
 - Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
 - Harvest or otherwise collect information about others, including email addresses, without their consent; or
 - Violate any applicable laws or regulations

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- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Brenda Burrell
Drake Software, LLC
235 E Palmer St
Franklin, NC 28734
Legal@drakesoftware.com

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