

# DrakeCPE Terms of Use

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## **Agreement Between User and DrakeCPE**

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Drake reserves the right to modify and update these Terms of Use from time to time in Drake’s sole discretion. All changes are effective immediately when posted to the Site and apply to all access to and use of the Site thereafter. By continuing to use the Site following the posting of such modifications, you agree to be bound by the revised Terms of Use.

## **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.

Drake has no obligation to monitor the Communication Services. However, Drake reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Drake reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

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By posting, uploading, inputting, providing or submitting your Submission you represent and warrant that (i) you own or otherwise control all of the rights in and to your Submission and have the right to grant to Drake the license to use such Submission, as described in this section and (ii) all of your Submissions do and will comply with these Terms of Use.

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In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
  - 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](mailto:legal@drakesoftware.com)

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## **Consent to Electronic Communications**

By using the Site, you consent to receive all communications, notices, agreements, renewals, statements, and disclosures (collectively, "Communications") electronically. Drake may provide Communications to you related to the Site and the services by electronic communication, including by email, facsimile, or by making such Communications available on the Site.

## **Termination/Governing Law**

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## **Entire Agreement**

These Terms of Use, together with our Privacy Notice, constitute the entire agreement between you and Drake regarding your use of the Site and related services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

## **Questions and Comments**

If you have questions or comments about the Site or the services provided by Drake, please contact us at: [webmaster@drakesoftware.com](mailto:webmaster@drakesoftware.com).