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These Terms of Use constitute the entire agreement between you and **Denise OConnell**, governing your use of these Websites, superseding any prior agreements. These Terms of Use and the relationship created by it are governed by the laws of the State of Washington, without regard to its conflict of law provisions. As such, you agree to submit to the personal and exclusive jurisdiction of the courts located within King County, Washington. Any failure to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of the right of provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the other provisions of these Terms of Use will remain in full force and effect.

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- a. Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;

- b. Identification of the material that you claim is infringing, including a description of where it is located so that our copyright agent can locate it;
- c. Your name, address, telephone number, and, if available, e-mail address, so that our copyright agent may contact you about your complaint; and
- d. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Our designated copyright agent to receive DMCA Notices is:

Website Manager Denise OConnell dba; Eastside Homes and Lifestyle, and or Winter Park Mountain Homes

Business Name Coldwell Banker Bain

Business Street Address 150 Bellevue Way SE

Business City State Zip Bellevue Washington, 98004

Business Email Address Denise@deniseoconnell.com Or Deniseoconnell@cbbain.com

If you do not comply with all of the requirements of Section 512(c)(3) of the DMCA, we are not obligated to honor your DMCA Notice. If your notice does comply the material that you claim is infringing will be removed from the Website.

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may submit a counter notification to our copyright agent. Under the DMCA, a valid counter notification must include substantially the following

- a. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- b. Your name, address, telephone number, and, if available, e-mail address, so that our copyright agent may contact you about your counter notification;
- c. A signed statement under penalty of perjury that you have a good faith belief that the material identified in your counter notification was removed or disabled as a result of mistake or misidentification; and
- d. A signed statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the U.S., for any judicial district in which the Site may be found; and that you will accept service of process from the person (or agent of that person) who provided the Site with the DMCA Notice at issue.

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Website Manager Denise OConnell dba; Eastside Homes and Lifestyle, and or Winter Park Mountain Homes

Business Name Coldwell Banker Bain

Business Street Address 150 Bellevue Way SE

Business City State Zip Bellevue Washington, 98004

Business Email Address Denise@deniseoconnell.com Or Deniseoconnell@cbbain.com

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