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- impersonate any person or entity
- violate the legal rights of another party, such as by infringing another's intellectual property rights through the posting or uploading or use of Forum Content (including without limitation, photographs or images), and further including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) or any other proprietary rights unless you own or control the rights thereto or have received all necessary consent to do the same.
- forge email headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Veritas Open Exchange (VOX) or the Services
- use the Veritas Open Exchange (VOX), Discussion Forums, or the Services to compile commercial, political, or charitable mailing lists or to facilitate the transmission of spam, junk mail, chain letters, or obscene or profane content
- upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising or promotional materials (including sweepstakes materials)

- Harvest or otherwise collect information about others, including e-mail addresses
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another
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- Restrict or inhibit any other user from using and enjoying the Veritas Open Exchange (VOX), Discussion Forums, or Services
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- Violate any applicable laws or regulations; or
- stalk, harass, threaten any other individual, or engage in other disruptive conduct in a Discussion Forum.

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1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify (i) the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and provide information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the site where such material may be found, and (ii) the reference or link, to the material or activity that you claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL of the link shown on the site where such reference or link may be found. You must identify each separate item of infringing material.
3. Provide information reasonably sufficient to permit Veritas to contact you (email address, telephone number, and a mailing address).

4. Include both of the following statements in the body of the Notice, if they are true:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide your full legal name and your electronic or physical signature.
6. Deliver this Notice, with all items completed, to Veritas Designated Copyright Agent:

Veritas Technologies LLC Attn: Copyright Agent 500 E. Middlefield Road, Mountain View, CA 94043

BY EMAIL: DMCA@Veritas.com with the words "DMCA Complaint" in the subject line.

If you fail to comply with all of the requirements set forth above, your DMCA notice may not be valid. Further, failure to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances of such infringing activity to Veritas. Counter Notification procedures are provided at the link at the bottom of the Veritas Site under [Legal Terms](#) -- Claims of Copyright Infringement.

13. GENERAL INFORMATION

Entire Agreement

These Terms of Use constitute the entire agreement between you and Veritas governing your use of the Veritas Open Exchange (VOX) and the Services, superseding any prior agreements, whether written or oral, between you and Veritas regarding the subject matter hereof. Of course, you also may be subject to additional and separate terms and conditions that apply when you use or purchase other Veritas products, services, or affiliate services, or third-party content or software.

Governing Law and Jurisdiction

These Terms of Use shall be governed by the laws of the State of California without giving effect to any conflict of law principles that may require the application of the law of another jurisdiction. In connection with any claims, dispute, controversies, or proceeding arising from or relating to the Veritas Open Exchange (VOX) or the Services, you agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the Northern District of California. You and Veritas agree to submit to the jurisdiction of, and you hereby consent to the exercise of jurisdiction over you by such courts in any such legal action or proceeding. Veritas makes no representation that information on this web site are appropriate or available for use in all countries, and prohibits accessing materials from territories where

contents are illegal. Those who access this site do so on their own initiative and are responsible for compliance with all applicable laws. The foregoing notwithstanding, the parties agree that this provision may not be deemed enforceable, in whole or in part, by courts in other countries.

Waiver

The failure of Veritas to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

No Assignment or Transfer

You agree that any Veritas registration with the Veritas Open Exchange (VOX)(s) is non-transferable and these Terms of Use are non-assignable.

Severability

If any clause or provision set forth above is determined to be illegal, invalid or unenforceable under present or future law, then, in that event the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

Section Headings

The section headings in these Terms of Use are for convenience only and have no legal or contractual effect.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Veritas Open Exchange (VOX) or the Services or these Terms of Use must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

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