

JANUARY 14, 2009

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- Impersonate or represent DeviceVM, our staff or other industry professionals.
- Solicit a member's password or other account information.
- Harvest user names, addresses, or email addresses for any purpose other than to conduct DeviceVM business.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Disrupt the flow of chat in any manner, including without limitation vulgar language or abusiveness.
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.

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- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have 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 that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit DeviceVM to locate the material.
- Information reasonably sufficient to permit DeviceVM to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DeviceVM's agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

By mail:

Copyright Agent

c/o DeviceVM, Inc.

1054 South De Anza Blvd. Ste. 200

San Jose, CA 95129

By phone:

(408) 861-1088

By e-mail:

agents@splashtop.com

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If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

- A physical or electronic signature of the user.
- 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.
- A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification under subsection (c)(1) (C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

By mail:

Copyright Agent
c/o DeviceVM, Inc.
1054 South De Anza Blvd. Ste. 200
San Jose, CA 95129

By phone:

(408) 861-1086

By e-mail:

agents@plashtop.com

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