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- (b) a description of the copyrighted work that you claim has been infringed;
- (c) a description of where the material that you claim is infringing is located on the Site or in our Service;
- (d) your address, telephone number, and email address;
- (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please send all of the above information to:

By e-mail: [dmca@outbrain.com](mailto:dmca@outbrain.com)

By mail: Outbrain Inc., 39 West 13th Street, New York, NY 10011; ATTN: DMCA Agent and Legal Department

If you do not send us all of the required information, your notice/request may not be valid.

2.3. If you believe any of your other intellectual property rights, have been violated, please follow the same information and a takedown request sent to: [ipviolations@outbrain.com](mailto:ipviolations@outbrain.com).

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In addition, we may use cookies or other automated means of data collection. Please read our Privacy Policy and [Cookie Glossary](#) for more information.

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## **6. Governing Law.**

6.1. These Terms shall be governed by and construed in accordance with the laws of the State of New York in the United States, without regard to its choice of law provisions. You agree to submit to personal jurisdiction in the State of New York and further agree that any cause of action arising from or relating to the use of the Site or these Terms shall be brought exclusively in the Federal or State Courts residing in New York, New York.

To the fullest extent of the law, you agree that any claim or cause of action arising from or relating to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

6.2. Under California Civil Code Section 1789.3, residents of California who use the Site are entitled to know that they may file grievances and complaints with: Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## **7. Termination.**

Outbrain, in its sole discretion, may terminate or suspend use of the Sites at any time for any reason or for no reason at all, without prior notice or liability to you. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **8. Miscellaneous.**

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8.2 When using the Site, you agree to comply with all laws in your jurisdiction (including but not limited to copyright laws) and not use the Site for any purpose that is unlawful or prohibited by these Terms. By way of example, you shall not: (i) post or transmit any communication or solicitation intended to obtain password, account, or private information from any Outbrain user; (ii) create or submit spam to any Outbrain users or any URL; (iii) use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission; (iv) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site or Service; and (v) bypass any measures we may use to prevent or restrict access to the Site.

8.3. If any part of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.

## **9. Electronic Communications.**

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