

First Approval terms and conditions

Introduction

Welcome to firstapproval.io, the official website of First Approval Inc. ("First Approval" or "we"), registered in Delaware USA (C-corp, EIN 32-0750104). These Terms of Use ("Terms") govern your access to and use of the firstapproval.io website and all associated domains (collectively, the "Site"), as well as the services, features, content, applications, and products (together with the Site, referred to as the "Service") offered by First Approval.

Please read these Terms carefully before using the Service. By accessing, browsing, or otherwise using the Site or any part of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you should not use or access the Service.

First Approval is dedicated to facilitating the sharing and publishing of research data in a user-friendly, efficient, and ethical manner. Our Service is designed to cater to researchers, academics, institutions, and anyone interested in the distribution and utilization of research data. Through our platform, users can publish datasets with various access conditions, ranging from open access to access on a per-request basis, and engage in collaborative opportunities such as co-authorship in future publications.

It is important to note that the use of our Service is subject to your compliance with these Terms, which constitute a legally binding agreement between you and First Approval. We reserve the right to update or modify these Terms at any time without prior notice, and your continued use of the Service following any such changes constitutes your agreement to be bound by such revised Terms.

Please note that First Approval is currently in a beta-testing phase. This means that the platform is still under development and may contain bugs, errors, and may not operate with the same level of functionality, availability, or security as a final, fully developed product. We invite users to participate in this beta phase to help us identify issues and improve the platform. However, users should be aware of the potential limitations and exercise caution while using the platform during this testing phase.

If you have any questions or need further clarification regarding these Terms or the Service, please contact us at sergei@firstapproval.io

Definitions and Roles

1. *Data Authors*: A Data Author refers to any individual or entity that submits, uploads, or otherwise provides datasets or research materials to the Service. Data Authors are responsible for ensuring the accuracy, legality, and ethical compliance of their submitted content. By submitting content to the Service, Data Authors agree to abide by these Terms and any additional policies related to data submission.

2. *Data Users*: Data Users are individuals or entities that access, download, or utilize datasets or research materials available on the Service. Data Users must adhere to the access conditions and usage terms set by Data Authors or by First Approval, including any licensing agreements or restrictions. Data Users are obligated to respect the intellectual property rights and academic integrity of the content they access.

3. *Website Users*: Website Users refer to any individuals or entities who interact with the First Approval platform through its website (firstapproval.io), regardless of whether they upload, download or explore content. This includes users who browse the site, read published datasets, annotations, or other materials, participate in forums or discussions, or use any other services provided by the website.

4. *Datasets*: A Dataset is a collection of data, often in a structured or organized format, submitted to the Service by Data Authors. Datasets may include raw data, processed data, software, algorithms, protocols, and other research-related materials. The terms governing the use of each Dataset are determined by its Data Author, subject to the overarching policies of First Approval.

5. *Dataset Annotation*: comprehensive document prepared by the Data Author, which encapsulates the detailed descriptions, methodologies, file structures, and any relevant information pertaining to the dataset(s). This document functions akin to a scientific publication, providing a thorough overview and understanding of the dataset(s) to potential Data Users and other interested parties.

6. *Open Access and Per-Request Access*: First Approval supports various access models for Datasets, including open access and per-request access. Open Access allows unrestricted access to Datasets, whereas Per-Request Access requires specific approval or conditions to be met for dataset utilization.

7. *Co-Authorship and Collaboration*: When a Data User utilizes a Dataset in a way that leads to a co-authored publication or a collaborative project, an agreement outlining

the terms of co-authorship or collaboration may be required. Such agreements are separate documents and must be adhered to in addition to these Terms.

8. *Dataset Downloads*: The Service allows for the downloading of Datasets under certain conditions. Data Users must comply with the terms of use specified for each Dataset, which may include restrictions or obligations imposed by the Data Author or by First Approval.

About Website Users

If you agree to these Terms as an individual, user must be at least 18 years old and otherwise of legal age to form a binding contract. If you are acting on behalf of an institution, business, organization, agency or other entity (an "**Organization**"), users must ensure that: (i) you have authority to bind that Organization to these Terms, and your agreement to these Terms will be treated as the agreement of the Organization, and (ii) any individual or entity to whom you provide access to the Service is made aware of and complies with these Terms. In that case, "you" and "your" in these Terms shall refer to the Organization you represent.

About the Datasets and Dataset Annotations on the Service

Parts of the Service are used to make research outputs available in a shareable and discoverable way. If you access, via the Service, Datasets and Dataset Annotations deposited by a user, you expressly acknowledge that nothing in these Terms transfers or grants you any licence or right in respect of that Dataset, but without prejudice to any licence or right granted to you by the relevant rightsholder ("**Published Access Conditions**").

Details of the Published Access Conditions for a particular Dataset are referenced in the associated Dataset Annotation and/or listed on the page on which the Published Content is displayed and, for example, may be in the form of a [creative commons](#) license. You agree not to remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, or licence terms / restrictions, used in relation to any Dataset.

First Approval does not review the content of any Published Datasets and specifically excludes (without limitation) any warranty regarding the scientific accuracy, completeness or quality of the information contained in the Published Content. You acknowledge all Published Content is accessed, used and relied upon entirely at your own risk and you will be solely responsible for any loss or liability that may arise from the same.

About the Service

You acknowledge that the Service (excluding the Datasets) is owned by or licensed to First Approval and/or its affiliates, and is protected by copyrights, trademarks, service marks, patents, trade secrets and/or other industrial and proprietary rights and laws, including international conventions and treaties ("Proprietary Rights"). In particular, you acknowledge that the Site and other parts of the Service, including its underlying databases, are protected by copyright as collective works and/or compilations pursuant to copyright and database laws.

Nothing in this Agreement shall operate to transfer any Proprietary Rights in any part of the Service or give rise to any implied rights. You agree not to remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to any Content or other part of the Service.

Reference to the "Service" in these Terms includes associated documentation and APIs, and other sites that refer to these terms, operated by or on behalf of First Approval, together with the Content made available on or via any other part of the Service, as the context permits.

Using the Service

Acceptable Use

Without prejudice to any Published Content Licence or Contract, the Service is provided only for your personal, non-commercial research purposes, at all times subject to these Terms. You shall not otherwise use any part of the Service without the prior and express written agreement of First Approval.

By way of example, and not as a limitation, you shall not, do or assist, encourage or permit any person to do any of the following in respect of any part of the Service:

- copy, save to the extent necessary for viewing the Content in your browser or where specifically made available for download, for that purpose;
- distribute, give or allow access to or otherwise make available to any other person, or frame, mirror, overlay, or employ other technologies used to enclose, display or similar;
- modify, translate, adapt or create derivative works;
- sell, rent, lease, license, loan, commercialize or use for the benefit of any other person nor in connection with any direct or indirect revenue-generating activities (including generating internet traffic for websites containing advertising) or that result in developments that are used for such activities. For the avoidance of doubt, uses in connection with work that is carried out on the request, or at the direction or expense, of a person will be considered as being for the benefit of that person;

- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing", run any form of auto-responder or "spam" or use in connection with any unsolicited communication, advertising or similar;
- use in connection with any search functionality, or to otherwise power any products / apps / tools / systems, accessed by or on behalf of any other person;
- attempt to bypass any measure intended to prevent or restrict non-authorized use, make use of any means of access not made available for that purpose (including via accounts, computer systems or networks connected to the Service) or probe, scan, or test for vulnerabilities;
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms except to the extent reserved by applicable laws and having given First Approval prior notice;

Additionally, you must not take any action that imposes or may impose (as determined by First Approval in its sole discretion) an unreasonable or disproportionately large load on First Approval (or its third party providers') infrastructure nor interfere or attempt to interfere with the normal and proper working of the Service or any activities conducted on the Service. Without limiting that discretion, First Approval may determine unreasonable usage by comparing your activity for any given period against the average for all equivalent users of the relevant part of the Service.

Registration

You may browse the Site without registering, but as a condition to using certain parts of the Service, for example to deposit or publish Content, you may be required to register with First Approval and select a password and user name ("**User ID**"). You must not: (i) select or use as a User ID a name of another person with the intent to impersonate that person; (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID a name that is otherwise offensive or obscene. First Approval reserves the right to refuse registration of, or cancel a User ID in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of any password. You shall not: (i) impersonate or try to impersonate another person; (ii) disclose your password to anyone else; (iii) allow anyone else to use your account; or (iv) use anyone else's account. You must immediately notify First Approval in writing of any unauthorized use of your account, or other account related security breach of which you become aware.

You represent that all information you provide is accurate and truthful and that you will maintain the accuracy and truthfulness of such information by any feature we make available for that purpose or otherwise by notifying First Approval in writing.

Personal Accounts at First Approval.com

Individuals may register personal accounts at First Approval.com ("**Sign up**") to use for their personal research purposes. If you register a Personal Account, you should only deposit your own research to that account, and only publish Content that you are free to publish, and always in accordance with the requirements of any funding. You must also comply with the "User Submissions" section below.

Custom First Approval Collections

First Approval operates and supports custom First Approval collections ("Collection") to assist organizations not only in making their research outputs available in a citable, shareable, and discoverable manner but also in synthesizing key information within their field and gathering essential data for funding decision-making processes. These collections serve as a vital resource for compiling and disseminating both research findings and strategic data insights. Collections may be hosted on a subdomain of First Approval.com or a separate URL.

If you belong to or are otherwise associated with an Organization ("**Collection Owner**") that has its own Collection, you may be able to register an account that is linked to that Collection. YOU EXPRESSLY ACKNOWLEDGE THAT THE COLLECTION OWNER WILL HAVE CERTAIN ADMIN RIGHTS OVER SUCH AN ACCOUNT AND ACCESS TO / CONTROL OVER THE DATA YOU PROVIDE AS PART OF THE ACCOUNT REGISTRATION PROCESS ("**ACCOUNT DATA**") AND CONTENT YOU DEPOSIT TO THE COLLECTION. For example, the Collection Owner may enable or disable your access to the Collection, track usage, and configure deposit and publication settings. Accordingly, you should review the Collection Owner's policies before depositing Content and otherwise using a Collection. While such policies do not form part of these Terms, by using any part of a Collection that requires registration, you agree with the Collection Owner to comply with them. You must also ensure that the Collection Owner is authorized and otherwise free to lawfully host and otherwise use any Content you deposit as contemplated. If you have any questions about those policies, you should discuss them with the Collection Owner. In addition to those policies, you must comply with the "User Submissions" section below.

If a Collection Owner chooses to close a Collection, typically users will have the option to transfer their Content to a Personal Account, although this may depend on the terms of First Approval's contract with the Collection Owner. Notwithstanding, Content that has been published via a Collection may continue to be publicly accessible at First Approval.com and other sites on an indefinite basis.

Privacy and Security

Privacy Policy

For information on how First Approval collects, processes and uses your personal information, please refer to the privacy policy at [First Approval.com/privacy](https://firstapproval.com/privacy) which is subject to and forms part of these Terms. The privacy policy will apply to personal information collected in connection with a Personal Account.

In the case of Collections, we will only use or otherwise process Account Data to perform our obligations under the Contract and otherwise in accordance with the instructions of the Collection Owner. Accordingly, you should refer to the privacy policy of the Collection Owner for information about how it collects, processes and uses your personal information.

Security

The security of your private Content is a key priority for First Approval. For a description of the safeguards First Approval aims to keep in place in respect of your private Content, please refer to sergei@firstapproval.io. These safeguards will typically include measures to prevent unauthorized access, use, modification, deletion and disclosure of your private Content, while noting they vary or may not apply depending on the part of the Service you are using. For example, the Content on a Collection may be hosted by the Collection Owner, the security of which First Approval has no control. While First Approval makes regular backups of the Content it hosts, you should always keep a local copy of your important files.

User Submissions

What's a User Submission?

The Service may provide you with the ability to deposit, create, store, distribute, publish or otherwise submit ("**Submit**" or similar) Content on or to the Site or otherwise using the Service (collectively, the "**User Submissions**"). Without limiting the foregoing, User Submissions may be Submitted when you: (i) upload or import content, (ii) synchronize content such that the Service stores or "mirrors" content, (iii) add comments, edits or annotations, or (iii) share with another person any content, whether by email or other means.

Ownership

Nothing in these Terms transfers ownership of any Datasets from Data Authors to First Approval, so Data Author must ensure that First Approval is authorized and otherwise free to lawfully host and otherwise use any User Submission as envisaged by these Terms or the relevant Service. Data Author also agrees to provide such information as First Approval may request to demonstrate that you own or otherwise

control all rights required to make any Submission in accordance with these Terms and to grant the rights envisaged.

For clarity, these Terms do not grant First Approval any rights to Submissions beyond those required to operate, support and otherwise provide the Services, or as otherwise specified. For example, these will include rights to host, reformat and index User Submissions and product improvement, analytical, reporting and research purposes. If you (or in the case of Collections, the Collection Owner) have chosen to make any User Submission publicly available, these will also include rights to process that Content, and associated metadata, to make it more discoverable, and make the same available to others on an indefinite basis, including via Firstapproval.com. Data Authors understand that such User Submissions, and those that were chosen to share, will be accessed by individuals or entities that First Approval does not control. The rights and licences granted to First Approval shall extend to its affiliates and trusted third parties (for the purpose of their work for First Approval).

For Dataset Annotation, the Data Author hereby grants to First Approval the rights in accordance with the Creative Commons Attribution (CC BY) license. This license allows readers to copy, distribute, and transmit the Article, as long as the original author is credited. First Approval are also permitted to alter, transform, or build upon the Dataset Annotation, and to use the Dataset Annotation for commercial purposes. The full terms and conditions of the license can be further explored at <https://creativecommons.org/licenses/by/4.0/>

Changes to the Service

First Approval reserves the right, at its sole discretion, to change, suspend, or discontinue any part of the Service at any time without notice to you. This may involve the removal of any Content from the Service.

Changes to these Terms

First Approval reserves the right, at its sole discretion, to modify or replace any of these Terms at any time. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Service following the posting of any changes to the Site or otherwise notified to you constitutes acceptance of those changes.

These Terms were last updated in **Dec 2023**.

Third Party Sites

If any part of the Service is made available on or through other websites or other resources on the Internet and or includes links to such resources, or other websites or resources contain links to any part of the Service, this is done for convenience only and any access to, use of and/or reliance upon such resources is done entirely at your own risk and First Approval disclaims all liability arising therefrom.

Termination

First Approval may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of information associated with your account, including User Submissions. Upon termination, all rights granted under this Agreement shall terminate and you shall immediately stop using the Service. If you wish to terminate your account, you may do so by following instructions available on the relevant part of the Service. All provisions of these Terms which by their nature should survive termination shall survive termination, including ownership provisions, warranty disclaimers, indemnities and limitations of liability.

Warranty Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY, CONDITION OR GUARANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE OR NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT NO WARRANTY IS GIVEN THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM VIRUSES OR ERROR-FREE. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. THE FOREGOING PROVISIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

US Electronic Communications Privacy Act Notice (18 U.S.C. §§ 2701-2711): FIRST APPROVAL MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SERVICE OR ANY SITE LINKED TO THE SERVICE. First Approval will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on First Approval's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.

Indemnification

You shall defend, indemnify, and hold harmless First Approval and its affiliates, and their respective officers, directors, employees or agents, on demand from all losses, liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Service, violation of these Terms, or infringement or violation by you or caused by you, or any third party using your account, of any Proprietary Rights or other right of any person. First Approval reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with First Approval in asserting any available defenses.

US Government users

The Service is provided as "commercial computer software" / "commercial computer software documentation" and other commercial items including "technical data of a commercial item", as applicable. If any U.S. Government user requires rights beyond those expressly granted in these Terms, or has other requirements not met by these Terms / the Service, it should immediately discontinue use of the Service.

Limitation of Liability

IN NO EVENT SHALL FIRST APPROVAL, ITS AFFILIATES, SUPPLIERS, PARTNERS, INTEGRATORS, COLLECTION OWNERS, LICENSORS OR CONTENT PROVIDERS (NONE OF WHICH, FOR THE PURPOSES OF THIS CLAUSE, SHALL INCLUDE YOU) OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN EXCESS OF THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100) (IN THE AGGREGATE) OR THE FEES PAID BY YOU FOR THE SERVICE DURING THE 12-MONTH PERIOD PRECEDING THE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OR SAVINGS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES NOR FOR DATA LOSS OR CORRUPTION; OR (IV) FOR ANY MATTER ARISING FROM YOUR BREACH OR NEGLIGENCE, OR BEYOND First Approval'S REASONABLE CONTROL. THE FOREGOING PROVISIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Fees and payment

Although parts of the Service may be made available for free to certain users, this is done at First Approval's absolute discretion. First Approval reserves the right to

introduce new fees and change its price list at any time, upon notice to you, including by posting details of such change on the Site.

For paid-for Services purchased via the Site, fees will be based on the then current price list and must be paid in advance. If we issue an invoice in advance of payment, full payment must be received within thirty (30) days from the invoice date or such earlier date as may be specified. Payment obligations are non-cancellable and, except as expressly stated, fees paid are non-refundable. Prices included on the Site are illustrative only and subject to change at any time, and are stated exclusive of all taxes, levies, charges, duties or similar of any nature, including, for example, value-added, sales, use or withholding taxes (collectively, "Taxes").

You will be responsible for payment of any Taxes in addition to our fees. If we are required to collect or pay Taxes, the Taxes will be charged to you. This may involve adding VAT or sales taxes at the checkout / to our invoice(s) at a rate based on information you provide to us. Please note that any assessment we make, at the time of purchase, of the amount or applicability of any Taxes will rely on the information you have provided and you agree to reimburse us on demand for any additional costs or expenses we might incur if such information is not accurate and complete. Should any payment for the Services be subject to withholding tax or charge, you will also reimburse us on demand for such withholding.

If we give you access to a paid-for Service before we have received payment, this may be suspended or withdrawn at any time until payment is made in full.

Service descriptions

Whilst we try and ensure that all the information about the Services on the Site, including prices, is accurate, errors may occur. If such an error relating to a paid-for Service is discovered before a contract is formed, we may reject your order or provide you with the correct price and/or description, and give you an option to re-confirm or cancel your order. If such an error only becomes apparent after a contract is formed, and it's something you relied on to make the purchase, you should notify us straightaway.

Disputes

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled by arbitration in San Francisco, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in any arbitration or other proceeding arising under these Terms shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts or state courts located in San Francisco. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including this section.

Integration and Severability

These Terms are the entire agreement between you and First Approval with respect to the Site, Content and other parts of the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and First Approval with respect to the same. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Miscellaneous

First Approval shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond First Approval's reasonable control, including mechanical, electronic or communications failure or degradation (including "line-noise" interference). These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with First Approval's prior written consent. First Approval may assign, transfer or delegate any of its rights and obligations hereunder without consent. Any reference to "includes" and "including" shall mean including without limitation and general words shall not be given a

restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.

All notices under the Contract will be in writing and by email, although notice of information that is not specific to you may also be given by posting on a status or other webpage related to, or otherwise via, the Service. Notices to First Approval must be sent to info@FirstApproval.com, except for legal notices, such as notices of termination or a claim, which must also be sent by hand or registered mail to the UK address below and marked for the attention of the Legal Department. Notices will be deemed to have been duly given (i) in the case of emails (except legal notices) the business day after it is sent; (ii) in the case of notices via the Service, the day of the notice; and (iii) in the case of legal notices, if delivered by hand, upon delivery, or if sent by registered mail, on the recorded date of receipt.

Getting in touch

Your Feedback

Feedback, suggestions or other comments, about the Services are welcome. Please keep in mind these may be used and disclosed without any obligation to you.

Contact

If you have any questions about these terms or any part of the Service, please email us at info@FirstApproval.com or write to us at our registered address at: 254 Chapman Rd, Ste 208 #14685 Newark, Delaware 19702 Us.

US Copyright Dispute Policy

First Approval has adopted the following policy toward copyright infringement in the United States in accordance with the Digital Millennium Copyright Act or DMCA. The address of First Approval's Designated Agent to Receive Notification of Claimed Infringement ("**Designated Agent**") is listed at the end of this Section. It is First Approval's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- identification of works or materials being infringed;
- identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that First Approval is capable of finding and verifying its existence;
- contact information about the notifier including address, telephone number and, if available, email address;
- a statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
- a statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once Proper Bona Fide Infringement Notification is Received by the Designated Agent it is First Approval's policy:

- to remove or disable access to the infringing material;
- to notify the content provider, member or user, that it has removed or disabled access to the material; and
- that repeat offenders will have the infringing material removed from the system and that First Approval will terminate such content provider's, member's or user's access to the Service.

Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice at sergei@firstapproval.io or the following address:

First Approval INC.

254 Chapman Rd, Ste 208 #14685 Newark, Delaware 19702 Us

