

# MASTRANGELO

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7. Your Authority to Agree to the TOS. You represent, warrant, and covenant that: (a) you are at least eighteen (18) years old; and (b) you have the power and authority to enter into this agreement.
8. Indemnification. You agree, at your own expense, to indemnify, defend, and hold harmless FMS and its employees, representatives, Providers, affiliates, and agents, against any claim, suit, action, or other proceeding brought against FMS, its employees, representatives, Providers, affiliates, and agents, by a third party, to the extent that such claim, suit, action, or other proceeding brought against FMS, its employees, representatives, Providers, affiliates, and agents is based on or arises in connection with the website, or any links on the website, including, but not limited to: (i) your use or someone using your computer's use of the website; (ii) someone using your account on the website, where applicable; (iii) a violation of the TOS by you or anyone using your computer (or account, where applicable); (iv) a claim that any use of the website by you or someone using your computer (or account, where applicable) infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions, or alterations to the website by you or someone using your computer (or account, where applicable); (vi) any misrepresentation or breach of representation or warranty made by you contained herein; or (vii) any breach of any covenant or agreement to be performed by you hereunder. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' and experts' fees and costs awarded against or otherwise incurred by or in connection with any such claim, suit, action, or proceeding attributable to any such claim. FMS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in

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9. **Governing Law.** The TOS shall be governed and construed in accordance with the laws of the United States and the State of New York without giving effect to conflicts-of-law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located in New York County in the State of New York with respect to any legal proceedings that may arise in connection with the website or from a dispute as to the interpretation or breach of the TOS.
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12. **Headings.** The section titles in the TOS are used solely for the convenience of you and FMS and have no legal or contractual significance.
13. **Severability.** If any provision of the TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the TOS will remain in force.
14. **Entire Agreement.** The TOS and any other terms and conditions of service on [www.mastrangelo.co](http://www.mastrangelo.co) and its successor, constitute the entire agreement between you and FMS and govern your use of the website.
15. **Termination.** Either you or FMS may terminate the TOS with or without cause at any time and effective immediately. You may terminate the TOS by discontinuing your use of the website. FMS may terminate the TOS immediately without notice if you, in FMS's sole discretion, fail to comply with any provision of the TOS. Upon termination by you or FMS, you must destroy promptly all materials obtained from the website and any copies thereof.

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## C. Inquiries Regarding this Website.

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3. identification of the specific location on the website where the material that you claim is infringing is located;
4. your address, telephone number, fax number, and e-mail address;
5. a 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
6. 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.

The designated agent to receive notification of claimed infringement under Title II of the Digital Millennium Copyright Act is:

Fernando Mastrangelo Studio  
515 Johnson Ave  
Brooklyn, New York 11237  
email: [hello@mastrangelo.co](mailto:hello@mastrangelo.co)

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