

## **Reporting Copyright Infringement (DMCA Policy)**

**The Digital Millennium Copyright Act 17 U.S.C. Section 512 ("DMCA")** provides a legal procedure by which you can request that the operators of \_\_\_\_\_ ("Website") take-down your copyrighted work(s) appearing on the Website without your permission. This procedure requires that You send a written DMCA Notice of Alleged Infringement ("**Infringement Notice**"), as specified under the DMCA and as set forth below, to our designated agent for notice of copyright infringement ("**Designated Agent**").

If You are a copyright owner, or are authorized to act on behalf of a copyright owner, and You believe that copyrights are being infringed upon in connection with any content ("**Content**") displayed on the Website, please contact our Designated Agent in writing with the information set forth in the Infringement Notice Content section below, as follows:

Philip A. Nicolosi  
Phil Nicolosi Law, P.C.  
6735 Vistagreen Way, Suite 210  
Rockford, IL 61107  
(815)314-0022

**Please send your Infringement Notice by email to: [dmca@philnicolosilaw.com](mailto:dmca@philnicolosilaw.com).**

**Please use the following subject line: "Notice of Infringement."**

This Policy follows the procedures provided in the DMCA, which prescribes a notice and take-down procedure, subject to the registered user's right to submit a counter-notification claiming lawful use of any disabled Content. In the event any of the provisions in our policy conflict with any applicable requirements under the DMCA then the requirements under the DMCA shall supersede and control and the hereby incorporated into this policy by reference. If we are notified of any claimed copyright infringement, or otherwise become aware of facts and circumstances from which infringement is apparent, we will respond expeditiously by removing the Content or disabling access to the Content that is the subject of the alleged infringing activity.

**Infringement Notice Content:** If You believe that any Content appearing on this Website constitutes copyright infringement, you must submit the following information to us in writing consistent with the DMCA: 1) an electronic or physical signature of any person authorized to act on behalf of the owner of the protected interest; 2) a brief description of the copyrighted work that You claim has or is being infringed upon; 3) a description of the location on the Website where any allegedly infringing Content may appear, including the URLs of web pages and/or hyperlinks; 4) Your address, telephone number, and email address; 5) a statement by You stating that You have a good faith belief that the infringing use is unauthorized; 6) a statement by You, under penalty of perjury, that the information contained in any notice to us pursuant to this Policy is accurate and that affirms that You are the copyright owner, or that You are authorized to act on behalf of the copyright owner(s).

**Disputing Claims of Infringement:** You may protest any alleged claim of infringement pursuant to any DMCA by submitting a counter-notification as described below. Anyone who has posted Content that allegedly infringes a copyright may send our Designated Agent a counter notice pursuant to Sections 512(g)(2) and 512(g)(3) of the DMCA. When our Designated Agent receives your counter notice, the Designated Agent may, in its/his/her sole discretion, reinstate the alleged infringing materials not less than 10 nor more than 14 calendar days after it receives the counter-notification, unless our Designated Agent receives notice from the claimant that they have filed a legal action to restrain the allegedly infringing activity. In some cases, where the in-

fringement is done knowingly, we reserve the right, in our sole discretion, to terminate the user account of any user who has submitted/posted infringing Content. This decision will be based upon the facts and circumstances surrounding each instance of infringement. We will comply with the appropriate provisions of the DMCA in the event a counter-notification is received by our Designated Agent.

In order to send a proper Counter-Notification, You must send a written notification to our Designated Agent including the following information:

- i. Identification of any Content that has been removed or to which access has been disabled on our Website and the location which the Content appeared before it was removed or access to it was disabled;
- ii. State, under penalty of perjury, that You have a good faith belief that the Content was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- iii. Provide Your name, address, telephone number and, if available, email address;
- iv. State that You consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside of the United States, for any judicial district in which You may be found, and You will accept service of process from the complaining party who notified us of the alleged infringement or an agent of such person.

**False or Misleading Notices:** We shall determine the sole manner in which we decide to treat any non-compliant notices in whatever manner appears to be reasonable given the facts and circumstances presented. Any claimant or user who submits a DMCA Notice, Counter-Notification or any other notice which contains any false or materially misleading information will automatically forfeit any rights under this Policy and such notice shall be considered null and void by us.

**Notice to our Website Users:** Pursuant to our Content Submission Policy, you are required to use only lawfully-acquired creative works as Content and your user account on this Website may be disabled and/or terminated upon receipt of any Infringement Notice that indicates that infringing material has been submitted or posted by You. However, You are afforded the opportunity to provide a response to any alleged claims of infringement, as set forth above. We will reinstate any allegedly infringing Content and/or reinstate access to your account on this Website within a reasonable amount of time in the event we determine that reinstatement of the Content is warranted pursuant to the terms of this Policy.

**Repeat Infringers:** If any of our Website users violate this Policy or our Content Submission Policy more than once, such users' account/membership will be subject to immediate termination. If you believe that any user of this Website is a repeat infringer, please contact our Designated Agent and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

**Merits of Claims of Infringement:** You acknowledge and understand that we and/or our Designated Agent are not responsible for determining the merits of any claims of infringement of the Content submitted on this Website. We do not make any determinations based upon our interpretation of any relevant copyright or trademark laws or otherwise. We only respond to any claims of infringement according to the DMCA and according to this Policy as a "service provider" within the meaning of the DMCA. Any determination to take down or reinstate any alleged infringing Content is strictly based upon the procedures set forth in this Policy only.

## **Trademark/Service Mark Policy**

If You believe that any Content appearing on this Website constitutes trademark or service mark infringement, you must provide us with the same information in writing consistent with our DMCA Policy set forth above, except that all copyright information shall relate to the trademark or service mark instead.

You agree that, in the event we receive a written "Cease and Desist" letter or other demand ("Notice") alleging that any Content You have posted to this Website infringes upon, dilutes, tarnishes or otherwise violates the trademark/service mark rights of any third parties, we may in our sole discretion, remove or disable access to such Content until we receives either:

- a. Written confirmation from the party sending such Notice that the Notice is withdrawn or has been resolved; or
- b. You submit sufficient evidence to satisfactorily rebut the allegations contained in such Demand, the adequacy of such evidence to be determined by us in our sole discretion and which we may reject for any reason without penalty or liability to You. In order for us to accept such rebuttal, You expressly acknowledge and agree that such rebuttal shall include:
  1. The information set forth in our DMCA Policy above for a valid Counter-Notification, except that all copyright information shall relate to the trademark/service mark instead; and
  2. An express, irrevocable and binding obligation pursuant to which You shall indemnify, defend and hold us harmless from any damages, costs, or expenses that we may incur, in any manner whatsoever, arising out of or in connection with the disputed Content and/or our restoration thereof.

As a condition of being permitted to post Content onto our Website, You acknowledge and agree that:

- a. We are not under any obligation to restore access to any Content even if You provide a rebuttal and that the determination of sufficiency of any` evidence provided in a rebuttal shall be at our sole discretion;
- b. You expressly waive and disclaim any claim or potential claim against us related to or arising out of our removal of or disabling of access to any Content` in response to a Notice, including without limitation any claim for lost revenue, lost profits and/or expenses. and,
- c. The procedures of the DMCA apply only to copyrighted materials and expressly exclude any other form of Intellectual property rights, including any rights in trademarks, service marks and/or trade names and that the foregoing process is intended only to provide a convenient mechanism for addressing such disputes and does not, and shall not be construed, as imposing upon us any of the obligations imposed under the DMCA whatsoever.