

# CONTENT, COPYRIGHT & INTELLECTUAL PROPERTY POLICIES

Photage LLC ("Photage") respects the intellectual property rights of others and expects its users to do the same.

## Content

You understand that all information, images, pictures, data, text, music, sound, photographs, graphics, video, messages, or other materials submitted, posted, published, displayed, performed, or offered for sale through the Photage Services ("**Content**"), whether publicly posted or privately transmitted, is protected by copyright and other intellectual property rights.

You understand that you will be exposed to Content and may purchase Products from a variety of Photage users and that you rely on the Content and purchase Products at your own risk. Photage does not prescreen Content or Products and is not responsible for examining or evaluating any Content or Products offered through the Photage Services, including without limitation, their accuracy, usefulness, or safety, or for determining whether the party offering the Content or Products for sale has obtained all required rights to do so. Without limitation of the foregoing, while we try to offer reliable data, we cannot promise that the Content on the Photage Software Suite will always be accurate and up-to-date. You further understand and acknowledge that you may be exposed to Content that is offensive, indecent or objectionable and that we may not be able to confirm the identity of other registered users or prevent them from acting under false pretenses or in a manner that infringes the rights of any person. **YOU HEREBY WAIVE ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST PHOTAGE WITH RESPECT TO ANY ACTIVITIES, CONTENT, PRODUCTS, ACTIONS OR INACTIONS OF ANY THIRD PARTY IN CONNECTION WITH THE PHOTAGE SERVICES, INCLUDING WITHOUT LIMITATION, ANY ILLEGAL, DEFAMATORY, OFFENSIVE, OR UNAUTHORIZED CONDUCT BY ANY OF THE PHOTAGE SERVICES' USERS.**

## Procedure for Reporting Infringements of Copyright under the Digital Millennium Copyright Act, 17 U.S.C. 512 ("DMCA") or Infringements of Other Intellectual Property Rights:

Photage has a zero tolerance policy for infringement of copyrights and other intellectual property rights. If you believe in good faith that any Content or Products made available through the Photage Services infringes upon your intellectual property rights, you may submit a notice of claimed infringement to us (a "**NOCI**") by providing the following information in writing to our designated Intellectual Property Rights Agent (listed below) ("**Designated Agent**"):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property right that has been allegedly infringed;
2. Identification of the works claimed to have been infringed, or if this is a single notification of a copyright infringement claim covering multiple copyrighted works on the Photage Software Suite, as permitted under the Digital Millennium Copyright Act, 17 U.S.C. 512 ("DMCA"), a representative list of such works on the Photage Software Suite;
3. Identification of the Content or Product that is claimed to be infringing or to be the subject of infringement activity and that is to be removed or access to which is to be disabled, including information reasonably sufficient to permit Photage to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, including address, telephone number and e-mail address;
5. A statement that the complaining party has a good faith belief that the use of the Content or Product is not authorized by the copyright owner or other intellectual property rights owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information in the NOCI is accurate and that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Photage's Designated Agent can be [contacted here](#) or at the following address:

**Photage**

Attention: Intellectual Property Rights Agent  
336 W. 700 S, Suite B  
Salt Lake City, UT, 84101  
(312)-735-3915  
[Email](#)

You acknowledge that if you fail to comply with all of the above notice requirements of this Section, your NOCI may not be valid.

When a complete and proper NOCI is received by the Designated Agent, it is Photage's policy to expeditiously investigate the claim and take appropriate action, as determined by us in our sole discretion. Such action may include without limitation: (1) removing or disabling access to the Content, Product or other material identified in the NOCI; (2) notifying the applicable Photage user that we have removed or disabled access to such material; (3) cancelling orders for Products that include the Content identified in the NOCI; or (4) terminating such Photage user's account.

Only notices of suspected intellectual property rights infringement should be sent to the Designated Agent. For all other requests for technical support, feedback, comments, and other communications, please contact [Member Support](#).

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

If you, as the Photage user, believe that the Content or Product that was removed or to which access was disabled or for which orders were cancelled is not infringing, or if you believe you have obtained all required rights from their owners, the owners' agent, or pursuant to the law, you may send a counter-notice containing the following information to the Designated Agent:

1. your physical or electronic signature;
2. Identification of the Content or Product that has been removed or to which access has been disabled and the location at which the Content, Product or other material appeared before it was removed or access to it was disabled;
3. A statement, under penalty of perjury, that you have a good faith belief that the Content or Product was removed or disabled as a result of mistake or a misidentification of the Content or Product to be removed or disabled; and
4. your name, address, telephone number, e-mail address and a statement 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 the United States, for any judicial district in which Photage may be found, and that you will accept service of process from the person who provided the NOCI to Photage or such person's agent.

If a counter-notice is received by the Designated Agent, Photage may send a copy of the counter-notice to the original complaining party informing the complaining party that Photage may replace the removed Content or Product, cease disabling it and/or reinstate cancelled orders in 10 business days following receipt of the counter-notice unless the complaining party notifies the Designated Agent that it has filed an action seeking a court order to restrain the Photage user from engaging in infringing activity relating to the Content or Product that was the subject of the NOCI.