



## **Webair Intellectual Property Policy and Procedures**

Webair endeavors to comply with laws relating to copyright and trademarks in all jurisdictions in which it does business.

For claims arising under the laws of the United States, claims of copyright infringement are processed in accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"), 17 U.S.C. § 512 et. seq. The DMCA addresses the rights and obligations of owners of copyrighted material who believe that their rights under U.S. copyright law have been infringed on the Internet, as well as the rights and obligations of Internet Service Providers on whose servers infringing material may reside.

For claims arising under the laws of other countries, Webair will generally apply the notice-and-takedown procedures set forth below except to the extent inconsistent with or pre-empted by local law. If your claim arises under the law of a country other than the United States, please identify the jurisdiction in which your claim arises and the governing law which applies to your claim. If you fail to provide us with this information, we may not have sufficient information to allow us to respond to your request.

If you believe that your work has been copied, adapted, reproduced, or exhibited on a website or server hosted or controlled by Webair in a way that constitutes copyright infringement, or that otherwise violates your intellectual property rights, you may provide written notice of the claimed infringing activity to our designated agent. Your notice must include substantially the following information:

- Your physical or electronic signature.
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material.
- Your name, address, telephone number, and e-mail address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are the owner of an exclusive right that is allegedly infringed, or are authorized to act on the owner's behalf.



## **Designation of Agent to Receive Notification of Claimed Infringement**

**NOTE:** THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR NOTIFYING OUR DESIGNATED AGENT THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (E.G., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF E-MAIL ABUSE, ETC.) TO THE CONTACT LISTED

Our designated agent to receive notification of claimed infringement is:

Kit Winter  
501 Franklin Ave.  
Suite 200  
Garden City, NY 11530  
[legal@webair.com](mailto:legal@webair.com)

Please note that under federal law, if you knowingly make a material misrepresentation that online material is infringing, you may be subject to significant civil penalties including, but not necessarily limited to, monetary damages, court costs, and attorneys fees incurred by us, by any copyright owner, or by any copyright owner's licensee that is injured as a result of our relying upon your misrepresentation.

## **Notice and Takedown**

Upon receipt of written notification provided in the manner required by 17 U.S.C. § 512, we will:

- Remove or disable access to the material that is alleged to be infringing;
- Forward the written notification to the alleged infringer ("Customer"); and
- Take reasonable steps to promptly notify the Customer that we have removed or disabled access to the material.

## **Counter Notification**

If you are a Customer who has received notice from us that material has been removed from your web site or server following our receipt of a notice of copyright infringement, and you are the owner of the material that was removed or are otherwise authorized to use such material, you may provide written counter notification to our designated agent. Your counter notification must include substantially the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;



- Your name, address, telephone number, and e-mail address; and
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which you are located, or if your address is outside of the United States, of any judicial district in which we do business, and that you will accept service of process from the complaining party or his agent.

Upon receipt of written counter notification provided in the manner required by 17 U.S.C. § 512, we will:

- Promptly provide the complaining party with a copy of the counter notification;
- Inform the complaining party that we will replace the removed material or cease disabling access to it within ten (10) business days;
- Replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the counter notification, provided our designated agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain Customer from engaging in infringing activity relating to the material on our network or system.

Please note that federal law provides significant penalties for submitting a false counter notification. Please also note that pursuant to the Digital Millennium Copyright Act, we cannot and do not judge the merits of your claim (or counter-claim). Accordingly, we will not remove, or disable access to, any allegedly infringing material, nor restore any material that has been so removed, except according to the procedure set forth herein.

### **Repeat Infringers**

We may, at our discretion, terminate the account of any Customer in connection with whose account we receive more than one notice of claimed infringement in any twelve-month period.

### **Counterfeit Goods**

Webair does not permit the sale of counterfeit goods on websites that it hosts. Webair will follow DMCA procedures in connection with allegations of sales of counterfeit goods.

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