

## Way2K DMCA Copyright Policy

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(Last updated May 17, 2021)

**Way2K** respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, , and specifically in accordance with 17 USC § 512(c)(3), **Way2K** will respond expeditiously to claims of copyright infringement committed using the **Way2K** service and/or any **Way2K** website App if such claims are reported to **Way2K's** Designated Copyright Agent identified below.

### DMCA Notice of Alleged Infringement ("Notice")

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing a DMCA Notice of Alleged Infringement and delivering it to **Way2K's** Designated Copyright Agent. Upon receipt of Notice as described below, **Way2K** will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Site. Please note that if you fail to comply with all of the requirements of this section and of 17 USC § 512(c) (3) your DMCA notice may not be valid.

- Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by your Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.
- Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
- Include both of the following statements in the body of the Notice:
  - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
  - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- Provide your full legal name and your electronic or physical signature.

- Deliver this Notice, with all items completed, to **Way2K's** Designated Copyright Agent: **Honolulu, Hawaii, USA, info@way2k.com**)

### **DMCA Counter-Notice of Alleged Infringement**

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright holder, the holder's agent, or pursuant to law, to post and use the material in your content, you may send a **Counter-Notice** containing the following information to **Way2K's** Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that was removed or to which access has been disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Alachua County, Florida, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a Counter-Notice is received by the Copyright Agent, **Way2K** may send a copy of the Counter-Notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten business days. Unless the copyright owner files an action seeking a court order against **Way2K** or the person who has posted allegedly infringing content, the removed content may be replaced, or access to it restored, in ten business days or more after receipt of the Counter-Notice.

### **(COMPANY NAME) Policy Regarding Repeat Infringers**

**Way2K** does not condone or tolerate copyright infringement or any violation of the intellectual property rights of **Way2K** or of others. **Way2K** reserves the right to terminate the access and/or use privileges of any person who has been determined to be a 'repeat infringer' of the copyrights of **Way2K** or others. **Way2K** reserves the right to define the criteria by which **Way2K** will determine that a person is a 'repeat infringer.' In the event that 'repeat infringer' is defined by statute, law, or regulation as applicable to 17 USC § 512, **Way2K** will adopt that definition as a minimum standard. Without limiting **Way2K's** right to define 'repeat infringer,' as a general rule, **Way2K** will define a 'repeat infringer' as any person or entity about whom **Way2K** has received two or more DMCA Notices of Alleged Infringement. **Way2K** will take into account all relevant facts and circumstances when determining whether or not termination of access and/or use privileges of a 'repeat infringer' is appropriate.

REGARDLESS OF WHETHER **Way2K** TERMINATES ACCESS AND/OR USE PRIVILEGES OF ANY PERSON OR ENTITY, 'REPEAT INFRINGER' OR OTHERWISE, **Way2K** IN NO WAY WAIVES ANY RIGHT TO PURSUE ANY AVAILABLE REMEDY AT LAW OR IN EQUITY AGAINST COPYRIGHT INFRINGERS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS VIOLATORS, NOR WILL **Way2K** INDEMNIFY OR PROVIDE LEGAL REPRESENTATION TO ANY ALLEGED INFRINGER IN ANY ACTION ARISING FROM THE ALLEGED INFRINGER'S USE OF ANY **Way2K** WEBSITE OR SERVICE, EXCEPT AS EXPRESSLY DESCRIBED IN THIS NOTICE.