

## MARCA-VIA.COM

### DMCA POLICY

Effective Date: December 22, 2017

**Welcome!** Thank you for visiting Marca-Via.com. Please take some time to read and review this DMCA Policy. If you have any questions about this Privacy Policy, please [contact us](#).

#### **Section 1. Introduction**

We take your copyright protection seriously. This DMCA Policy was adopted in accordance with the [Digital Millennium Copyright Act of 1998](#) and covers how we handle and respond to notices and allegations that any content or material on our Website infringes on your copyright.

This DMCA Policy is a legally-binding agreement between you and Marca Via LLC (“**we**” or “**us**” or “**our**” or “**Marca Via**”). By using or accessing our Website and Services or by submitting a DMCA notice, you agree to be bound by the terms of this DMCA Policy and our other Rules and Policies (see below).

**If you object to anything in this DMCA Policy (or otherwise do not understand or agree to be bound by this DMCA Policy), then do not use our Services. If you use our Services in any way, you acknowledge that you have read, understand, and agree to this DMCA Policy.**

We may change this DMCA Policy at any time. We will provide you with notice of any material change and tell you the date on which such changes will be effective. We may provide this notice to you by email or by posting a notice on the Website. It is your responsibility to review any changes to this DMCA Policy. If you object to any of the changes to this DMCA Policy (or otherwise do not understand or agree to any of the changes to this DMCA Policy), then do not continue to use our Services. By continuing to access or use our Services following notice of any change to this DMCA Policy, you acknowledge that you have read, understand, and agree to this DMCA Policy as changed.

You may print a copy of this DMCA Policy by using the print button or feature in your browser. We suggest retaining a copy for future reference.

#### **Section 2. Our Rules and Policies**

This DMCA Policy, our User Agreement, and our Privacy Policy are the Rules and Policies that apply to and govern your access to and use of our Services. Please see our [User Agreement](#) for more information on our Rules and Policies.

This DMCA Policy is incorporated into and is part of our [User Agreement](#). Any capitalized terms not otherwise defined in this DMCA Policy are defined as set forth in the User Agreement.

### **Section 3. DMCA Takedown Notice Procedures**

We are committed to protecting your copyrights. We will process all valid DMCA notifications and counter-notifications that we receive in accordance with this section, but we will not adjudicate these disputes.

#### **(1) Reporting a Copyright Violation.**

**(A)** If you believe your copyright is being infringed, you can submit a DMCA takedown notice by [contacting us](#) at the address listed in Section 4 below. Your claim must be submitted in English and must include at least the following information:

**(i)** your physical or electronic signature;

**(ii)** identification of the copyrighted work that you claim has been infringed;

**(iii)** identification of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

**(iv)** your address, telephone number, and email address;

**(v)** 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; and

**(vi)** a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**(B)** If you are not sure if your copyright is being infringed or if you have complied with the notice requirements, we encourage you to consult with an attorney before submitting a DMCA takedown notice or contacting us. It is your sole obligation to ensure that your notice complies with applicable law. Please confirm these requirements with an attorney or see the U.S. Copyright Act, 17 U.S.C. § 512(c)(3) for more information.

**(C)** We reserve the right to forward all materials received (including your full contact information) to the opposing party in any DMCA dispute.

**(2) Receipt of a DMCA Takedown Notice.** Upon receipt of a valid and complete DMCA takedown notice, we will verify that the notice substantially meets the formal requirements under 17 U.S.C § 512. Once this determination is made, we will take the following actions:

**(A)** expeditiously remove or disable access to the material that is claimed to be infringing;

**(B)** notify an applicable user, if any, that the material has been removed

so that they may file a counter-notice should they wish;

(C) if proper counter-notice is provided, notify the copyright holder and provide a copy of that counter-notice; and

(D) if proper counter-notice is provided and if the copyright holder does not file suit within 10 business days, restore the removed material.

**(3) Submitting a Counter-Notification.**

(A) If we receive a DMCA notification and believe that your Content is the subject of such notification, we will provide you with notice and a copy of the DMCA notification.

(B) If you receive a copy of a DMCA notice from us and believe that your Content has been removed or disabled by mistake or because of misidentification, you can submit a counter-notification by [contacting us](#). Your counter-notification must be submitted in English and must contain the following information:

(i) your physical or electronic signature;

(ii) 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;

(iii) 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 of the material to be removed or disabled; and

(iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

(C) If you are not sure how to respond or if you have complied with the counter-notice requirements, we encourage you to consult with an attorney before submitting a counter-notice or contacting us. It is your sole obligation to ensure that your counter-notice complies with applicable law. Please confirm these requirements with an attorney or see the 17 U.S.C. §512(g)(3) for more information.

(D) We reserve the right to forward all materials received (including your full contact information) to the opposing party in any DMCA dispute.

**(4) Receipt of a Counter-Notice.** Upon receipt and verification of your counter-notification, we will forward the counter-notification to the copyright owner. If we do not receive a notice within 10 business days after forwarding the counter-notification that the owner has filed an action seeking a court order to prevent further infringement, we may restore the removed material.

**(5) Access to Content.** We may disable or restrict your access to the website after we receive your counter-notification until the dispute is resolved or until 10 business

days have passed without notification that the copyright owner has filed an action seeking a court order.

**(6) Termination of Repeat Infringers.** We reserve the right to terminate or suspend the Account or access of any repeat copyright infringers.

#### **Section 4. Contacting Our Copyright Agent**

You may send any notices and other communication to our copyright agent at the following address:

Rotondi Law LLC dba Craft Lawyer  
Attn: Russell R. Rotondi  
Re: Copyright Agent  
3519 NE 15<sup>th</sup> Avenue, #104  
Portland, OR 97212