

DMCA COPYRIGHT POLICY AND TAKEDOWN PROCEDURE

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This DMCA Copyright Policy and Takedown Procedure (this "**Policy**") is published by [COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] (the "**Company**", "**we**", "**us**", or "**our**"), and applies to the website, application, or online service located at [URL] (the "**Service**") and to all users of the Service (each, a "**User**" or "**you**").

The Company respects the intellectual property rights of others and expects Users to do the same. This Policy describes how the Company responds to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act (the "**DMCA**"), codified in relevant part at 17 U.S.C. § 512, and how copyright owners and Users may submit notices and counter-notices.

Recitals. The Service may allow Users to post, upload, or transmit content. The Company wishes to maintain a procedure for receiving and acting on claims of copyright infringement and to qualify, where applicable, for the safe-harbor protections available to online service providers. Accordingly, the Company adopts and publishes the following.

1. Designated Agent and Definitions

1.1 Definitions. "**Content**" means any material posted, uploaded, stored, or transmitted through the Service. A "**Notice**" is a written communication alleging that Content infringes a copyright. A "**Complaining Party**" is the person or entity submitting a Notice. A "**Counter-Notice**" is a written response submitted by the User whose Content was removed or disabled.

1.2 Designated Agent. The Company has designated the following agent to receive Notices of claimed infringement:

[DMCA AGENT NAME OR TITLE] [COMPANY LEGAL NAME] [MAILING ADDRESS] Email: [DMCA AGENT EMAIL] Phone: [PHONE]

1.3 Registration. Where required to claim safe-harbor protection, the Company will register and maintain its designated agent's contact information with the appropriate copyright authority (in the United States, the U.S. Copyright Office). Notices should be sent to the agent above, not to general support channels.

2. Submitting a Notice of Alleged Infringement

2.1 Required information. To be effective, a Notice must be a written communication to the Designated Agent that includes substantially the following: (a) a physical or electronic signature of a person authorized to act on behalf of the copyright owner; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the material that is claimed to be infringing and information reasonably sufficient to locate it (such as a URL); (d) the Complaining Party's contact information, including address, telephone number, and email; (e) a statement

that the Complaining Party has a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, made under penalty of perjury, that the information in the Notice is accurate and that the Complaining Party is authorized to act on the owner's behalf.

2.2 Effect of incomplete Notices. A Notice that does not substantially comply with these requirements may not be sufficient to require action. The Company may, but is not required to, contact the Complaining Party to request the missing information.

2.3 Misrepresentation. Applicable law provides that a person who knowingly materially misrepresents that material is infringing may be liable for damages. Do not make false claims.

3. Company Response to a Valid Notice

3.1 Removal or disabling. On receipt of a Notice that substantially complies with Section 2, the Company will respond expeditiously to remove or disable access to the identified Content.

3.2 Notice to the User. The Company will take reasonable steps to notify the User who posted the Content that it has been removed or disabled, and will, where appropriate, provide a copy of the Notice or the means to obtain one.

3.3 No obligation to monitor. The Company has no obligation to monitor Content or to actively seek facts indicating infringing activity, except as required by applicable law. Action under this Policy does not waive any defense available to the Company.

4. Counter-Notice Procedure

4.1 Right to respond. If your Content was removed or disabled and you believe in good faith that the removal was the result of mistake or misidentification, you may submit a Counter-Notice to the Designated Agent.

4.2 Required information. A Counter-Notice must include substantially: (a) your physical or electronic signature; (b) identification of the material that was removed or disabled and its location before removal; (c) a statement, under penalty of perjury, that you have a good-faith belief the material was removed or disabled as a result of mistake or misidentification; and (d) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the appropriate court and will accept service of process from the Complaining Party or its agent.

4.3 Restoration. On receipt of a valid Counter-Notice, the Company may forward it to the Complaining Party and may restore the removed Content within the timeframe provided by applicable law, unless the Complaining Party files an action seeking a court order against the User. Time periods and procedures are set by applicable law and may vary; consult counsel.

5. Repeat Infringers

5.1 Policy. The Company has adopted a policy of terminating, in appropriate circumstances and at its discretion, the accounts of Users who are determined to be repeat infringers.

5.2 Account action. The Company may also limit access to the Service, remove Content, or take other action it considers appropriate against any User who infringes or repeatedly infringes the rights of others.

5.3 Determination. Whether a User is a repeat infringer is determined by the Company in good faith based on the information available to it.

6. Limitations and Disclaimers

6.1 **No legal advice.** This Policy describes the Company's procedures and is not legal advice. The DMCA and analogous laws are detailed and fact-specific. The Company encourages both Complaining Parties and Users to consult their own attorneys.

6.2 **Good-faith action.** The Company's removal, disabling, or restoration of Content under this Policy is undertaken in good faith. To the maximum extent permitted by applicable law, the Company is not liable to any party for action taken in good faith to comply with this Policy or the DMCA.

6.3 **Non-U.S. claims.** For Content or parties outside the United States, comparable copyright-notice procedures under applicable local law may apply. The Company will handle such claims as it reasonably determines, consistent with applicable law.

7. General Provisions

7.1 **Changes.** The Company may update this Policy at any time. The version posted at [POLICY URL] with the most recent effective date controls. Continued use of the Service after changes take effect constitutes acceptance.

7.2 **Relationship to Terms.** This Policy is part of, and incorporated into, the Company's Terms of Service at [TERMS URL]. Capitalized terms not defined here have the meanings given in those Terms.

7.3 **Governing law.** This Policy is governed by the laws of the State of [STATE] and applicable U.S. federal law, without regard to conflict-of-laws rules.

7.4 **Severability.** If any provision of this Policy is held unenforceable, the rest remains in effect.

7.5 **Contact.** General questions about this Policy (not formal Notices) may be sent to [SUPPORT EMAIL]. Formal Notices and Counter-Notices must go to the Designated Agent in Section 1.2.

ADOPTED AND PUBLISHED by the Company as of the effective date below. An authorized representative may execute the block below to evidence internal adoption.

COMPANY	DESIGNATED AGENT (acknowledgment)
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE OR N/A]
Date: _____	Date: _____
Effective date: [EFFECTIVE DATE]	

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