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When notifying us of potential infringement, you must include the following:

* identification of the copyrighted work(s) claimed to have been infringed. If multiple copyrighted works, then a representative list of such works on the Web Properties;
* identification of the supposedly infringing material that is to be removed;
* information reasonably sufficient to permit us to locate the material on the Web Properties;
* contact information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, or email address;
* a statement that the complaining party has a good faith belief that use of the material is in fact infringing and/or not authorized by the copyright owner, its agent, or the law;
* a statement that, under penalty of perjury, the information in the notification is accurate and where relevant that the complaining party is authorized to act on behalf of the copyright owner; and
* the signature, physical or electronic, of the copyright owner or a person authorized to act on his or her behalf.

A provider of content subject to a claim of infringement may make a counter notification. To file a counter notification with us, please provide the DMCA Agent a written communication containing the following:

* identification of the supposedly infringing material that is to be removed;
* a statement that, under penalty of perjury, 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;
* your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your postal address is located, and that you will accept service of process from the party who submitted the infringement notification or his, her, or its principal or agent; and
* the signature, physical or electronic, of you or a person authorized to act on your behalf.

We will promptly provide the party that provided the notice of claimed infringement with a copy of the counter notification, and inform the complaining party that we restore the removed or disabled content within ten (10) business days. If we do not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of the counter-notification, we will restore the removed or disabled materials. Until that time, your materials will remain removed or disabled.

Notice of alleged infringement must be sent by electronic mail to our DMCA Agent at info@cresolegal.com or by certified mail and marked “Copyright Infringement” to Creso Legal LLP, Attn: Chief Privacy Officer, at the address below.

Before filing such a notification, make a careful determination as to whether or not the use of the material at issue is or may be protected by the “fair use” doctrine. You could potentially be held liable for costs and attorneys’ fees should you file a takedown notice where there is no infringing use. If you are unsure whether there is infringement, it may be advisable to seek legal counsel.

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