



## COPYRIGHT INFRINGEMENT POLICY

- **Prohibited Uses.** FairlawnGig ("FairlawnGig") prohibits the use of its system that infringes the copyright or other intellectual property rights of others.
- **Consequences of Prohibited Use.** Although FairlawnGig has no affirmative obligation to discover infringing uses of its system, if it becomes aware of an infringing use, it may, in its sole discretion, impair, suspend or terminate, in appropriate circumstances, the service that has been used on a repeated basis to infringe or take such other action or take no action as FairlawnGig deems appropriate under the circumstances.
- **Subscriber Notification.** FairlawnGig shall notify subscribers of the prohibition against infringing use by prohibiting infringing uses as part of its Acceptable Use Policy ("AUP") that is made available to subscribers. It shall include provisions in its service agreements with subscribers that violation of the AUP, including using the system or the service for infringing activities may result in impairment, suspension or termination, in appropriate circumstances, of the service of repeat infringers.
- **DMCA Safe Harbor.** This policy and the accompanying procedure are implemented to comply with the provisions of 17 U.S.C. § 512. FairlawnGig will maintain a designated agent to receive infringement claims. Information regarding the designee will be kept on file with the United States Copyright Office

### Procedures Triggered by Receipt of Notice of Infringement

- **Notice Triggers Procedures.** Upon receipt of a notice by either a copyright holder or an authorized agent of a copyright holder, the following procedures shall apply.
- **Presumed Validity of Notices.** Except for infringement notices sent by copyright owners or their agents that contain obvious defects on their face or fail to contain the elements listed in 17 U.S.C. §512(c)(3), FairlawnGig will accept all notices as received and has no duty to investigate the validity of the notice. If, however, FairlawnGig has reason to believe that the notice was either sent in error or is in some way invalid, FairlawnGig may disregard such notice as it deems appropriate.
- **Notices Containing Settlement Offers.** In the event a notice includes an offer to the affected subscriber from the notice provider to settle any alleged infringement, FairlawnGig may or may not forward such notice as determined appropriate in its sole discretion.
- **Maintenance of Notice and Counter-notice Tracking System.** FairlawnGig shall maintain, by subscriber account, subscriber provided counter-notices, if any, received that relate to that account and FairlawnGig received counter-notices for a particular notice of infringement.

- **Upon Receipt of Notice of Infringement.**
  - **Categorize notice.** Unless the notice is deemed invalid or otherwise defective by FairlawnGig, to the extent that FairlawnGig has retained the relevant IP address assignment log for the period in question, FairlawnGig will identify the subscriber account to which the IP address identified in the notice was assigned at the date and time stated in the notice. FairlawnGig will then determine whether or not the notice constitutes a first notice for the account. Any notices received within the thirty (30) days following any notice of infringement shall be deemed to be the same notice.
  - **First Notice of Infringement.** Upon receipt of a notice, FairlawnGig will send via electronic or postal mail notice to the subscriber of the notice, including: (1) information about the alleged infringement; (2) education about DMCA; (3) an explanation that the alleged infringement is a violation of FairlawnGig's Acceptable Use Policy ("AUP"); (4) a demand that the subscriber immediately cease any infringing conduct and remove or disable access to any allegedly infringing material; (5) details about how to submit a counter-notification; and (6) an explanation that continued infringement can lead to degradation, suspension or termination of service. Receipt of additional notices for the same alleged infringement within thirty (30) days after the initial notice will result in generation of the notice described above, but, unless determined appropriate by FairlawnGig, in its sole discretion, will not result in escalation of response.
  - **Subsequent Notice of Infringement.** Upon receipt of a notice of infringement received more than thirty (30) days after the date of receipt of the First Notice ("Subsequent Notice"), FairlawnGig will degrade subscriber's Internet access service speed and connectivity and send via electronic or postal mail notice to the subscriber of the notice, including: (1) information about the alleged infringement; (2) notice that it has been more than thirty days since receipt of the First Notice and that subscriber has apparently not caused the infringing activity to stop; (3) an explanation that the alleged infringement is a violation of FairlawnGig's Acceptable Use Policy ("AUP"); (4) notice that FairlawnGig has degraded subscriber's Internet speeds and connectivity and to contact FairlawnGig to discuss resumption of full speed/access (in appropriate circumstances as determined in FairlawnGig's sole discretion, FairlawnGig may choose either written confirmation or submission of an affidavit of compliance as a condition of full service restoration); (5) a demand that the subscriber immediately cease any infringing conduct and remove or disable access to any allegedly infringing material; (6) details about how to submit a counter-notification; and (7) an explanation that continued infringement can lead to suspension or termination of service. Receipt of additional Notices for the same alleged infringement within thirty (30) days after the initial Subsequent Notice was received will result in generation of the notice described above, but, unless determined appropriate by FairlawnGig, in its sole discretion, will not result in escalation of response or additional degradation of service.

- **Additional Notice of Infringement.** Upon receipt of an additional notice of infringement received more than thirty (30) days after the date of receipt of the first Subsequent Notice ("Additional Notice"), FairlawnGig will suspend subscriber's Internet access service and send via electronic or postal mail notice to the subscriber of the notice, including: (1) information about the alleged infringement; (2) notice FairlawnGig has determined that the Subscriber is a Repeat Infringer; (3) an explanation that the alleged infringement is a violation of FairlawnGig's Acceptable Use Policy ("AUP"); (4) notice that FairlawnGig has suspended subscriber's Internet service and connectivity and to contact FairlawnGig or the suspension will automatically convert to a termination within fifteen (15) days (in appropriate circumstances as determined in FairlawnGig's sole discretion, FairlawnGig may choose either written confirmation or submission of an affidavit of compliance as a condition of full service restoration); and (5) details about how to submit a counter-notification.
- **Subscriber Counter-Notification.** Upon submission to FairlawnGig by a subscriber of a counter-notification of non-infringing use prepared in the form of a Section 512(c) counter-notice in response to each notice of infringement, FairlawnGig will send notice of the counter-notice to the complaining copyright owner along with a copy of the subscriber-provided counter-notice. If subscriber service has been disrupted, suspended or terminated, FairlawnGig will reinstate service within ten (10) days following receipt of the counter-notice, unless FairlawnGig is notified by the complaining copyright owner that the owner has filed an action seeking an injunction. FairlawnGig will track the receipt of all counter-notices received from subscribers and correlate each to the notice of infringement to which it responds. Filing of a counter-notice effectively cancels out the notice of infringement for purposes of this procedure, as if the notice of infringement was never received.

#### **Discretionary Review**

Any requirements or procedures dictated by this policy may be waived, modified or changed as determined appropriate by FairlawnGig, in its sole discretion, on an individual case basis.