

Trademark/Copyright

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

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Future18 LLP ("Future18") supports the protection of intellectual property. Whether you are the holder of a trademark, service mark, or copyright, Future18 is committed to helping you protect your legal rights. Therefore, we have established the following policies for considering trademark and/or copyright infringement claims.

Domain Name Dispute Claims

Please refer to the Uniform Domain Name Dispute Resolution Policy (the "UDRP") if you have a concern or dispute about a registered domain name. Any dispute regarding the registration of domain names will need to be sent either to the registrant or to an [ICANN-approved arbitration provider](#).

This Trademark/Copyright Infringement policy specifically excludes domain name disputes and has been established to allow reporting of possible violations involving other Future18 products and services.

Copyright and Trademark Claims

- 1.To notify Future18 that there has been a copyright or trademark violation, please follow the specific instructions in (A) for filing a trademark claim, or (B) filing a copyright complaint.
- 2.If you are responding to a complaint of infringement, you will need to follow our Counter Notification policy in (C).

A. Trademark Claims

1. If you (the "Complaining Party") would like to submit a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark (registered with the appropriate intellectual property organization of your country; state registrations and registrations on the Supplemental Register are not considered valid for these purposes), Future18 requests that the Complaining Party substantiate such claim by providing the following information via email to abuse@Future18.com. The words "Trademark Claim" should appear in the subject line of the email.

To be considered effective, a notification of a claimed trademark violation must include the following information:

- The trademark, service mark, trade dress, name, or other indicia of origin ("mark") that is claimed to be infringed, including registration number.
- The jurisdiction or geographical area to which the mark applies.

- The name, post office address and telephone number of the owner of the mark identified above.
- The goods and/or services covered by or offered under the mark identified above.
- The date of first use of the mark identified above.
- The date of first use in interstate commerce of the mark identified above.
- A description of the manner in which the Complaining Party believes its mark is being infringed upon.
- Sufficient evidence that the owner of the website that is claimed to be infringing is a Future18 customer.
- The precise location of the infringing mark, including electronic mail address, etc.
- A good faith certification, signed under penalty of perjury, stating:
 - 1.The content of the website [identify website] infringes the rights of another party,
 - 2.The name of such said party,
 - 3.The mark [identify mark] being infringed, and
 - 4.That use of the content of the website claimed to be infringing at issue is not defensible.

2. Upon receipt of the appropriate information identified in Section 1 above, for trademark claims, Future18 will initiate an investigation and forward the Complaining Party's written notification to the alleged infringer. While Future18 is investigating the claim, Future18, at its sole discretion and without any legal obligation to do so, may temporarily remove the allegedly infringing material, notify the alleged infringer it will lock down the domain name(s), redirect the DNS, and/or if it is solely stored on a Future18 server, temporarily remove or deny access to the allegedly infringing material.

3. If Future18 concludes that the Complaining Party has raised a legitimate trademark claim, it may, at its sole discretion and without any legal obligation to do so, continue to suspend the alleged infringer's Future18 account and/or if it is solely stored on a Future18 server, deny access to the allegedly infringing material. If Future18 concludes that the Complaining Party has not raised a legitimate claim, Future18 will restore access to the allegedly infringing material.

4. The Complaining Party should understand that Future18, an affiliate of ICANN accredited registrar, and its customers are bound by the UDRP. Nothing in this Policy should be construed to supersede the UDRP, nor the obligation of Future18 and its customers to abide by it in the context of domain name disputes.

B. Copyright Claims

1. If the Complaining Party would like to submit a copyright claim for material on which you hold a bona fide copyright, Future18 requests that the Complaining Party substantiate such

claim by providing the following information via email to abuse@Future18.com. The words "Copyright Claim" should appear in the subject line of the email.

To be considered effective, a notification of a claimed copyright infringement must be provided to Future18 and must include the following information:

1. An electronic signature of the copyright owner, or a person authorized to act on behalf of the owner, of an exclusive copyright that has allegedly been infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works on that site.
3. Identification of the material that is claimed 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 Future18 to locate the material.
4. Information reasonably sufficient to permit Future18 to contact the Complaining Party, such as an address, telephone number, and, if available, an electronic mail address at which the Complaining Party may be contacted.
5. A statement that the Complaining Party has 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.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is the owner, or is authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.
7. For Copyright Claims, upon receipt of appropriate notification from the Complaining Party, pursuant to Section 1 of Copyright Claims above, Future18 will initiate an investigation and forward the Complaining Party's written notification to the alleged infringer. While Future18 is investigating the claim, Future18, at its sole discretion and without any legal obligation to do so, may notify the alleged infringer it will lock down the domain name(s), redirect the DNS, and/or if it is solely stored on a Future18 server, temporarily remove or deny access to the allegedly infringing material.
8. If Future18 concludes that the Complaining Party has raised a legitimate copyright claim, it will continue to suspend the alleged infringer's Future18 account and/or if it is solely stored on a Future18 server, deny access to the allegedly infringing material. If Future18 concludes that the Complaining Party has not raised a legitimate claim, Future18 will restore access to the allegedly infringing material.

C. Counter Notification Policy

1. Counter Notification. If you have received a notice of copyright or trademark infringement that you wish to challenge based on 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, you may provide Counter Notification by emailing abuse@Future18.com and including the following:

1. An electronic signature of the alleged infringer.
2. 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.
3. A statement under penalty of perjury that the alleged infringer has 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.
4. The alleged infringer's name, address, and telephone number, and a statement that the Infringer consents to the jurisdiction of the Federal District Court for any judicial district in which Future18 may be found, and that the alleged infringer will accept service of process from the Complaining Party or an agent of such Party.

2. Upon receipt of a Counter Notification as described in Section 1 above, Future18 shall promptly provide the Complaining Party with a copy of the Counter Notification, and inform such Party that it will cease disabling access to it in ten (10) business days. Future18 will replace the removed material and cease disabling access to it in not less than ten (10), nor more than fourteen (14), business days following receipt of the Counter Notification, unless Future18 first receives notice from the Complaining Party that such Complaining Party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on Future18's system or network.

D. Repeat Infringers

It is Future18's policy to provide for the termination, in appropriate circumstances, of Future18 customers and account holders who repeatedly violate this policy or are repeat infringers of copyrighted works, trademarks or any other intellectual property.