

Copyright Infringement Policy

The Digital Millennium Copyright Act available online here

<http://lcweb.loc.gov/copyright/legislation/hr2281.pdf>, signed into law on October 28, 1998, amended the copyright law to provide regulations for the Internet. Aplus.Net is committed to strictly apply this new law as well as all other applicable laws and regulations in its everyday practice.

1. Aplus.Net strictly prohibits any and all of the following: copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to using any copyrighted names, text or images, offering pirated computer programs or links to such programs, serial or registration numbers for software programs, copyrighted music, etc.
2. All Aplus.Net clients are hereby advised that they can be held legally liable for the content of their web pages and may be held legally accountable if their web pages include material protected by copyright, trademark, patent or trade secret laws without the permission of the owner.
3. Aplus.Net will not review the content of customer's web pages. The customer is solely responsible for everything contained in his (her) web pages. Aplus.Net will not verify, endorse or otherwise control the contents of any of customer's web pages. All opinions and views expressed at the web sites belong to the respective owner and are NOT supported by Aplus.Net.
4. By using Aplus.Net's services, the customer agrees to indemnify and hold harmless Aplus.Net for any loss, liability, claim, damage, attorney's fees and other expenses arising from or in connection with the contents of customer's web pages.
5. Aplus.Net shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with Aplus.Net services, including but not limited to damages for copyright infringements, lost profits, loss of use, lost data, loss of privacy, damages to third party, even if Aplus.Net has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claims based upon principles of contract, warranty, negligence or other sort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise.
6. Aplus.Net reserves the right to terminate the services without compensation if it believes in good faith that there is a copyright infringement. Aplus.Net will make such decisions at its sole discretion.
7. Aplus.Net has a special agent designated to handle all copyright issues, registered with the Government Register of Copyrights as required by the law.
8. All inquires about copyright infringement should be forwarded to Aplus.Net's agent. The agent's name and contact information is listed here <http://lcweb.loc.gov/copyright/onlinesp/list/>

Agreed and Accepted,

Signature

Date

Print name and Account Number

9. All complaints must provide all the information requested by the law and including the following:
 - o Contact information.
 - o Statement from the copyright holder or its representative that in good faith, the information is believed to be infringing.
 - o A signature or equivalent from the copyright holder
 - o A list identifying the works potentially being infringed upon
 - o Information about the location of the infringing material that the copyright holder seeks to be removed/blocked, with sufficient details to allow the removing/blocking.
 - o Statement from the person complaining that the information supplied is accurate, and, under penalty of perjury, that the person complaining is authorized to be making the complaint.

10. Upon receiving of complaint, Aplus.Net's agent will decide within 7 days whether there is an obvious copyright infringement. If this is the case Aplus.Net will terminate the services (close the account) in accordance with item 6. Customer will be notified by e-mail about the complaint and the termination action.

11. If there is not obvious copyright infringement the agent will pass the complaint to the Aplus.Net customer and will temporarily put the services on hold. In this case the customer has two options - to defend the case or to give it up.
 - 11.1. Defending the case. Customer must pay \$80 processing fee to Aplus.Net and deposit \$5,000 retainer for Aplus.Net's potential legal expenses in accordance with item 4. Customer must provide counter-notice in writing containing:
 - o contact information
 - o statement that the original complaint is groundless and reasons why.
 - o consent to a jurisdiction in a federal court.
 - o consent in writing to pay the above fees and to pay all legal fees for Aplus.Net (if any) in accordance with item 4. above.

Aplus.Net agent will pass the counter-notice to the copyright holder. If both parties reach an out of court resolution Aplus.Net will act in accordance with such resolution. If a lawsuit is filed within 21 days the account will remain on-hold until a judgment or settlement is achieved. If no lawsuit is filed within 21 days from the date of the original complaint, the account will be re-activated. The \$80 processing fee is not refundable. Any unused portion of the \$5,000 retainer is refundable within 7 days from the resolution of the case.

11.2. Giving up the case. This is the default option. Aplus.Net will close customer's account if it doesn't hear from the customer within 7 days from the notice or if the customer fails to deposit the appropriate fees as per item 11.1. Aplus.Net will notify both the customer and the copyright owner that the content subject to the complaint has been removed permanently from its servers.

Agreed and Accepted,

Signature

Date

Print name and Account Number

12. Aplus.Net will not provide customer with any compensation for down time or termination of the account. Prepaid accounts will not be prorated. No refunds. Aplus.Net will wave the setup fee, if the account needs to be re-activated.
13. Aplus.Net will keep a log of all copyright infringement complaints.
14. Aplus.Net will deny services unconditionally to anyone who is considered as a repeated offender of the copyright laws.
15. Aplus.Net will collaborate with other Internet Service Providers to the full extent of the law in order to reduce copyright infringement on the Internet.
16. Aplus.Net will notify all its existing customers about this document by an one-time e-mail. New customers will be notified about this document by the welcome letter and at the subscription form.
17. This policy does not replace the Service Agreement, and Acceptable Use Policy (AUP) which shall remain in full force.

Rev. 02 - 11/11/99

Agreed and Accepted,

Signature

Date

Print name and Account Number