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- (a) Effective Notice: To be effective, a notification of claimed infringement must be a written communication provided to GDI's designated agent and must include substantially the following: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work or other intellectual property claimed to have been infringed, or, if multiple copyrighted works or multiple other items of intellectual property at a single online site are covered by a single notification, a representative list of such works at that site; (iii) 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 us to locate the material; (iv) information reasonably sufficient to permit us 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; (v) a statement that the complaining party has a goodfaith belief that use of the material in the manner complained of is not authorized by the copyright or other intellectual property owner, its agent(s), or the law; and (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright or other intellectual property infringement has been wrongly filed against you, the DMCA permits you to send Company a counter-notice. Notices and counter-notices must meet the thencurrent statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright/ for details.
- (b) What We Will Do. Once the required information is received we will: (i) remove or block access to the infringing material; (ii) notify GDI's customer of GDI's action; and (iii) if GDI's customer sends us a counter-notification as provided for in the DMCA: (A) send a copy of the counter-notification to the person making the claim; and (B) inform the person making the claim that we will replace the blocked or removed material in ten business days, unless the person making the claim notifies us that such person has filed an action seeking a court order to restrain the customer from engaging in the infringing activity relating to the material on GDI's system or network.
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[Revised February 11, 2009]