

Home faq Compatible Handsets Copyright Policy Privacy Policy Specific Terms and Conditions Terms and Conditions Products Contact

## **COPYRIGHT POLICY 1 OCTOBER 2013**

Provider ("we", "us", "our") respects the intellectual property rights of others, and we ask our users to do the same. Provider may, in appropriate circumstances and at its discretion, disable and/or terminate accounts of users who may be infringing the intellectual property rights of others as described more fully in the General and Specific Terms.

We reserve the right to change the terms of this Copyright Policy. Since any changes will be posted on this page, we encourage you to check this page regularly. Your continued use of the Service following any changes to this Copyright Policy will constitute your acceptance of such changes.

If you believe that your work has been copied, framed or otherwise displayed on this website or the wapsite (the "Sites") in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Provider's agent ("Copyright Agent") for notice of claims of copyright or other intellectual property infringement the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

2. a description of the copyrighted work or other intellectual property that you claim has been infringed;

3. a description of the material that you claim infringes on the intellectual property and the location of such material;

4. your address, telephone number, and email address;

5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;

6. a statement by you, made under penalty of perjury, that the information in your Notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf.

Provider's Copyright Agent can be reached by e-mail, which address you can find on the Sites and/or through our Services and by phone, which number you can find in the Specific Terms. In addition the Copyright Agent can be reached on Provider's address, as described in the Specific Terms.

If Provider receives such a notification, Provider reserves the right to refuse or delete the allegedly infringing content. After receiving a notice of infringement that complies or substantially complies with the applicable Copyright Legislation of your country, Provider will act expeditiously to remove or disable access to any content claimed to be infringing or claimed to be the subject of infringing activity. Provider will take reasonable steps to expeditiously notify the user that created or posted the relevant content that it has removed or disabled access thereto.

Any user whose content has been removed or disabled in accordance with this policy may provide Provider with a counter notification under the Copyright Legislation. Such counter notification must be provided in writing to our Copyright Agent at the address listed above and must contain:

1. the user's electronic or physical signature;

2. identification of the content that has been removed or to which access has been disabled and the location at which such material appeared before it was removed or disabled, including the complete URL (Uniform Resource Locator);

3. a statement under penalty of perjury that 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;

4. the user's name, address and telephone number, and a statement that the user consent to the jurisdiction of the arbitration association in your country and that you will accept service of process from the person who provided the initial notification of infringement.

Upon receipt of a proper counter-notification under the Copyright Legislation, Provider will promptly provide the person who provided the initial notification of claimed infringement with a copy of the counter notification and inform that person that it will replace the removed content or cease disabling access to it, in ten (10) to fourteen (14) business days. Additionally, Provider will replace the removed content and cease disabling access to it, ten (10) to fourteen (14) business days following receipt of the counter notice, unless Provider's designated Copyright Agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the content on the Sites or Provider's server.

Contact | Terms and Conditions | Service | WASPA

Copyright PhoneSecure • Zimiq GmbH Grünstraße 8, 40212 Düsseldorf • Business registration number: HRB 63787 VAT number: DE273 110 961