

# XTENDLIVE INFRINGEMENT POLICY

Effective: June 7, 2023

XtendLive Inc., a California corporation, with respect to its XtendLive hosted offering (“**XtendLive**,” “**we**,” “**our**,” or “**us**”) owns and operates its proprietary virtual conference software platform that enables event organizers to host and manage virtual conferences and events (the “**XtendLive Platform**”).

This Infringement Policy applies to the XtendLive Platform, and any related resources, materials, information and/or services provided by us through the XtendLive Platform (all of the foregoing, collectively, the “**Services**”).

If you are the owner any copyright, trademark, or other intellectual property right, or are authorized to act on behalf of one, or authorized to act under any exclusive right under any intellectual property rights, please report alleged claims of infringement taking place on or through the Services as set forth in ‘[Reporting Claims of Infringement](#)’ below.

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf> (the “**DMCA**”), XtendLive will respond expeditiously to claims of copyright infringement committed using the Services that are reported to XtendLive’s designated Copyright Agent, identified below. XtendLive will also respond expeditiously to claims of infringement with respect to any trademark right in the same manner.

Upon receipt of the Infringement Notice (as defined below), XtendLive will take whatever action, in its sole discretion, it deems appropriate, including removal of or disabling access to the challenged material on or through the Services.

## REPORTING CLAIMS OF INFRINGEMENT

The written notice to report infringement (the “**Infringement Notice**”) must include substantially the following:

1. Your physical or electronic signature.
2. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works.
3. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
4. Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
6. A statement that the information in the written notice is accurate.
7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive Infringement Notices is:

XtendLive Copyright Manager  
48571 Milmont Drive  
Fremont, CA 94538  
408-734-3600  
CopyrightManager@XtendLive.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your Infringement Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### **COUNTER-NOTIFICATION PROCEDURES**

If you believe that material you posted on the Services was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our copyright agent (identified below). The Counter-Notice must include substantially the following:

1. Your physical or electronic signature.
2. An 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 disabled.
3. Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
4. A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
5. A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Services may be found) and that you will accept service from the person (or an agent of that person) who provided XtendLive with the complaint at issue.

Completed Counter-Notices should be sent to:

Copyright Manager  
XtendLive  
48571 Milmont Drive  
Fremont, CA 94538  
Phone: +1 (408) 734-3600  
Email: [CopyrightManager@XtendLive.com](mailto:CopyrightManager@XtendLive.com)

The DMCA allows us to restore the removed content if the party filing the original Infringement Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### **REPEAT INFRINGERS**

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights and/or trademarks or other intellectual property rights of others.

### **QUESTIONS**

If you have any questions about this Infringement Policy please contact us by email at [CopyrightManager@XtendLive.com](mailto:CopyrightManager@XtendLive.com).