

**BACKGROUND:**

This Policy applies to the material published by the Company on its website at <<insert website address>> and by other methods / places of publication>>].

<insert Company name>> ("the Company") on its website at <<insert website address>> and by other methods / places of publication>>].

**1. Definitions and Interpretation**

In this Policy the following terms shall have the following meanings:

the following meanings:

**"Business Day"**

any day other than Saturday or Sunday) on which the Company's banks are open for their full range of banking services at <<insert location>>;

**"Infringing Material"**

any material published by the Company which is alleged to infringe any Intellectual Property Rights;

**"Intellectual Property Rights"**

all patents, rights in inventions, designs, trade marks, trade and business names, associated goodwill, rights to sue for passing off or unfair competition, copyright, related rights, rights in databases, domain names, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (whether registered or unregistered and whether or not they have a right of renewal or a right of extension for their full term;

**"Notice"**

any communication received by the Company which is alleged to infringe any Intellectual Property Rights.

**2. Notice and Take Down**

2.1 Whilst the Company makes reasonable efforts to ensure that all Intellectual Property Rights of any third party, the risk of infringement cannot be entirely removed.

reasonable efforts to ensure that all Intellectual Property Rights of any third party, the risk of infringement cannot be entirely removed.

2.2 Under the terms of this Policy, any material belonging to them without their prior consent should contact the Company without the requisite procedures set out herein.

any party who identifies any material belonging to them without their prior consent should contact the Company without the requisite procedures set out herein.

**3. Notice Procedure**

3.1 If you identify any material which you believe to be infringing Intellectual Property Rights belonging to you in any material published by the Company you should immediately contact the Company by the following procedure:

any material which you believe to be infringing Intellectual Property Rights belonging to you in any material published by the Company you should immediately contact the Company by the following procedure:

3.1.1 Send an email to <<insert email address>> containing the following details:

<<insert email address>> containing the following details:

S

A

M

P

L

E

3.1.1.1 Your

3.1.1.2 Full of you believe to be infringing. This may include URLs, highlighted copies of material containing the infringing material, screenshots and/or any other evidence

3.1.1.3 Detail of the

3.1.1.4 Proof of the Intellectual Property Rights subsisting in the Material or of your right to contact us on behalf of the rights.

3.2 The Company shall acknowledge receipt of all Notices within <<insert period>> Business

#### 4. **Assessment and Take Down**

4.1 Following receipt of a Notice, the Company shall make a preliminary assessment of the plausibility of the complaint in order to determine its plausibility and validity.

4.2 If the outcome of the preliminary assessment shows that the complaint in the Notice is plausible, the Infringing Material will be removed pending the completion of the assessment and the reaching of an agreement between the Company and you.

4.3 In the event that the complaint is provided to the Company by a third party, the Company shall contact that third party in the course of its assessment of that third party's rights over the Infringing Material.

4.4 In cases where it is deemed appropriate, the Company shall seek legal advice in order to determine the matters of infringement.

4.5 Following the Company's assessment of the alleged infringement, we shall contact you to discuss the outcome of the assessment and to discuss, where appropriate, the resolution to your complaint.

#### 5. **Resolution of Complaints**

5.1 The Company shall endeavour to resolve complaints quickly and fairly. The resolution of complaints shall be desirable (but not guaranteed):

5.1.1 Where no infringement is found, the (alleged) Infringing Material shall remain without modification.

5.1.2 The Infringing Material shall be removed without modification without the requirement of a notice.

5.1.3 The Infringing Material shall be removed without modification under the terms of a notice.

5.1.4 The Infringing Material shall be removed with modifications to remove the infringing element.

5.1.5 The Infringing Material shall be removed and not republished.

5.2 In the event that a complaint is resolved, the Infringing Material shall

# S

# A

M

P

1001

# F