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- Personal Information; or
- Content inconsistent with these Terms and Conditions.

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JPMC ("us" or "we") respects the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting through any application or website offered by us any materials that violate another party's intellectual property rights. When we receive proper Notification of Alleged Copyright Infringement as described below, we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers in accordance with the Digital Millennium Copyright Act.

A. Notification of Alleged Copyright Infringement: If you believe that your own copyrighted work is accessible through any website or application provided by us in violation of your copyright, you may provide our Designated Agent with a written communication as set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3) that contains substantially the following:

- 1. Identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed so that we can locate the material. For example, "The copyrighted work is my content that appears at http://www.mycontentpage.com/item1_qjofkrns123." If multiple copyrighted works at a single online site are covered by your Notification, you may provide a representative list of such works at that site.
- 2. Identify the URL or other specific location on the application or website provided by us that contains the material that you claim infringes your copyright described in Item 1 above. You must provide us with reasonably sufficient information to locate the alleged infringing material. For example, "The content at the following URL infringes on my copyright http://www.anothercontent.com/item2 hjdsi899."
- 3. Provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.
- 4. Include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- 5. Include a statement by you that the information contained in your Notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the owner's behalf.
- 6. Include your name, mailing address, telephone number and email address. You may submit your Notification of Alleged Copyright Infringement to our Designated Agent by fax, mail, or E-Mail as set forth below:

Designated Copyright Agent: Amy Scalise, JPMC Legal Department, Mail Code NY1-A425, One Chase Manhattan Plaza, 25th Floor, New York, New York, 10081, Attn: Workflow Manager Phone: 312-732-6910 Fax: 312-732-4172 E-Mail: amy.c.scalise@jpmchase.com. Please note that you may be liable for damages, including court costs and attorneys fees, if you materially misrepresent that content on our website and/or application is copyright infringing. Upon receiving a proper Notification of Alleged Copyright Infringement as described in this Section A, we will expeditiously remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of your claim. We also will advise the alleged infringer of the DMCA statutory Counter Notification procedure described below in Section B by which

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the alleged infringer may respond to your claim and request that we restore this material. If we receive a Notification of Alleged Copyright Infringement that does not contain all of the information described above, but provides a way for us to contact you, we will promptly follow up with you to request that you provide any information not previously provided.

B. Counter Notification: If you believe your own copyrighted material has been removed from our website or application as a result of mistake or misidentification, you may submit a written Counter Notification to our Designated Agent pursuant to 17 U.S.C. § 512(g)(2) and (3). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

- 1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.
- 2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which the service provider may be found.
- 3. A statement that you will accept service of process from the party that filed the Notification of Alleged Copyright Infringement or the party's agent.
- 4. Your name, address and telephone number.
- 5. A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- 6. Your physical or electronic signature. You may submit your Counter Notification to our Designated Agent by fax, mail, or E-Mail as set forth below:

Designated Copyright Agent: Amy Scalise, JPMC Legal Department, Mail Code NY1-A425, One Chase Manhattan Plaza, 25th Floor, New York, New York, 10081, Attn: Workflow Manager Phone: 312-732-6910 Fax: 312-732-4172 E-Mail: amy.c.scalise@jpmchase.com If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material after 10 business days but no later than 14 business days from the date we receive your Counter Notification, unless our Designated Agent first receives notice from the party filing the original Notification of Alleged Copyright Infringement informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees.

C. Repeat Infringer Policy: In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, we will terminate access to our website or application by users who are repeat infringers. We may also at our sole discretion limit access to our application and/or website and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

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- overload of system capacities;
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