

DMCA Notice

ImOn Communications, LLC

DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

THIS NOTICE IS SUBJECT TO MODIFICATION AT ANY TIME WITHOUT NOTICE, WHETHER DUE TO CHANGES IN THE LAW, THE SCOPE OF SERVICES OFFERED BY IMON, OR FOR CONVENIENCE. YOU SHOULD PERIODICALLY CHECK TO MAKE SURE THAT YOU ARE SEEING THE CORRECT, CURRENT VERSION OF THE NOTICE.

ImOn respects the intellectual property rights of others and expects users of its services to do the same. Accordingly, you may not disseminate any material or content over, ImOn's systems or networks in any manner that constitutes an infringement of a third party's intellectual property rights, including rights granted under U.S. copyright law. Owners who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act (the "DMCA") to report alleged infringements. ImOn will comply with its obligations under the DMCA.

ImOn is a Service Provider of Transitory Digital Network Communications, as those terms are used in the DMCA found at 17 U.S.C. § 512. Consistent with ImOn's obligations under § 512(i), ImOn has adopted and reasonably implemented, and informs subscribers and account holders of ImOn's system or network of, a policy that provides for the termination in appropriate circumstances of ImOn's subscribers and account holders who are repeat infringers; and accommodates and does not interfere with standard technical measures. More information can be found in ImOn's [Acceptable Use Policy](#) for Internet subscribers and account holders.

ImOn encourages copyright owners and their authorized agents to report to ImOn alleged violations of copyright infringement. ImOn, however, operates as a provider of Transitory Digital Network Communications. In this regard, ImOn is a conduit for information transmitted by subscribers and account holders. ImOn does not provide System Caching, facilities for Information Residing on Systems or Networks at Direction of Users, or Information Location Tools, as those terms are used in § 512. Accordingly, there are no "notice and takedown" procedures required of ImOn to avail itself of the safe harbor provisions of § 512(i).

ImOn will investigate your complaint and attempt to notify the applicable subscriber or account holder of your complaint. ImOn, in its sole discretion, may take one or more of the following actions in accordance with the severity and duration of any such prohibited use:

Take no action;

Require the subscriber or account holder to provide ImOn with a satisfactory explanation and response regarding their understanding and compliance with the terms and condition of ImOn's Acceptable Use Policy;

Warn the subscriber or account holder;

Suspend services to the offending subscriber or account holder;

Terminate services of the offending subscriber or account holder;

Take other action in accordance with ImOn's Acceptable Use Policy and other service contracts;
and

Take other action in accordance with the applicable law.

The way ImOn chooses to handle your complaint is within ImOn's sole discretion, and the resolutions of such complaints are not shared with the complainants. It is ImOn's policy only to disclose information about ImOn's subscribers and account holders, including their identity, to third party's pursuant to a subpoena or other lawful court order.

Copyright owners may report alleged copyright infringements by sending ImOn's designated agent a notification of infringement that fulfills the requirements specified in Title II of the Digital Millennium Copyright Act of 1998. The text of this statute can be found at the U.S. Copyright Office website at:

<http://www.copyright.gov/legislation/pl105-304.pdf> (visited June 26, 2014).

ImOn's designated agent for notice of alleged copyright infringement is:

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