



## **COPYRIGHT COMPLIANCE POLICY**

**Last Updated: November 24, 2020**

Omnia Aerospace, LLC ("**Omnia Aerospace**," "**Site**," "**company**," "**we**," "**us**," or "**our**") is strongly committed to protecting copyrighted material – both yours and ours.

If you have any questions or concerns about this policy or our practices with regards to copyrighted material, please contact us at [copyright@omniaaerospace.com](mailto:copyright@omniaaerospace.com).

Please read this Copyright Compliance Policy carefully as it will help you make an informed decision about filing a copyright concern or infringement with us.

### **1. INTRODUCTION**

This is the official copyright compliance policy ("Copyright Compliance Policy") of Omnia Aerospace, its applications, content, interactive services, or components that include an authorized link to this Copyright Compliance Policy.

This Copyright Compliance Policy is a part of the terms and conditions ("Terms of Service Agreement") which are set forth in our Terms of Service Agreement for the applicable Site on which this Copyright Compliance Policy is provided or through which you accessed this Copyright Compliance Policy.

Any terms that are not defined in this Copyright Compliance Policy shall have the meaning given in the Terms of Service Agreement. Both the Terms of Service Agreement and this Copyright Compliance Policy are legally binding on all persons and entities.

We take protection of copyrights – both yours and ours – very seriously. We, therefore, employ multiple measures to prevent copyright infringement over this Site and to promptly end any infringement that might occur.

### **2. HOW TO SEND A NOTICE OF COPYRIGHT INFRINGEMENT**

If you are a copyright owner (or the owner's authorized agent) and have a good-faith belief that material on our Site infringes one of your copyrights, please notify us in writing using the procedure provided below.

In order for us to process your copyright infringement notice, it must be sent to the agent designated below and include the requested information.

When we receive your notice under this procedure, we will expeditiously remove or disable access to the material that is claimed to be infringing or to be the subject of infringing activity.

Please send your notice of infringement to our designated agent for receiving such notices:

**Name of Designated Agent:** Omnia Aerospace, LLC (c/o Legal Department)

**Mailing Address of Designated Agent:** PO Box 191505, Dallas, Texas, 75219 USA

**Email Address of Designated Agent:** [copyright@omniaaerospace.com](mailto:copyright@omniaaerospace.com)

**CAUTION: DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT TO THE CONTACT LISTED ABOVE. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT.**

Your notice of infringement must be a written communication provided to the Designated Agent listed above and must include the following information:

- 2.1 A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 2.2 Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on our Site is covered by a single notification, a representative list of such works on our Site.
- 2.3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- 2.4 A notarized copy of the copyright registration document for the material that is claimed to be infringing or to be the subject of infringing activity.
- 2.5 Information reasonably sufficient to permit the service provider to contact the complaining party, such as a valid name, mailing address, telephone number, and an electronic mail address at which the complaining party may be contacted.
- 2.6 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- 2.7 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**If your written notice of infringement does not contain the information requested above, your notice may not be processed. We will not contact you requesting any missing information. You are responsible for submitting all requested information.**

**CAUTION: IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.**

### **3. HOW TO SEND A COUNTERNOTICE IF YOU DETERMINE THE POSTING WAS NOT INFRINGING**

As explained above, if we receive a notice of infringement sent to our designated agent with the information described above, we will expeditiously remove or block access to the material that is claimed to be infringing.

We will also send a notification to the person who posted the material, at the email address provided by the person in connection with his or her account with us, telling the person that the material was removed or access to it was blocked because of claimed infringement.

If you are a person who posted material that was removed in response to a notice of infringement and you believe that material was removed due to mistake or misidentification, you may request that we replace the posting by sending us a counternotice as follows:

You must send the counternotice to our designated agent for receiving notices of infringement, whose name and contact information is above.

Your counternotice must be a written communication provided to the Designated Agent listed above and must include the following information:

- 3.1 A physical or electronic signature of the person (e.g., author, subscriber, editor, user, etc).
- 3.2 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 to it was disabled.
- 3.3 A statement under penalty of perjury that the person has 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.
- 3.4 The person's name, mailing address, telephone number, electronic mail address, and a statement that person consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the person's address is outside of the United States, for any judicial district in which the service provider may be found, and that the person will accept service of process from the person who provided notification of copyright infringement or an agent of such person.

When we receive a counternotice that complies with these requirements, we reserve the right, but not the obligation, to restore the material that was removed after forwarding a copy of the counternotice to the person who sent the notice of infringement and waiting at least ten (10) business days.

If, during those ten (10) business days, the person who sent the original notice of infringement notifies us that such person has instituted a suit to seek a court order to restrain the person from infringing activity relating to the material on our website, we will not replace the material. Otherwise, we may repost the material at our discretion.

We retain the right to remove, block access to, or not restore material at any time for any reason without any liability to the author or posting person. In particular, an author or person who sends a counternotice pursuant to this Copyright Compliance Policy expressly acknowledges and agrees that we shall not be liable to the person under any circumstances for declining to replace material.

**CAUTION: IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS NOT INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.**

#### **4. FRAUDULENT AND REPEAT INFRINGER POLICY**

We have a policy of terminating, blocking, and/or reporting to affected authorities the accounts and/or names of fraudulent or repeat infringers.

A fraudulent infringer includes any person who has filed a bogus or unsubstantiated infringement complaint. A repeat infringer includes any person who has made two or more Postings for which we receive a notice of infringement under this Copyright Compliance Policy.

Each person agrees that if his or her account or name is terminated pursuant to this Copyright Compliance Policy, the person will not attempt to establish a new account under any name, real or assumed, and further agrees that if the person violates this restriction by opening a new account after being terminated, blocked, or reported pursuant to this Copyright Compliance Policy, the person shall indemnify and hold us harmless for any and all liability that we may incur therefor.

#### **5. SOLE STATEMENT**

This document is the sole statement of the Copyright Compliance Policy with respect to this Site, and no summary, restatement or other version thereof, or other statement or policy, in any form, including, without limitation, machine-generated, is valid.

#### **6. EFFECTIVITY**

This Copyright Compliance Policy was last updated on the date noted above and is effective immediately.