

Incident Response: External DMCA Workflow

Purpose:

The purpose of this notice is to define the actions to be taken to address takedown requests (Takedown Notice) pursuant to the Digital Millennium Copyright Act (DMCA).

Take Down Notice Process:

- Complainant submitting a Takedown Notice must complete the following:
 - Include the name, (physical) address, and phone number of the designated agent.
 - "a notification of claimed infringement must be a written communication provided to the designated agent of a service provider". Complaints to DataBank may be in email form to Compliance@DataBank.com.
 - Must contain a physical or electronic signature of a person authorized to act on behalf of the owner.
 - Complainant must identify the copyright work claimed to have been infringed.
 - Complainant must identify the material to be disabled or removed in such a manner that DataBank can locate the material; including as much information as possible to include, web address, IP address, business name.
 - Information must be reasonably sufficient so that DataBank can identify the complainant including name, address, phone number and email if available.
 - 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.
 - 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.
 - In order to process a "Takedown Notice" DataBank must receive an official takedown notice in writing, preferably in email to Compliance@DataBank.com based on the prerequisites listed above. Verbal requests are **not** acceptable.
 - Once DataBank receives a takedown notice, it is reviewed for completeness and verified.
 - After the takedown notice is verified, DataBank will send a communication to the complainant informing them that the notice has been accepted and DataBank will work to resolve the issue within fourteen (14) calendar days.
 - If DataBank determines that the Complaint is insufficient and that DataBank is not in violation of the DMCA, DataBank will issue a counter notice to the Designated Agent.
 - If the Designated Agent does not respond to the counter notice within fourteen (14) calendar days, DataBank, under law, is not responsible to take down the content associated with the complaint.

Response to Takedown Notice:

1. If you receive notice that DataBank has removed or disabled access to the material subject to the Takedown Notice and you believe it is in error, you need to send a notice to DataBank with the following information (Counter-Notification):
 - a. A physical or electronic signature
 - b. Identify the site that was shut down (or material to which access was disabled)
 - c. A statement under penalty of perjury that subscriber believes removal (or denied access) was a mistake; and
 - d. Your name, address, and telephone number, a statement that you consent to jurisdiction in Federal District Court*, and a statement that the subscriber will accept service of process from the person who made the original complaint to DataBank.

*If you reside outside of the United States, you must identify a court local to you for which you consent to jurisdiction.

2. If a counter-notification or dispute is received communication of verified counter-notification or dispute will be sent to the complainant.
3. The above notice is not designed to be legal advice and DataBank makes no representations or warranties regarding the contents herein.
4. End

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