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APPENDICES

Appendix A — DMCA Takedown Notice Template

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PART I — FOUNDATION

1 Policy Overview & Purpose

PLAIN-LANGUAGE SUMMARY

Prime Partners Group, LLC respects copyright law and has adopted this DMCA Copyright Policy to protect copyright owners, shield the Platform from liability, and provide a clear, fair process for reporting infringement, disputing takedowns, and holding repeat infringers accountable. Copyright owners: use Appendix A to report. Users who received a takedown: use Appendix B to dispute.

Prime Partners Group, LLC, a Florida limited liability company doing business as **4EstateSale.com** ("Company," "Platform," "we," "us," or "our"), is committed to respecting the intellectual property rights of copyright owners and to complying fully with the Digital Millennium Copyright Act of 1998 ("DMCA"), Pub. L. 105-304, codified at 17 U.S.C. §§ 512 et seq. This DMCA Copyright Policy ("Policy") sets forth the procedures, obligations, and rights of all parties in connection with copyright matters on the Platform.

The 4EstateSale.com Platform is an online advertising marketplace that enables estate sale companies, auction companies, and individual sellers ("Users") to create and publish sale listings containing photographs, textual descriptions, logos, and other content. Because Users upload and publish content independently, the Platform operates as a hosting service and information location tool within the meaning of 17 U.S.C. §§ 512(c) and 512(d).

1.1 Types of Content Covered

This Policy covers all categories of creative content that may be uploaded to or displayed on the Platform, including without limitation:

Content Type	Examples	Common Infringement Scenario
Photographs & Images	Item photographs, room photos, sale-day images	Uploading professional photographer's photos without license; using stock images without rights
Textual Descriptions	Item descriptions, sale narratives, condition reports	Copy-pasting auction house or competitor descriptions verbatim
Logos & Brand Marks	Company logos, business identity graphics	Using another estate company's logo; using brand owner's trademark in listing graphics

Videos & Multimedia	Sale preview videos, walkthrough recordings	Including background music or film clips without a synchronization license
Artwork & Illustrations	Images of fine art, prints, posters	Reproducing an artist's work in a listing photo without authorization from the rights holder
Catalogs & Publications	Auction catalogs, appraisal excerpts, reference guides	Scanning and uploading pages from copyrighted reference materials
Software & Digital Files	Digital downloads, software included in an estate	Offering copyrighted software without proper licensing disclosure

1.2 Purpose of This Policy

This Policy is designed to accomplish four principal objectives:

- 1. Legal compliance:** Ensure the Company's full compliance with 17 U.S.C. § 512, thereby qualifying for and maintaining all applicable DMCA safe harbor protections;
- 2. Rights protection:** Provide copyright owners with a fast, effective, and legally compliant mechanism to report and obtain removal of infringing content from the Platform;
- 3. User fairness:** Provide Users with a clear procedure to dispute erroneous or bad-faith takedown notices and seek restoration of legitimately owned content;
- 4. Platform integrity:** Maintain a lawful, trustworthy marketplace by enforcing a clear and consistently applied repeat infringer policy that deters serial copyright abuse.

2 Definitions

Term	Definition
DMCA	The Digital Millennium Copyright Act of 1998, Pub. L. 105-304, codified principally at 17 U.S.C. §§ 512, 1201–1205, 1301–1332, and 28 U.S.C. § 4001, as may be amended from time to time.
Designated DMCA Agent	The individual or department designated by Prime Partners Group, LLC and registered with the U.S. Copyright Office to receive Takedown Notices under 17 U.S.C. § 512(c)(2).
Takedown Notice	A written notification submitted to the Designated DMCA Agent by a copyright owner or authorized agent asserting that content on the Platform infringes the owner's copyright, meeting all requirements of 17 U.S.C. § 512(c)(3).

Counter-Notice	A written notification submitted by a User disputing a Takedown Notice and requesting restoration of removed content, meeting all requirements of 17 U.S.C. § 512(g)(3).
Safe Harbor	The limitation on liability for online service providers set forth in 17 U.S.C. § 512, which protects qualifying service providers from monetary liability for copyright infringement committed by their users, provided the service provider complies with the DMCA's procedural and substantive requirements.
Infringement Strike	A formal finding by the Company that a User has submitted content that infringed a third party's copyright, confirmed by receipt of a valid Takedown Notice (that was not successfully contested by Counter-Notice) or by the Company's independent determination of infringement.
Repeat Infringer	A User who has received two or more Infringement Strikes on the Platform within any rolling 24-month period, or three or more strikes at any time over the account's lifetime.
Complainant	The copyright owner, or an agent authorized in writing to act on the copyright owner's behalf, who submits a Takedown Notice to the Company.
User Content	Any photograph, image, text, logo, video, audio file, or other material submitted to or published on the Platform by a User in connection with a sale listing or account profile.
U.S. Copyright Office	The government agency within the Library of Congress (https://www.copyright.gov) responsible for administering the copyright laws of the United States, including the registration of Designated DMCA Agents under 37 C.F.R. § 201.38.

3 DMCA Safe Harbor — Legal Framework

3.1 Overview of 17 U.S.C. § 512

The Online Copyright Infringement Liability Limitation Act, enacted as Title II of the DMCA (codified at 17 U.S.C. § 512), limits the copyright infringement liability of online service providers ("OSPs") who act in qualifying capacities. Congress enacted Section 512 to encourage OSPs to take prompt action against infringing content while shielding them from potentially ruinous monetary liability for infringement committed by their users over whom they have no direct control.

17 U.S.C. § 512(C) — SAFE HARBOR FOR USER-STORED CONTENT

A service provider shall not be liable for monetary relief for infringement of copyright by reason of the storage at the direction of a user of material that resides on a system or network controlled or operated by or for the service provider, provided the service provider: (1) does not have actual knowledge of infringement, or upon obtaining such knowledge, acts expeditiously to remove or disable access; (2) does not receive a financial benefit directly attributable to the infringing activity where the service provider has the right and ability to control it; and (3) upon notification of claimed infringement, responds expeditiously to remove or disable access to the allegedly infringing material.

3.2 Safe Harbor Conditions — Our Compliance Commitments

To qualify for and maintain DMCA safe harbor protection, Prime Partners Group, LLC is required to satisfy each of the following conditions on an ongoing basis. This Policy constitutes the Company's affirmative commitment to satisfy all of them:

Safe Harbor Condition	Company's Compliance Commitment
Designated Agent Registration (17 U.S.C. § 512(c)(2))	The Company has designated and registered a DMCA Agent with the U.S. Copyright Office in accordance with 37 C.F.R. § 201.38, and maintains that registration with annual renewals. Agent contact information is posted on this page and maintained in the Copyright Office's online directory.
Expeditious Removal (17 U.S.C. § 512(c)(1)(C))	Upon receipt of a valid Takedown Notice, the Company will act expeditiously to remove or disable access to the allegedly infringing content — targeting within 24–48 hours of receiving a complete, valid notice.
No Actual Knowledge / No Red-Flag Knowledge (17 U.S.C. § 512(c)(1)(A))	The Company does not pre-screen User Content for copyright compliance. Upon acquiring actual knowledge or red-flag awareness of specific infringement, we act expeditiously to remove the content even absent a formal Takedown Notice.
No Direct Financial Benefit from Infringement (17 U.S.C. § 512(c)(1)(B))	The Company earns subscription fees for providing advertising services generally, not for hosting any specific infringing content. The Company does not financially benefit from specific infringing listings in a way that gives it the right and ability to control the infringing activity.
Repeat Infringer Policy (17 U.S.C. § 512(i)(1)(A))	The Company has adopted, reasonably implemented, and notified subscribers of a policy providing for termination, in appropriate circumstances, of Users who are repeat copyright infringers. See Section 11.
Standard Technical Measures (17 U.S.C. § 512(i)(1)(B))	The Company accommodates and does not interfere with standard technical measures used by copyright owners to identify or protect their works, as may be adopted by broad consensus in the copyright and online service provider industries.
Counter-Notice & Putback Procedure (17 U.S.C. § 512(g))	The Company provides a clear Counter-Notice procedure (see Section 9) and restores content following a valid Counter-Notice unless the Complainant files a lawsuit within the 10–14 business day window.

3.3 Scope of Safe Harbor Coverage

The Company asserts safe harbor protection under multiple provisions of 17 U.S.C. § 512:

- **Section 512(c):** For content stored at the direction of Users (sale listing photographs, descriptions, logos, and other content uploaded by Subscribers);
- **Section 512(d):** For information location tools — any search or linking function that directs users to third-party locations containing potentially infringing material;
- **Section 512(a):** For transitory digital network communications — automatic, temporary copies made in the routing or transmission of content through our network infrastructure;
- **Section 512(b):** For system caching — intermediate and temporary storage of content for purposes of improving service efficiency.

4 Designated DMCA Agent

Copyright Office Registration Notice

Under 17 U.S.C. § 512(c)(2) and 37 C.F.R. § 201.38, online service providers must register a Designated Agent with the U.S. Copyright Office to qualify for DMCA safe harbor protection. Prime Partners Group, LLC has registered its Designated DMCA Agent through the Copyright Office's online registration system at <https://www.copyright.gov/dmca-directory/>. The registration is renewed annually as required by law. Takedown Notices sent to any address other than those listed below will not trigger the Company's DMCA obligations or any safe harbor clock.

Official Designated DMCA Agent — Prime Partners Group, LLC

Designated Agent Name: DMCA Agent, Prime Partners Group, LLC

Company / DBA: Prime Partners Group, LLC d/b/a 4EstateSale.com

Email (Preferred): contact4es@gmail.com

Online Submission: <https://www.4estatesale.com/contact-us/> → Subject: "DMCA / Copyright Claim"

Subject Line Required: "DMCA TAKEDOWN NOTICE — [Brief Description of Work]"

Mailing Address (for written notices only):

DMCA Agent — Copyright Matters

Prime Partners Group, LLC

Miami-Dade County, Florida, USA

Copyright Office Directory: <https://www.copyright.gov/dmca-directory/> (search: "Prime Partners Group" or "4EstateSale")

Response Time: Valid Takedown Notices acknowledged within 2 business days; removal within 24–48 hours of validation

Notices Sent to Other Addresses

A Takedown Notice that is not sent to the Designated DMCA Agent at the addresses listed above is NOT an effective DMCA notice and does not trigger any of the Company's DMCA obligations, including any obligation to remove content, provide counter-notice rights, or initiate the putback timeline. Only notices sent to the Designated DMCA Agent constitute valid DMCA notices under 17 U.S.C. § 512(c)(3). General customer service emails and contact form submissions using categories other than "DMCA / Copyright Claim" will not be treated as valid DMCA notices.

PART II — INFRINGEMENT REPORTING

5 What Constitutes Copyright Infringement

5.1 Copyright Basics

Copyright is a form of legal protection provided by federal law (17 U.S.C. §§ 101 et seq.) to authors of original works of authorship fixed in any tangible medium of expression. Copyright protection attaches automatically at the moment of creation and fixation — no registration, notice, or publication is required to establish copyright ownership, though registration with the U.S. Copyright Office (17 U.S.C. § 411) is a prerequisite to filing a federal copyright infringement lawsuit for works of U.S. origin and provides significant legal advantages.

5.2 What Constitutes Infringement on This Platform

Copyright infringement occurs when a User copies, reproduces, distributes, publicly displays, or creates derivative works from a copyrighted work without the authorization of the copyright owner and without a valid legal defense (such as fair use). In the context of the Platform, common infringement scenarios include:

- Uploading a photograph taken by a professional photographer without obtaining a license to use it in a commercial sale listing;
- Copying the listing description, narrative, or catalog text written by another estate company or auction house and using it in your own listing;
- Including a recording of copyrighted music as a soundtrack in a sale preview video without a synchronization license;
- Reproducing images of fine art, prints, or illustrations in listing photos without authorization from the artist or rights holder;
- Using a competitor's company logo or a brand owner's trademark in your listing graphics without authorization;
- Scanning and uploading pages from copyrighted reference books, auction catalogs, or price guides;
- Using stock photography from services such as Getty Images or Shutterstock without a commercial license that permits use in online sale listings.

5.3 Fair Use — Not All Copying Is Infringement

Not every use of a copyrighted work without authorization constitutes infringement. The doctrine of fair use (17 U.S.C. § 107) permits limited use of copyrighted material without the owner's permission in certain circumstances. Fair use is evaluated on a case-by-case basis using four statutory factors: (1) the purpose and character of the use (commercial vs. educational; transformative vs. merely reproductive); (2) the nature of the copyrighted

work; (3) the amount and substantiality of the portion used; and (4) the effect of the use on the potential market for the original work. See Section 16 for more information on fair use. The Company does not make fair use determinations on behalf of Users — that determination is the User's responsibility.

5.4 What Is NOT Covered by This Policy

This Policy addresses *copyright* infringement only. It does not govern complaints about:

- **Trademark infringement:** Unauthorized use of brand names, logos, or trade dress — report trademark issues through the Company's Acceptable Use Policy reporting channel;
- **Defamation or false statements:** Report through the general Contact form;
- **Privacy violations or unauthorized use of personal photographs:** Report through the Privacy Policy or general Contact form;
- **Patent infringement:** Not addressed by the DMCA or this Policy.

6 Copyright Infringement Notification (Takedown Notice)

Before You Submit a Takedown Notice

Please verify that: (a) you own the copyright or are authorized in writing to act on the owner's behalf; (b) the content you are reporting is actually protected by copyright (facts, ideas, common phrases, and unoriginal works are not copyrightable); (c) the use does not qualify as fair use (see Section 5.3 and 16); and (d) you include ALL required elements — incomplete notices cannot be processed and will be returned. False notices may expose you to liability under 17 U.S.C. § 512(f) (see Section 7).

6.1 Statutory Requirements — 17 U.S.C. § 512(c)(3)

To be effective under the DMCA, a Takedown Notice must be a written communication submitted to the Designated DMCA Agent (see Section 4) and must include substantially all of the following elements:

Physical or electronic signature: A physical signature or a functioning electronic signature (e.g., typing your full name and including the declaration "I am submitting this notice with my electronic signature" constitutes a valid electronic signature) of the copyright owner or the owner's authorized agent. A digital signature certificate is not required but is acceptable.

Identification of the copyrighted work: Clear identification of the specific copyrighted work or works claimed to have been infringed. If multiple works at a single online site are covered by a single notification, a representative list of such works is sufficient. Include the title, author, date of creation, and, if applicable, the copyright registration number.

Identification of the infringing material: Identification of the material that is claimed to be infringing or to be the subject of infringing activity, with information reasonably sufficient to permit the Company to locate the material. This should include: (a) the specific URL(s) of the Listing page(s) where the infringing material appears; (b) the Listing ID shown on the Platform (if available); and (c) a description of the specific element (e.g., "the second photograph in the listing gallery") if the listing contains multiple elements only some of which are infringing.

Contact information of Complainant: Information reasonably sufficient to permit the Company to contact you (the Complainant), including your full legal name, mailing address, telephone number, and email address. If you are acting as an authorized agent for the copyright owner, include both your contact information and the owner's name and contact information.

Good faith statement: A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. This statement must reflect your genuine belief — filing a notice without a good faith basis may constitute misrepresentation under 17 U.S.C. § 512(f).

Statement of accuracy and authority under penalty of perjury: A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. This is a legally significant declaration — false statements made under penalty of perjury may result in criminal prosecution under 18 U.S.C. § 1621 in addition to civil liability under 17 U.S.C. § 512(f).

6.2 Substantially Compliant Notices

Under 17 U.S.C. § 512(c)(3)(B), if a Takedown Notice fails to comply with the requirements in items (1) through (3) above (signature, copyrighted work identification, and infringing material identification), the Company may notify the Complainant of the deficiency and allow a reasonable opportunity to supplement the notification. The Company is not required to process substantially non-compliant notices and is not liable for failing to act on notices that lack the essential elements. Notices lacking only non-material information (e.g., a telephone number when email contact information is provided) may still be processed at the Company's discretion.

6.3 Where to Send Takedown Notices

Takedown Notices must be directed exclusively to the Designated DMCA Agent using the contact information in Section 4. The Company strongly prefers email submissions with "DMCA TAKEDOWN NOTICE" in the subject line for fastest processing. See also Appendix A for the official Takedown Notice template.

6.4 What Happens After a Valid Notice Is Received

Upon receipt of a Takedown Notice that the Company, in its reasonable judgment, determines to be valid and compliant with 17 U.S.C. § 512(c)(3):

1. The Company will send an email acknowledgment to the Complainant within two (2) business days of receipt;

2. The Company will expeditiously disable access to or remove the identified content, targeting completion within twenty-four (24) to forty-eight (48) hours of validation of the notice;
3. The Company will notify the User whose content was removed, providing them with (a) a copy or summary of the Takedown Notice (redacting the Complainant's contact information if the Company determines this to be appropriate); (b) an explanation of the counter-notification procedure under Section 9; and (c) information about the strike recorded against their account;
4. The Company will preserve a copy of the removed content in a secure, non-public archive for the purpose of potential legal proceedings, for a period of no less than one (1) year from the date of removal;
5. The Company will record the Infringement Strike in the User's account history in accordance with the repeat infringer tracking procedures described in Section 11.

7 Misrepresentation & False Claims — 17 U.S.C. § 512(f)

Statutory Warning — False DMCA Notices Carry Civil and Criminal Liability

Under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents: (a) that material is infringing, or (b) that material was removed by mistake or misidentification, is liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, the copyright owner, the OSP, or a license holder who is injured by such misrepresentation. Additionally, false declarations made under penalty of perjury may constitute criminal perjury under 18 U.S.C. § 1621. The Company will vigorously defend against, and may pursue counterclaims arising from, bad-faith Takedown Notices.

7.1 What Constitutes a False or Abusive Takedown Notice

A Takedown Notice may constitute a material misrepresentation actionable under 17 U.S.C. § 512(f) if the Complainant:

- Does not actually own the copyright in the identified work;
- Is not authorized to act on behalf of the copyright owner;
- Knows or should know that the use complained of is a fair use or is otherwise legally authorized;
- Files the notice to suppress legitimate speech, silence a competitor, or harass a user, rather than to address a genuine copyright concern;
- Identifies material as infringing when the Complainant cannot in good faith believe it infringes;
- Files notices against content the Complainant does not own and has no connection to.

7.2 The Company's Response to Bad-Faith Notices

The Company reserves the right to:

- Decline to process a notice that, on its face, appears to be filed in bad faith, without a genuine copyright basis, or as an abuse of the DMCA process;
- Restore content that was removed in response to a notice subsequently determined to be made in bad faith;
- Terminate the DMCA notice submission privileges of Complainants who file systematic abusive or false notices;
- Share the Complainant's notice and contact information with the affected User as appropriate to enable the User to pursue a Section 512(f) claim;
- Seek recovery of its own legal fees and costs from a Complainant who files a materially false notice.

7.3 Similarly — False Counter-Notices

The same misrepresentation liability applies symmetrically to Counter-Notices. A User who files a Counter-Notice knowing that the material was in fact removed for copyright infringement, or who falsely declares a good faith belief that the removal was made by mistake, may be liable to the original Complainant for damages and attorneys' fees under 17 U.S.C. § 512(f). Both parties in the DMCA process are subject to the accuracy and good faith requirements.

PART III — TAKEDOWN & RESTORATION

8 Takedown Procedure & Timeline

8.1 Processing Workflow

Stage	Target Timeline	Description
Receipt & Logging	Day 0	Takedown Notice received by Designated DMCA Agent. Notice is timestamped, assigned a case reference number, and logged in the Company's DMCA tracking system. An auto-acknowledgment email is sent to the Complainant's email address.
Initial Review	Within 4 business hours of receipt during business hours; within 8 hours on evenings/weekends	The DMCA team reviews the notice for the six required elements under 17 U.S.C. § 512(c)(3). If deficient, a deficiency notice is sent to the Complainant identifying the missing elements. If the notice is substantially compliant, it proceeds to validation.
Validation	Within 2 business days	The DMCA team verifies that: (a) the identified URL/Listing exists on the Platform; (b) the identified content is plausibly what is described in the notice; and (c) there is no obvious legal defense (e.g., the content appears to be the User's own original photograph). A substantive acknowledgment is sent to the Complainant confirming processing.
Content Removal	Within 24–48 hours of validation	The identified content (specific photograph, text element, or entire listing as appropriate) is disabled from public view on the Platform. The content is archived in a secure, non-public location. Removal is confirmed to the Complainant by email.
User Notification	Within 24 hours of content removal	The User whose content was removed is notified by email to their account email address. The notification includes: a description of the removed content; a summary of the Takedown Notice; an explanation of the counter-notification procedure; the Infringement Strike count on their account; and a warning about the repeat infringer policy.
Infringement Strike Recorded	Concurrent with User notification	One Infringement Strike is recorded against the User's account in the DMCA tracking system. The strike record includes the date, the case reference number, the Complainant's name, the infringing content description, and the User's account ID. See Section 11.

Counter-Notice Window Opens	Upon User notification	The User has 14 calendar days from receipt of the User Notification to submit a valid Counter-Notice. See Section 9.
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8.2 Partial Versus Complete Removal

Where a Takedown Notice identifies only a specific element of a Listing (e.g., one photograph out of ten), the Company will, wherever technically feasible, remove only the identified element rather than the entire Listing. Where the identified infringing content is so integral to the Listing that its removal leaves the Listing incomplete, misleading, or non-functional, the Company may, in its discretion, remove the entire Listing and notify the User accordingly.

8.3 Preservation of Removed Content

In accordance with the good-faith cooperation principles underlying the DMCA, the Company will preserve an archived copy of removed content for a minimum of one (1) year following removal. Preserved copies will be made available to parties in litigation pursuant to valid legal process (subpoena, court order, or civil investigative demand). Preservation is maintained solely for legal purposes and does not constitute any representation regarding the content's legality, ownership, or copyright status.

8.4 No Liability for Good-Faith Removals

Under 17 U.S.C. § 512(g)(1), the Company — and its members, managers, officers, employees, and agents — shall not be liable to any person for any claim based upon a good-faith disabling of access to, or removal of, material or activity claimed to be infringing or based on facts or circumstances from which infringing activity is apparent, regardless of whether the material is ultimately determined to be infringing. You acknowledge and agree that the Company's removal of content pursuant to a Takedown Notice — even if the Takedown Notice is subsequently determined to have been erroneous — does not give rise to any liability on the Company's part, provided the Company acted in good faith.

9 Counter-Notification Procedure

YOUR RIGHT TO DISPUTE A TAKEDOWN

If your content was removed in response to a Takedown Notice and you believe the removal was made in error — for example, because you own or have a license to the content, because the use constitutes fair use, or because the Complainant made a mistake — you have the right to submit a Counter-Notice under 17 U.S.C. § 512(g). A valid Counter-Notice initiates a legally defined process that may result in restoration of your content within 10–14 business days unless the Complainant files a lawsuit.

9.1 When to Submit a Counter-Notice

Submit a Counter-Notice if you genuinely believe that:

- The removed content was your own original work and does not infringe anyone's copyright;
- You have a valid license, written permission, or other legal authorization from the copyright owner to use the content;
- The content was identified in error — e.g., the Takedown Notice misidentified the material or the wrong listing was targeted;
- The use of the content clearly qualifies as fair use under 17 U.S.C. § 107;
- The claimed copyright in the identified material has expired or is invalid.

Do Not Submit a Counter-Notice If:

- You know that the content infringes someone else's copyright — a false Counter-Notice exposes you to liability under 17 U.S.C. § 512(f);
- You are hoping to "buy time" — the Counter-Notice process is a legal proceeding, not a delay mechanism;
- You plan to immediately re-upload the same content — re-uploading content removed pursuant to a valid DMCA notice is an Infringement Strike violation and may result in accelerated enforcement action.

9.2 Statutory Requirements — 17 U.S.C. § 512(g)(3)

To be effective under the DMCA, a Counter-Notice must be a written communication submitted to the Designated DMCA Agent and must substantially include all of the following elements:

Physical or electronic signature: Your physical signature or a functioning electronic signature. The Counter-Notice must be signed by you as the User (or, for a business account, by an authorized officer or representative of the business).

Identification of removed material and its prior location: A description of the material that was removed or to which access was disabled, and the location at which the material appeared on the Platform before it was removed. Include the Listing URL (if you still have it), the Listing ID, and a description of the specific content element that was removed.

Good faith statement of mistake or misidentification: A statement under penalty of perjury that you have 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. Specify the basis for your belief (e.g., "I am the original photographer who took this photograph," or "I have a license from [Licensor] dated [Date] to use this image commercially").

Basis for your claim: A concise explanation of why you believe the removal was in error, including any documentation you can provide (e.g., license agreements, copyright registrations, timestamps of original creation).

Consent to jurisdiction: A statement that you consent to the jurisdiction of the Federal District Court for the judicial district 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. For this purpose, the applicable court is the U.S. District Court for the Southern District of Florida, Miami Division, consistent with the Company's governing law provisions.

Agreement to accept service of process: A statement that you will accept service of process from the Complainant (or the Complainant's agent) who submitted the original Takedown Notice.

Your contact information: Your full name, mailing address, telephone number, and email address.

9.3 Submission Deadline

Counter-Notices must be submitted to the Designated DMCA Agent within **fourteen (14) calendar days** of the date of the User Notification of content removal. Counter-Notices submitted after this deadline will not be processed under the DMCA's counter-notice and putback procedures, though the Company may, in its sole discretion, consider late-filed counter-notices on a case-by-case basis. The 14-day period runs from the date of the User Notification email, not from the date of removal. See also Appendix B for the official Counter-Notice template.

9.4 Incomplete Counter-Notices

A Counter-Notice that is missing any of the elements in Section 9.2 will be treated as deficient. The Company will notify you of the deficiency and allow a reasonable time (not less than five business days) to supplement your Counter-Notice with the missing elements. A deficient Counter-Notice does not restart the 14-day submission deadline.

10 Content Restoration Procedure

10.1 Forwarding the Counter-Notice to the Complainant

Upon receipt of a Counter-Notice that the Company, in its reasonable judgment, determines to be valid and compliant with 17 U.S.C. § 512(g)(3):

1. The Company will promptly send a copy of the Counter-Notice to the Complainant who submitted the original Takedown Notice, using the contact information provided in the Takedown Notice;
2. The Company will inform the Complainant that it will restore the removed content in 10 to 14 business days unless the Complainant notifies the Company that it has filed a legal action seeking a court order to restrain the User from engaging in infringing activity with respect to the material;
3. The Company will simultaneously acknowledge receipt of the Counter-Notice to the User.

10.2 The Waiting Period — 10 to 14 Business Days

Following the forwarding of the Counter-Notice to the Complainant, the Company will observe a waiting period of **ten (10) to fourteen (14) business days** as required by 17 U.S.C. § 512(g)(2)(C). During this waiting period:

- The removed content will remain disabled on the Platform;
- The Complainant has the opportunity to file a lawsuit in federal court seeking an injunction against the User;
- The User may not re-upload the same or substantially similar content during the waiting period.

Why 10–14 Business Days?

Congress established this waiting period to give the Complainant time to seek emergency judicial relief if they believe the Counter-Notice was filed in bad faith or that the underlying infringement is so serious as to warrant immediate court action. The 10-to-14-business-day window (not calendar days) is specified by statute. The Company targets the lower end (10 business days) for standard cases and the upper end (14 business days) for complex or disputed cases.

10.3 Restoration of Content

If, after the 10–14 business day waiting period, the Company has not received notification from the Complainant that: (a) the Complainant has filed a lawsuit; (b) a court has issued an order restraining the User from engaging in infringing activity; or (c) the Complainant is otherwise pursuing legal action, then:

1. The Company will restore the removed content to the Platform, or provide the User with the means to restore it through their account;
2. The Infringement Strike recorded against the User's account for this specific incident will be annotated as "Counter-Notice Filed — Restored" in the DMCA tracking system, though it will not be removed from the strike record;
3. The Company will notify both the User (that content has been restored) and the Complainant (that content has been restored pursuant to the DMCA's counter-notice procedure) by email.

10.4 No Restoration in Certain Circumstances

Notwithstanding the foregoing, the Company retains absolute discretion not to restore content if:

- The Complainant has notified the Company of a filed lawsuit or pending court order;
- The Company independently determines that the content is clearly infringing, regardless of the Counter-Notice;
- The content violates the Company's Acceptable Use Policy on grounds independent of copyright;
- The Court has issued an injunction or temporary restraining order;
- The User has been terminated as a Repeat Infringer under Section 11.

10.5 No Liability for Restoration

Under 17 U.S.C. § 512(g)(1), the Company shall not be liable to any person for any claim based upon a good-faith restoration of content following the receipt of a Counter-Notice and the expiration of the statutory waiting period, provided no court order was in effect at the time of restoration.

PART IV — REPEAT INFRINGER POLICY

11 Repeat Infringer Policy — Three-Strike System

DMCA SAFE HARBOR REQUIREMENT — MANDATORY POLICY

17 U.S.C. § 512(i)(1)(A) requires that, to qualify for DMCA safe harbor protection, a service provider must have "adopted and reasonably implemented, and informed subscribers and account holders of the service provider's system or network of, a policy that provides for the termination in appropriate circumstances of subscribers and account holders of the service provider's system or network who are repeat infringers." The following Three-Strike Policy is Prime Partners Group, LLC's implementation of this statutory requirement. Compliance with this policy is MANDATORY for maintenance of DMCA safe harbor status.

11.1 What Constitutes an Infringement Strike

An Infringement Strike is recorded against a User's account upon any of the following:

- The Company's receipt and validation of a Takedown Notice identifying User Content as infringing, where the User does not file a timely Counter-Notice;
- The Company's receipt and validation of a Takedown Notice, followed by a Counter-Notice that does not result in restoration (i.e., the Complainant files a lawsuit or obtains a court order);
- The Company's independent determination — based on clear and obvious facts — that specific User Content infringes a third party's copyright, even absent a formal Takedown Notice;
- A judicial finding or consent decree establishing that User Content on the Platform infringed a third party's copyright.

A Takedown Notice that results in a successful Counter-Notice and content restoration (i.e., the Complainant did not file suit) will be annotated but will not be deleted from the strike record — however, the Company, in its discretion, may give reduced weight to such annotated strikes in the repeat infringer calculus.

11.2 Three-Strike System — Tiers and Consequences

Strike 1 — Formal Warning & Content Removal

When Applied: Upon validation of the first Infringement Strike against the User's account, whether resulting from a Takedown Notice or the Company's independent determination.

Actions Taken:

- The identified infringing content is removed or disabled from the Platform (see Section 8).
- The User receives a formal written warning by email to their account email address, including: (a) identification of the removed content; (b) a summary of the copyright complaint; (c) a clear statement that this constitutes Strike 1 of 3 under the Repeat Infringer Policy; (d) instructions for submitting a Counter-Notice if the User believes removal was in error; and (e) a warning that a second strike within 24 months will result in a 30-day suspension.
- The Strike is recorded in the DMCA tracking system with date, Complainant, and content description.

Account Status: Account remains active. All other listings continue to be published.

Duration of Effect: Strike 1 remains active in the system for a 24-month rolling period.

Strike 2 — Account Suspension (30 Days)

When Applied: Upon validation of a second Infringement Strike against the User's account within any rolling 24-month period measured from the date of Strike 1.

Actions Taken:

- All active Sale Listings are immediately unpublished and removed from public view.
- The User's account is suspended for a period of thirty (30) calendar days from the date of the Strike 2 notification.
- The User receives a formal Strike 2 notification by email including: (a) identification of the infringing content giving rise to Strike 2; (b) a clear statement of the 30-day suspension period and its start and end dates; (c) a warning that a third strike at any time in the account's lifetime will result in permanent termination with no refund; and (d) a reminder of the Counter-Notice procedure.
- During suspension, the User may not publish new listings, edit existing listings, or otherwise use subscription features, though they may access their account in read-only mode to retrieve information.

Subscription Fees During Suspension: Subscription fees continue to accrue during the 30-day suspension. No refund or credit is issued for the suspended period — the suspension is a consequence of the User's own conduct, not a service interruption.

Account Status After 30 Days: Account is automatically reactivated at the end of the 30-day suspension period. The User is notified by email of reactivation.

Strike 3 — Permanent Account Termination (No Refund)

When Applied: Upon validation of a third Infringement Strike against the User's account at any time over the account's lifetime. The third strike is not subject to the 24-month rolling window — it is cumulative over the entire account history.

Actions Taken:

- All active Sale Listings are immediately and permanently removed from the Platform.
- The User's account is permanently terminated.
- All subscription services are immediately cancelled. No further charges are made on the User's payment method.
- The User is permanently banned from creating a new account on the Platform under any name, email address, or payment method.
- The User receives a Strike 3 / Termination notice by email including: (a) identification of the Strike 3 infringing content; (b) confirmation that the account has been permanently terminated; (c) the forfeiture of all prepaid subscription fees; and (d) information about the right to submit a Counter-Notice (which will not restore the account but may affect the Company's future cooperation with the Complainant).

No Refund: ALL SUBSCRIPTION FEES PAID UP TO AND INCLUDING THE BILLING PERIOD IN WHICH TERMINATION OCCURS ARE FORFEITED. THE COMPANY DOES NOT ISSUE REFUNDS TO ACCOUNTS TERMINATED FOR REPEAT COPYRIGHT INFRINGEMENT. This is consistent with the Refund and Cancellation Policy and is a necessary consequence of the User's serial copyright violations.

Law Enforcement Referral: For Strike 3 cases involving significant or willful infringement, the Company reserves the right to refer the matter to the U.S. Copyright Office, the FBI's Internet Crime Complaint Center (IC3), and/or the content owner for further legal action.

11.3 Accelerated Termination — No Strikes Required

Notwithstanding the three-strike framework above, the Company reserves the right to immediately terminate any account, without prior warning and without progressing through the three-strike system, upon the occurrence of any of the following:

- A single incident involving willful, large-scale, or commercially motivated copyright infringement — e.g., a User who systematically uploads hundreds of infringing photographs taken by professional photographers, or who operates the account primarily to distribute infringing content;
- A court order or judicial finding of copyright infringement against the User;
- A consent decree or settlement agreement between the User and a copyright owner that includes terms restricting the User's use of the Platform;
- A finding that the User has engaged in copyright infringement coupled with other Platform policy violations (e.g., fraud or impersonation);
- Any infringement involving the exploitation of minors' images, artistic works, or other especially sensitive copyrighted content.

11.4 Tracking System

The Company maintains a DMCA Infringement Tracking System — a secure, internally maintained database — that records the following information for each Infringement Strike:

- User account ID and email address;
- Case reference number;
- Date and time of Takedown Notice receipt;
- Date of content removal;
- Complainant's name (not publicly disclosed);
- Description of infringing content;
- Strike number (1, 2, or 3);
- Whether a Counter-Notice was filed and its outcome;
- Whether content was restored and the date of restoration;
- Account action taken (warning, suspension, termination);
- Date of notification to User;
- Notes from the DMCA review team.

Records in the Tracking System are retained for a minimum of seven (7) years from the date of each entry to support potential legal proceedings, regulatory inquiries, and the Company's ongoing DMCA safe harbor compliance documentation.

11.5 Strike Appeal Process

A User who believes that an Infringement Strike was recorded in error — for example, because the Takedown Notice was invalid, the content was misidentified, or the User had a valid license — may appeal the strike by:

1. Submitting a written appeal to the Designated DMCA Agent at contact4es@gmail.com within thirty (30) calendar days of the strike notification, with the subject line "DMCA STRIKE APPEAL — [Case Reference Number]";
2. The appeal must clearly identify the case reference number, the specific basis for the appeal, and any supporting documentation (e.g., license agreements, original creation files with metadata);
3. The Company's DMCA team will review the appeal within fifteen (15) business days and issue a written determination;
4. If the appeal is sustained, the strike will be removed from the User's record and any account action taken based solely on that strike will be reversed;
5. The appeal determination is final. There is no further internal appeal.

PART V — USER OBLIGATIONS

12 User Content Warranties & License Grant

12.1 Representations and Warranties

By uploading, submitting, or publishing any content to the Platform — including any photograph, image, text, logo, video, or other creative material — each User unconditionally represents and warrants to the Company and to all third parties that:

1. **Original authorship or valid license:** The User is either (a) the sole, original author and owner of all copyright rights in the content, having created it independently without copying from any pre-existing copyrighted work; or (b) the holder of a valid, current, enforceable license, assignment, or other written authorization from the copyright owner that expressly permits the User to reproduce and publicly display the content in online commercial sale listings of the type published on the Platform;
2. **No infringement:** The content, as submitted, does not and will not infringe, misappropriate, or violate the copyright, trademark, trade secret, right of publicity, privacy right, or any other intellectual property or personal right of any third party;
3. **No third-party restrictions:** There are no pending or threatened claims, litigation, or legal proceedings by any third party relating to the copyright in the content; no court order, injunction, or other legal restriction prevents the User from publishing the content;
4. **Photographer authorization:** Where content includes photographs taken by a professional photographer or other third-party creator, the User has obtained a written license from that photographer permitting commercial use of the photographs in online advertising of the type represented by Platform listings;
5. **Model releases:** Where content includes photographs or videos in which identifiable persons appear, the User has obtained all necessary model releases or written consents from those persons permitting the use of their likeness in the content;
6. **Music and audio:** Where content includes music, sound effects, or other audio material, the User has obtained all necessary synchronization licenses, master use licenses, and public performance rights authorizations from the applicable rights holders;
7. **Public domain:** Where the User relies on the content being in the public domain, the User has conducted a reasonable investigation confirming that the copyright in the content has expired or was never established, and is not relying on an erroneous or unconfirmed assumption of public domain status.

12.2 License Grant to the Platform

By submitting content to the Platform, each User grants Prime Partners Group, LLC a non-exclusive, royalty-free, worldwide, sublicensable license to:

- Host, store, reproduce, display, distribute, and make available the content through the Platform and any third-party distribution partnerships (including search engine indexing, RSS feeds, and aggregator services);
- Create thumbnail images, previews, and excerpts of the content for use in Platform search results and promotional communications;
- Use the content in the Company's marketing materials, email communications, social media, and press materials for the purpose of promoting the Platform — subject to any opt-out right provided in the Acceptable Use Policy;
- Preserve, archive, and retain the content in accordance with the Company's data retention policies and legal obligations;
- Produce derivative works (such as cropping, resizing, or format-converting) to the extent necessary for technical hosting and display purposes.

This license: (a) does not transfer any copyright ownership from the User to the Company; (b) does not grant the Company the right to sell the User's content to third parties for their independent use; and (c) terminates upon the User's cancellation of their account, except to the extent the Company has a legitimate need to retain a copy for legal compliance, archival, or enforcement purposes.

12.3 Consequences of Warranty Breach

A breach of any warranty in Section 12.1 — for example, uploading a photograph taken by a professional photographer without a license — constitutes: (a) an Acceptable Use Policy violation; (b) grounds for an Infringement Strike under Section 11; (c) a trigger for the indemnification obligations in Section 13; and (d) grounds for account suspension or termination under Section 11, depending on the severity and pattern of the breach.

13 User Responsibilities & Indemnification

13.1 User Responsibility for Copyright Compliance

Each User is solely and exclusively responsible for ensuring that all content they upload, publish, or submit to the Platform complies with all applicable copyright laws. The Company provides no copyright clearance services, does not review User Content for copyright compliance prior to publication, and does not assume any responsibility for the copyright status of User-submitted content. Users who are uncertain whether content is subject to copyright protection, or whether their use of such content is authorized, are strongly encouraged to consult with a qualified intellectual property attorney before uploading the content.

13.2 Obtaining Rights and Permissions

Users are solely responsible for:

- Obtaining and maintaining all licenses, permissions, releases, and authorizations necessary to publish their content on the Platform;
- Keeping records of all such licenses and authorizations in a form that can be produced as documentary evidence in the event of a copyright dispute;
- Monitoring the continued validity of licenses (e.g., ensuring that limited-term licenses are renewed before expiration);
- Ceasing use of any content if they become aware that their license or authorization has been revoked or has expired.

13.3 Indemnification

To the fullest extent permitted by applicable law, each User agrees to **defend, indemnify, and hold harmless** Prime Partners Group, LLC and its members, managers, officers, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, proceedings, judgments, settlements, damages, losses, liabilities, penalties, fines, costs, and expenses — including reasonable attorneys' fees, expert witness fees, and court costs — arising out of or related to:

1. Any allegation or finding that any content submitted by the User to the Platform infringes the copyright, trademark, trade secret, or other intellectual property right of any third party;
2. Any breach by the User of the warranties set forth in Section 12.1;
3. Any Takedown Notice received by the Company in connection with the User's content, including the Company's costs of processing the notice, removing the content, and managing the resulting DMCA process;
4. Any claim by a Complainant that the Company failed to remove infringing content uploaded by the User promptly enough or that the User re-uploaded previously removed infringing content;
5. Any false Counter-Notice submitted by the User that results in a Section 512(f) claim against the Company;
6. Any legal action brought by a copyright owner against the Company arising from the User's infringing content, including any judgment, award, or settlement amount;
7. The Company's costs incurred in asserting its DMCA safe harbor defense in connection with the User's infringing content;
8. Any claim arising from the User's unauthorized use of third-party music, video, or other content in connection with the Platform.

The Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by a User, at the User's expense, in which case the User agrees to cooperate fully with the Company's defense. The User may not settle any indemnifiable claim without the Company's prior written consent.

PART VI — PLATFORM RIGHTS

14 Platform Rights & Limitations of Liability

14.1 Right to Remove Any Content

In addition to its obligations under the DMCA, the Company reserves the absolute right, exercisable in its sole discretion at any time without prior notice, to remove, disable access to, or refuse to publish any User Content for any reason — including:

- Belief that the content infringes any third party's copyright or other intellectual property right, regardless of whether a formal Takedown Notice has been received;
- Receipt of a credible complaint from a copyright owner through any channel, even if the complaint does not meet all formal DMCA requirements;
- The Company's determination that the content violates the Acceptable Use Policy on grounds other than copyright;
- A court order, regulatory directive, or law enforcement request;
- The Company's reasonable concern that hosting the content may expose the Company to legal liability, reputational harm, or regulatory consequences.

14.2 No Liability for User Copyright Infringement

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRIME PARTNERS GROUP, LLC IS NOT RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES ARISING FROM COPYRIGHT INFRINGEMENT COMMITTED BY PLATFORM USERS IN CONNECTION WITH CONTENT THEY UPLOAD OR PUBLISH ON THE PLATFORM, PROVIDED THAT THE COMPANY COMPLIES WITH ITS DMCA OBLIGATIONS AS SET FORTH IN THIS POLICY. THE COMPANY'S LIMITATION OF LIABILITY IS GOVERNED BY AND SUBJECT TO THE CONDITIONS OF 17 U.S.C. § 512 AND BY THE LIMITATION OF LIABILITY PROVISIONS IN THE PLATFORM'S TERMS OF SERVICE.

14.3 No Warranty of Infringement-Free Content

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT ANY CONTENT PUBLISHED ON THE PLATFORM BY A USER IS FREE FROM COPYRIGHT INFRINGEMENT OR COMPLIES WITH ANY INTELLECTUAL PROPERTY LAW. THE PLATFORM IS A PASSIVE HOSTING SERVICE AND DOES NOT INDEPENDENTLY VERIFY THE COPYRIGHT STATUS OF USER-SUBMITTED CONTENT. BUYERS AND VISITORS WHO ACCESS THE PLATFORM DO SO UNDERSTANDING THAT LISTING CONTENT IS USER-GENERATED AND HAS NOT BEEN PRE-SCREENED FOR COPYRIGHT COMPLIANCE.

14.4 Cooperation with Copyright Owners

The Company actively cooperates with copyright owners in the following ways beyond strict DMCA compliance:

- Responding promptly to informal inquiries from copyright owners who believe their work appears on the Platform, even if those inquiries do not meet formal DMCA requirements, and directing them to the appropriate DMCA notice procedure;
- Proactively removing content that the Company independently and obviously identifies as infringing (e.g., a listing that contains a watermarked stock agency photograph);
- Maintaining the DMCA Infringement Tracking System described in Section 11.4 to enable effective enforcement of the repeat infringer policy;
- Registering and maintaining the Designated DMCA Agent with the U.S. Copyright Office and keeping that registration current with annual renewals.

15 No Monitoring Obligation & Section 230 Interplay

15.1 No Obligation to Monitor

The Company has no obligation under the DMCA or any other applicable law to: (a) pre-screen User Content for copyright infringement before publication; (b) affirmatively monitor the Platform for infringing content on an ongoing basis; or (c) investigate potential infringement absent a valid Takedown Notice or actual knowledge of specific infringement. The DMCA's safe harbor is designed precisely to protect OSPs that do not engage in pre-screening, on the theory that universal pre-screening would impose excessive burdens that would chill the development of online platforms and services.

15.2 Voluntary Monitoring — No Waiver of Safe Harbor

When the Company voluntarily reviews or moderates content — for example, as part of quality control, Acceptable Use Policy enforcement, or general platform integrity efforts — such voluntary monitoring does not: (a) constitute an assumption of a legal obligation to monitor all content; (b) waive the Company's DMCA safe harbor protections; or (c) create liability for content that the Company did not remove during the course of voluntary monitoring but that is subsequently found to be infringing. The Company's voluntary enforcement actions are undertaken in its sole discretion and do not establish a course of conduct that requires consistent monitoring going forward.

15.3 Relationship to CDA Section 230

The Company also claims the protections afforded by Section 230(c) of the Communications Decency Act (47 U.S.C. § 230). Section 230(c) and DMCA Section 512 provide overlapping but distinct protections: Section 230(c)(1) protects OSPs from being treated as publishers of User-Generated Content for purposes of most civil law claims (other than federal intellectual property claims), while DMCA Section 512 provides specific protect-

ions against copyright infringement liability. Both protections are maintained by the Company and apply concurrently. Neither protection is waived by the Company's voluntary content moderation activities under this Policy or the Acceptable Use Policy.

PART VII — EDUCATIONAL RESOURCES

16 Understanding Copyright & Fair Use

16.1 What Copyright Protects

Copyright law (17 U.S.C. §§ 101 et seq.) protects original works of authorship that are: (1) original (meaning independently created by the author with at least a minimal degree of creativity); and (2) fixed in a tangible medium of expression (including digital files, photographs, written documents, recordings, and digital images). Copyright law does NOT protect:

- Facts, data, and purely factual information (e.g., "This vase is 12 inches tall and was made in 1940");
- Ideas, concepts, methods, or systems (only their expression is protectable);
- Common words and phrases, titles, names, and slogans (though these may be protected by trademark law);
- Works that are entirely in the public domain because their copyright has expired or because they were created by the U.S. federal government;
- Works that lack the minimum creativity threshold required for copyright protection (e.g., purely mechanical photographs of flat documents with no creative element).

16.2 Duration of Copyright

The duration of copyright protection depends on when a work was created and first published:

Work Category	Copyright Duration
Works created on or after January 1, 1978	Life of the author plus 70 years; for works made for hire and anonymous works, 95 years from first publication or 120 years from creation, whichever expires first
Works published in the U.S. before 1928	In the public domain — copyright has expired
Works published 1928–1977 with proper notice & renewal	95 years from date of publication (may still be protected)
Works published 1978–1989 without copyright notice	Generally entered the public domain upon publication without notice (verify each case)
U.S. Government works	No copyright protection — always in the public domain
Works published outside the U.S.	Varies by country; do not assume public domain without verification

Public Domain Warning:

Determining whether a work is truly in the public domain is complex and depends on when and where it was published, whether proper copyright formalities were followed, and whether renewal occurred. Do not assume a work is in the public domain based on its age alone without conducting proper due diligence or consulting an intellectual property attorney.

16.3 Fair Use — 17 U.S.C. § 107

Fair use is a statutory exception to copyright infringement that permits limited use of copyrighted works without authorization in certain circumstances. Courts apply a four-factor balancing test:

#	Factor	Favors Fair Use	Disfavors Fair Use
1	Purpose and character of the use	Non-profit, educational, commentary, criticism, news reporting, transformative	Commercial, entertainment, exact reproduction with no transformation
2	Nature of the copyrighted work	Factual, informational, published work	Highly creative, unpublished, personal work
3	Amount and substantiality of the portion used	Small portion, not the "heart" of the work	Large portion, or the most distinctive/essential part ("the heart")
4	Effect on the market for the original	No market harm; adds value to original	Substitutes for the original; destroys licensing market

Critical Fair Use Warning for Estate Sale Listings

Commercial sale listings on an advertising platform are very unlikely to qualify for fair use. All four fair use factors must be weighed together — and the commercial nature of Platform listings, combined with verbatim reproduction of creative photographs or descriptions, will almost always result in a finding that fair use does not apply. Do not rely on fair use as a justification for using others' photographs or descriptions in your listings without securing a license.

17 Best Practices for Content Uploaders

The following best practices will help estate sale professionals and auction companies avoid copyright infringement on the Platform and maintain a clean infringement record:

17.1 Photographs

- **Take your own photos.** The most reliable way to avoid infringement in photographs is to take them yourself using your own equipment. As the photographer, you are the original copyright owner and need no license;
- **Hire a photographer with a commercial license agreement.** If you hire a professional photographer, ensure your written agreement expressly grants you a license to use the photographs in online commercial advertising, including on third-party listing platforms. "We paid for the photos" is not sufficient — without a written license, the photographer owns the copyright;
- **Avoid using photos from prior listings.** Do not repurpose photographs from another estate company's previous listings, even if you are listing items from the same estate. Those photos were taken by and for that company;
- **Be careful with consigned items.** Photographs of an item provided by a consignor or seller may or may not be accompanied by a license to use them in advertising. Confirm in writing before using;
- **Do not use stock photography.** Do not use images from Google Image Search, Pinterest, or stock photography sites unless you have a specific commercial license for that image. "Free for personal use" stock licenses do not cover commercial listings.

17.2 Written Descriptions and Text

- **Write original descriptions.** Always write your own original descriptions of items. Do not copy-paste from auction house catalogs, competitor listings, reference guides, or any other published source;
- **Facts are free, creativity is not.** You are free to state factual information (e.g., "Chippendale-style mahogany desk, circa 1780, 54 inches wide") — facts are not copyrightable. But a beautifully crafted narrative description is protected by the author's copyright;
- **Attributing the source does not make copying legal.** Copyright infringement is not cured by giving credit to the original author. You need authorization, not just attribution.

17.3 Logos, Branding, and Artwork

- **Do not reproduce fine art in listing photos.** If a piece of art is the item being sold, you may photograph it for listing purposes — but be mindful that the reproduction of a two-dimensional artwork in a photograph may require a license from the artist or the artist's estate if the artwork is still under copyright;
- **Do not use brand logos without authorization.** Using a brand's logo in your listing graphics (other than by photographing a genuine branded item as part of the item photo) typically requires written permission from the brand owner;
- **Check estate sale company logos.** Ensure your own company logo is original and does not infringe another company's trademark or copyright.

17.4 Videos and Multimedia

- **Mute background music, or use licensed music.** If you record a sale walkthrough video with background music playing, that music may be copyrighted and your recording could infringe the composer's and recording artist's rights. Use royalty-free music licensed for commercial use, or mute the audio in your edited video;
- **Do not include film clips, TV excerpts, or news footage** in sale videos without a synchronization license.

17.5 Documentation to Keep

Maintain the following records for all content you upload to the Platform:

- For your own photographs: RAW or original files with intact EXIF metadata (camera, date, time, GPS) stored securely;
- For licensed photographs: A copy of the license agreement with the photographer or stock agency;
- For consigned content: Written confirmation from the consignor authorizing your use of any photographs they provide;
- For public domain claims: Documentation of your research confirming public domain status.

PART VIII — LEGAL PROVISIONS

18 Governing Law & Jurisdiction

18.1 Federal Copyright Law

This Policy is governed by and construed in accordance with federal copyright law as codified in Title 17 of the United States Code, including without limitation the Copyright Act of 1976 (17 U.S.C. §§ 101 et seq.) and the Digital Millennium Copyright Act of 1998 (17 U.S.C. §§ 512 et seq.), as amended from time to time. Copyright infringement claims and DMCA-related matters are exclusively governed by federal law and fall within the exclusive subject matter jurisdiction of the federal courts pursuant to 28 U.S.C. § 1338(a).

18.2 Florida State Law

To the extent any aspect of this Policy is governed by or construed under state law (for example, contractual provisions regarding the relationship between the Company and its Users, indemnification obligations, or dispute resolution procedures), such matters shall be governed by and construed in accordance with the laws of the State of Florida, without regard to Florida's choice-of-law principles.

18.3 Exclusive Jurisdiction and Venue

Any legal action or proceeding arising under or related to this Policy — including but not limited to copyright infringement claims, DMCA-related disputes, and disputes arising from this Policy's contractual provisions — shall be brought exclusively in:

- The **United States District Court for the Southern District of Florida, Miami Division**, for matters arising under federal law (including all copyright claims); or
- The **state courts of Miami-Dade County, Florida**, for any state-law matters not within federal subject matter jurisdiction.

Each party hereby irrevocably consents to the personal jurisdiction of these courts and waives any objection to venue on grounds of inconvenience or otherwise.

18.4 Attorneys' Fees

Under 17 U.S.C. § 505, a court may award attorneys' fees to the prevailing party in a copyright infringement action at its discretion. Under 17 U.S.C. § 512(f), attorneys' fees are available as a matter of right (without judicial discretion) to a party injured by a knowing material misrepresentation in a Takedown Notice or Counter-Notice. Users and Complainants should be aware of these fee-shifting provisions before filing notices or initiating litigation.

19 Modifications to This Policy

19.1 Right to Modify

Prime Partners Group, LLC reserves the right to modify, update, supplement, or replace this DMCA Copyright Policy at any time, including in response to changes in applicable law, DMCA regulations, U.S. Copyright Office guidance, or judicial decisions interpreting the DMCA. All changes are effective upon posting the revised Policy to the Platform with an updated effective date.

19.2 Notice of Material Changes

For material changes to this Policy — including significant changes to the Repeat Infringer Policy, the takedown timeline, or Users' procedural rights — the Company will provide at least thirty (30) days' advance notice to Subscribers by email to their account email address before the changes take effect. Changes required by newly enacted or amended law may take effect immediately upon posting if compliance with the new law requires immediate implementation.

19.3 Continued Use as Acceptance

Your continued use of the Platform after the effective date of any modification to this Policy constitutes your acceptance of the modified Policy. If you do not agree with any modification, you may cancel your subscription and discontinue your use of the Platform prior to the effective date of the change.

19.4 DMCA Agent Registration Updates

The Company commits to maintaining current and accurate Designated DMCA Agent information in the U.S. Copyright Office's online directory at all times. Any change to the Designated DMCA Agent's contact information will be updated in this Policy and in the Copyright Office directory simultaneously. Until such update, the previously listed contact information remains the official channel for Takedown Notices.

20 Severability, Waiver & Entire Agreement

20.1 Severability

If any provision of this Policy is held by a court of competent jurisdiction to be unlawful, void, or unenforceable for any reason, that provision shall be deemed severed from this Policy to the minimum extent necessary to render the remaining provisions enforceable, and the remaining provisions shall continue in full force and effect, provided that the core obligations required for DMCA safe harbor compliance (designated agent, expeditious removal, repeat infringer policy, counter-notice procedure) are preserved to the maximum extent permitted by law.

20.2 No Waiver

The Company's failure to enforce any provision of this Policy on any particular occasion does not constitute a waiver of its right to enforce that provision on any subsequent occasion. The Company's decision not to act on a particular piece of content — whether because it did not receive a valid Takedown Notice, because it exercised editorial discretion, or for any other reason — does not create any obligation to treat similar content the same way in the future and does not waive the Company's safe harbor protections with respect to other content.

20.3 Entire Agreement on DMCA Matters

This DMCA Copyright Policy, together with the Terms of Service, Acceptable Use Policy, Privacy Policy, and Refund and Cancellation Policy (all of which are incorporated herein by reference), constitutes the entire agreement between Users and Prime Partners Group, LLC with respect to copyright compliance and DMCA matters on the Platform. This Policy supersedes all prior representations, policies, or informal communications on the subject of copyright infringement, takedowns, and DMCA compliance.

21 Contact Information

DMCA & Copyright Matters — Official Contacts

Designated DMCA Agent: DMCA Agent, Prime Partners Group, LLC

Email (Preferred — fastest response): contact4es@gmail.com

Online Form: <https://www.4estatesale.com/contact-us/> → Subject: "DMCA / Copyright Claim"

Mailing Address: DMCA Agent — Copyright Matters, Prime Partners Group, LLC, Miami-Dade County, Florida, USA

Copyright Office Agent Directory: <https://www.copyright.gov/dmca-directory/>

Subject Lines:

Takedown Notice: "DMCA TAKEDOWN NOTICE — [Work Title / Brief Description]"

Counter-Notice: "DMCA COUNTER-NOTICE — [Case Reference #] — [Account Email]"

Strike Appeal: "DMCA STRIKE APPEAL — [Case Reference #]"

General Copyright Question: "COPYRIGHT INQUIRY — [Brief Topic]"

Response Times:

Takedown Notices: Acknowledgment within 2 business days; removal within 24–48 hours of validation

Counter-Notices: Acknowledgment within 2 business days; forwarding to Complainant within 3 business days

Strike Appeals: Response within 15 business days

General Inquiries: Response within 5 business days

4EstateSale.com DMCA Copyright Policy • Prime Partners Group, LLC • Version 1.0 • Effective May 7, 2026

Contact: contact4es@gmail.com • <https://www.4estatesale.com/contact-us/>

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APPENDICES

App. A DMCA Takedown Notice Template

How to Use This Template

Complete all fields marked below. Replace all bracketed instructions with your actual information. Submit the completed form by email to

contact4es@gmail.com

with the subject line "DMCA TAKEDOWN NOTICE — [Brief Description of Work]." You may also submit via the Contact form at <https://www.4estatesale.com/contact-us/>. Keep a copy for your records. Incomplete notices may be returned for supplementation.

OFFICIAL DMCA TAKEDOWN NOTICE — 4EstateSale.com / Prime Partners Group, LLC

TO: DMCA Agent, Prime Partners Group, LLC

EMAIL: contact4es@gmail.com

DATE: _____

SUBJECT: DMCA TAKEDOWN NOTICE – _____

SECTION 1 – COMPLAINANT INFORMATION

Full Legal Name: _____

Company / Organization (if applicable): _____

Mailing Address: _____

City, State, ZIP/Postal Code: _____

Country: _____

Telephone Number: _____

Email Address: _____

Relationship to Copyright Owner (check one):

I am the copyright owner

I am authorized to act on behalf of the copyright owner

If authorized agent: Name of copyright owner: _____

SECTION 2 – IDENTIFICATION OF COPYRIGHTED WORK(S)

Title of the copyrighted work: _____

Type of work (check all that apply): Photograph Written text

Logo/graphic Video Other: _____

Copyright Registration Number (if registered): _____

Date of creation: _____

Description of work (e.g., "a photograph of a Victorian parlor suite taken by [Name] in [Year]"): _____

Original URL or location of authorized copy (if publicly accessible): _____

SECTION 3 – IDENTIFICATION OF INFRINGING MATERIAL ON 4ESTATESALE.COM

Listing URL(s) containing the infringing material:

1. <https://www.4estatesale.com/>

2. <https://www.4estatesale.com/>

Description of infringing element(s) (e.g., "the 3rd photograph in the listing gallery, showing a mahogany sideboard"): _____

SECTION 4 – REQUIRED STATEMENTS (17 U.S.C. § 512(c)(3))

Good Faith Statement: I have a good faith belief that the use of the copyrighted material described above in the manner complained of is not authorized by the copyright owner, its agent, or the law.

Accuracy and Authority Statement: I declare under penalty of perjury that the information in this notification is accurate, and that I am authorized to act on behalf of the copyright owner of an exclusive right that is allegedly being infringed.

I confirm the above statements are true and accurate to the best of my knowledge.

SECTION 5 – SIGNATURE

Electronic Signature (type your full legal name): _____

Date: _____

By checking this box and typing my name above, I intend this to constitute my electronic signature on this DMCA Takedown Notice.

Send completed form to: contact4es@gmail.com • Subject: "DMCA TAKEDOWN NOTICE — [Work Title]" • You will receive an acknowledgment within 2 business days.

App. B **DMCA Counter-Notice Template**

How to Use This Template

Complete all fields. Submit to the Designated DMCA Agent at **contact4es@gmail.com**

with the subject line "DMCA COUNTER-NOTICE — [Case Reference #] — [Your Account Email]" within **14 calendar days**

of receiving the content removal notification. Filing a false Counter-Notice may expose you to civil liability under 17 U.S.C. § 512(f). Only submit if you genuinely believe the removal was made in error.

OFFICIAL DMCA COUNTER-NOTICE — 4EstateSale.com / Prime Partners Group, LLC

TO: DMCA Agent, Prime Partners Group, LLC

EMAIL: contact4es@gmail.com

DATE: _____

CASE REFERENCE #: _____

SECTION 1 – YOUR INFORMATION (THE USER / ACCOUNT HOLDER)

Full Legal Name: _____

Business Name (if applicable): _____

Account Email Address (as registered on 4EstateSale.com):

Mailing Address: _____

City, State, ZIP: _____

Country: _____

Telephone: _____

Email: _____

SECTION 2 – IDENTIFICATION OF REMOVED MATERIAL

Description of the content that was removed:

URL(s) from which content was removed (prior to removal):

Date you received the content removal notification:

SECTION 3 – BASIS FOR COUNTER-NOTICE

Please check the primary basis for your counter-notice (check all that apply)

and provide supporting details:

I am the original creator/author of this content.

Supporting detail (e.g., "I took this photograph with my Canon EOS on [date]; original RAW file metadata attached"):

I have a license or written permission from the copyright owner.

Name of licensor / source of authorization:

The content is in the public domain.

Basis for public domain claim:

The material was removed in error / misidentified.

Explanation:

Other basis:

SECTION 4 – REQUIRED STATEMENTS (17 U.S.C. § 512(g)(3))

Good Faith Statement: I declare under penalty of perjury that I have a good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

Jurisdiction Consent: I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located, or, if my address is outside the United States, the U.S. District Court for the Southern District of Florida, Miami Division.

Service of Process Consent: I agree to accept service of process from the person who submitted the original DMCA Takedown Notice, or that person's agent, in connection with any lawsuit related to this Counter-Notice.

I confirm the above statements are true and accurate to the best of my knowledge.

SECTION 5 – SIGNATURE

Electronic Signature (type your full legal name):

Date:

By checking this box and typing my name above, I intend this to constitute my electronic signature on this DMCA Counter-Notice.

Send to: contact4es@gmail.com • Subject: "DMCA COUNTER-NOTICE — [Case Reference #]" • Must be submitted within 14 calendar days of content removal notification. Content will be restored 10–14 business days after the Complainant receives your Counter-Notice, unless a lawsuit is filed.

App. C **Infringement Strike Record Summary**

Internal Use Document — Tracking Reference

This table summarizes the Three-Strike System for internal reference and for User notification purposes. Each User's strike history is maintained in the DMCA Infringement Tracking System described in Section 11.4. This summary is provided as a reference for DMCA team personnel processing infringement notices and for User communications.

Strike	Trigger	Account Action	Listing Status	Refund?
Strike 1 <i>(1st valid infringement)</i>	Valid Takedown Notice received; content confirmed infringing; no timely Counter-Notice OR Counter-Notice did not result in restoration	Account remains active. Formal written warning issued by email. Strike recorded in DMCA Tracking System.	Infringing content removed. All other listings remain published and active.	No refund issued. Account continues to operate normally.
Strike 2 <i>(2nd infringement within 24-month rolling window from Strike 1)</i>	Second valid Takedown Notice within 24 months of Strike 1 date	Account SUSPENDED for 30 calendar days. Formal Strike 2 notification issued. Strike recorded.	ALL active listings unpublished immediately. No new listings may be created during suspension. Read-only account access only.	No refund. Subscription fees continue during 30-day suspension. Account automatically reactivates at day 31.
Strike 3 <i>(3rd infringement, any time over account lifetime)</i>	Third valid Takedown Notice at any time in account history (not time-limited)	Account PERMANENTLY TERMINATED. All subscriptions cancelled. Permanent platform ban. Strike 3 / Termination notice issued.	ALL listings permanently removed. No further listing or platform access permitted under any account.	NO REFUND. All prepaid subscription fees forfeited. Company may pursue legal remedies for damages.

Accelerated Termination <i>(No prior strikes required)</i>	Single incident of willful large-scale infringement; court order; fraud + infringement; CSAM involvement; or other factors in Section 11.3	Account IMMEDIATELY AND PERMANENTLY TERMINATED without prior warning or progressive strikes.	ALL listings permanently removed immediately.	NO REFUND. Referral to law enforcement and/or copyright owner for further legal action.
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Strike Resolution Outcomes

DMCA Process Outcome	Strike Recorded?	Content Restored?	Impact on Account
Valid Takedown Notice — no Counter-Notice filed within 14 days	YES — Full Strike	No	Strike count incremented; account action per tier
Valid Takedown Notice — Counter-Notice filed — Complainant files lawsuit	YES — Full Strike	No (pending court outcome)	Strike count incremented; court outcome governs further action
Valid Takedown Notice — Counter-Notice filed — 10–14 days pass, no lawsuit — content restored	YES — Annotated Strike ("CN Restored")	YES — Restored after waiting period	Strike recorded but annotated; reduced weight in repeat infringer analysis
Takedown Notice deemed invalid or deficient — not processed	No	Content was never removed	No impact on account
Strike Appeal sustained — strike determined to be erroneous	Strike removed from record	Content restored if applicable	Strike count decremented; prior account action (if any) reversed
Company-initiated removal (no Takedown Notice — Company determines obvious infringement)	YES — Recorded as Company-Initiated Strike	No	Strike count incremented; User notified with Counter-Notice option

Key Dates and Deadlines Reference

Event	Deadline / Timeline
Takedown Notice acknowledgment	Within 2 business days of receipt
Content removal after validated Takedown Notice	Within 24–48 hours of validation
User notification of content removal	Within 24 hours of removal

Counter-Notice submission deadline (by User)	14 calendar days from User Notification date
Company forwards Counter-Notice to Complainant	Within 3 business days of receiving valid Counter-Notice
Waiting period before content restoration	10–14 business days after Complainant receives Counter-Notice
Strike Appeal submission deadline	30 calendar days from Strike Notification date
Strike Appeal determination	Within 15 business days of Appeal receipt
Infringement record retention period	Minimum 7 years from date of each entry
Rolling window for Strike 1 → Strike 2 escalation	24 months from date of Strike 1
Strike 2 suspension duration	30 calendar days from suspension effective date
Preserved removed content retention	Minimum 1 year from date of removal
Takedown Notice submission deadline for Complainant	Within 60 days of learning of infringement (recommended; no statutory deadline but delays may affect legal rights)
Billing Error / DMCA dispute notice to Company (Complainant)	Within 60 days of original Takedown Notice for any challenge to Company's response

4EstateSale.com DMCA Copyright Policy • Prime Partners Group, LLC • Version 1.0 • Effective May 7, 2026 • Appendices A, B & C

DMCA Agent: contact4es@gmail.com • Designated Agent Registration: <https://www.copyright.gov/dmca-directory/>

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