



BRAVOBASE INTELLECTUAL PROPERTY INFRINGEMENT POLICIES

Last updated on April 27, 2020

[Bravo Arts Solutions, LLC](#) (“BAS”, “we”, “us”, “our”) is the provider of BravoBase, an arts management software-as-a-service (“SaaS”) platform which includes the SaaS applications, hosted applications, mobile applications, locally installed applications, application programming interfaces (APIs), websites (e.g. [bravo-base.com](#), etc.), domains, as well as any other media forms, media channels, mobile websites, or other resources that are related, linked, or otherwise connected to the platform or provided with the Service (collectively, “BravoBase”, “Service” or “Services”).

We respect the Intellectual Property (“IP”) rights of others just as we expect others to respect our IP rights. We require all BravoBase users to respect the IP rights of others and to not infringe on the IP rights of others in any user content they publish to our Service. The following BravoBase IP Policies were created to protect the IP rights of others and outline our processes to submit claims of IP infringement. These policies include our [Digital Millennium Copyright Action Policy](#) (“DMCA Policy”) and our [Trademark and Service Mark Policy](#) below.

BravoBase Digital Millennium Copyright Act Policy (“DMCA Policy”)

Last updated on April 27, 2020

The Digital Millennium Copyright Act (“DMCA”) [Title 17, United States Code, Section 512](#) provides a legal procedure by which you can request that we take down your copyrighted works appearing on the BravoBase Service without your permission. This procedure requires that you send a written DMCA Notice of Alleged Infringement (“Infringement Notice”), as specified under the DMCA and as set forth below, to our Designated Agent for notice of copyright infringement (“Designated Agent”).

This DMCA Policy (“Policy”) follows the procedures provided in [the DMCA](#), which prescribes a notice and take down procedure, subject to the BravoBase registered user’s right to submit a counter-notification claiming lawful use of any disabled Content. In the event any of the provisions in our Policy conflict with any applicable requirements under the DMCA, then the requirements under the DMCA shall supersede and control and are hereby incorporated into this Policy by reference.

If we are notified of any claimed copyright infringement, or otherwise become aware of facts and circumstances from which infringement is apparent, we will respond expeditiously by removing the Content or disabling access to the Content that is the subject of the alleged infringing activity. As an internet service provider as defined in the DMCA, we are entitled to claim immunity from said infringement claims related to our users Content published on the Service pursuant to the “safe harbor” provisions of the DMCA.

If you are a copyright owner, or are authorized to act on behalf of a copyright owner, and you believe that copyrights you own or represent are being infringed upon in connection with any content (“Content”) displayed on the BravoBase Service, please contact our Designated Agent in writing with the information set forth in the Infringement Notice Content section below, as follows:

Designated Agent:

Philip A. Nicolosi
Phil Nicolosi Law, P.C.
6735 Vistagreen Way, Suite 210
Rockford, IL 61107
Phone: (815) 314-0022
Email: dmca@philnicolosilaw.com

Infringement Notice Claim Content

If you believe that any Content appearing on the Service constitutes copyright infringement, you must submit a good faith infringement claim to us in writing with the following information consistent with the DMCA:

1. An electronic or physical signature of any person authorized to act on behalf of the owner of the protected interest;
2. A brief description of the copyrighted work that you claim has or is being infringed upon;

3. A description of the location on the Service or website where any allegedly infringing Content may appear, including the URLs of web pages and/or hyperlinks;
4. Your address, telephone number, and email address;
5. A statement by you stating that you have a good faith belief that the infringing use is unauthorized;
6. A statement by you, under penalty of perjury, that the information contained in any notice to us pursuant to this Policy is accurate and that affirms that you are the copyright owner, or that you are authorized to act on behalf of the copyright owner(s).
7. **Please send by email for prompt attention to dmca@philnicolosilaw.com with subject line “Notice of Infringement.”**

Disputing Claims of Infringement

If you are a BravoBase User who received a notice of material being taken down from the Service in accordance with this Policy because of a copyright infringement claim, do not repost or republish any disputed content until the infringement claim is resolved. Reposting or republishing removed Content will qualify you as a Repeat Infringer under this Policy. Instead, you may protest any alleged DMCA claim of infringement and related Content take down by submitting a counter-notification as described below.

Anyone who has posted Content on BravoBase that allegedly infringes a copyright may send our Designated Agent a counter notice pursuant to [Sections 512\(g\)\(2\) and 512\(g\)\(3\) of the DMCA](#). When our Designated Agent receives your counter notice, the Designated Agent may, at its sole discretion, reinstate the alleged infringing materials not less than ten (10) nor more than fourteen (14) calendar days after it receives the counter-notification, unless our Designated Agent receives notice from the claimant that they have filed a legal action to restrain the allegedly infringing activity.

In some cases, where the infringement is done knowingly, we reserve the right, at our sole discretion, to terminate the BravoBase user account and/or Subscription to the Service of any user who has submitted/posted infringing Content. This decision will be based upon the facts and circumstances surrounding each instance of infringement. We will comply with the appropriate provisions of the DMCA in the event a counter-notification is received by our Designated Agent.

Infringement Counter-Notification Content

In order to send a proper Counter-Notification, you must send a written notification to our Designated Agent listed herein including the following information:

1. Identification of any Content that has been removed or to which access has been disabled on our Service and the location which the Content appeared before it was removed or access to it was disabled;
2. State, under penalty of perjury, that you have a good faith belief that the Content was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
3. Provide your name, address, telephone number and, if available, email address;
4. State 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 of the United States, for any judicial district in which you may be found, and you will accept service of process from the complaining party who notified us of the alleged infringement or an agent of such person.
5. **Please send by email for prompt attention to dmca@philnicolosilaw.com with subject line “Infringement Counter-Notification.”**

Notice to BravoBase Users

Pursuant to our User Content policies, you are required to use only lawfully-acquired creative works as Content and your BravoBase user account and/or Service Subscription may be disabled and/or terminated upon receipt of any Infringement Notice that indicates that infringing material has been submitted or posted by you. However, you are afforded the opportunity to provide a response to any alleged claims of infringement, as set forth above. We will reinstate any allegedly infringing Content and/or reinstate access to your account on the Service within a reasonable amount of time in the event we determine that reinstatement of the Content is warranted pursuant to the terms of this Policy.

Repeat Infringers

If any of our BravoBase users violate this Policy or our Content Submission Policy more than once, such users' will be deemed a Repeat Infringer ("Repeat Infringer"). Such Repeat Infringers' BravoBase user account and/or Service Subscription will be subject to immediate termination. If you believe that any user of our BravoBase Service is a Repeat Infringer, please contact our Designated Agent and provide information sufficient for us to verify that the account holder or subscriber is a Repeat Infringer.

False or Misleading Notices

We shall determine the sole manner in which we decide to treat any non-compliant notices in whatever manner appears to be reasonable given the facts and circumstances presented. Any claimant or user who submits a DMCA Notice, Counter-Notification or any other notice which contains any false or materially misleading information will automatically forfeit any rights under this Policy and such notice shall be considered null and void by us. Additionally, [Title 17 USC §512\(f\)](#) of the DMCA provides civil damage penalties, including costs and attorney fees, against any person who knowingly and materially misrepresents certain information in a notification of infringement under [17 USC §512\(c\)\(3\)](#).

Merits of Claims of Infringement

You acknowledge and understand that we and/or our Designated Agent are not responsible for determining the merits of any claims of infringement of the Content submitted on the Service. We do not make any determinations based upon our interpretation of any relevant copyright or trademark laws or otherwise. We only respond to any claims of infringement according to the DMCA and according to this Policy as a "service provider" within the meaning of the DMCA. Any determination to take down or reinstate any alleged infringing Content is strictly based upon the procedures set forth in this Policy only.

Sharing of Claimant's Personal Information

Please note that we may share the identity and information in any copyright infringement claim we receive with the alleged infringer. In submitting a claim, you understand accept and agree that your identity and claim may be communicated to the alleged infringer.

Policy Changes and Amendments

We may change this Policy at any time by posting a new version on [bravo-base.com](#). The new version will become effective on the date it's posted, which will be listed at the top of the Policy.

Policy Questions

For questions about this Policy, contact us at policy@bravo-base.com. This email address is for policy questions only. All DMCA related notices must be sent to our Designated Agent listed herein.

Acceptance of This Policy

You acknowledge that you have read this Policy and agree to all its terms and conditions. By using BravoBase or its Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to use or access the Services.

Our Business Information:

Bravo Arts Solutions, LLC
P.O. Box 312
Duxbury, MA 02331
[bravo-base.com](#)

BravoBase Trademark and Service Mark Policy

Last updated on April 27, 2020

This [BravoBase Trademark and Service Mark Policy](#) ("Policy") provides a legal procedure by which you can request that we take down your Trademarks or Service Marks appearing on the BravoBase Service without your permission. This Policy follows similar procedures as provided in our [DMCA Policy](#).

Notice of Infringement

If you believe that any Content appearing on the BravoBase Service constitutes trademark or service mark infringement, you must provide us with the same information in writing consistent with our [DMCA Policy](#), except that all copyright information shall relate to the trademark or service mark instead.

Response to Infringement Claims

As a BravoBase user, you agree that, in the event we receive a written "Cease and Desist" letter or other demand ("Notice") alleging that any Content you have posted to the Service infringes upon, dilutes, tarnishes or otherwise violates the trademark or service mark rights of any third-parties, we may in our sole discretion, remove or disable access to such Content until we receive either:

- a. Written confirmation from the party sending such Notice that the Notice is withdrawn or has been resolved; or
- b. You submit sufficient evidence to satisfactorily rebut the allegations contained in such Demand, the adequacy of such evidence to be determined by us in our sole discretion and which we may reject for any reason without penalty or liability to you. For us to accept such a rebuttal, you expressly acknowledge and agree that such rebuttal shall include:
 - i. The information set forth in our [DMCA Policy](#) above for a valid Counter-Notification, except that all copyright information shall relate to the trademark/service mark instead; and
 - ii. An express, irrevocable, and binding obligation pursuant to which you shall indemnify, defend, and hold us harmless from any damages, costs, or expenses that we may incur, in any manner whatsoever, arising out of or in connection with the disputed Content and/or our restoration thereof.

BravoBase Content Posting Conditions

As a condition of being permitted to post Content onto our Service, you acknowledge and agree that:

- a. We are not under any obligation to restore access to any Content even if you provide a rebuttal and that the determination of sufficiency of any evidence provided in a rebuttal shall be at our sole discretion;
- b. You expressly waive and disclaim any claim or potential claim against us related to or arising out of our removal of or disabling of access to any Content in response to a Notice, including without limitation any claim for lost revenue, lost profits and/or expenses; and
- c. The procedures of the DMCA apply only to copyrighted materials and expressly exclude any other form of Intellectual property rights, including any rights in trademarks, service marks and/or trade names and that the foregoing process is intended only to provide a convenient mechanism for addressing such disputes and does not, and shall not be construed, as imposing upon us any of the obligations imposed under the DMCA whatsoever.

Notice to BravoBase Users

Pursuant to our User Content policies, you are required to use only lawfully-acquired creative works as Content and your BravoBase user account and/or Subscription on the Service may be disabled and/or terminated upon receipt of any Infringement Notice that indicates that infringing material has been submitted or posted by you. However, you are afforded the opportunity to provide a response to any alleged claims of infringement, as set forth above. We will reinstate any allegedly infringing Content and/or reinstate access to your account on the Service within a reasonable amount of time in the event we determine that reinstatement of the Content is warranted pursuant to the terms of this Policy.

Repeat Infringers

If any of our BravoBase users violate this Policy or our Content Submission Policy more than once, such users' will be deemed a Repeat Infringer. Such Repeat Infringers user account and/or BravoBase Subscription will be subject to immediate termination. If you believe that any user of our BravoBase Service is a Repeat Infringer, please contact our Designated Agent and provide information sufficient for us to verify that the account holder or subscriber is a Repeat Infringer.

False or Misleading Notices

We shall determine the sole manner in which we decide to treat any non-compliant notices in whatever manner appears to be reasonable given the facts and circumstances presented. Any claimant or user who submits an IP Infringement Notice, Counter-Notification or any other notice which contains any false or materially misleading information will automatically forfeit any rights under this Policy and such notice shall be considered null and void by us. Additionally, we reserve the right to pursue any civil damage penalties, including costs and attorney fees, against any person who knowingly and materially misrepresents certain information in a notification of infringement under this policy to the fullest extent allowed by law.

Merits of Claims of Infringement

You acknowledge and understand that we and/or our Designated Agent are not responsible for determining the merits of any claims of infringement of the Content submitted on the Service. We do not make any determinations based upon our interpretation of any relevant copyright or trademark laws or otherwise. We only respond to any claims of infringement according to the DMCA framework and according to this Policy as a “service provider” within the meaning of the DMCA. Any determination to take down or reinstate any alleged infringing Content is strictly based upon the procedures set forth in this Policy only.

Sharing of Claimant’s Personal Information

We may share the identity and information in any copyright infringement claim we receive with the alleged infringer. In submitting a claim, you understand accept and agree that your identity and claim may be communicated to the alleged infringer.

Policy Changes and Amendments

We may change this Policy at any time by posting a new version on bravo-base.com. The new version will become effective on the date it’s posted, which will be listed at the top of the Policy.

Policy Questions

For questions about this Policy, contact us at policy@bravo-base.com. This email address is for policy questions only. All IP infringement related notices must be sent to our Designated Agent listed herein.

Acceptance of This Policy

You acknowledge that you have read this Policy and agree to all its terms and conditions. By using BravoBase or its Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to use or access the Services.

Our Business Information:

Bravo Arts Solutions, LLC
P.O. Box 312
Duxbury, MA 02331
bravo-base.com