

COPYRIGHT POLICY

The following policy governs receipt of claims of copyright infringement within the purview of the explorecharleston.com website sponsored by Charleston Area Convention & Visitors Bureau (hereafter CACVB).

In accordance with the Digital Millennium Copyright Act (DMCA) of 1998, if you believe that content found on explorecharleston.com infringes your copyright, then you must submit a claim to the following designated agent:

DESIGNATED AGENT:

ATTN: COPYRIGHT CLAIMS/LEGAL DEPARTMENT
Charleston Area Convention & Visitors Bureau
423 King Street, Charleston
SOUTH CAROLINA UNITED STATES 29403
843-853-8000
copyright@explorecharleston.com

The claim must contain the following information:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at explorecharleston.com are covered by a single notification, a representative list of such works at that site.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit explorecharleston.com to locate the material.
- iv. Information reasonably sufficient to permit explorecharleston.com to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or otherwise under the law.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the claim of copyright infringement, CACVB will expeditiously remove or block access to the allegedly infringing matter in accordance with 17 USC § 512(c)(1)(C) of the DMCA.

However, if the user/subscriber submits a counter notification pursuant to 17 U.S.C. §512(g)(2) of the DMCA, then CACVB will replace the removed content (or enable disabled content) per the guidelines set forth below.

A counter notification pursuant to 17 U.S.C. §512(g)(2) of the DMCA must be a written communication provided to CACVB's Designated Agent. In addition, the DMCA-compliant counter notification must include substantially the following:

- i. A physical or electronic signature of the subscriber.
- ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- iv. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which explorecharleston.com may be found, and that the subscriber will accept

service of process from the person who provided the DMCA-compliant notice or an agent of such person.

However, the aforementioned paragraph shall not apply with respect to material residing at the direction of a subscriber of CACVB on a system or network controlled or operated by or for the CACVB that is removed, or to which access is disabled by CACVB, pursuant to a claim of copyright infringement, unless CACVB—

- i. takes reasonable steps promptly to notify the subscriber that it has removed or disabled access to the material;
- ii. upon receipt of a counter notification, promptly provides the person who provided the claim of copyright infringement with a copy of the counter notification, and informs that person that it will replace the removed material or cease disabling access to it in 10 business days; and
- iii. replaces the removed material and ceases disabling access to it not less than 10, nor more than 14, business days following receipt of the counter notification, unless CACVB's Designate Agent first receives notice from the person who submitted the claim of copyright infringement that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on the CACVB's system or network.

In the event that CACVB removes or blocks access to the allegedly infringing content in response to a claim of copyright infringement, CACVB shall not be liable to any person for any claim based on CACVB's 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 or activity is ultimately determined to be infringing.

Repeat Infringers

The copyright claim policy at CACVB includes the following repeat infringer policy for treatment of repeat infringers of copyright:

In appropriate circumstances, which are determined solely within the discretion of CACVB, the repeat infringer policy is to terminate the account of a member (or user) who is a repeat infringer of copyright or who is repeatedly charged with copyright infringement.

PERMISSIONS

As to all intellectual property rights, which include copyright, in content that you share, post, or upload to explorecharleston.com, you hereby grant to CACVB a non-exclusive, royalty-free, and worldwide license that CACVB is authorized to transfer and sub-license to third parties. Said license includes, but it not limited to, CACVB's right to host, use, distribute, modify, run, copy, store, publicly perform, display, translate, and create derivative works of your content. This means, for example, that if you upload a photo to explorecharleston.com, you give us permission to store, copy, and share it with others.

By posting content using the #explorecharleston hashtag, you hereby agree to the following Terms of Use:

You hereby grant to CACVB, its subsidiaries and affiliated companies, and their respective successors and assignees, the right and permission to post and use on a social media platform, such as but not limited to Twitter, Facebook and Instagram, on explorecharleston.com and CACVB's family of websites, and other social media platforms operated by CACVB, your name and/or handle, image, avatar and likeness, and the content you post to a social media platform.

For concerns or to have your content removed, please email:

copyright@explorecharleston.com.