**IP Policy**

**gbaSI™ - Intellectual Property Infringement Policy**

**Effective Date: October 1, 2020**

**Updated Date: March 25, 2022**

**Reporting Copyright and Trademark Claims**

GBA System Integrators, LLC d/b/a gbaSI™ (“**gbaSI™**”, “**we**”, “**us**”, “**ours**” and words of similar import) respects the intellectual property rights of third parties and we expect you (or the entity you represent) as a user of our Website to do the same. This Intellectual Property Infringement Policy (this “**Policy**”) sets forth our policy for addressing copyright and trademark infringement claims arising from the use of our Website. When a reference to “trademarks” appears in this Policy, that reference means trademarks, service marks, trade names, logos, or other similar designations that identify a person or a business, as the context requires.

This Policy is incorporated by reference into the [**gbaSI™ Website Terms of Use**](https://baam.tech/terms-of-use/) as in effect from time to time. If there is a capitalized term appearing in this Policy that is used as a defined term and is not defined in this Policy, that term will have the meaning given to it by the gbaSI™ Website Terms of Use.

To notify gbaSI™ that there has been a copyright or trademark violation, please follow the instructions in Part A below for a copyright infringement claim or Part B below for a trademark infringement claim. If you are responding to a claim that you have infringed a copyright or trademark, please follow our Counter Notification Procedure in Part C of this Policy below.

**A. Copyright Claims**

If you have a claim for infringement of a copyright for material for which you hold the bona fide copyright and that claim arises from the use of our Website by a third party, you must first provide us a valid notice of your claim if you would like us to act upon your copyright infringement claim. For the notice to be valid for purposes of this Policy, it must be in writing. It must also contain the information required below in this Part A and any other relevant information that you wish to provide, and it must be provided to our Copyright/Trademark Agent by any of the ways described in the notice section of this Policy, which appears in Part F below. The words “Copyright Claim” should appear in the subject line to distinguish your copyright infringement claim from a trademark infringement claim.

* Your name, address, telephone number, mailing address, and/or email address, so that we may contact you regarding your copyright infringement claim.
* A description of the copyrighted work that you claim has been infringed.
* A description of where the allegedly infringing material is located on the Website.
* Information, if you have it, to enable us to contact the alleged infringer, such as the infringer’s address, telephone number, or email address, or a statement that you do not have such information.
* A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law.
* A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.
* Your electronic or physical signature. You may provide your signature by typing at the bottom of your notice your full legal name (if you are an individual, first and last names; if you are a company, full company name, first and last names of the person signing on behalf of the company, and capacity of the person, such as President, Vice President, etc., signing on behalf of the company).
* The date (MM/DD/YYYY) that you are submitting the notice of alleged copyright infringement.

You agree that any notice of a copyright infringement claim you provide to us that does not comply with the above listed requirements is not a valid notice of a copyright infringement claim for purposes of this Policy.

Upon our receipt from you of a notice of a copyright infringement claim that we determine to be valid, we will remove or disable access to the allegedly infringing material within a reasonable time and will then take reasonable steps to notify the alleged infringer that we have removed or disabled access to the allegedly infringing material. That removal may be temporary. (See Counter Notification Procedure; Part C of this Policy below).

Please note that the information you provide in a notice, including your name, telephone number, mailing address, and or email address, may be forwarded to the person who provided the allegedly infringing material to us and that we may publish your contact information in place of disabled content.

If we act upon a notice of a copyright infringement claim that you submit to us, you may be responsible for initiating actions that may expose you or us to legal liability. Do not submit false claims. If you are unsure whether materials on our Website infringe upon your copyright, you should consult a lawyer before proceeding with any notice to us.

**B. Trademark Claims**

If you have a claim for infringement of a trademark for which you hold a valid trademark registered with the United States Patent and Trademark Office or for which you own United States common law rights that are national in scope and that claim arises from the use of our Website by a third party, you must first provide us a valid notice of your claim if you would like us to act upon your trademark infringement claim. For the notice to be valid for purposes of this Policy, it must be in writing. It must also contain the information required below and any other relevant information that you wish to provide, and it must be provided to our Trademark Agent by any of the ways described in the notice section of this Policy, which appears in Part F below. The words “Trademark Claim” should appear in the subject line to distinguish your trademark infringement claim from a copyright infringement claim.

* Your name, address, telephone number, mailing address, and/or email address, so that we may contact you regarding your trademark infringement claim.
* Identification of the allegedly infringed trademark (the trademark that you claim is being infringed), including registration number, if any, and a graphical representation of that trademark.
* Information establishing proof of your ownership of, or right to use, the allegedly infringed trademark.
* The jurisdiction or geographical area to which the allegedly infringed trademark applies and, if your rights are based on United States common law and not a registration, evidence substantiating the geographical area that you are claiming.
* The goods and/or services covered by or offered under the allegedly infringed trademark.
* The date of first use in interstate commerce of the allegedly infringed trademark.
* A description of the manner in which you believe the allegedly infringed trademark is being infringed upon.
* A statement by you that you have a good faith belief that the disputed use is not authorized by the trademark owner, its agent or the law.
* A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the trademark owner or authorized to act on behalf of the trademark owner.
* Your electronic or physical signature. You may provide your signature by typing at the bottom of your notice your full legal name (if you are an individual, first and last names; if you are a company, full company name, first and last names of the person signing on behalf of the company, and capacity of the person, such as President, Vice President, etc., signing on behalf of the company).
* The date (MM/DD/YYYY) that you are submitting the notice of alleged trademark infringement.

You agree that any notice of a trademark infringement claim you provide to us that does not comply with the above listed requirements is not a valid notice of a trademark infringement claim for purposes of this Policy.

Upon our receipt from you of a notice of a trademark infringement claim that we determine to be valid, we will remove or disable access to the allegedly infringing material within a reasonable time and will then take reasonable steps to notify the alleged infringer that we have removed or disabled access to the allegedly infringing material. That removal may be temporary. (See Counter Notification Procedure; Part C of this Policy below).

Please note that the information you provide in a notice, including your name, telephone number, mailing address, and or email address, may be forwarded to the person who provided the allegedly infringing material to us and that we may publish your contact information in place of disabled content.

If we act upon a notice of a trademark infringement claim that you submit to us, you may be responsible for initiating actions that may expose you or us to legal liability. Do not submit false claims. If you are unsure whether materials on our Website infringe upon your trademark rights, you should consult a lawyer before proceeding with any notice to us.

If we act upon a notice of a copyright infringement claim that you submit to us, you may be responsible for initiating actions that may expose you or us to legal liability. Do not submit false claims. If you are unsure whether materials on our Website infringe upon your copyright, you should consult a lawyer before proceeding with any notice to us.

**C. Counter Notification Procedure**

If you have received a notice of copyright or trademark infringement from us, you may provide Counter Notification to us by emailing our Copyright/Trademark Agent as further described in Part F below, and by including the following with such email:

* Your name, address, and telephone number, and a statement that you (as the alleged infringer) consent to the personal and exclusive jurisdictions of the District Court of the State of Kansas for the County of Johnson and the United States District Court for the District of Kansas, and that you (as the alleged infringer) will accept service of process from the complaining party or an agent of such party.
* Identification of the material that has been removed or to which access has been disabled and the location on our Website at which the material appeared before it was removed or access to it was disabled.
* 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.
* Your electronic or physical signature. You may provide your signature by typing at the bottom of your Counter Notification your full legal name (if you are an individual, first and last names; if you are a company, full company name, first and last names of the person signing on behalf of the company, and capacity of the person, such as President, Vice President, etc., signing on behalf of the company).

You agree that any Counter Notification of a copyright or trademark infringement claim you provide to us that does not comply with the above listed requirements is not a valid Counter Notification of a trademark or copyright infringement claim for purposes of this Policy.

Upon receipt of a valid Counter Notification as described above, we will promptly provide the complaining party with a copy of the Counter Notification and inform such party that it will replace the removed material or cease disabling access to it in ten (10) business days. We will replace the removed material and cease disabling access to it in not less than ten (10), nor more than fourteen (14), business days following receipt of the valid Counter Notification unless we first receive notice from the complaining party that such complaining party has filed an action seeking a court order to restrain you from engaging in infringing the complaining party’s copyright or trademark.

**D. Retractions**

If you submitted a notice of copyright or trademark infringement by mistake or would otherwise like to retract your notice, please provide us with the following:

* The statement “I hereby retract my copyright infringement notification”, or “I hereby retract my trademark infringement notification”, as the situation requires.
* An identification of the allegedly infringing materials, and if applicable, the reference or link to the allegedly infringing materials that you identified in the original copyright or trademark infringement notification.
* Your electronic or physical signature. You may provide your signature by typing at the bottom of your retraction your full legal name (if you are an individual, first and last names; if you are a company, full company name, first and last names of the person signing on behalf of the company, and capacity of the person, such as President, Vice President, etc., signing on behalf of the company).
* The date (MM/DD/YYYY) that you are submitting the retraction.

If your account or any material you uploaded or submitted to our Website has been affected by a copyright or trademark infringement notification, you may reach out directly to the copyright or trademark owner, as the case may be, for a retraction of the original notice. We will retract the original notice upon receiving a written confirmation from the copyright or trademark owner or any person authorized to act on behalf of the copyright or trademark owner.

**E. Repeat Infringers**

It is our policy to provide for the termination in appropriate circumstances of access to our Website by registered users who repeatedly violate this Policy or are repeat infringers of copyrighted works, trademarks or any other intellectual property. In addition, we reserve the right at all times to suspend or terminate any account in accordance with the other provisions of this Policy.

**F. Manner of Providing Notice**

**By Mail:**

GBA Systems Integrators, LLC, d/b/a gbaSI™
15501 W 100th Terrace
Lenexa, Kansas 66219

Attn: Copyright/Trademark Agent

**By Email:**

solutions@gbasi.com