

**Luive.com**  
**“Repeat Infringer” Policy**

**Last Revised: August 18, 2020**

International Social Media SRL, an EU-based corporation (“**Company**”), the owner and operator of [Luive.com](http://Luive.com) (“**Website**”), will withdraw all rights and privileges from its users and account holders (collectively, “**users**”) who are deemed repeat infringers. For these purposes, the Company will count “**strikes**.” A strike will arise against a user every time (1) that user has been adjudicated, in a court of competent jurisdiction, to have committed copyright infringement; (2) that the Company receives a separate DMCA notice that substantially complies with 17 U.S.C. § 512(c)(3), sent on a different calendar day from any other DMCA notice, alleging copyright infringement within any 12-month period; or (3) that the Company has actual knowledge that user has committed an act of copyright infringement.

Each separate adjudication or DMCA notice gives rise to a separate strike. In addition, to the extent that a single adjudication or DMCA notice pertains to different copyrights that were infringed on different days, it can give rise to multiple strikes.

No strike arises from one or more notifications of claimed infringement (regardless of whether subject to counter-notification from the user) that fails to comply with 17 U.S.C. § 512(c)(3), or from facts or circumstances from which the user’s infringement seems apparent, absent actual knowledge on the Company’s part.

The Company has decided to follow the rule of “three strikes, and you’re out.” Accordingly, a user against whom there are three strikes will be deemed a “**repeat infringer**.” The user will be defrocked from the Website as soon as practicable (in the ordinary course of business, within one week). Nonetheless, the Company reserves the right to remit a strike under appropriate circumstances, such as when the user provides adequate evidence that it infringed unintentionally or in the good faith belief that its conduct did not constitute infringement, or that the adjudicating court considered the issue of infringement to be open to divergent interpretations. The Company will also consider “appropriate circumstances” to remit a strike as including a requirement of proportionality: A user who engages in widescale exploitation, a small percentage of which is determined to constitute copyright infringement (even if willfully so), will not accrue a strike if that infringement appears aberrational in the entire context of the user’s exploitation.

A strike will arise from any act of copyright infringement. Typically, those activities will consist of the violation of rights provided under Title 17, United States Code. However, to the extent that the Company gains actual knowledge that a user has violated the copyright laws of a foreign country or one of the several states, that conduct equally constitutes a strike. The subject infringement is cognizable regardless of whether it occurred in an online context or elsewhere.

Once defrocked from the Website, the user will not be allowed to rejoin the Website until ten years after the most recent strike. If a user who was previously defrocked returns to the Website, then for one year, the user will be “on probation.” If during that year, the Company receives a notification of claimed infringement as to that user, even absent corroboration or court judgment, to which the user fails to reply by an appropriate counter-notification, the user will be defrocked again. Any time that a user has been twice defrocked, that user will remain permanently unable to rejoin the Website.

For these purposes, the Company will maintain a registry of its defrocked users. The

registry will be updated monthly and will retain all implicated names for 30 years.

Because of the risks of acting on inaccurate information, the Company will not accrue strikes against its users based on allegations that another service provider has previously defrocked those users.

The Company will accrue a strike for the user-only. If the user is an entity, that entity will be deemed the only entity against whom one strike exists for purposes of the repeat infringer policy (meaning that no individual will thereby be implicated).

Concomitantly, if the user is an individual, he or she will be deemed the only individual against whom one strike exists for purposes of the repeat infringer policy (meaning that no corporate entity will thereby be implicated).

Once an individual or entity has been defrocked, the Company will not allow another individual or entity bearing substantially the identical name and mailing (or emailing) address or IP address to enroll on the Website, absent evidence showing that it is not the same individual or entity that was previously defrocked. In addition, if the Company is provided with evidence that a current user is the same individual or entity that was previously defrocked, and the current user does not credibly challenge that evidence, the Company will terminate that user. This exclusion does not apply, however, to previously defrocked users who are already allowed to join after the passage of the requisite years or after satisfying the other criteria stated above.

A user's activity of taking down challenged material or settling a lawsuit for copyright infringement, without more, will not be deemed to create a strike. All the circumstances must be taken into account. If, for example, in the context of a settlement, the user admits to having committed copyright infringement and the Company gains actual knowledge of that admission, a strike arises.