



Privacy policy

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17. Notice and Procedure for Making Claims of Copyright Infringement regarding Materials on ABSOLUTEFITINC.COM You may give ABSOLUTEFITINC.COM written notification of your claim in accordance with the requirements of the Digital Millennium Copyright Act of 1998 as provided in the DMCA and summarized below. The ABSOLUTEFITINC.COM Copyright Administrator is ABSOLUTEFITINC.COM's "Designated Agent" for purposes of receiving notice under the DMCA. Written notification of your claim must be submitted to the following Designated Agent to Receive Notification of Claimed Infringement: Name: Copyright Administrator E-mail Address: staff@ABSOLUTEFITINC.COM To be effective, the notification must include the following: 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; 2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online Web site are covered by a single notification, a representative list of works at that site; 3. 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 the service provider to locate the material; 4. Information reasonably sufficient to permit ABSOLUTEFITINC.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; 5. 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 the law; and 6. 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. 7. Upon receipt of the written notification containing the information as outlined in paragraphs 1) through 6)

above: ABSOLUTEFITINC.COM shall remove or disable access to the material that is alleged to be infringing and shall forward the written notification to the person or entity who posted the material at issue; ABSOLUTEFITINC.COM shall take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the material.

18. Counter Notification A person who receives a notification of alleged copyright infringement, and believes that the claim is erroneous, may submit a counter notification to ABSOLUTEFITINC.COM's Designated Agent within thirty (30) days of the date the material was removed from the site. To be effective, a counter notification must be a written communication that includes substantially the following: 1. A physical or electronic signature of the person submitting the counter notification; 2. 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; 3. A statement under penalty of perjury that the person submitting the counter notification has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material or the owner of the rights to be removed or disabled; and 4. The person's name, address, and telephone number, and a statement that the he or she consents to the jurisdiction of federal district court for the judicial district in which the address is located, or if the person's address is outside of the United States, for any judicial district in which ABSOLUTEFITINC.COM may be found, and that the person will accept service of process from the complaining party or an agent of such person. 5. Upon receipt of a counter notification containing the information as outlined in paragraphs 1) through 4) above: 1. ABSOLUTEFITINC.COM shall promptly provide the complaining party with a copy of the Counter Notification; and 2. ABSOLUTEFITINC.COM shall inform the complaining party that it will replace the removed material or cease disabling access to it within ten (10) business days. ABSOLUTEFITINC.COM shall replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the counter notification, provided ABSOLUTEFITINC.COM's Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity on ABSOLUTEFITINC.COM's Web sites.