

Digital Millennium Copyright Act (DMCA) Policy and Procedure

Cumberland Connect, LLC is committed to complying with U.S. copyright and related laws. It shall be the policy of Cumberland Connect, in the appropriate circumstances, to terminate broadband service provided to any consumer or user in accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws and regulations. Cumberland Connect shall terminate service to any member based on Cumberland Connect's sole discretion, that are deemed repeat copyright infringers. Cumberland Connect's copyright compliance policies do not affect any other rights Cumberland Connect may have under law or contract.

It shall be the policy of Cumberland Connect to provide adequate written warnings to the subscriber that has violated the Digital Millennium Copyright Act.

Notification of DMCA Complaints

If you are a copyright owner or an agent of a copyright owner and you believe that your rights under U. S. copyright law have been infringed, you may submit a Notification pursuant to the DMCA. After receiving a complaint Notification regarding infringing material residing on Cumberland Connect's network(s), Cumberland Connect will, to the extent required by applicable law, remove or disable access to the material that is alleged to be infringing and take reasonable steps to promptly notify the subscriber that Cumberland Connect has removed or disabled access to the material.

After receiving Notifications regarding repeated infringement through unauthorized file sharing, including peer-to-peer file sharing, relating to a specific subscriber account, Cumberland Connect will take action to prevent repeated infringement. Such action may include temporary or permanent termination of the subscriber account.

Under the DMCA, anyone who knowingly makes representations regarding alleged copyright infringement may be liable to Cumberland Connect, the alleged infringer, and the alleged copyright owner for damages incurred as a result of the misrepresentation.

A copyright owner or agent of a copyright owner may submit alleged infringements to Cumberland Connect's Designated Agent using the following information and must comply with the requirements of DMCA.

Designated Agent: Mike Neverdusky
Email: dmca@cumberlandconnect.org
Address: Cumberland Connect, LLC
1940 Madison Street
Clarksville, TN 37043
Phone (931) 645-2481

In compliance with Section 512(c)(3) of the U.S. Copyright Act DMCA Complaints must be in writing and contain the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
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 disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit Cumberland Connect, LLC 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;
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.

Counter-Notification

Pursuant to Section 512(g)(3) of the U.S. Copyright Act if a user or subscriber believes that a notice of infringement has been wrongly filed and would like to submit a counter-notice, the User or Subscriber may file a Counter-Notification with Cumberland Connect, LLC's Designated Agent. The counter-notification must be in writing and contain the following information:

1. A physical or electronic signature of the subscriber;
2. Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to 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 the service provider may be found, and that the subscriber will accept service of process from the person who provided the notification or an agent of such person.

Rejection/Removal

Cumberland Connect reserves the right to reject or remove any material residing on or transmitted to or through the Services that Cumberland Connect, in its sole discretion, believes to be unacceptable or in violation of the law, this Acceptable Use Policy, and/or the Terms and Conditions. Cumberland Connect may immediately remove content if we believe such content is unlawful, violates the Acceptable Use Policy and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act (or "DMCA").

Suspension or Termination

Any user which Cumberland Connect determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at our discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided that Cumberland Connect may immediately suspend and terminate such User's service without issuing such a warning if Cumberland Connect, in its sole discretion deems such action necessary. If Cumberland Connect determines that a User has committed a second violation of any element of this Acceptable Use Policy, such User shall be subject to immediate suspension or termination of service without further action as determine to be appropriate under the circumstances to eliminate or preclude such violation. Cumberland Connect shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from Cumberland Connect's exercise of its rights under this Policy.