

Last Updated on April 22, 2021

Rakuten Marketing LLC dba Rakuten Advertising (“Supplier”) provides Publisher marketing networks and technology that permit independent website operators to form cooperative marketing relationships using the World Wide Web. Each Supplier network is available for use only by persons or entities that join the network as either an “Advertiser” or a “Publisher.” Supplier may provide its members with the use of bulletin board services, chat areas, forums, electronic mail postings, email service or other message or communication facilities designed for communication with other members of the Network. Supplier is the neutral host of each Publisher marketing network it administers, and members of each network are independent persons or entities that are not controlled by Supplier. Neither the admission nor the continued membership of any person or entity as an Advertiser or Publisher constitutes endorsement by Supplier. Supplier does not police their actions, nor does Supplier undertake any responsibility for their acts or omissions.

While Supplier encourages Advertisers and Publishers who use any Supplier network to adopt responsible approaches to online marketing, it is possible that some Advertisers or Publishers will take actions or engage in activities through the network or otherwise that are alleged to infringe the intellectual property rights of others.

Claims of Copyright Infringement

Upon proper notification of claimed infringement, Supplier’s policy is to respond expeditiously to remove, or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity. When filing a notice of claimed infringement with us, for such notification to be effective under Title II of the Digital Millennium Copyright Act (“DMCA”), the notification must be in writing and provided to the designated agent listed below. In accordance with Section (3)(A) of the DMCA, the notification of claimed infringement must include substantially the following:

(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 a single online site 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 Supplier to locate the material.

(iv) Information reasonably sufficient to permit Supplier 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 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.

The full text of this statute can be found at the U.S. Copyright Office Web Site, <http://lcweb.loc.gov/copyright>.

Upon receipt of notices complying or substantially complying with the DMCA, as specified above, Supplier will act expeditiously to remove, or disable access to, the material claimed to be infringing or claimed to be the subject of infringing activity.

Claims of Infringement Trademark or Other Intellectual Property Rights, Except Copyrights.

In the case of a claim of infringement of a trademark, service mark, trade dress, name, or other indicia of origin ("mark") or other intellectual property right that is not covered by the DMCA, Supplier will respond to written notification of such claimed infringement in accordance with applicable laws. The written notification should include the following:

(i) A physical or electronic signature of the owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed, and identification of such owner.

(ii) Identification of the mark or other intellectual property right that is claimed to be infringed and information that establishes that the named owner possess the exclusive right allegedly infringed.

(iii) Identification of the usage or material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit Supplier to locate or view the usage or material and to identify the person that is responsible for the claimed infringement.

(iv) Information reasonably sufficient to permit Supplier 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 representation and warranty that the complaining party has a good faith belief that the usage or material in the manner complained of is not authorized by the owner of the mark or other intellectual property identified, its agent, or the law.

(vi) A representation and warranty that the information in the notification is accurate and that the complaining party is the owner or is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

How To Give Us Notice

Any notices of claimed infringement should be directed to:

Rakuten Advertising

Attn: General Counsel

800 Concar Drive Suite 175

San Mateo, CA 94402

ra-legalnotices@mail.rakuten.com

The words “Notice of Infringement” should be put in the subject line of all such notifications. Any such notification should contain sufficient detail to reasonably permit Supplier to evaluate and respond to the claim.

Any person delivering a notice relating to a claimed infringement by an Advertiser or Publisher that is a member of The Supplier Network should also notify that Advertiser or Publisher, and notice to Supplier does not constitute notice to such Advertiser or Publisher. Any person or entity with a claim of infringement against an Advertiser or Publisher should consult its own attorney and follow his or her advice.

Disclaimers and Other Matters

If Supplier receives notification of a claim of infringement by an Advertiser or Publisher using this website or the facilities of any Network, Supplier may pass the notice to the Advertiser or Publisher or attempt to contact the Advertiser or Publisher in order to provide an opportunity to respond to the notification, although Supplier does not promise or undertake any duty to do so. Supplier reserves the right to furnish to the complaining party any and all counter notifications submitted by the Advertiser or Publisher, but does not promise or undertake any duty to do so.

To the fullest extent permitted by applicable law, Supplier disclaims any and all responsibility and liability for the acts and omissions of users of this website and Supplier’s networks, including, without limitation, infringement of any copyright, trademark or other intellectual property right. By publishing or complying with the foregoing policies or responding to any notification of a claim of infringement, Supplier does not undertake or assume any duty, responsibility that it would not otherwise have under mandatory provisions of applicable law.

Subject to applicable law, Supplier reserves the right to change the foregoing policies and procedures at any time and from time to time, in its absolute discretion, without notice. Any changed policies or procedures will be posted on this website.