Copyright Infringement Policy (Public)

Document Information

Title:	Copyright Infringement Policy	Library ID:	1900-120
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Reviewed By:	Julie Bielecki	Date Last Reviewed:	2026-05-04
Owner:	Legal	Date Last Revised:	2026-05-04
Revision Approvals Required:	Legal Marketing	Status:	Effective

Summary

Purpose: This policy is intended to educate Team Members, Clients, and other users of ITX services, systems, and resources on copyright law, including regulations for the Internet, and combat against the unauthorized distribution of copyrighted material.

Scope: This policy applies to Team Members, ITX Clients, and other users of ITX services and systems, to guide their understanding of applicable copyright law and the sanctions for violations thereof.

Related Material: ITX Hosting Terms and Conditions (accessible here: https://itx.com/terms/)

Definitions

Client: Any person, or person acting on behalf of an entity, that is currently or has in the past been engaged with ITX to develop software and/or technology products, services, receive expertise, or for any other business purpose.

Copyright: The exclusive legal right, belonging to the owner of intellectual property, that protects their original work from unauthorized reproduction.

ITX Services: For purposes of this Policy, these are the web hosting, network, servers, and email services provided by ITX. These also involve any "As A Service" services being provided by or used by ITX, whether they are hosted by ITX or a third party, and which include, but are not limited to, AWS and Azure.

ITX Systems: Equipment, servers, software, and networks provided by ITX, including, but not limited to, email and internet access.

Team Member: An ITX employee, contractor, freelancer, or intern.

Policy

Prohibited Practices

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the legal owner of the copyright.

ITX strictly prohibits copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to using any copyrighted names, text or images, offering pirated computer programs or links to such programs, serial or registration numbers for software programs, copyrighted music, etc.

Client Website Content

ITX reserves the right to review the content of Client's webpages, but under no circumstances will ITX accept responsibility for their content. Consistent with ITX's Hosting Terms and Conditions, the Client is solely responsible for everything contained in its website and webpages. ITX will not verify, endorse or otherwise control the contents of any of Client's webpages. All opinions and views expressed at the websites belong to the respective owner and should not be construed as being supported by ITX. All Clients are hereby advised that they are subject to the indemnification language contained in the ITX Hosting Terms and Conditions, can be held legally liable for the content of their webpages, and may be held accountable if such content includes material protected by copyright, trademark, patent or trade secret laws without the permission of the owner, whether or not such owner is ITX.

Copyright Issues and Complaints

As a service provider under the Digital Millenium Copyright Act (DCMA), ITX has designated an agent to receive notifications of claimed copyright infringement. This agent is responsible for handling all copyright complaints and is registered with the Copyright Office. ITX will renew the designated agent registration every 3 years as required and make any applicable updates at each renewal.

All inquiries about copyright infringement should be forwarded to ITX's agent:

General Counsel, ITX Corp.
1 South Clinton Ave, Suite 900
Rochester, NY 14604
Telephone: (585) 899-4888
Email: legal@itx.com

All complaints related to copyright infringement must provide, at a minimum, the following information:

- Contact information.
- Evidence to support ownership of the copyright by the copyright holder or their authorized representative.
- Statement from the copyright holder (or authorized representative) that they have a good faith belief that the copyrighted material has been infringed.
- A list identifying the works potentially being infringed upon
- Information about the location of the infringing material that the copyright holder seeks to be removed/blocked, with sufficient details to allow the removing/blocking.
- Statement from the person complaining that the information supplied is accurate, and, under penalty of perjury, that the person complaining is authorized to be making the complaint.

Upon receipt of a complaint for copyright infringement, ITX's agent will decide within 7 days whether there is an obvious copyright infringement. Upon a positive determination of infringement, ITX will remove the infringing material or terminate the services (close the account). Client will be notified by email about the complaint and the action taken.

If there is no obvious copyright infringement, ITX's agent will forward the complaint to the Client, who may choose to defend against the claim, or remove the infringing material.

Defending a Copyright Complaint

To engage ITX to defend a copyright issue on its behalf, a Client must pay all costs and legal fees for ITX's legal expenses. Client must provide counternotice in writing containing:

- Contact information
- Statement that the original complaint is groundless and reasons why.
- Consent to a jurisdiction in a federal court.
- Consent in writing to pay the above fees and to pay all legal fees for ITX (if any).

The ITX agent will forward the counternotice to the copyright holder. If both parties reach an out of court resolution, ITX will act in accordance with such resolution. If a lawsuit is filed within 21 days, the material in question will be removed from ITX servers until a judgment or settlement is achieved. If no lawsuit is filed within 21 days from the date of the original complaint, the material in question may be made available again through ITX services. Any unused portion of the legal fees and costs is refundable within 7 days of the resolution of the case.

Accepting a Copyright Complaint (No Defense)

This is the default option. ITX will permanently remove the material in question if the Client response is not received within 7 days from the notice, or if the Client fails to pay any amounts requested to engage ITX to defend the copyright issue. ITX will notify both the Client and the copyright owner that the content has been removed from its servers.

ITX will not provide Client with any compensation for downtime or, if necessary, termination of the account. Prepaid accounts will not be prorated. ITX will waive the setup fee if the account is reactivated later.

ITX will keep a log of all copyright infringement complaints, in accordance with its Document Retention and Destruction Schedule.

Sanctions and Enforcement

ITX will deny services unconditionally to anyone who it considers a repeat offender of the copyright laws. Team Members violating this Policy or the copyright laws as referenced herein are subject to discipline up to and including termination of your employment or contract.

ITX will collaborate with other Internet Service Providers to the full extent of the law to reduce copyright infringement on the Internet.

Contact

Any questions regarding this policy, or copyright infringement generally, should be directed to General Counsel at legal@itx.com.

Frequently Asked Questions
None at this time.