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Notice of the alleged copyright infringement must be sent to this Site’s designated agent (“DMCA Agent”), who is:

General Counsel
Independent Insurance Agents & Brokers of America, Inc.
127 South Peyton Street
Alexandria, VA 22314-2803

To be effective, the notice must be in writing and contain substantially 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.

(ii) Identification of the copyrighted work claimed to have been infringed (including the URL where the infringing work is available), 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 (including URLs where the infringing work is available).

(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 IIABA to locate the material.

(iv) Information reasonably sufficient to permit IIABA 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, or is the owner, of an exclusive right that is allegedly infringed.

Upon receipt of an effective notice of alleged copyright infringement, IIABA will remove or disable access to the allegedly infringing content, forward the notice of alleged copyright infringement to the alleged infringer, and inform the alleged infringer that IIABA has removed or disabled access to such content. If the alleged infringer believes the copyright infringement allegation is unfounded or in error, the alleged infringer may send a counter notification to IIABA.

The counter notification may be sent to:

General Counsel
Independent Insurance Agents & Brokers of America, Inc.
127 South Peyton Street
Alexandria, VA 22314-2803
info@iiaba.net

To be effective, the counter notification must be sent to IIABA’s DMCA Agent, be in writing, and contain substantially the following:

(i) A physical or electronic signature of the alleged infringer.

(ii) 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.

(iii) 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 of the material to be removed or disabled.
(iv) The alleged infringer’s name, address, and telephone number, and a statement that the alleged infringer consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the alleged infringer’s address is outside of the United States, for any judicial district in which IIABA may be found, and that the alleged infringer will accept service of process from the person who provided the notice of alleged copyright infringement to IIABA or an agent of such person.

Upon receipt of an effective counter notification, IIABA will provide a copy of the counter notification to the sender of the notice of alleged copyright infringement and inform such person that IIABA will replace the removed material or cease disabling access to it in ten (10) business days. IIABA will then replace the removed material or cease disabling access to it in no fewer than ten (10), and no more than fourteen (14), business days following receipt of the effective counter notification, unless IIABA’s DMCA Agent first receives notice from the sender of the notice of alleged copyright infringement that such person has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on the Site.

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