

# Remedies for Small Copyright Claims







# Photo's Pilfered

By far, the most laborious process in uploading pictures to the internet has been an almost impossible endeavor in finding ways to keep thousands of individuals from helping themselves to whatever photos they need. Synonymous with anti-virus protection, for every fix another plot surfaces. Rather than just stating the obvious I'll entertain a recent experience I had when uploading photos to photo-sharing websites.

Google has developed yet another search window, that allows an individual to drop an image in the searchable field instead of typing your question. The very first photo I searched on found my image (an variations of) on 40 different pages (same site). The process that evolved after finally getting a response from one of the individuals of the hosting site was rather exhausting.

# Photo's Pilfered contd.

After approximately 2 weeks of email banter wasted, It finally became apparent that the information I provided them just wasn't good enough and that the burden of proof was mine (see copies of email below concerning the "Blue Macaw"). Even though I presented an interim copyright number, that didn't seem to be enough for them. I'm not so sure I want to waste any more time searching for other photos that might have been stolen in similar fashion.

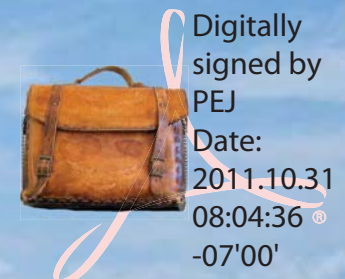
The copyright attorney I contacted here in Seattle broke it down like this – "You want to play, you'll have to pay". And that's just to get a judgment against them. Trying to get them to pay up involves more time and cash. And then there's no guarantee that you'll ever find them or ever get them to pay. Which brings up yet another issue – international copyright infringement. How does American copyright law impact the internet community?



# Photo's Pilfered contd.

Notwithstanding the major headaches in protecting images, PEJ will continue to take the necessary precautions to limit a major portion of individuals from helping themselves to corporate photos. This involves no less than:

1. Watermarking (strategically placed)
2. Metadata (metadata can be manipulated)
3. INSTANCE ID's
4. Google Image Search
5. Adobe Photoshop's "File Info"
6. Low Resolution's
7. Small to Med Size Images on Hosting Sites (if possible)
8. 3<sup>rd</sup> Party Photo Tracking Software





Copyright Image

# Cheezburger.com emails

9/21/11

Craig Kopta

To abuse@cheezburger.com

From: craig kopta (planetemeraldjungle@live.com)

Sent: Wed 9/21/11 8:51 PM

To: abuse@cheezburger.com

Hotmail [Active View](#)



1 attachment (4.0 KB)



Download

Download as zip

It appears someone utilizing this web service is posting a corporate image that belongs to planetemeraldjungle. I'm not exactly sure who I need to contact to find the webmaster or the owner of the following page (s).

The Blue Macaw in question is an image that belongs to Planetemeraldjungle LLC and is registered with the copyright office.

On the main page of <http://knowyourmeme.com/> the item of concern is the Blue Macaw being used for the Icon "Save Game File" (see attachment) and on about 40 other pages.

Could you contact the individual (s) posting the pictures and ask them to use a different image.

Your help would be greatly appreciated . . .

Please contact me at the phone/email below if you have any further questions.

Craig Kopta [Planetemeraldjungle@live.com](mailto:Planetemeraldjungle@live.com) 206.300.9455



## Re: Copyright Infringement

9/22/11

dollydally81



dollydally81

contactus@cheezburger.com

[Add to contacts](#)

To planetemeraldjungle@live.com

From: **dollydally81** (contactus@cheezburger.com)

Sent: Thu 9/22/11 2:55 PM

To: planetemeraldjungle@live.com

~~~~ Reply above this line ~~~~

Hi there Craig,

Thanks for contacting us. Can you send us the user's profile name the image url to your photo as it appears on our site. Also, can you send us a copy or link to your image so that we can verify ownership?

Thanks, we look forward to hearing back from you.

All the best,

Will

Cheezburger Network



[Give dollydally81 kudos!](#) Kudos help us rate how well we're supporting you.

On September 22, 2011 at 12:26AM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

I was hoping someone in your organization can assist me with the issue of one of your subscribers posting images that belong to planetemeraldjungle. Not sure who to contact to solicit help with this. The Blue Macaw is the picture in question. This photo is registered with the Copyright Office in the Library of Congress and needs to be removed by the submitter of the photo. Let me know if there is any other info you might require for clarification.

Thank you, Craig Kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com) 206.300.9455



## Re: Copyright Image

dollydally81



dollydally81

contactus@cheezburger.com

To planetemeraldjungle@live.com

From: **dollydally81** (contactus@cheezburger.com)

Sent: Thu 9/22/11 4:35 PM

To: planetemeraldjungle@live.com

~~~~ Reply above this line ~~~~

Hi again Craig,

Thanks for contacting us. Will you send us the direct links to where these images appear on your site? Thanks for your time!

All the best,

Will

Cheezburger Network

 [Give dollydally81 kudos!](#) Kudos help us rate how well we're supporting you.

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Craig Kopta [Planetemeraldjungle@live.com](mailto:Planetemeraldjungle@live.com) 206.300.9455





## RE: Copyright Infringement

craig kopta

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

From: **craig kopta** ([planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com))

Sent: **Thu 9/22/11 4:51 PM**

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

[Hotmail Active View](#)

1 attachment (10.5 KB)



Paranoid ...zip

[Download](#) (10.5 KB)

Download as zip

Here's a zip file of the links in question . . .

Thank you in assisting me with this.

craig kopta 206.300.9455

Date: Thu, 22 Sep 2011 20:55:35 +0000

From: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

To: [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

Subject: Re: Copyright Infringement

~~~~~ Reply above this line ~~~~~

Hi there Craig,

Thanks for contacting us. Can you send us the user's profile name the image url to your photo as it appears on our site. Also, can you send us a copy or link to your image so that we can verify ownership?

Thanks, we look forward to hearing back from you.

All the best, Will Cheezburger Network

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Thank you, Craig Kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com) 206.300.9455



## Contents of “Paranoid Parrot.Zip”

- <http://s3.amazonaws.com/kym-assets/photos/images/original/000/151/111/parrot-blue.jpg?1311180440>
- <http://knowyourmeme.com/photos/151111-paranoid-parrot#:TqoTAZuIm0s>
- [http://knowyourmeme.com/photos/160068-paranoid-parrot#content\\_title](http://knowyourmeme.com/photos/160068-paranoid-parrot#content_title)
- [http://knowyourmeme.com/photos/161927-paranoid-parrot#content\\_title](http://knowyourmeme.com/photos/161927-paranoid-parrot#content_title)
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- [http://knowyourmeme.com/photos/175871-paranoid-parrot#content\\_title](http://knowyourmeme.com/photos/175871-paranoid-parrot#content_title)





## Contents of “Paranoid Parrot.Zip”

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## Re: Copyright Infringement

9/23/11

Reply ▾

dollydally81



dollydally81

contactus@cheezburger.com

To planetemeraldjungle@live.com

From: **dollydally81** (contactus@cheezburger.com)

Sent: Fri 9/23/11 9:35 AM

To: planetemeraldjungle@live.com

~~~ Reply above this line ~~~

Hi there Craig,

The zip file you sent us will not open. Please send us the direct source link to your site where this image appears.

Thanks,

Will  
Cheezburger Network



[Give dollydally81 kudos!](#) Kudos help us rate how well we're supporting you.


On September 22, 2011 at 10:51PM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

Here's a zip file of the links in question . . . Thank you in assisting me with this. craig kopta 206.300.9455Date: Thu, 22 Sep 2011 20:55:35 +0000



## My contact information

▣ duncan turner  
To planetemeraldjungle@live.com

9/23/11 

Reply 

From: **Duncan Turner** (duncanturner@badgleymullins.com)



Sent: Fri 9/23/11 1:50 PM

To: planetemeraldjungle@live.com

**Duncan C. Turner**  
**Badgley Mullins Law Group**  
701 Fifth Avenue, Suite 4750  
Seattle, WA 98104  
206-621-6566  
[www.badgleymullins.com](http://www.badgleymullins.com)  
[\(Bio\)](#) [\(VCard\)](#)



# RE: Copyright Infringement

9/23/11

craig kopta



**craig kopta**

[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

---

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com), [duncanturner@badgleymullins.com](mailto:duncanturner@badgleymullins.com)

From: **craig kopta** ([planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com))

Sent: **Fri 9/23/11 2:46 PM**

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

Cc: [duncanturner@badgleymullins.com](mailto:duncanturner@badgleymullins.com)

Hotmail [Active View](#)

3 attachments (total 1115.4 KB)



Blue Maca...pdf

[Download](#) (281.2 KB)



Blue Maca...docx

[View online](#)

[Download](#) (123.0 KB)

[Download](#)

[View slide show](#) (1)

[Download all as zip](#)





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craig kopta 206.300.9455 [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

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Date: Fri, 23 Sep 2011 15:35:25 +0000  
From: contactus@cheezburger.com  
To: planetemeraldjungle@live.com  
Subject: Re: Copyright Infringement

~~~ Reply above this line ~~~

Hi there Craig,

The zip file you sent us will not open. Please send us the direct source link to your site where this image appears.

Thanks,

Will  
Cheezburger Network

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Here's a zip file of the links in question . . . Thank you in assisting me with this. craig kopta 206.300.9455Date: Thu, 22 Sep 2011 20:55:35 +0000

This email notification was intended for planetemeraldjungle@live.com.

Attached you'll find the links to the web pages currently displaying this Blue Macaw



000003\_Blue Macaw - Riverbank Zoo, South Carolina

Original Image (low-res)

<http://s3.amazonaws.com/kym-assets/photos/images/original/000/151/111/parrot-blue.jpg?1311180440>

<http://knowyourmeme.com/photos/151111-paranoid-parrot>

[http://knowyourmeme.com/photos/160068-paranoid-parrot#content\\_title](http://knowyourmeme.com/photos/160068-paranoid-parrot#content_title)

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07D

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## RE: Copyright Infringement

9/23/11

duncan turner

To: craig kopta

From: **Duncan Turner** (duncanturner@badgleymullins.com)

Sent: **Fri 9/23/11 2:53 PM**

To: craig kopta (planetemeraldjungle@live.com)

Craig – FYI – under the Digital Millennium Copyright Act (DMCA), the website is not liable for infringement for content posted by others as long as it acts in a timely manner in response to your request to have the material taken down.

Duncan C. Turner

Badgley Mullins Law Group

701 Fifth Avenue, Suite 4750

Seattle, WA 98104

www.badgley.com

www.badgleymullins.com

(Bio) (VCard)

**From:** craig kopta [mailto:planetemeraldjungle@live.com]

**Sent:** Friday, September 23, 2011 1:47 PM

**To:** contactus@cheezburger.com

**Cc:** Duncan Turner

**Subject:** RE: Copyright Infringement

Attached you find the list of links you requested . . .

craig kopta 206.300.9455 [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

1

Date: Fri, 23 Sep 2011 15:35:25 +0000

From: contactus@cheezburger.com

To: planetemeraldjungle@live.com

Subject: Re: Copyright Infringement

----- Reply above this line -----

Hi there Craig,

The zip file you sent us will not open. Please send us the direct source link to your site where this image appears.

Thanks,

Will  
Cheezburger Network

[Give dollydaily81 kudos!](#) Kudos help us rate how well we're supporting you.

On September 22, 2011 at 10:51PM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

Here's a zip file of the links in question . . . Thank you in assisting me with this. craig kopta 206.300.9455Date: Thu, 22 Sep 2011 20:55:35 +0000



## RE: Copyright Infringement

9/23/11

**craig kopta**

To duncan turner

From: **craig kopta** (planetemeraldjungle@live.com)

Sent: **Fri 9/23/11 5:45 PM**

To: duncan turner (duncanturner@badgleynullins.com)

Hotmail [Active View](#)

2 attachments (total 557.2 KB)



Cheezburg...pdf

[Download](#)(556.1 KB)

Download

View slide show (1)

Download all as zip

Duncan,

Yes, I was aware of that . . . It's only been a couple of days since I first contacted them.

The Webmaster has been stalling (not sure why) with questions like - " I can't read the zip file you sent us of the various pages in question". Seems rather suspect for a webmaster to be confused.

Hence, the last email (the one you were CC'd on).

So, as of right now, I'm waiting for either:

1. The pictures to be removed
2. Feedback from Cheesburger.com

Other pertinent info:

IP: <http://67.214.209.200/>

Craig Kopta 206.300.9455 [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)



Subject: RE: Copyright Infringement  
Date: Fri, 23 Sep 2011 13:53:41 -0700  
From: duncanturner@badgleymullins.com  
To: planetemeraldjungle@live.com

Craig – FYI – under the Digital Millennium Copyright Act (DMCA), the website is not liable for infringement for content posted by others as long as it acts in a timely manner in response to your request to have the material taken down.

Duncan C. Turner

Badgley Mullins Law Group

701 Fifth Avenue, Suite 4750

Seattle, WA 98104

206-621-6566

[www.badgleymullins.com](http://www.badgleymullins.com)

(Bio) (VCard)

**From:** craig kopta [mailto:planetemeraldjungle@live.com]  
**Sent:** Friday, September 23, 2011 1:47 PM  
**To:** contactus@cheezburger.com  
**Cc:** Duncan Turner  
**Subject:** RE: Copyright Infringement

Attached you find the list of links you requested . . .

craig kopta 206.300.9455 [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

Date: Fri, 23 Sep 2011 15:35:25 +0000  
From: contactus@cheezburger.com  
To: planetemeraldjungle@live.com  
Subject: Re: Copyright Infringement

~~~~~ Reply above this line ~~~~~

Hi there Craig,

The zip file you sent us will not open. Please send us the direct source link to your site where this image appears.

Thanks,

Will  
Cheezburger Network



10

## Re: Copyright Infringement

9/26/11

dollydaily81 [Add to contacts](#)

To planetemeraldjungle@live.com

From: **dollydaily81** (contactus@cheezburger.com)

Sent: Mon 9/26/11 5:09 PM

To: planetemeraldjungle@live.com

~~~ Reply above this line ~~~

Hi Craig,

We have sent your request to our licensing department. They have kindly requested the Registration number or Document number that the Library of Congress gave you for this image. Thanks for your extra help here!

All the best,

Will  
Cheezburger Network



[Give dollydaily81 kudos!](#) Kudos help us rate how well we're supporting you.

On September 23, 2011 at 08:47PM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

Attached you find the list of links you requested . . . craig kopta 206.300.9455 [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

Date: Fri, 23 Sep 2011 15:35:25 +0000

This email notification was intended for planetemeraldjungle@live.com.



## RE: Copyright Infringement

9/27/11

craig kopta



**craig kopta**

planetemeraldjungle@live.com

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

From: **craig kopta** ([planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com))

Sent: Tue 9/27/11 6:36 PM

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

Dollydaily,

Until I get approval from my attorney, I won't be releasing anything. It's in his hands as of right now . . .

Craig Kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com) 206.300.9455

---

Date: Mon, 26 Sep 2011 23:09:23 +0000

From: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

To: [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

Subject: Re: Copyright Infringement

~~~~ Reply above this line ~~~~

Hi Craig,

We have sent your request to our licensing department. They have kindly requested the Registration number or Document number that the Library of Congress gave you for this image. Thanks for your extra help here!

All the best,

W/ll

Cheezburger Network

 [Give dollydaily81 kudos!](#) Kudos help us rate how well we're supporting you.

On September 23, 2011 at 08:47PM [planetemeraldjungle <planetemeraldjungle@live.com>](mailto:planetemeraldjungle@live.com) wrote:

Attached you find the list of links you requested . . . [craig kopta 206.300.9455](mailto:craig.kopta@206.300.9455) [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

Date: Fri, 23 Sep 2011 15:35:25 +0000

# 12

## Copyright Infringement

9/27/11

craig kopta

To support@byethost.com

From: **craig kopta** (planetemeraldjungle@live.com)

Sent: Tue 9/27/11 7:49 PM

To: support@byethost.com

Support,

Not sure who to contact about this issue so I'm going to start with this email I found on the website: [support@byethost.com](mailto:support@byethost.com)

The image at the weblink below belongs to Planetemeraldjungle LLC

<http://petsfunnies.com/tag/hyacinth-macaw-picture>

Don't know who submitted the image but it is Copyrighted at the the Copyright Office and needs to be removed.

Please let me know who owns the image so I can contact them about this issue.

If you need any other info, please contact me at the email address below.

Thank You,

Craig Kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com) 206.300.9455

# 13A

## FW: Copyright Infringement

9/30/11

**craig kopta**

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

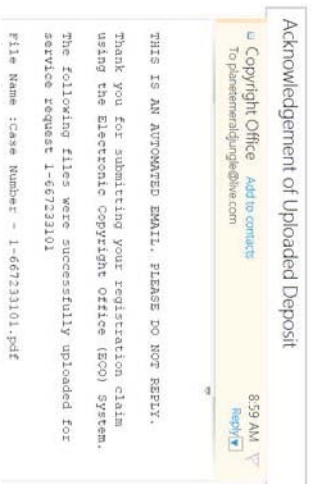
From: **craig kopta** ([planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com))

Sent: **Fri 9/30/11 9:29 AM**

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

Hotmail [Active View](#)

1 attachment (35.2 KB)



Download

View slide show (1)

Download as zip

Per you request a few days ago, attached is the interim number for my copyright claim . . .

Craig kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com) 206.300.9455

From: [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)  
To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)  
Subject: RE: Copyright Infringement  
Date: Tue, 27 Sep 2011 18:36:06 -0600

Dollydaily,

Until I get approval from my attorney, I won't be releasing anything. It's in his hands as of right now . . .

Craig Kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com) 206.300.9455

Date: Mon, 26 Sep 2011 23:09:23 +0000  
From: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)  
To: [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)  
Subject: Re: Copyright Infringement

~~~ Reply above this line ~~~

Hi Craig,

We have sent your request to our licensing department. They have kindly requested the Registration number or Document





number that the Library of Congress gave you for this image. Thanks for your extra help here!  
All the best,

Will Cheezburger Network

 [Give dollydaily81 Kudos!](#) Kudos help us rate how well we're supporting you.

On September 23, 2011 at 08:47PM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

Attached you find the list of links you requested . . . craig kopita 206.300.9455 [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)  
Date: Fri, 23 Sep 2011 15:35:25 +0000

This email notification was intended for [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com).

## Acknowledgement of Uploaded Deposit

 Copyright Office [Add to contacts](#)  
To [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

8:59 AM   
[Reply](#) 

THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT REPLY.

Thank you for submitting your registration claim  
using the Electronic Copyright Office (ECO) System.

The following files were successfully uploaded for  
service request 1-667233101

File Name :Case Number - 1-667233101.pdf

14

## Re: Copyright Infringement

9/30/11

dollydaily81 [Add to contacts](#)

To planetemeraldjungle@live.com

From: **dollydaily81** (contactus@cheezburger.com)

Sent: Fri 9/30/11 12:22 PM

To: planetemeraldjungle@live.com


~~~ Reply above this line ~~~

Hi there,

Thanks for sending that in. I've been sending your information to our licensing department.

All the best,

Will  
Cheezburger Network

 [Give dollydaily81 kudos!](#) Kudos help us rate how well we're supporting you.

On September 30, 2011 at 03:29PM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

Per your request a few days ago, attached is the interim number for my copyright claim . . . Craig Kopta  
[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com) 206.300.9455

This email notification was intended for planetemeraldjungle@live.com.

# 15

## Re: Copyright Infringement

10/03/11

dollydally81



dollydally81

contactus@cheezburger.com

To planetemeraldjungle@live.com

From: **dollydally81** (contactus@cheezburger.com)

Sent: **Mon 10/03/11 2:14 PM**

To: planetemeraldjungle@live.com

~~~~ Reply above this line ~~~~

Hi there Craig,

With all due respect, the attachment you sent does not provide us with information that proves ownership of this image. Our licensing department would like to work with you to purchase rights to use your image, but they need to have verification of ownership. If you can let us know the information needed to look up this image from the Library of Congress website, we would appreciate it. Or, you can send us a link to your website where the image appears under copyright.

Thank you,

Will

Cheezburger Network



[Give dollydally81 kudos!](#) Kudos help us rate how well we're supporting you.

On October 3, 2011 at 03:13PM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

Thank you for your help in this matter . . . Craig Kopla [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)  
Date: Fri, 30 Sep 2011 18:22:19 +0000

This email notification was intended for planetemeraldjungle@live.com.



## RE: Copyright Infringement

10/04/11

craig kopta



**craig kopta**

planetemeraldjungle@live.com

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

From: **craig kopta** (planetemeraldjungle@live.com)

Sent: Tue 10/04/11 5:14 PM

To: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

Cheezburger,

The attachment I sent is the receipt I received from the LOC.

It takes anywhere from 3 to 4 months (electronically) and 6 to 8 months (snail mail) to get the final copyright notice.

Until I get the final input from the copyright office you'll have to call them to get feedback.

What I would recommend is give the a call ((202) 707-5959 est and ask them the same questions you are asking me.

Phone: (202) 707-5959 or 1-877-476-0778 (toll free)

Give them my Interim Number I supplied you earlier and ask them how to proceed.

If you need more help give me a call at 206.300.9455

<http://www.copyright.gov/help/>

<http://www.copyright.gov/help/faq/>

I'll do what I can to get you the info you need . . .

craig kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

Date: Mon, 3 Oct 2011 20:14:20 +0000

From: [contactus@cheezburger.com](mailto:contactus@cheezburger.com)

To: [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)

Subject: Re: Copyright Infringement

~~~~ Reply above this line ~~~~





Hi there Craig,

With all due respect, the attachment you sent does not provide us with information that proves ownership of this image. Our licensing department would like to work with you to purchase rights to use your image, but they need to have verification of ownership. If you can let us know the information needed to look up this image from the Library of Congress website, we would appreciate it. Or, you can send us a link to your website where the image appears under copyright.

Thank you,

Will  
Cheezburger Network

 [Give dollydally81 kudos!](#) Kudos help us rate how well we're supporting you.

On October 3, 2011 at 03:13PM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

Thank you for your help in this matter . . . Craig Kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)  
Date: Fri, 30 Sep 2011 18:22:19 +0000

This email notification was intended for planetemeraldjungle@live.com.



## Re: Copyright Infringement

10/06/11

dollydally81



dollydally81

contactus@cheezburger.com

To planetemeraldjungle@live.com

From: **dollydally81** (contactus@cheezburger.com)

Sent: Thu 10/06/11 4:54 PM

To: planetemeraldjungle@live.com

~~~~ Reply above this line ~~~~

Hi there,

Thanks for the follow up email, however, the burden of proof is your responsibility. This image is widely available on the Internet, so we can't remove it or license it from you until you provide proof of ownership.

Best, Will Cheezburger Network

 [Give dollydally81 kudos!](#) Kudos help us rate how well we're supporting you.

On October 4, 2011 at 11:15PM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

Cheezburger, The attachment I sent is the receipt I received from the LOC. It takes anywhere from 3 to 4 months (electronically) and 6 to 8 months (snail mail) to get the final copyright notice. Until I get the final input from the copyright office you'll have to call them to get feedback. What I would recommend is give the a call ((202) 707-5959 est and ask them the same questions you are asking me. Phone: (202) 707-5959 or 1-877-476-0778 (toll free) Give them my Interim Number I supplied you earlier and ask them how to proceed. If you need more help give me a call at 206.300.9455 <http://www.copyright.gov/help/> <http://www.copyright.gov/help/faq/> I'll do what I can to get you the info you need. . . craig kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)  
Date: Mon, 3 Oct 2011 20:14:20 +0000

# 18A

## RE: Copyright Infringement

10/06/11

craig kopta

To: contactus@cheezburger.com

From: **craig kopta** (planetemeraldjungle@live.com)

Sent: Thu 10/06/11 9:39 PM

To: contactus@cheezburger.com

Cheezburger,

So after all your emails and questions it comes down to this . . .

Was contacting the Library of Congress a little to challenging for you?

And is there any reason why you didn't just make this input to begin with?

Or am I going to have to deal with every concern someone has in your organization.

How about you can get everyone together and come to some kind of agreement

as to what it is you really need so I can stop playing this cat and mouse game you're engaged in.

Or even better . . . Have the owner of your organization just call me and let me know what it is you actually have to have to put this to rest.

I really don't think you know what it is you need. Pull it together and come to one organized consensus.

You tell me "**Specifically**" what you have to have and I'll provide it. . .

The Blue Macaw is mine and I plan on keeping it.

If you don't care to help me than you should have said so from the beginning.

I don't care to engage in meaningless rhetoric anymore, so please Get It Together.

No more emails about what I need to do. It's you that needs to take action on this matter.

I don't even send my own family this many emails.

craig

Date: Thu, 6 Oct 2011 22:54:58 +0000

From: contactus@cheezburger.com

To: planetemeraldjungle@live.com

Subject: Re: Copyright Infringement

~~~~ Reply above this line ~~~~

Hi there,

Thanks for the follow up email, however, the burden of proof is your responsibility. This image is widely available on the Internet,

# 18<sub>B</sub>

so we can't remove it or license it from you until you provide proof of ownership.

Best, Will

Cheezburger Network



[Give dollydally81 kudos!](#) Kudos help us rate how well we're supporting you.

On October 4, 2011 at 11:15PM planetemeraldjungle <[planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)> wrote:

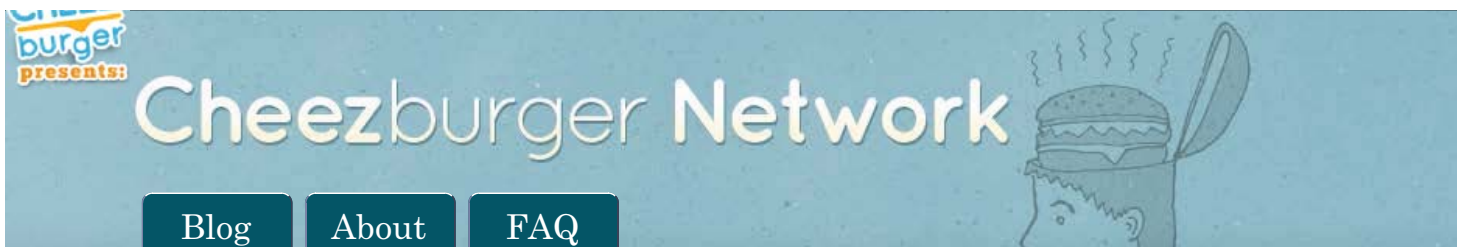
Cheezburger, The attachment I sent is the receipt I received from the LOC. It takes anywhere from 3 to 4 months (electronically) and 6 to 8 months (snail mail) to get the final copyright notice. Until I get the final input from the copyright office you'll have to call them to get feedback. What I would recommend is give them a call ((202) 707-5959 est and ask them the same questions you are asking me. Phone: (202) 707-5959 or 1-877-476-0778 (toll free) Give them my Interim Number I supplied you earlier and ask them how to proceed. If you need more help give me a call at 206.300.9455 <http://www.copyright.gov/help/> <http://www.copyright.gov/help/faq/> I'll do what I can to get you the info you need .  
... craig kopta [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com)  
Date: Mon, 3 Oct 2011 20:14:20 +0000

This email notification was intended for [planetemeraldjungle@live.com](mailto:planetemeraldjungle@live.com).



# THE HOSTING SITE





## *Legal*

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If you have questions or need more information about our legal policies, please feel free to view the following pages or [contact us](#) directly!

- [Copyright Infringement](#)
- [Copyright Tips](#)
- [Privacy Notice](#)
- [Terms of Use](#)



# Cheezburger Network

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## Copyright Infringement Notice

To file a copyright infringement notification with Pet Holdings, Inc, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Copyright Act to confirm these requirements).

Full info after the jump:

The following notice applies to his website, and any other website operated by Pet Holdings, Inc. (such as ICANHASCHEEZBURGER.COM website, IHASAHOTDOG.COM website, GRAPPHJAM.COM website, and PUNDITKITCHEN.COM)

To file a copyright infringement notification with Pet Holdings, Inc, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Copyright Act to confirm these requirements):

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 site are covered by a single notification, a representative list of such 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. **Providing URLs in the body of an email is the best way to help us locate content quickly.**
4. Information reasonably sufficient to permit the service provider 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.

Such written notice should be sent to our designated agent as follows:

Pet Holdings, Inc.  
190 Queen Anne Ave. N., Suite 250,  
Seattle, WA 98109

You may also send it to us via email at [icanhascheezburger+copyright@gmail.com](mailto:icanhascheezburger+copyright@gmail.com)

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

### Counter-Notification

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers.

### Contact Us

**Contact Us** is to tell us of any errors or problems, and offer any feedback or suggestions!

### Pages

- [About Cheezburger](#)
- [Advertising](#)
- [Cheezburger Bookmarklet](#)
- [FAQ](#)
- [Community Guidelines](#)
- [Copyright Tips](#)
- [Submissions](#)
- [Legal](#)
- [2011 Survey Giveaway](#)
- [API Terms Of Service](#)
- [Cheezburger Sites Terms](#)
- [Copyright Infringement Notice](#)
- [Privacy Notice](#)
- [Terms of Service and Use](#)
- [What It's Like to Work at Cheezburger](#)

### Links

- [Cheezburger Network Blog](#)
- [Contact Us](#)
- [Job Openings](#)
- [Store](#)
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## Cheezburger Network

### I CAN HAS CHEEZBURGER?

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I Has A Hotdog  
Daily Squee  
Historic LOLs  
My Food Looks Funny  
So Much Pun  
ROFLrazzi  
Totally Looks Like  
Must Have Cute  
If Style Could Kill  
It Made My Day  
Pundit Kitchen  
Lovely Listing  
Tots and Giggles  
Wedinator

### FAIL BLOG

FAIL Blog Home  
Failbook  
WIN!  
Poorly Dressed  
Learn From My Fail  
Engrish Funny  
That Will Buff Out  
Monday Through Friday  
Crazy Things Parents Say  
Up Next In Sports  
There I Fixed It  
After 12  
Holidays

### MEMEBASE

Memebase Home  
This Is Photobomb  
Very Demotivational  
GraphJam  
Señor Gif  
Picture Is Unrelated  
Comixed  
Derp  
Art of Trolling  
Go Cry Emo Kid  
Rage Comics

### THE DAILY WHAT

The Daily What  
TDW Geek

### MORE

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[Store](#)

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© 2007-2011 Cheezburger, Inc.



## Copyright Tips

The following is a general guide on what makes a picture copyright infringing and ineligible for upload on the Website.

**DISCLAIMER: WE ARE NOT YOUR ATTORNEYS, AND THE INFORMATION WE PRESENT HERE IS NOT LEGAL ADVICE. WE PRESENT THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY, AND WE ENCOURAGE YOU TO SEEK YOUR OWN COUNSEL.**

Posting copyright-infringing content can lead to the termination of your use of the website, and possibly monetary damages if a copyright owner takes you to court. Here are some GENERAL guidelines to help you determine whether your picture is eligible or whether it infringes someone else's copyright.

Full info after the jump.

### Make Sure Your Picture Does Not Infringe Someone Else's Copyrights

YOU create something completely original! If it's all yours, you never have to worry about the copyright—you own it! Be sure that all components of your picture are your original creation. For example, if someone else's trademark appears in your photo, you need to obtain permission from the trademark holder in order to post your photo to the Website.

### Commercial Content Is Copyright-Protected

DON'T make copies of copyright-protected content. The most common reason pictures for copyright infringement is that they are direct copies of content owned by another, and the owner has alerted us that the content is being used without permission. Once we become aware of an unauthorized use, we will remove the picture promptly. That is the law.

### Photos or images owned by somebody else are protected by that person's copyrights!

#### A Few Guiding Principles

1. It doesn't matter whether or not you give credit to the owner/author/songwriter—it is still protected by copyright.
2. It doesn't matter that you are not selling the picture for money—it is still protected by copyright.
3. It doesn't matter whether or not the picture contains a copyright notice—it is still protected by copyright.
4. It doesn't matter that you are not selling the picture for money—it is still copyrighted.
5. It doesn't matter whether other similar pictures appear on our site—it is still protected by copyright.
6. It doesn't matter if you created a collage of content—even though you edited it together, the individual pieces of content are still protected by copyright.

### What Will Happen If You Upload Infringing Content

Anytime we become aware that a picture or any part of a picture on the Website infringes the copyrights of a third party, we will take it down from the Website. We are required to do so by law. If you believe that a picture on the site infringes your copyright, send us a copyright notice and we will take it down. If you believe that we have removed a picture that you uploaded in error and that you are the copyright owner or have permission, you can file a counter notice and let us know. If you repeatedly post infringing content, your use of the Website will be terminated. This is also a requirement of the law.

### Using Some Copyright-Protected Content in Your Pictures

#### Contact Us

**Contact Us** to tell us of any errors or problems, and offer any feedback or suggestions!

#### Pages

- [About Cheezburger](#)
- [Advertising](#)
- [Cheezburger Bookmarket](#)
- [FAQ](#)
- [Community Guidelines](#)
- [Copyright Tips](#)
- [Submissions](#)
- [Legal](#)
- [2011 Survey Giveaway](#)
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- [What It's Like to Work at Cheezburger](#)

#### Links

- [Cheezburger Network Blog](#)
- [Contact Us](#)
- [Job Openings](#)
- [Store](#)
- [Tools for Developers](#)





While pictures that are direct copies of someone else's content are clear copyright violations, there are certain very limited circumstances in which the use may be legal even without permission. This is known as the "fair use" principle of copyright law.

If you would like to learn more about the principle of fair use, below are a few links to websites that discuss it. Please remember, however, that your decision about whether and how to exercise your fair use rights is solely yours, and we at Pet Holdings, Inc. bear no responsibility for your decision.

#### Fair Use Links on the Web

1. <http://www.copyright.gov/fls/fl102.html>
  2. [http://fairuse.stanford.edu/Copyright\\_and\\_Fair\\_Use\\_Overview/chapter9/](http://fairuse.stanford.edu/Copyright_and_Fair_Use_Overview/chapter9/)
  3. <http://www.copyrightwebsite.com/Info/Law/FairUse.aspx>
  4. <http://chillingeffects.org/fairuse/>
- 

## Cheezburger Network

### I CAN HAS CHEEZBURGER?

I Can Has Cheezburger?  
I Has A Hotdog  
Daily Squee  
Historic LOLs  
My Food Looks Funny  
So Much Pun  
ROFLrazzi  
Totally Looks Like  
Must Have Cute  
If Style Could Kill  
It Made My Day  
Pundit Kitchen  
Lovely Listing  
Tots and Giggles  
Wedinator

### FAIL BLOG

FAIL Blog Home  
Failbook  
WIN!  
Poorly Dressed  
Learn From My Fail  
Engrish Funny  
That Will Buff Out  
Monday Through Friday  
Crazy Things Parents Say  
Up Next In Sports  
There I Fixed It  
After 12  
Holidays

### MEMEBASE

Memebase Home  
This Is Photobomb  
Very Demotivational  
GraphJam  
Señor Gif  
Picture Is Unrelated  
Comixed  
Derp  
Art of Trolling  
Go Cry Emo Kid  
Rage Comics

### THE DAILY WHAT

The Daily What  
TDW Geek

### MORE

Know Your Meme  
LOLmart  
Trophies & Collectibles  
Cheezburger Network Blog  
FAQ  
Contact Us  
Advertise  
Jobs  
Tools for Developers

[Advertise](#)

[Contact Us](#)

[Job Openings](#)

[Tools for Developers](#)

[Cheezburger Network Blog](#)

[Store](#)

Powered by the cute and insane **WordPress**. [Entries \(RSS\)](#) and [Comments \(RSS\)](#).

**Legal Information:** **Cheezburger Company Blog™** is a trademark of Cheezburger, Inc. By using this site, you are agreeing by the site's [terms of use](#) and [privacy policy](#).

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## Privacy Notice

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Last Updated: October 19, 2010

The following privacy notice applies to this website, the sites listed at [www.cheezburger.com/sites](http://www.cheezburger.com/sites), and any sites which are operated by Pet Holdings Inc. (collectively, the "Websites"). We may change or update this policy from time to time, and we will notify you of any changes by changing the "last updated" notice set forth above. Accordingly, you should frequently visit this web page. Any updated policy shall be effective immediately after it is posted.

### Personal Information

1. **Activity.** We may ask for some personal information, including your e-mail address, for certain activities on the Websites, such as for uploading pictures and posting comments.
  2. **Usage Information.** We may record information about your usage, such as when you use the Websites, the channels, groups, and favorites you subscribe to, the contacts you communicate with, and the frequency and size of data transfers, as well as information you display or click on in the Websites (including UI elements, settings, and other information). We may use clear GIFs (a.k.a. "Web Beacons") in HTML-based emails sent to our users to track which emails are opened by recipients.
- We may use third party service providers to help us collect and analyze usage information. For example, we use the ClickTale web analytics service. ClickTale may record mouse clicks, mouse movements, scrolling activity as well as any text you type in the Websites. ClickTale does not collect personally identifiable information that you do not voluntarily enter in the Websites. ClickTale does not track your browsing habits across Websites which do not use ClickTale services. For more information see [Privacy Policy for Information Collected by the ClickTale Web Analytics Service](#). We are using the information collected by the ClickTale service to help identify ways we can improve and monetize our Websites.
3. **Content Uploaded to Site.** Any personal information or picture content that you voluntarily disclose online (on discussion boards, in messages and chat areas, etc.) becomes publicly available and you acknowledge that third parties may access, collect and use such content.

### Uses

1. **Personalized Features.** If you submit personally identifiable information to us through the Websites, we may use your personal information to operate, maintain, and provide to you the features and functionality of the Websites, as well as provide special personalized features to you.
2. **Other Users.** Certain information may be displayed to other users when you upload pictures or send messages through the Websites and other users can contact you through messages and comments. Any pictures that you submit to the Websites may be redistributed through the Internet and other media channels, and may be viewed by the general public.
3. **Use of Email for Administrative Purposes.** We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as for customer service purposes).
4. **Usage Trends; Optimization and Functionality.** We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous user usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the Websites and to create new features, promotions, functionality, and services by storing, tracking, and analyzing user preferences and trends.

### Cookies, IP Logs

We use cookies (or similar tracking technologies), clear gifs, and log file information to: (a) store information so that you will not have to re-enter it during your visit or the next time you visit the Websites; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e)

### Contact Us

**Contact Us** is to tell us of any errors or problems, and offer any feedback or suggestions!

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track your entries, submissions, and status in promotions, sweepstakes, and contests.

**Your Choices; Opt-out**

1. Submission of Personal Information. You may, of course, decline to submit personally identifiable information through the Websites, in which case you can still view pictures and explore the Websites, but we may not be able to provide certain services to you. You may also change certain personally identifiable information you submit to us by logging into your account.
2. Cookies. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies in the browser settings if you prefer. If you choose to decline cookies, you may not be able to sign in or use other Website features or services that depend on cookies. If you choose to accept cookies, your browser may allow you to delete cookies that you have accepted at a later date.
3. Third Party Networks. We may allow third-party advertising companies and networks to serve cookies on the Website and to serve ads to you when you visit the Websites. These companies and networks may use the log file information and/or information collected by cookies, Web beacons and similar technologies to provide advertisements about goods and services that they believe may be of interest to you. If you would like to prevent certain third parties from collecting and using such information (i.e., opt-out), or would like more information about these practices and to understand your choices regarding use of this information by these companies, you may visit [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp).

**Third Party Services**

Certain services offered through the Websites are subject to third party privacy policies. Facebook’s “Like” button is an example of this (and is subject to Facebook’s privacy policies).

**Additional Disclosure Policies**

We may share the information we collect from you to third parties in the following circumstances:

1. Compliance with Laws. We may disclose information we collect (including personally identifiable information) when we believe it is required to comply with the law, such as in response to a subpoena or court order. We may provide you with advance notice at our discretion; however, nothing in this policy entitles you to such notice.
2. Safety and Protecting Our Interests. We may disclose information we collect in order to prevent damage to our property (tangible and intangible), for safety reasons, or in the course of collecting amounts owed to us.
3. Business Transfers. We may use your information in the context of a merger, acquisition, business reorganization, debt financing or sale of company assets, or in the event of an insolvency, bankruptcy or receivership. In these transactions, the information which we collect may be freely transferred to third parties as one of our business assets (i.e., we do not have any obligation to notify you of any such transfer).
4. Business Transactions. We may share your information to our partners, contractors, and service providers as necessary to provide services to you or to otherwise improve our services.

**Contact Us**

If you have any questions about this notice, email us at [contactus@cheezburger.com](mailto:contactus@cheezburger.com) or write to Cheezburger Network, Attn: Privacy, 190 Queen Anne Ave N, Suite 310, Seattle, WA 98109.

# Cheezburger Network

## I CAN HAS CHEEZBURGER?

- I Can Has Cheezburger?
- I Has A Hotdodg
- Daily Squee
- Historic LOLs
- My Food Looks Funny
- So Much Pun
- ROFLrazz!
- Totally Looks Like
- Must Have Cure
- If Style Could Kill
- It Made My Day
- Pundit Kitchen
- Lovely Listing
- Tots and Giggles
- Wednator

## FAIL BLOG

- Fail Blog Home
- Failbook
- WIN!
- Poorly Dressed
- Learn From My Fail
- English Funny
- That Will Buff Out
- Monday Through Friday
- Crazy Things Parents Say
- Up Next In Sports
- There I Fixed It
- After 12
- Holidays

## MEMEBASE

- Membase Home
- This Is Photobomb
- Very Demotivational
- GraphJam
- Señor Gif
- Picture Is Unrelated
- Comixed
- Depp
- Art of Trolling
- Go Gry Erno Kid
- Rage Comics

## THE DAILY WHAT

- The Daily What
- TDW Geek

## MORE

- Know Your Meme
- LO!mart
- Trophies & Collectibles
- Cheezburger Network Blog
- FAQ
- Contact Us
- Advertise
- Jobs
- Tools for Developers

Advertise

Contact Us

Job Openings

Tools for Developers

Cheezburger Network Blog

Store

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**Legal Information:** **Cheezburger Company Blog™** is a trademark of Cheezburger, Inc. By using this site, you are agreeing by the site's **terms of use** and **privacy policy**.

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# Cheezburger Network

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[About](#)
[FAQ](#)


## Terms of Service and Use

LAST UPDATED: July 5, 2011

### 1. Your Acceptance

A. These terms of service (“Terms of Service”) are a binding legal agreement between you and Cheezburger, Inc. (“Cheezburger”), regarding your use of any sites owned by Cheezburger (including but not limited to this website, any of the other Cheezburger Network websites – i.e., the sites listed on CHEEZBURGER.COM/SITES), and any products or services available from the websites (collectively, the “Websites”). Please read these Terms of Service carefully. By accessing or using the Websites, you signify your agreement to (1) these Terms of Service, and (2) the Community Guidelines incorporated here by reference. If you do not agree to any of these terms or the Community Guidelines, please do not use the Websites.

B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version of the Terms of Service. Cheezburger, in its sole discretion, may modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

### 2. The Websites

A. These Terms of Service apply to all users of the Websites, including users who are also contributors of content, information, and other materials or services on the Websites.

B. The Websites may contain links to third party websites that are not owned or controlled by Cheezburger. Cheezburger has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Cheezburger will not and cannot censor or edit the content of any third-party site. By using the Websites, you expressly relieve Cheezburger from any and all liability arising from your use of any third-party website.

### 3. General Use of the Websites — Permissions and Restrictions

Cheezburger hereby grants you a revocable, non-transferable, and non-exclusive permission to access and use the Websites as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Websites, including but not limited to Content and User Submissions (each as defined below), without Cheezburger’s prior written authorization.
- B. You agree not to alter or modify any part of the Websites, including but not limited to Cheezburger’s technologies.
- C. You agree not to access User Submissions (defined below) or Content through any technology or means other than as authorized by the this Terms of Service or a written agreement between you and Pet Holdings.
- D. You agree not to use the Websites for any commercial use without the prior written authorization of Cheezburger. Prohibited commercial uses include, but are not limited to, any of the following actions taken without Cheezburger’s express approval:
  1. Sale of access to the Websites, Content or services via another website or medium (such as a mobile application);
  2. Use of the Websites, Content or services for the purpose of gaining advertising or subscription revenue;
  3. The sale of advertising, on the Websites or any third-party website, targeted to the content of specific User Submissions or the Content;
  4. Any use of the Websites, Content, User Submissions or services that Cheezburger finds, in its sole discretion, has the effect of competing with or displacing the market for the Websites, Content or User Submissions.
  - E. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses the Websites in a manner that sends more request messages to the Cheezburger servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Cheezburger grants

### Contact Us

**Contact Us** to tell us of any errors or problems, and offer any feedback or suggestions!

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the operators of public search engines permission to use spiders to copy materials from the Websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Cheezburger reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information from the Websites, nor to use the communication systems provided by the Websites for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Websites with respect to their User Submissions.

F. You will otherwise comply with the terms and conditions of these Terms of Service, Community Guidelines, and all applicable local, national, and international laws and regulations.

G. You agree not to impersonate any person or organization.

H. You agree not to harass any other user.

I. Cheezburger reserves the right to discontinue any aspect of the Websites or services at any time.

#### **4. Your Use of Content on the Website**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content on the Websites.

A. The content on the Websites, except all User Submissions, including without limitation, the text, software, scripts, graphics, photos, sounds, music, pictures, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Cheezburger, subject to copyright and other intellectual property rights under the law. Content on the Websites is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Cheezburger reserves all rights not expressly granted in and to the Websites and the Content.

B. You may access User Submissions solely:

1. For your information and personal use in accordance with these Terms of Service; and

2. As intended through the normal functionality of the Websites.

C. User Comments (as defined below) are made available to you for your information and personal use solely as intended through the normal functionality of the Websites. User Comments are made available "as is," and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the Website or otherwise as expressly authorized under this Agreement.

D. You may access Content, User Submissions and other content only as permitted under this Agreement. Cheezburger reserves all rights not expressly granted in and to the Content and the Websites.

E. You agree to not use, copy, reproduce, transmit, broadcast, sell, license, download, or otherwise exploit any of the Content other than as expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Websites for any commercial purposes.

F. You agree not to circumvent, disable or otherwise interfere with security-related features of the Websites or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Websites or the Content therein.

G. You understand that when using the Websites, you will be exposed to User Submissions from a variety of sources, and that Cheezburger is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Cheezburger with respect thereto, and agree to indemnify and hold Cheezburger, its owners, operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Websites.

H. API, RSS FEED AND "ADD TO YOUR BLOG" FUNCTIONALITY. From time to time Cheezburger may allow you to access and display Content via an application protocol interface (API), RSS Feed, linking mechanism (e.g., "Add To Your Blog"), or other means ("Permitted Distribution Mechanisms"). All such usage must comply with this Terms of Service and any applicable Permitted Distribution Mechanisms terms posted by Cheezburger. For example, you may not aggregate the Content on your website or application, whether through an RSS Feed or otherwise, and any such aggregation is an express violation of the Terms of Service. Similarly, any commercial exploitation of the Content by you (without the express written or email authorization of Cheezburger) is a violation of the Terms of Service. You may access the Content through the API, you may do so with the prior written or email consent of Cheezburger, and by using the Cheezburger API you agree to the API Terms of Service located at our [API Terms Of Service Page](#). You may only use the Permitted Distribution Mechanisms in connection with a non-commercial application or website unless otherwise permitted by Cheezburger in writing. By way of example, your application must be free of charge, and you may not sell or monetize your application or website in any manner, including, but not limited to, charging end users to obtain your application or displaying advertisements via your application or website or banner advertisements on or around the Content. Cheezburger may revoke your right to use any Permitted Distribution Mechanism in its sole discretion. Cheezburger may limit the nature and amount of Content you access via a Permitted Distribution Mechanism in its sole discretion.

#### **5. Your User Submissions and Conduct**

A. You may submit content (e.g., photographs, graphics, videos) and/or user comments ("User Comments") to Cheezburger. User submitted content and User Comments are collectively referred to as

"User Submissions". You understand that whether or not such User Submissions are published, Cheezburger does not guarantee any confidentiality with respect to any User Submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have all the necessary licenses, rights, consents, and permissions to use and authorize Cheezburger to use all patent, trademark, trade secret, copyright or other intellectual property or proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Websites and these Terms of Service.

C. For clarity, you retain ownership of all copyrights you may have in your User Submissions. However, by submitting User Submissions to Cheezburger, you hereby grant Cheezburger a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, adapt, modify, sell, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions (in whole or in part), for any purpose whatsoever, and to incorporate User Submissions in other works in any form, media, or technology now known or later developed. The foregoing license shall be broadly construed, and shall include, without limitation the right to: (i) promote and redistribute part or all of the User Submissions (and derivative works thereof) in any media formats and through any media channels, (ii) incorporate the User Submissions on tangible or intangible products (e.g., cups, clothing) for resale or otherwise, and (iii) use the User Submissions for promotional purposes, whether to promote the Websites, other Cheezburger products or services, or third party products or services. By way of clarification and not limitation, you acknowledge that you will not be entitled to any royalties or any other payment as a result of any efforts by Cheezburger to exploit any User Submissions. By way of further clarification, Cheezburger may freely sublicense the rights that you grant it in this Section to a third party. To the extent necessary for Cheezburger to exercise its rights under the foregoing license, you hereby grant Cheezburger a perpetual, royalty-free and irrevocable license to exploit any personality, publicity, or privacy rights in and to the User Submissions and in your likeness as contained therein. You also hereby grant each user of the Website a non-exclusive license to access your User Submissions through the Websites, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Websites and under these Terms of Service.

D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy, personality and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Cheezburger all of the license rights granted herein.

E. You agree that your conduct on the Website will comport with the Community Guidelines which may be updated from time to time.

F. Cheezburger does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Cheezburger expressly disclaims any and all liability in connection with User Submissions. Cheezburger does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Cheezburger will remove all Content and User Submissions if properly notified in a manner consistent with law and Cheezburger's Copyright Infringement Notification policy that such Content or User Submission infringes on another's intellectual property rights. Cheezburger reserves the right to remove Content and User Submissions without prior notice.

G. If you provide feedback to us regarding the Websites, Content, or User Submissions ("Feedback"), you authorize us to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to us perpetual and irrevocable license to use the Feedback for any purpose.

## **6. Termination Policy**

A. You may terminate your use of the Website at any time. Cheezburger may suspend or terminate your access to the Websites or terminate these Terms of Service, at any time, for any reason. If Cheezburger suspects that you have violated any provision of these Terms of Service, Cheezburger may also seek any other available legal remedy. Your rights under these Terms of Service will terminate automatically if you breach any part of these Terms of Service. You remain solely liable for all obligations related to use of the Websites, even after you have stopped using the Websites.

B. Cheezburger reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, laws regulating obscene or defamatory material. Cheezburger may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

## **7. Copyright Infringement**

A. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

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 site are covered by a single notification, a representative list of such 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

4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have 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 you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Cheezburger's designated Copyright Agent to receive notifications of claimed infringement is:

Attention: Copyright Agent

Cheezburger, Inc.

190 Queen Anne Ave. N., Suite 310

Seattle, WA 98109

You acknowledge that if you fail to comply with all of the requirements of this Section 8(A) your DMCA notice may not be valid.

- B. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:
  1. Your physical or electronic signature;
  2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
  3. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
  4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Seattle, Washington and a statement that you will accept service of process from the person who provided notification of the alleged infringement.If a counter-notice is received by the Copyright Agent, Cheezburger may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Cheezburger's sole discretion.
- C. Repeat Infringers. Cheezburger will terminate the access privileges of any user whom it deems, in its sole authority, has repeatedly infringed the copyright rights of others.

#### **8. Warranty Disclaimer**

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#### **9. Limitation of Liability**

IN NO EVENT SHALL CHEEZBURGER, ITS MANAGERS, MEMBERS, EMPLOYEES, LICENSORS, SUPPLIERS, OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR ACCESS TO OR USE OF THE WEBSITES, CONTENT, USER SUBMISSIONS OR THE PRODUCTS AND SERVICES AVAILABLE ON THE WEBSITES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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#### **10. Indemnity**

You agree to defend, indemnify and hold harmless Cheezburger, its managers, members, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Websites; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party rights, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party or to Cheezburger. This defense and indemnification obligation will survive these Terms of Service and your termination of use of the Websites.

#### **11. Privacy**

Cheezburger may collect registration and other information about you through the Websites. Cheezburger's collection, use, and disclosure of this information are governed by the Cheezburger Privacy Policy available at <http://corp.cheezburger.com/legal/privacy-policy/>.

#### **12. Paid Products and Services**

Some of our Websites allow you to purchase products and service from Cheezburger or its suppliers. You will be asked to provide billing information (e.g., your credit card information) and to authorize a charge to your credit card for the applicable fees, taxes and shipping, as applicable. Generally, charges associated with your purchase of Cheezburger's products and services will appear on your credit card bill as Cheezburger Network. You represent and warrant that you have the right and authority to charge payment to the account associated with the credit card information you submit. If you have any questions about a purchase you made on our Websites and the corresponding credit card charges, please contact us at [contactus@cheezburger.com](mailto:contactus@cheezburger.com). All sales are subject to Cheezburger's Terms of Sale which are incorporated herein by reference in their entirety.

#### **13. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess the consent of your legal parent or guardian, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Websites are not intended for children under 13. If you are under 13 years of age, then please do not use the Websites. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

#### **14. Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Cheezburger without restriction.

#### **15. General**

By using the Websites, you consent to receiving electronic communications from Cheezburger. These communications will include notices about your account and information concerning or related to the Websites and/or Cheezburger products and services. You agree that any notice, agreement, disclosure or other communication that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. These Terms of Service shall be governed by the internal substantive laws of the State of Washington, without respect to its conflict of laws principles. Any claim or dispute between you and Cheezburger that arises in whole or in part from the Websites shall be settled exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration will be conducted in Seattle, Washington, and judgment on the arbitration award may be entered into any court of competent jurisdiction. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Washington law. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. These Terms of Service, together with any other legal notices published by Cheezburger on the Websites, shall constitute the entire agreement between you and Cheezburger concerning the Websites. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Cheezburger's failure to assert any right or provision

under these Terms of Service shall not constitute a waiver of such right or provision. Cheezburger reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Websites following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND CHEEZBURGER AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### 16. Contacting Cheezburger

If you have any questions or concerns about these Terms of Service or the Websites, please send us a thorough description by email to [contactus@cheezburger.com](mailto:contactus@cheezburger.com).

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- [Daily Squee](#)
- [Historic LOLs](#)
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