Remedies for Small Copyright Claims
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.
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?
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\textsuperscript{rd} Party Photo Tracking Software
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  206.300.9455
Hi there Craig,

Thanks for contacting us. Can you send us the user's profile name, the image URL 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
Hi 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

On September 22, 2011 at 02:51AM planetemeraldjungle@live.com wrote:

Hi again Craig.

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

Your help would be greatly appreciated. Please contact me at the phone/email below if you have any further questions.

and on about 40 other pages. Could you contact the individual(s) posting the pictures and ask them to use a different image.

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 the site where the Blue Macaw is located. The main page is identified as an image that belongs to Planetemeraldjungle LLC. 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.

Thanks for your time.

On September 22, 2011 at 02:51AM planetemeraldjungle@live.com wrote:

--- Reply above this line ---

To: planetemeraldjungle@live.com
Send: Thu 9/22/11 4:35 PM
From: dollydally81 (contactus@cheezburger.com)

To: planetemeraldjungle@live.com
Contact: contactus@cheezburger.com

Re: Copyright Image
Thank you, Craig Kopta, for contacting us regarding the copyright infringement issue you mentioned. We have received your email and are working on addressing the matter. To assist us further, please provide us with the following information:

1. The user's profile name.
2. The image URL as it appears on our site.
3. A copy or link to your image for verification.

Thank you for your patience as we work through this. We look forward to hearing from you soon.

Best regards,

[Signature]
Cheezburger Network
Contents of "Paranoid Parrot.Zip"
Contents of “Paranoid Parrot.Zip”

http://knowyourmeme.com/photos/175872-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175873-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175874-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175876-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175877-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175878-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175879-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175880-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175881-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175882-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175883-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175885-paranoid-parrot#content_title
http://knowyourmeme.com/photos/175886-paranoid-parrot#content_title
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

---

On September 22, 2011 at 10:51PM planetemeraldjungle <planetemeraldjungle@live.com> wrote:

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

(Bio) (VCard)
From: craig kopta (planetemeraldjungle@live.com)

To: contactus@cheezburger.com, duncanturner@badgleymullins.com

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

Subject: RE: Copyright Infringement

9/23/11

craig kopta

craig kopta

planetemeraldjungle@live.com

To contactus@cheezburger.com, duncanturner@badgleymullins.com

Download all as zip

Download (123.0 KB)

View slide show (1)

Download (281.2 KB)

Download (281.2 KB)

3 attachments (total 1115.4 KB)
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

---

On September 22, 2011 at 10:51PM planetemeraldjungle <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

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
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
206-621-6566
www.badgleymullins.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

--- Reply above this line ---

Subject: Re: Copyright Infringement
To: planetemeraldjungle@live.com
Cc: Duncan Turner
duncanturner@badgleymullins.com
From: contactus@cheezburger.com
Sent: Friday, September 23, 2011 1:47 PM
To: contactus@cheezburger.com
Cc: Duncan Turner
duncanturner@badgleymullins.com

Attached you find the list of links you requested.

craig kopta 206.300.9455
duncanturner@badgleymullins.com

--- Reply above this line ---

Subject: Re: Copyright Infringement
To: planetemeraldjungle@live.com
Cc: Duncan Turner
duncanturner@badgleymullins.com
From: contactus@cheezburger.com
Sent: Fri, 23 Sep 2011 15:35:25 +0000
To: contactus@cheezburger.com
Cc: Duncan Turner
duncanturner@badgleymullins.com

On September 22, 2011 at 10:51PM planetemeraldjungle <planetemeraldjungle@live.com> wrote:

Here's a zip file of the links in question . . . Thank you in assisting me with this. craig kopta 206.300.9455

--- Reply above this line ---

It's from: duncanturner@badgleymullins.com

On September 22, 2011 at 9:38AM duncanturner@badgleymullins.com wrote:

Thank you for your assistance.

--- Reply above this line ---

Subject: Re: Copyright Infringement
To: planetemeraldjungle@live.com
Cc: Duncan Turner
duncanturner@badgleymullins.com
From: contactus@cheezburger.com
Sent: Thu, 22 Sep 2011 20:55:35 +0000
To: contactus@cheezburger.com
Cc: Duncan Turner
duncanturner@badgleymullins.com

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

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

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 Cheezburger.com

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.

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

Craig Kopta 206.300.9455 planetemeraldjungle@live.com
Subject: RE: Copyright Infringement
To: planetemeraldjungle@live.com
From: contactus@cheezburger.com
Date: Fri, 23 Sep 2011 15:35:25 +0000

Hi Craig,

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

Thanks,

Will
Cheezburger Network

--- 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 dollydally81 kudos! Kudos help us rate how well we're supporting you.

On September 23, 2011 at 08:47PM planetemeraldjungle <planetemeraldjungle@live.com> wrote:

Attached you find the list of links you requested . . . craig kopta 206.300.9455 planetemeraldjungle@live.com
Date: Fri, 23 Sep 2011 15:35:25 +0000

This email notification was intended for planetemeraldjungle@live.com.
Subject: Re: Copyright Infringement
To: planetemeraldjungle@live.com
From: contactus@cheezburger.com
Date: Mon, 26 Sep 2011 23:09:23 +0000

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

--- Reply above this line ---

On September 23, 2011 at 08:47PM planetemeraldjungle <planetemeraldjungle@live.com> wrote:

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

Craig Kopta
planetemeraldjungle@live.com

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

Hi Craig,

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

Craig Kopta
planetemeraldjungle@live.com

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

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

Dollydailyly

To: contactus@cheezburger.com
Sent: Tue 9/27/11 6:36 PM
From: craig kopta (planetemeraldjungle@live.com)
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

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 206.300.9455
Hi Craig,

~~~ Reply above this line ~~~

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

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

Dollydaily,

Craig Kopta planetemeraldjungle@live.com 206.300.9455

---

FW: Copyright Infringement

Subject: Re: Copyright Infringement
To: planetemeraldjungle@live.com
From: contactus@cheezburger.com
Sent: Fri 9/30/11 9:29 AM

Hi Craig, We have sent your request to our licensing department. They have kindly requested the registration number of document.

---

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

Craig Kopta planetemeraldjungle@live.com 206.300.9455

1 attachment (35.2 KB)
A

All the best,

Will Cheezburger Network

Give dollydally81 kudos! Kudos help us rate how well we're supporting you.

On September 23, 2011 at 08:47PM planetemeraldjungle@live.com wrote:

Attached you find the list of links you requested . . . craig kopta 206.300.9455 planetemeraldjungle@live.com

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

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

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

Acknowledgement of Uploaded Deposit
Hi there,

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

All the best,

Will
Cheezburger Network

---

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

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

---

On October 3, 2011 at 03:19PM planetemeraldjungle@live.com wrote:

Thank you for your help in this matter . . . Craig Kopta planetemeraldjungle@live.com

Date: Fri, 30 Sep 2011 18:22:19 +0000

This email notification was intended for planetemeraldjungle@live.com.
to contactus@cheezburger.com

From: craig kopta (planetemeraldjungle@live.com)

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

Subject: Re: Copyright Infringement

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.

The receipt I received from the LOC states:

Copyright Office
Library of Congress
Washington, DC 20559

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

From: contactus@cheezburger.com

To: planetemeraldjungle@live.com

Subject: Re: Copyright Infringement

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

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

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

If you need more help give me a call at 206.300.9455

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

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

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

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

craig kopta planetemeraldjungle@live.com

To: contactus@cheezburger.com

From: craig kopta (planetemeraldjungle@live.com)

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

Subject: Re: Copyright Infringement

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 Office
Library of Congress
Washington, DC 20559

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

From: contactus@cheezburger.com

To: planetemeraldjungle@live.com

Subject: Re: Copyright Infringement

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

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

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

If you need more help give me a call at 206.300.9455

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

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

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

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

craig kopta planetemeraldjungle@live.com
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

On October 3, 2011 at 03:13PM planetemeraldjungle <planetemeraldjungle@live.com> wrote:

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

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

Thank you for the follow up email. I also know the burden of proof is your responsibility. This image is widely available on the Internet.

--- Reply above this line ---
Hi Craig,

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

I don't care to engage in meaningless rhetoric anymore, so please get it together.

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

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

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

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

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

Or even better . . . have the owner of your organization just call me and let me know what it is so we can stop playing this cat and mouse game you're engaged in.

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

Or what is the reason why you didn't just make this input to begin with?

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

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

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

---

From: craig kopta (planetemeraldjungle@live.com)
To: contactus@cheezburger.com
Sent: Thu 10/06/11 9:39 PM
---

RE: Copyright Infringement

---

From: contactus@cheezburger.com
To: planetemeraldjungle@live.com
Sent: Thu, 6 Oct 2011 22:54:58 +0000
---

To: contactus@cheezburger.com
From: craig kopta (planetemeraldjungle@live.com)
Sent: Thu 10/06/11 9:39 PM
---

RE: Copyright Infringement
so we can’t remove it or license it from you until you provide proof of ownership.

Best, Will
Cheezburger Network

Give dollydaily81 kudos! Kudos help us rate how well we’re supporting you.

On October 4, 2011 at 11:15PM planetemeraldjungle <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
Date: Mon, 3 Oct 2011 20:14:20 +0000

This email notification was intended for planetemeraldjungle@live.com.
THE HOSTING SITE
Legal

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
Copyright Infringement Notice – Cheezburger Company Blog

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 one of the designated agents 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

Please also 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.

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.
## 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
- Wedinatar

### 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 Photoshopped
- Very Demotivational
- GraphJam
- Senior 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

---

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.

© 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.

#### Copyright Tips

**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 that you are not selling the picture for money—it is still protected by copyright.
6. It doesn't matter if you created a collage of content—even though you did it together, the individual works 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 believe you have the right to post, or that you are the copyright owner, and we have taken it down upon receipt of your notice, you can file a counter notice and let us know. If we do not respond to your counter notice within 10 business days, it is our belief that we have removed a picture that you believe you have the right to post, or that you are the copyright owner, and we have taken it down upon receipt of your notice.

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

We encourage you to use copyright-protected content in your pictures, as long as you follow the copyright laws. Here are some tips:

1. **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.

2. **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.

3. **Photos or images owned by somebody else are protected by that person's copyright.**

4. **A Few Guiding Principles**
   - It doesn't matter whether or not you give credit to the owner/author/songwriter—it is still protected by copyright.
   - It doesn't matter that you are not selling the picture for money—it is still protected by copyright.
   - It doesn't matter whether or not the picture contains a copyright notice—it is still protected by copyright.
   - It doesn't matter that you are not selling the picture for money—it is still copyrighted.
   - 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.
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**

2. [http://fairuse.stanford.edu/Copyright_and_Fair_Use_Overview/chapter9/](http://fairuse.stanford.edu/Copyright_and_Fair_Use_Overview/chapter9/)
Privacy Notice – Cheezburger Company Blog

Last Updated: October 15, 2010

The following privacy notice applies to the websites, the sites listed at 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 this information to help us understand your behavior on the Websites, which in turn helps us to 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, except as part of a specific program or feature for which you have consented or except as part of the site's usage trends and optimization and functionality.

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) improve the quality and design of the Websites and to create new features, versions, and services.
track your entries, submissions, and status in promotions, sweepstakes, and contests.

1. Submission of Personal Information. You may, of course, decline to submit personally identifiable information through the Websites. If you do not have any accounts (or do not choose to update or delete any accounts) 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.

4. Additional Disclosure Policies
- 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).

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 transfers).

4. Business Transactions. We may share information in the course of providing 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 or write to Cheezburger Network, Attn: Privacy, 190 Queen Anne Ave N, Suite 310, Seattle, WA 98109.
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 any 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 on any platform or medium (such as a mobile phone 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 websites, 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 online web browser. Notwithstanding the foregoing, Cheezburger grants you permission to use automated systems to retrieve the publicly available information on the Websites, but these systems must be explicitly authorized in writing by Cheezburger.

4. General Use of the Websites — Restrictions

You agree not to use any of the Websites, Content or services in any manner that could damage or adversely affect any of the following:

A. The Websites

B. Sources of servers, services or content on the Websites.

C. The services of providers of any third-party services, including, but not limited to, websites not owned or controlled by Cheezburger.

D. Your search engine from your use of any third-party website.

E. Any other aspect of the performance or operation of the Websites.

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5. Your Acceptance

I have read and accept the aforementioned terms.
Terms of Service and Use – Cheezburger Company Blog

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

2. You may access User Submissions solely:

   B. You may access User Submissions solely:

   1. 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

   3. You agree not to use, copy, reproduce, transmit, broadcast, sell, license, download, or otherwise

   4. You may access Content, User Submissions and other content only as permitted under this

   D. You may access Content, User Submissions and other content only as permitted under this

   E. You agree to not use, copy, reproduce, transmit, broadcast, sell, license, download, or otherwise

   F. You agree not to circumvent, disable or otherwise interfere with security-related features of the

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

   H. You agree not to harass any other user.

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

   F. You agree not to circumvent, disable or otherwise interfere with security-related features of the

   E. You agree to not use, copy, reproduce, transmit, broadcast, sell, license, download, or otherwise

   D. You may access Content, User Submissions and other content only as permitted under this

   C. User Comments (as defined below) are made available to you for your information and personal use

   B. You may access User Submissions solely:

   A. The content on the Websites, except all User Submissions, including without limitation, the text,

   H. API, RSS FEED AND “ADD TO YOUR BLOG” FUNCTIONALITY. From time to time Cheezburger may

   G. You agree not to distribute User Submissions of third parties obtained through the Websites for any commercial

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Terms of Service and Use – Cheezburger Company Blog

1. You agree to the provision of a description of infringing material ("Feedback") and you authorize Cheezburger to use that Feedback without restriction and without payment to you. Accordingly, 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 acknowledge that you will not be entitled to any royalties or other compensation.

2. Cheezburger reserves the right to remove any content that it determines infringes upon the copyrights of a third party. Cheezburger may also seek any other available legal remedy. Your rights under these Terms of Service will terminate automatically if you fail to comply with any of 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.

3. 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. Cheezburger does not guarantee any confidentiality with respect to any User Submissions.

4. 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, non-exclusive license to access your User Submissions through the Websites, and to use, 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, in whole or in part, in any 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 through the Websites or Cheezburger's marketing and promotional materials, products, or services; (ii) incorporate the User Submissions (and derivative works thereof) in any media formats and through any media channels, (iii) prepare derivative works based upon the User Submissions, (iv) license the User Submissions to third parties, and (v) sublicense the rights that you grant it in this Section to a third party. To the extent necessary for Cheezburger to exploit any User Submissions.

5. In connection with User Submissions, you affirm, represent, and/or warrant that: you own all copyrights you may have in your User Submissions; you have the right to grant the licenses granted herein; you have the necessary licenses, rights, consents, and permissions to grant the licenses granted herein; you have the authority to grant the licenses granted herein; and the User Submissions you submit do not infringe, and will not infringe, the copyright, trademark, trade secret or other intellectual property or proprietary rights of any third party.

6. You agree that you may not submit User Submissions that: (i) contain any viruses or other harmful components; (ii) infringe upon the intellectual property or proprietary rights of another; (iii) are defamatory, illegal or obscene; (iv) encourage illegal activity or promote or incite to commit any crime; (v) are intended to or otherwise create or promote any hate crime; (vi) are intended to generate revenues for any business other than Cheezburger; (vii) are intended to cause harm or annoyance; (viii) are intended to harass anyone; (ix) are intended to promote unwanted or unsolicited material; (x) are intended to promote a commercial enterprise; (xi) contain material protected by trade secret or otherwise subject to third party proprietary rights, including but not limited to rights of publicity, privacy, and personality; (xii) are intended to be used for purposes other than those directly related to communicating information; or (xiii) are intended to be offensive to any individual or group.

7. You agree to indemnify, defend, and hold harmless Cheezburger against any claims, actions, or demands, including reasonable legal costs and expenses, arising in connection with your use of the Websites and/or your User Submissions.

8. You agree to notify Cheezburger in a manner consistent with law and Cheezburger's Copyright Infringement Notification policy that contains the following: (i) 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; (ii) identification of the material that is claimed to be infringing or to be the subject of infringing activity; (iii) information reasonably sufficient to permit Cheezburger to locate the material; (iv) information permitting Cheezburger to contact you, such as an address, telephone number, and an electronic mail address if available; and (v) 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.

9. You agree that you shall not use the Websites in any manner that would violate these Terms of Service or any applicable law.

10. You agree to abide by all applicable laws, rules, and regulations, including those relating to the use of the Websites.

11. You agree to abide by the Community Guidelines which may be updated from time to time.

12. You agree to indemnify, defend, and hold harmless Cheezburger against any claims, actions, or demands, including reasonable legal costs and expenses, arising in connection with your use of the Websites and/or your User Submissions.
Terms of Service and Use – Cheezburger Company Blog

Continuing waiver of such term or any other term, and Cheezburger's failure to assert any right or provision hereunder will not constitute a waiver of that or any other right or provision. Any waiver of any term of these Terms of Service with respect to any party will not affect the other terms of these Terms of Service or the ability to enforce those or any other terms with respect to that party. No waiver of any term of these Terms of Service shall be deemed a further or successive waiver of such term or any other term. A party waives any right under these Terms of Service only if it has express written consent, which it will not give.

If a court finds any provision of these Terms of Service to be unenforceable, the other provisions will remain enforceable. Any litigation against Cheezburger arising under or related to these Terms of Service will be brought exclusively in the courts of King County, in the State of Washington, and you hereby consent and submit to the personal jurisdiction and venue of such courts.

13. Ability to Accept Terms of Service

By using the Websites, you are expressing your irrevocable consent to the terms of these Terms of Service. You represent and warrant that prior to your registration with or access to the Websites, you had sufficient opportunity to review these Terms of Service and agree to be bound by these Terms of Service.

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

If you have any questions about these Terms of Service, please contact us at contactus@cheezburger.com.

We, Cheezburger, make no warranty that the Websites will be available or perform according to your expectations at all times, including, but not limited to, the times when you need them.

16. 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/.

17. Payment Products and Services

You represent and warrant that you have the right and authority to charge payment for your purchase of Cheezburger's products and services will appear on your credit card bill as Charged by 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 purchase@cheezburger.com.

18. Originality

You agree that all content that you submit or post to the Websites and/or Cheezburger products and services is original, that you have the right to submit or post such content, and that such content does not contain any falsehoods, misrepresentations, or otherwise infringe on the rights of others.

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.

19. Waiver

No waiver of any term of these Terms of Service shall be deemed a further or successive waiver of such term or any other term. A party waives any right under these Terms of Service only if it has express written consent, which it will not give.

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18. Originality

You agree that all content that you submit or post to the Websites and/or Cheezburger products and services is original, that you have the right to submit or post such content, and that such content does not contain any falsehoods, misrepresentations, or otherwise infringe on the rights of others.

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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.