

## Copyright

**Please read carefully before using this Site.**

Welcome to [www.ecmoves.com](http://www.ecmoves.com) (hereinafter referred to as the “Site.”) Your use of the website(s) on which these Notices reside (including, without limitation, versions of such websites optimized for mobile (collectively, the “Site”) and the content and services at this Site are subject to these Copyright Notices of Use (or “Notices,”) which we may update from time to time. The Notices “We,” “Us” and/or “Our” refer to Eclectic Movement, Inc. and/or its affiliates worldwide and any of Our affiliated companies as appropriate to the context. The Notices “You” and/or “Your” refers to any person accessing and/or using the Site.

All contents on this Site and all materials this Site (including without limitation the texts, graphics, photographs, music, audio materials, video materials, audio-visual materials, logos, icons, and images and the selection arrangement thereof, is the exclusive property of Eclectic Movement, Inc. and/or its affiliates worldwide and is protected by the United States of America and/or International Copyright Laws. All rights reserved.

Copyrights protects original works of authorship as soon as Eclectic Movement, Inc. fixes the work in a tangible form of expression. Thus, it gives Eclectic Movement, Inc. and/or its affiliates worldwide the exclusive right to copy, distribute, adapt, display, and perform creative work.

### **Copyright Infringement**

Copyright protects original works of authorship fixed in a tangible medium of expression. Copyright infringement occurs when any one or more of the following rights is violated:

- 1) reproduction;
- 2) adaptation;
- 3) distribution to the public;
- 4) performance in public; or
- 5) display in public.

Your use of Our Website and Services does not grant You any ownership rights to Our Content. It is Eclectic Movement, Inc. and/or its affiliates worldwide Notice to enforce its copyrights against any third party infringer. To ensure that You DO NOT infringe on any Eclectic Movement, Inc. and/or its affiliates worldwide copyrighted materials, files and/or Content, DO NOT, without express permission from Eclectic Movement, Inc. and/or its affiliates worldwide engage in any of the following:

- DO NOT directly or indirectly copy, reproduce, or distribute any Eclectic Movement, Inc. and/or its affiliates worldwide. materials which include, but are not limited to, materials such as books, publications, CD, music, sermons, online curricula, web content, diagrams, text, images, and graphics published by Eclectic Movement, Inc. and/or its affiliates worldwide. in any format.
- DO NOT directly or indirectly modify or create derivative works of any Eclectic Movement, Inc. and/or its affiliates worldwide materials.

- DO NOT copy, reproduce, or modify source code or object code of any Eclectic Movement, Inc. and/or its affiliates worldwide Content.
- DO NOT create an emulator or simulator of a Eclectic Movement, Inc. and/or its affiliates worldwide materials such as a Eclectic Movement, Inc. and/or its affiliates worldwide router, in a manner that is likely to confuse the public about the source of the emulator or simulator.
- DO NOT create materials that look as though they originated from or are endorsed by Eclectic Movement, Inc. and/or its affiliates worldwide.
- DO NOT imitate the color or visual appearance of Eclectic Movement, Inc. and/or its affiliates worldwide materials, Content and/or products.
- DO NOT use Eclectic Movement, Inc. and/or its affiliates worldwide icons as graphical design elements in Your materials. These icons should be used only in network design diagrams.
- DO NOT distribute Eclectic Movement, Inc. and/or its affiliates worldwide works, materials and/or Content by sale, rental, or other disposition.
- DO NOT store backup copies of illegally obtained CD/DVD rips, TV shows.

Note that Eclectic Movement, Inc. and/or its affiliates worldwide also prohibits the facilitation of copyright infringement. This means linking to pirated files, opening BitTorrent trackers that primarily features illegal procedures.

To submit a notice of claimed copyright infringement, you will need to provide us with the following information:

- Identification of the copyrighted work claimed to have been infringed (it could be a link to your original work or clear description of the materials allegedly being infringed upon;
- Identification of the infringing material and information reasonably sufficient to permit Eclectic Movement, Inc. and/or its affiliates worldwide to locate the material on the Services;
- Your contact information, including name, address, telephone number and email address;
- The statement “I hereby state that I have good faith belief that the disputed use of the copyrighted material is not authorized by the copyrighted owner its agent, or the law.” “I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright that is allegedly infringed;”
- A physical or electronic signature (in this case your full name will suffice) of the copyright owner or a person authorized to act on their behalf.

Your completed Digital Millennium Copyright Act (DMCA) notice and/or any notice of a legal nature should be sent to Eclectic Movement, Inc. and/or its affiliates worldwide or if you require further information with respect to our Notices and Policies should be sent by hand or reputable express delivery service such as FedEx, UPS and/or Certified USPS to:

Eclectic Movement, Inc.  
 Attn: Aengus Group – Legal Affairs  
 1001 Brickell Bay Drive Suite 2700

Miami-Brickell, FL 33131

Likewise, if you believe that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. To do this, please respond to our original email notification of removal with the following information:

- Identification of the material that has been removed or to which access has been disabled and the location where the material appeared before it was removed;
- Your name, address and telephone number;
- A statement indicating your consent to the jurisdiction of federal district court for the judicial district where your address is located;
- The following statement “I swear, under penalty of perjury, that I have good faith belief that the material was removed or disabled as a result of mistake or misidentification;”
- A physical or electronic signature (in this case your full name will suffice).

Upon receipt of valid counter-notification, Aengus group will forward it to the notifying party who submitted the original Digital Millennium Copyright Act (DMCA) notification. The notifying party shall then have FIFTEEN (15) business days.

### **Copyright Laws**

According to US copyright laws, and International Copyright Law, a copyright is a legal consult that protects the right to copy creative works. Materials protected are usually in the form of pictures, music, literary works, videos, etc., although technically any creative expression can be protected under copyright law.

A copyright is a form of protection for original works of authorship, including books, magazines articles, software, art, music, photographs, videos, etc. a user of this site(s) may download or print a single copy of any copyrighted Site content for personal, non-commercial informational use, provided the User cites the website and Eclectic Movement, Inc. and/or its affiliates worldwide appropriately, and doesn't remove any trademark, copyright, or other such notice contained therein, and copy or post such content on any networked computer.no portion of this Site may be used in a publication or commercial purposes without written permission of Eclectic Movement, Inc. and/or its affiliates worldwide.

In keeping with the Digital Millennium Copyright Act (DMCA) which you can read up at the US Copyright office website, we will respond swiftly to any claims of copyright infringement that is reported to us.

All Eclectic Movement, Inc. and/or its affiliates worldwide Copyrights is attributed with the proper copyright symbol and footnoted on all presentations that are displayed publicly, whether in hard copy, or electronically.

Eclectic Movement, Inc. and/or its affiliates worldwide is the owner of all right, title, and interest in the Eclectic Movement, Inc. and/or its affiliates worldwide brand, its other copyrighted brands and its logos. No person or entity may reproduce or use the Eclectic Movement, Inc. and/or its affiliates worldwide brands, copyrights or logos in any manner other than expressly authorized by Eclectic Movement, Inc. and/or its affiliates worldwide. Unauthorized use of Eclectic Movement, Inc. and/or its affiliates worldwide brand is strictly prohibited.

### **Consequences and Penalties**

Eclectic Movement, Inc. and/or its affiliates worldwide takes the protection of its (copyright) contents and materials very seriously. The legal penalties for copyright infringement are:

- 1) Infringer pays the actual dollar amount of damages and profits.
- 2) The law provides a range from \$25,000 to \$250,000 for each work infringed.
- 3) Infringer pays for all attorneys fees and court costs.

### **Jurisdiction**

The Site is controlled and operated by Eclectic Movement, Inc. and/or its affiliates worldwide from within the United States, and is not intended to subject Eclectic Movement, Inc. and/or its affiliates worldwide to the laws or jurisdiction United States of America and International Laws with respect to the respective country. This Copyright Notice will be governed by and construed in accordance with the laws of the United States of America and International Laws with respect to the respective country without regard to conflicts of laws principles.

### **Your consent**

By using our site, you consent to our processing of your information according to this privacy Notice. Processing here includes using cookies on a computer or handheld device, including but not limited to, collecting, storing, deleting, using, combining and disclosing information.

If you reside outside the United States, your information will be transferred, processed and stored there under United States privacy standards.

### **Entire Agreement**

These Notices constitutes a binding agreement between You and Eclectic Movement, Inc. and/or its affiliates worldwide, and are accepted by You upon Your use of the Site or Your account. These Notices constitute the entire agreement between You and Eclectic Movement, Inc. and/or its affiliates worldwide regarding the use of the Site and Your account. By using the Site You represent that You are capable of entering into a binding agreement, and that You agree to be bound by these Notices.