



## REMOVAL OF CUSTOMER CONTENT POLICY

### 1. Purpose of Policy

- 1.1. This policy sets out the circumstances in which SunnyHost (ABN 28 918 544 714), trading as SunnyHost ("SunnyHost") may remove content ("Customer Content") placed or maintained on any servers operated and provided to the customer by SunnyHost ("SunnyHost Servers") in response to a complaint from a third party that the Customer Content includes material which infringes a third party's intellectual property rights, is defamatory of the third party, is misleading or deceptive, or is otherwise unlawful.

### 2. Procedure for notifying SunnyHost of infringement of third party rights

- 2.1. A person or company ("Third Party") which considers that Customer Content infringes its intellectual property or other legal rights (or those of an entity it represents) may notify SunnyHost of its claim by email to [legal@sunnyhost.com.au](mailto:legal@sunnyhost.com.au).
- 2.2. The notification must include the following information:
  - 2.2.1. the full name, address, telephone number and email address (if possible) of the Third Party;
  - 2.2.2. identification of the website on which the Customer Content which is the subject of the notice ("Notified Content") is hosted;
  - 2.2.3. a clear identification of the Notified Content, which is sufficiently detailed to enable SunnyHost to identify and locate the Notified Content;
  - 2.2.4. a clear explanation of the basis on which the Notified Content is alleged to infringe the Third Party's or other entity's rights;
  - 2.2.5. if the claimed infringement is of the intellectual property rights, a clear description of the intellectual property which the Third Party claims has been infringed, and of the basis on which the Third Party or other entity asserts rights in relation to the intellectual property (e.g. ownership of registered trade mark);
  - 2.2.6. if the Third Party is not the entity whose rights are alleged to have been infringed, a statement of the basis on which the Third Party is entitled to act on behalf of that entity; a statement that the Third Party, after having made all necessary enquiries, believes that the content of the notice is accurate; and
  - 2.2.7. a physical or electronic signature of the Third Party.
- 2.3. SunnyHost will forward notification which complies with paragraph 2.2 to the Customer named in it.

### **3. Removal of Notified Content**

- 3.1. SunnyHost may (but is not obliged to) remove or disable access to Notified Content if:
  - 3.1.1. SunnyHost does not receive a response from the Customer which complies with paragraph 4 within fourteen days of forwarding the notification to the Customer;
  - 3.1.2. SunnyHost does not consider that the Customer's response adequately addresses the claim made in the notification; or
  - 3.1.3. SunnyHost considers the allegations made in the notification are sufficiently serious to warrant immediate removal of the Notified Content.

### **4. Customer Response**

- 4.1. A Customer who has received a notification in accordance with paragraph 2 may provide SunnyHost with a response within fourteen days of receiving the notification by email to the following email address [legal@sunnyhost.com.au](mailto:legal@sunnyhost.com.au).
- 4.2. A response must include the following information:
  - 4.2.1. the full name, address, telephone number and email address of the Customer;
  - 4.2.2. a statement that the Notified Content has been removed from the Customer's website, or a clear statement of the reasons why the Customer does not consider that the Third Party is entitled to require the removal of the Notified Content;
  - 4.2.3. a statement that the Customer, after having made all necessary enquiries, believes that the content of the response accurate; and
  - 4.2.4. a physical or electronic signature of the Customer.

### **5. Reinstatement of Notified Content**

- 5.1. If SunnyHost has removed or disabled access to Notified Content before receiving a response that complies with paragraph 4, it may (but is not obliged to) reinstate the Notified Content unless the Third Party notifies it within fourteen days of SunnyHost forwarding the response to the Third Party that the Third Party has commenced legal action to restrain the Customer from continuing to include the Notified Content on its website.