

Incorporated Terms – Infringing Materials Protocol

Date of Last Revision: January 1, 2025

The terms below are incorporated into, and form an integral part of, the BigCommerce [Master Services Agreement](#). Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Agreement. Any breach of the terms below will be deemed a material breach of the Agreement.

1. **Protocol.** BigCommerce complies with the provisions of the Digital Millennium Copyright Act (DMCA) and applicable law for copyright infringement. In addition, because the DMCA provides a useful framework for resolving disputes surrounding allegedly infringing materials in other contexts or jurisdictions, where applicable, BigCommerce applies this protocol to other allegations of infringement of intellectual property rights.
2. **Reporting Claims of Infringement.** BigCommerce will respond to notices of infringement that comply with applicable law. If an intellectual property rights holder believes that there has been a violation of his/her rights on a site that is hosted by BigCommerce or a BigCommerce subsidiary, the intellectual property rights holder may request that BigCommerce remove or disable the material by submitting written notification to our Intellectual Property Agent. If you knowingly make a material misrepresentation that material or activity is infringing your copyright, you may be held liable for damages under applicable law. The written notification must include the following:
 - a) A signature (physical or electronic) of a person authorized to act on the intellectual property rights owner's behalf.
 - b) Identification of the intellectual property rights that are claimed to have been infringed, or, if the claim involves multiple works, a representative list of such works.
 - c) Identification of the material that is claimed to be infringing, with information sufficient to permit BigCommerce to locate the material.
 - d) Contact information for the person giving the notification, including name, address, telephone, and email address.
 - e) A statement that the person giving the notification has a good faith belief that use of the allegedly infringing material is not authorized by the intellectual property rights holder, its agent, or the law.
 - f) A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the intellectual property rights owner.

BigCommerce's designated Intellectual Property Agent to receive such notices is:

Intellectual Property Agent
c/o Legal Department
11305 Four Points Drive
Building II, First Floor
Austin, TX 78726
USA
1-888-699-8911
copyright@bigcommerce.com

Reports may also be submitted through the online DMCA Form, provided they adhere to the specified format and content requirements outlined therein.

3. **Counter-Notifications.** If you believe that your material was removed or disabled by mistake or misidentification, you may file a counter-notice with BigCommerce by submitting written notification to BigCommerce's Intellectual Property Agent. If you knowingly make a material misrepresentation that material

or activity was removed or disabled by mistake or misidentification, you may be held liable for damages under applicable statutes. The counter-notice must contain substantially all the following:

- a) A signature (physical or electronic) of the person submitting the counter-notification.
 - b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
 - c) Contact information for the person submitting the counter-notification, including name, address, telephone, and email address.
 - d) A statement under penalty of perjury by the person submitting the counter-notification that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification.
 - e) A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which you reside (or if residing outside the United States, for any United States judicial district in which BigCommerce may be found) and that you will accept service from the person (or an agent of that person) who submitted the notice at issue.
4. **Repeat Infringement.** It is BigCommerce's policy in appropriate circumstances to disable and/or terminate the accounts of customers who repeatedly infringe intellectual property rights.

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