Copyright & Trademark Policy

Vizbl Systems, Inc.

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Important: Copyright and trademark claims are different. DMCA counter-notice procedures apply to copyright claims, not automatically to trademark disputes.

1. Purpose and Scope

This Copyright and Trademark Policy ("Policy") explains how Vizbl Systems, Inc. ("Vizbl," "we," "us," or "our") addresses claims that content or activity available through the Vizbl platform infringes copyright or trademark rights. This Policy applies to vizbl.com, go.vizbl.com, Vizbl-hosted pages, public catalogs, dashboards, viewers, APIs, SDKs, applications, integrations, and other services operated by Vizbl (collectively, the "Platform").

This Policy is incorporated into the Vizbl Terms of Use and, where applicable, the Master Services Agreement, Platform and Developer Services Agreement, Order Forms, and other agreements governing use of the Platform.

Vizbl respects intellectual-property rights and expects Customers, Authorized Users, Developers, publishers, and End Users to do the same. A person who uploads, publishes, distributes, or otherwise makes content available through the Platform represents and warrants that the person has all rights, licenses, permissions, and authority required for that use.

2. Vizbl Intellectual Property and Brand Rights

Vizbl owns or licenses the Platform and associated software, source code, APIs, SDKs, viewers, documentation, user interfaces, designs, text, graphics, photographs, video, audio, 3D assets, workflows, databases, compilations, and other materials, except for Customer Content and third-party materials.

The VIZBL name, VIZBL logo, related logos, product names, service names, slogans, trade dress, domain names, and other source identifiers are trademarks, service marks, or protected brand assets of Vizbl Systems, Inc. Some marks may be registered in particular jurisdictions and classes, while others may be protected through pending applications or common-law rights. Vizbl uses the ® symbol only for marks registered in the relevant jurisdiction and may use ™ or SM for unregistered or pending marks. A registration protects a mark only within the scope of the applicable registration, goods or services, territory, and governing law.

Except as expressly authorized in writing, no person may use a Vizbl mark in a company name, product name, domain name, social-media identifier, advertising keyword, metadata, app listing, marketplace listing, logo, badge, endorsement statement, or other manner likely to cause confusion, imply sponsorship or affiliation, dilute the mark, or misrepresent the source of goods or services.

Permitted nominative or descriptive references to Vizbl must be truthful, necessary to identify Vizbl or interoperability with the Platform, no more extensive than reasonably necessary, and must not suggest sponsorship, approval, partnership, certification, or endorsement.

3. Copyright Notices Under the DMCA

If you believe in good faith that material available through the Platform infringes a copyright that you own or are authorized to enforce, you may submit a written notification to Vizbl's designated copyright agent. To be effective under 17 U.S.C. § 512(c)(3), the notification must substantially include all of the following:

- a physical or electronic signature of the copyright owner or a person authorized to act on the owner's behalf;
- identification of the copyrighted work claimed to have been infringed, or, if multiple works at one online location are covered, a representative list of those works;
- identification of the material claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to permit Vizbl to locate it, including the exact URL, product page, asset identifier, account, screenshot, or other specific location information;
- information reasonably sufficient for Vizbl to contact the complaining party, including name, mailing address, telephone number, and email address;
- a statement that the complaining party has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law, including any applicable license, limitation, exception, or fair-use doctrine; and
- a statement, made under penalty of perjury, that the information in the notification is accurate and that the complaining party is the copyright owner or is authorized to act on behalf of the owner of an exclusive right allegedly infringed.

4. How to Submit a Copyright Notice

Copyright notices should be sent to the contact listed in Section 16 and must identify the subject line as "DMCA Copyright Notice." Notices sent elsewhere may be delayed.

Vizbl may request additional information reasonably necessary to evaluate or process a notice. A notice that does not substantially comply with applicable law may be rejected, but Vizbl may voluntarily investigate or act on incomplete notices without waiving any right, defense, limitation, or safe harbor.

Before submitting a notice, the complaining party should carefully consider whether the challenged use may be authorized by license, ownership, fair use, exhaustion, public-domain status, or another legal limitation or exception.

5. Copyright Counter-Notifications

If material you submitted was removed or disabled in response to a copyright notice and you believe in good faith that removal resulted from mistake or misidentification, you may send a written counter-notification to Vizbl's designated copyright agent. To be effective under 17 U.S.C. § 512(g)(3), the counter-notification must substantially include:

- your physical or electronic signature;
- identification of the material removed or disabled and the location where it appeared before removal or disabling;
- a statement under penalty of perjury that you have a good-faith belief that the material was removed

or disabled as a result of mistake or misidentification;

- your name, mailing address, telephone number, and email address;
- a statement consenting to the jurisdiction of the United States Federal District Court for the judicial district in which your address is located, or, if your address is outside the United States, for any judicial district in which Vizbl may be found; and
- a statement that you will accept service of process from the person who submitted the original notice or that person's agent.

6. Restoration After a Counter-Notification

Upon receipt of a valid counter-notification, Vizbl may provide a copy to the original complainant and inform the complainant that Vizbl may restore the material or cease disabling access. Subject to applicable law, Vizbl may restore the material not less than ten (10) and not more than fourteen (14) business days after receipt of the counter-notification unless the designated agent first receives notice that the complainant has filed an action seeking a court order restraining the alleged infringement.

Vizbl may decline to restore material for reasons independent of the copyright claim, including violation of another Vizbl policy, contract, law, court order, safety requirement, technical requirement, or third-party platform rule.

7. Misrepresentations and Abuse of the Notice Process

A person who knowingly materially misrepresents that material is infringing or that material was removed or disabled by mistake may be liable for damages, costs, and attorneys' fees under applicable law, including 17 U.S.C. § 512(f).

Do not submit notices or counter-notifications for harassment, retaliation, competition suppression, removal of lawful criticism, enforcement of rights you do not own, or disputes unrelated to copyright. Vizbl may reject abusive submissions, restrict access to reporting tools, preserve evidence, and refer suspected fraud or unlawful conduct to appropriate authorities.

8. Trademark Complaints

The DMCA notice-and-counter-notice process applies to copyright claims and does not create a statutory process for trademark disputes. A trademark owner or authorized representative may nevertheless submit a trademark complaint to Vizbl containing the following information:

- identification of each trademark, service mark, trade name, trade dress, or logo claimed to be infringed, including registration number, registration office, jurisdiction, owner, goods or services, and a copy or link to the registration where applicable;
- identification of the allegedly infringing material and exact location on the Platform, including URLs, account names, product pages, screenshots, listings, asset identifiers, or other information sufficient to locate it;
- a clear explanation of the legal basis for the claim, including the allegedly unauthorized use, relevant goods or services, and why the use is likely to cause confusion, deception, false affiliation, dilution, counterfeiting, or another actionable violation;

- information sufficient to contact the complainant, including name, organization, address, telephone number, and email address;
- a statement that the complainant has a good-faith belief that the challenged use is not authorized by the rights owner, its agent, or the law;
- a statement that the information supplied is accurate and that the complainant is the owner or is authorized to act for the owner; and
- a physical or electronic signature.

9. Responses to Trademark Complaints

A person whose material is restricted because of a trademark complaint may submit a written response explaining the basis for lawful use and providing supporting evidence. Relevant evidence may include ownership, authorization, license, consent, priority, geographic scope, classification of goods or services, nominative fair use, descriptive use, comparative advertising, parody, noncommercial use, lack of confusion, or another applicable defense.

Vizbl is not a court or trademark tribunal and is not required to adjudicate complex ownership, validity, priority, territorial, fair-use, or likelihood-of-confusion disputes. Vizbl may require the parties to resolve the dispute directly or through a court or competent authority. Vizbl may maintain, remove, restrict, restore, or disable material in good faith based on the information available, platform safety, legal risk, contractual obligations, and applicable law.

10. Repeat Infringer Policy

Vizbl has adopted and reasonably implements a policy providing for termination, in appropriate circumstances, of subscribers and account holders who are repeat copyright infringers. Vizbl may suspend or terminate accounts of users who repeatedly infringe intellectual-property rights and may consider the number, timing, nature, credibility, and disposition of notices; counter-notifications; retractions; court decisions; repeated use of the same material; efforts to evade enforcement; and other relevant circumstances.

Mere accusation does not automatically establish infringement. Vizbl may disregard notices that are incomplete, fraudulent, duplicative, withdrawn, successfully countered, unsupported, or submitted by a person lacking authority. Vizbl may act immediately in cases involving apparent counterfeiting, piracy, fraud, court orders, serious legal exposure, or repeated evasion.

11. Vizbl Enforcement and Preservation of Rights

Vizbl may remove, disable, restrict, suspend, demote, preserve, or investigate content or accounts when Vizbl reasonably believes that action is appropriate to address intellectual-property claims, comply with law or legal process, enforce agreements or policies, protect users or third parties, preserve safe-harbor protections, prevent fraud, or protect the Platform.

Vizbl may forward a notice, counter-notification, trademark complaint, response, or related information to the affected user, the complaining party, service providers, advisors, authorities, courts, or others as reasonably necessary to process the matter or comply with law. Personal information will be handled in

accordance with the Privacy Policy and applicable law.

Vizbl's action or inaction does not constitute a determination that infringement has or has not occurred, an endorsement of any party's legal position, or a waiver of Vizbl's rights, defenses, immunities, limitations, or remedies.

12. Court Orders and Other Legal Process

Vizbl will comply with valid court orders and other binding legal process. Vizbl may require a court order, settlement, consent, or other legally sufficient basis before resolving disputes involving ownership, validity, priority, territory, licensing, fair use, or other contested issues that cannot reasonably be determined from the parties' submissions.

Nothing in this Policy prevents Vizbl from removing or restricting material under its contracts, Terms of Use, Acceptable Use Policy, Professional Use Policy, or other Policies even where no court order has been issued.

13. Customer and Developer Responsibilities

Customers and Developers are responsible for ensuring that Customer Content, Customer Applications, product listings, 3D models, CAD files, images, logos, reviews, Generated Outputs, and other materials used with the Platform do not infringe or misappropriate intellectual-property, publicity, privacy, or other rights.

Customers must maintain procedures for receiving and addressing complaints relating to content displayed through Customer-controlled websites or applications. Where Vizbl merely provides embedded, hosted, API, SDK, or infrastructure functionality, the Customer may be the party best positioned to remove or modify the challenged content. Vizbl may refer complainants to the applicable Customer while retaining the right to act at the Platform level.

14. Other Intellectual-Property and Related Complaints

The DMCA procedure in this Policy is limited to copyright claims. Trademark complaints are handled under Sections 8 and 9. Claims involving patents, trade secrets, rights of publicity, privacy, design rights, contract rights, domain-name disputes, counterfeit goods, or other legal theories should be sent to legal@vizbl.com with sufficient information to identify the claimant, the right asserted, the challenged material, its exact location, and the requested action. Vizbl may require a court order or other legally sufficient process before acting on complex or contested claims.

A complainant should submit separate notices for materially different legal theories where doing so will help Vizbl evaluate the claims. Submission of a complaint does not create an attorney-client relationship, impose a duty on Vizbl to adjudicate the dispute, or waive any right or defense.

14A. Standard Technical Measures

To the extent required by 17 U.S.C. § 512(i), Vizbl accommodates and does not interfere with standard technical measures used by copyright owners to identify or protect copyrighted works, provided those measures satisfy the statutory requirements and do not impose substantial costs or burdens on Vizbl

systems or networks.

14B. Information Sharing and Privacy

By submitting a notice, counter-notification, complaint, or response, you acknowledge that Vizbl may share the submission and related contact information with the affected user, the original complainant, service providers, professional advisers, courts, governmental authorities, or other persons as reasonably necessary to process the matter, comply with law, or protect rights. Do not submit sensitive personal information that is not necessary for the claim. Vizbl handles personal information in accordance with its Privacy Policy.

15. Changes to this Policy

Vizbl may update this Policy from time to time. Material changes will be posted on the applicable legal page or communicated by reasonable means. Changes required for law, legal process, security, fraud prevention, platform integrity, or protection of third-party rights may take effect immediately.

16. Copyright and Trademark Contact Information

Copyright notices and counter-notifications:

Vizbl Systems, Inc.
Attn: Designated Copyright Agent
155 S. Fair Oaks Ave, Suite 1005
Pasadena, California 91105, United States
Email: copyright@vizbl.com

Trademark complaints and responses:

Email: legal@vizbl.com
Subject line: “Trademark Complaint”

General intellectual-property questions should be sent to legal@vizbl.com. Sending a notice to a personal email address, sales representative, social-media account, or unrelated support channel may delay processing. The canonical public URL for this Policy is /legal/copyright-trademark-policy.

For purposes of obtaining and maintaining the limitations on liability available under 17 U.S.C. § 512, Vizbl must separately register and keep current its designated copyright agent information in the U.S. Copyright Office’s online directory. Publication of this Policy alone does not complete that registration.