

COPYRIGHT AND TAKEDOWN POLICY

SIA Synchron - shookout.com

Effective Date: 07.04.2026

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1. INTRODUCTION

1.1 Purpose

This Copyright and Takedown Policy ("**Policy**") describes the procedures by which SIA Synchron, a limited liability company incorporated under the laws of the Republic of Latvia, registration number 40203436468, registered address Unijas iela 74A - 45, Riga, Latvia ("**Company**," "**we**," "**us**," or "**our**"), receives and processes reports of intellectual property infringement and other illegal content on the shookout.com digital goods marketplace (the "**Platform**").

1.2 Dual Framework

The Platform serves a global audience. This Policy implements two parallel legal frameworks for content removal:

(a) DMCA (United States): The Digital Millennium Copyright Act, 17 U.S.C. § 512, which provides a notice-and-takedown procedure for copyright infringement and safe harbour protections for qualifying service providers.

(b) DSA (European Union): Regulation (EU) 2022/2065 (the Digital Services Act), which establishes a notice-and-action mechanism for all categories of illegal content, along with obligations regarding internal complaint-handling, transparency, and trusted flaggers.

Company maintains compliance with both frameworks simultaneously. A single report may be processed under one or both frameworks, depending on the nature of the content, the location of the parties, and the applicable law.

1.3 Relationship to Other Documents

This Policy supplements and should be read together with:

- [Terms of Service](#), Section 8 (Notice, Takedown, and Content Moderation Procedures);
- [Community Guidelines](#), Sections 4 (Intellectual Property Rules) and 9 (Reporting Violations);

- [Seller Agreement](#), Sections 4 (Intellectual Property) and 11 (Platform Rights and Remedies);
- [Privacy Policy](#), Sections 5 and 12 (data sharing and automated content moderation).

In the event of conflict between this Policy and the Terms of Service, the Terms of Service shall prevail.

1.4 Designated Copyright Agent

In accordance with 17 U.S.C. § 512(c)(2), Company has designated the following agent to receive notifications of claimed copyright infringement:

Copyright Agent SIA Synchron Unijas iela 74A - 45, Riga, Latvia Email: copyright@shookout.com

2. OUR POLICY ON COPYRIGHT AND INTELLECTUAL PROPERTY

2.1 Commitment

Company respects the intellectual property rights of creators, rights holders, and the public. The Platform is designed to enable the lawful sale and licensing of original digital content. We do not tolerate infringement and will act on valid reports in accordance with this Policy.

2.2 Seller Obligations

All Sellers represent and warrant, under the [Seller Agreement](#), Section 4, that their Digital Goods: (a) are original works created by the Seller, or are fully and properly licensed for the distribution model used on the Platform; (b) do not infringe any third-party copyright, trademark, patent, trade secret, or other intellectual property right; and (c) comply with all applicable open-source licence obligations where open-source components are incorporated.

2.3 Proactive Measures

In addition to the reactive notice-and-takedown and notice-and-action procedures described below, Company may, at its discretion: (a) deploy automated content recognition and matching technologies to detect potentially infringing content; (b) conduct manual reviews of listings flagged by automated systems or community reports; (c) require Sellers to provide licence documentation for third-party assets upon request, as set forth in the [Community Guidelines](#), Section 4.3; and (d) restrict or remove content where Company has actual knowledge or awareness of infringement, regardless of whether a formal notice has been received.

2.4 Scope of Intellectual Property Covered

This Policy covers reports relating to: (a) **copyright** (unauthorised reproduction, distribution, or adaptation of copyrighted works); (b) **trademarks** (unauthorised use of trademarks, service marks, or trade dress in a manner likely to cause confusion); (c) **other intellectual property rights** (patent infringement, trade secret misappropriation, and design right infringement, to the extent applicable to Digital Goods); and (d) **related rights** (database rights, sui generis rights, and performers' rights).

While the DMCA-specific procedures in Section 3 apply to copyright infringement only, the DSA notice-and-action procedures in Section 4 apply to all categories of illegal content, including but not limited to IP infringement.

3. DMCA TAKEDOWN NOTICE REQUIREMENTS (UNITED STATES)

3.1 Eligibility

A DMCA takedown notice may be submitted by the copyright owner or a person authorised to act on behalf of the copyright owner. This procedure applies specifically to claims of copyright infringement under United States law.

3.2 Required Elements

In accordance with 17 U.S.C. § 512(c)(3), a valid DMCA takedown notice must be a written communication submitted to our Designated Copyright Agent (Section 1.4) and must include **all** of the following six elements:

(1) Signature. A physical or electronic signature of the copyright owner, or a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

(2) Identification of the Copyrighted Work. 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 Infringing Material. 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 Company to locate the material. This must include the specific URL(s) or other unique identifiers on the Platform where the allegedly infringing material is located.

(4) Contact Information. Information reasonably sufficient to permit Company to contact the complaining party, including the name, mailing address, telephone number, and email address of the complaining party.

(5) Good Faith Statement. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law.

(6) Accuracy and Authority Statement. A statement that the information in the notification is accurate, and **under penalty of perjury**, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

3.3 Submission

DMCA takedown notices must be submitted to:

- **Email** (preferred): copyright@shookout.com
- **Mail:** Copyright Agent, SIA Synchron, Unijas iela 74A - 45, Riga, Latvia

3.4 Incomplete Notices

If a DMCA notice does not substantially comply with the requirements of Section 3.2, Company will: (a) promptly notify the complainant of the deficiency; (b) identify the specific missing or deficient elements; and (c) provide the complainant with a reasonable opportunity (not exceeding ten (10) business days) to submit a compliant notice. Incomplete notices that are not corrected within this period will not be actioned upon, though Company reserves the right to take voluntary action where it has independent grounds to believe infringement has occurred.

3.5 Effect of Valid DMCA Notice

Upon receipt of a valid DMCA takedown notice, Company will: (a) expeditiously remove or disable access to the allegedly infringing material; (b) notify the Seller (or User) whose content has been removed or disabled ("**Affected User**") of the takedown, including the nature of the claim and the identity of the complainant (to the extent required by law); and (c) inform the Affected User of their right to submit a counter-notification under Section 6.

4. DSA NOTICE-AND-ACTION PROCEDURE (EUROPEAN UNION)

4.1 Scope

In accordance with Articles 16 and 17 of Regulation (EU) 2022/2065 (the Digital Services Act), any individual or entity may submit a notice to Company regarding content available on the Platform that the notifier considers to be illegal under EU law or the national law of an EU Member State. This procedure is not limited to copyright infringement; it applies to all categories of illegal content, including but not limited to: (a) intellectual property infringement; (b) consumer protection violations; (c) illegal goods or services; (d) hate speech; (e) terrorist content; (f) content violating individual rights (e.g., defamation, privacy violations); and (g) any other content illegal under applicable EU or national law.

4.2 Required Elements

A DSA notice must contain the following information, in accordance with Article 16(2) DSA:

(1) Explanation of Illegality. A sufficiently substantiated explanation of the reasons why the notifier considers the content to be illegal, including reference to the specific legal provision(s) allegedly violated.

(2) Location of Content. A clear indication of the exact electronic location of the content, such as the exact URL(s) or other identifier(s) enabling Company to identify and locate the content.

(3) Contact Information. The name and email address of the individual or entity submitting the notice, except in cases involving content related to criminal offences involving the sexual abuse or exploitation of children (CSAM), where anonymity shall be preserved.

(4) Good Faith Declaration. A statement confirming the notifier's bona fide belief that the information and allegations contained in the notice are accurate and complete.

4.3 Submission

DSA notices may be submitted through:

- **In-Platform Reporting:** the "Report" function available on every listing, review, and user profile;
- **Email:** copyright@shookout.com (for IP-related notices) or report@shookout.com (for all other illegal content);
- **Mail:** Legal Department, SIA Synchron, Unijas iela 74A - 45, Riga, Latvia.

4.4 Processing

Upon receipt of a DSA notice, Company will:

- (a) Send an electronic acknowledgement of receipt to the notifier without undue delay;
- (b) Process the notice in a timely, diligent, non-arbitrary, and objective manner, taking into account: (i) the type, severity, and scope of the allegedly illegal content; (ii) the rights and legitimate interests of all parties; and (iii) applicable law, including fundamental rights (freedom of expression and information, as protected by Article 11 of the Charter of Fundamental Rights of the European Union);
- (c) Make a decision on the notice and take action where appropriate, which may include: (i) removal of the content; (ii) disabling access to the content; (iii) restricting the visibility of the content; (iv) adding a warning label or notice; (v) suspending or terminating the Affected User's account; or (vi) taking no action where the notice does not establish illegality;

(d) Notify the notifier of the decision without undue delay, providing: (i) the decision taken; (ii) the reasons for the decision, including (where relevant) the legal basis; (iii) information regarding available redress mechanisms, including the internal complaint-handling system (Section 6.4), out-of-court dispute settlement, and judicial remedies;

(e) Notify the Affected User of the decision without undue delay, providing the same information as (d) above (except where prohibited by law, e.g., ongoing criminal investigations or CSAM cases), and inform them of their right to appeal through the internal complaint-handling system.

4.5 Statement of Reasons

In accordance with Article 17 DSA, Company will provide a clear and specific statement of reasons for every content moderation decision, whether taken in response to a notice or on Company's own initiative. The statement will include: (a) the facts and circumstances relied upon; (b) reference to the legal ground or contractual ground (Terms of Service, Community Guidelines, or Seller Agreement provision) for the decision; (c) where applicable, information on the use of automated means in reaching the decision, including whether the decision was taken or assisted by automated tools; and (d) information on the redress possibilities available.

5. TRUSTED FLAGGERS

5.1 Recognition

In accordance with Article 22 of the DSA, Company recognises and gives priority to notices submitted by entities that have been awarded trusted flagger status by a Digital Services Coordinator of an EU Member State.

5.2 Priority Processing

Notices from designated trusted flaggers will be: (a) prioritised in Company's review queue; (b) processed and decided upon without undue delay; and (c) handled by personnel with specific training in the relevant content area.

5.3 Verification

Company will verify the trusted flagger status of the submitting entity against the publicly available registry maintained by the relevant Digital Services Coordinator. Entities falsely claiming trusted flagger status are subject to the provisions on abusive reporting in Section 9.

5.4 Reporting

Company will track and report the number of notices received from trusted flaggers, the average response time, and the outcomes of such notices as part of its transparency reporting obligations under Section 10.

6. COUNTER-NOTICE AND APPEAL PROCEDURES

6.1 DMCA Counter-Notification (United States)

An Affected User who believes that material was removed or disabled as a result of a mistake or misidentification may submit a counter-notification to Company's Designated Copyright Agent in accordance with 17 U.S.C. § 512(g). A valid DMCA counter-notification must include **all** of the following:

(1) Signature. A physical or electronic signature of the Affected User.

(2) Identification of Removed Material. 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 disabled.

(3) Statement Under Penalty of Perjury. A statement under penalty of perjury that the Affected User has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

(4) Consent to Jurisdiction. A statement that the Affected User consents to the jurisdiction of the Federal District Court for the judicial district in which the Affected User's address is located (or, if outside the United States, any judicial district in which Company may be found), and that the Affected User will accept service of process from the person who provided the original DMCA notification or an agent of such person.

(5) Contact Information. The Affected User's name, address, and telephone number.

6.2 DMCA Counter-Notification Processing

Upon receipt of a valid counter-notification, Company will: (a) promptly forward a copy of the counter-notification to the original complainant; (b) inform the original complainant that the removed material will be restored within ten (10) to fourteen (14) business days unless Company receives notice that the complainant has filed a court action seeking a restraining order against the Affected User; and (c) restore the material (or cease disabling access) not less than ten (10) and not more than fourteen (14) business days after receipt of the counter-notification, unless the court action condition is met.

6.3 DSA Appeal (European Union)

In accordance with Article 20 of the DSA, Affected Users who are the subject of a content moderation decision (including removal, restriction, or account suspension) may submit a complaint through Company's internal complaint-handling system:

(a) Submission. Complaints may be submitted through: (i) the "Appeal" button in the enforcement notification in the User's dashboard; or (ii) email to legal@shookout.com with subject line "DSA Appeal: [Reference Number]."

(b) Content. Complaints must include: (i) the specific decision being appealed; (ii) the grounds for the complaint, including any factual or legal arguments; and (iii) supporting evidence (e.g., licence documentation, proof of ownership, correspondence with rights holders).

(c) Timeline. Complaints must be submitted within six (6) months of the content moderation decision, in accordance with Article 20(4) DSA. Company will process complaints in a timely, non-discriminatory, diligent, and non-arbitrary manner and will issue a reasoned decision.

(d) Review. Decisions on complaints will be made by personnel with appropriate qualifications who were not involved in the initial decision, where practicable. Where the complaint reveals that the initial decision was not well-founded, Company will reverse its decision without undue delay.

(e) Outcome Notification. Company will inform the complainant of the decision on their complaint without undue delay, including: the decision taken, the reasons, and information on further available remedies (including out-of-court dispute settlement bodies certified under the DSA and judicial remedies).

6.4 External Remedies

Regardless of the outcome of the internal complaint process:

(a) **EU Users** may refer the matter to an out-of-court dispute settlement body certified under Article 21 DSA, or to a court of competent jurisdiction;

(b) **EU Consumers** may use the EU Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>;

(c) **All Users** may pursue the dispute resolution procedures set forth in the [Terms of Service](#), Section 13.

7. RESPONSE TIMELINES

7.1 Standard Timelines

Stage	DMCA	DSA	Notes
Acknowledgement of receipt	N/A (not required by statute)	Without undue delay (target: 2 business days)	DSA Art. 16(3)

Assessment and initial action	Expediently upon receipt of valid notice	Without undue delay, considering type and severity	17 U.S.C. § 512(c)(1)(C); DSA Art. 16(6)
Notification to Affected User	Promptly after takedown	Without undue delay after decision	17 U.S.C. § 512(g)(2); DSA Art. 17
Notification to notifier (decision)	N/A (not required by statute)	Without undue delay after decision	DSA Art. 16(7)
Counter-notice/appeal review	10-14 business days (restore unless court action)	Timely, diligent review (target: 30 calendar days)	17 U.S.C. § 512(g)(2)(C); DSA Art. 20
Content restoration (DMCA)	10-14 business days after counter-notice	N/A (determined by appeal outcome)	17 U.S.C. § 512(g)(2)(C)

7.2 Expedited Processing

Company will process notices on an expedited basis (targeting action within 24 hours) where: (a) the reported content involves CSAM; (b) the content is flagged by a designated trusted flagger under the DSA; (c) the content poses an imminent risk to public safety; (d) the content is the subject of a court order or binding regulatory directive; or (e) the content involves active, ongoing fraud or malware distribution.

7.3 Operational Targets

The statutory timelines above are supplemented by Company's internal operational targets:

- **Acknowledgement of receipt** (all channels): within 2 business days;
- **Initial assessment of standard notices**: within 5 business days;
- **Action on clearly substantiated notices**: within 3 business days;
- **Decision on appeals/complaints**: within 30 calendar days.

These targets are operational goals and do not create legally binding obligations beyond those imposed by applicable law.

8. REPEAT INFRINGER POLICY

8.1 Policy Statement

In accordance with 17 U.S.C. § 512(i) and in the spirit of Article 23 of the DSA, Company maintains and enforces a policy providing for the termination, in appropriate circumstances, of the accounts of Users who are repeat infringers.

8.2 Definition of Repeat Infringer

A User is classified as a repeat infringer when they accumulate **three (3) or more substantiated infringement incidents** within any rolling **twelve (12) month** period. An infringement incident is "substantiated" when: (a) a valid DMCA takedown notice has been received and no valid counter-notification was submitted within the statutory period, or a counter-notification was submitted but the complainant filed a timely court action; (b) a DSA notice was received and, following review, Company determined the content was illegal; (c) Company independently determined that the content was infringing based on its own investigation; or (d) a court or competent authority has issued a finding or order confirming infringement.

8.3 Consequences

Strikes (12-month rolling)	Consequence
1st substantiated infringement	Content removed. Written warning. Seller informed of repeat infringer policy.
2nd substantiated infringement	Content removed. Written warning with explicit notice that one additional substantiated infringement will result in permanent termination. Account restriction (new listing creation may be suspended for 14 days).
3rd substantiated infringement	Permanent account termination. All listings removed. Payouts subject to 180-day hold per Seller Agreement , Section 11.3. Seller prohibited from creating new accounts.

8.4 Aggravating Factors

Company may impose permanent termination upon the first or second substantiated infringement where: (a) the infringement was wilful and deliberate (e.g., selling clearly pirated software, mass uploading known copyrighted content); (b) the Affected User provided fraudulent counter-notifications or appeal submissions; (c) the infringement involved CSAM or other content requiring immediate removal under applicable law; or (d) the scale of infringement is substantial (e.g., tens or hundreds of infringing listings).

8.5 Reinstatement

Users whose accounts have been terminated under the repeat infringer policy may not create new accounts. Attempts to circumvent termination by creating new accounts under different identities will result in immediate termination of the new account and may be reported to law enforcement where appropriate.

8.6 Synchronisation with Seller Agreement

The repeat infringer thresholds and consequences in this Section 8 are consistent with the [Seller Agreement](#), Section 4.3(d), and the [Community Guidelines](#), Section 8.5. Enforcement actions under this Policy are cumulative with, and not in substitution for, enforcement actions under those documents.

9. FALSE OR ABUSIVE REPORTS

9.1 DMCA Misrepresentation

Under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material or activity is infringing, or that material was removed or disabled by mistake or misidentification, may be liable for damages, including costs and attorneys' fees. Company will forward such claims to the affected parties and cooperate with legal proceedings.

9.2 DSA Abuse

In accordance with Article 23 of the DSA, Company may suspend, for a reasonable period and after issuing a prior warning, the processing of notices submitted by individuals or entities, or complaints submitted by Users, that frequently submit notices or complaints that are manifestly unfounded. In determining whether notices or complaints are manifestly unfounded, Company considers, on a case-by-case basis, all relevant facts and circumstances, including: (a) the number of manifestly unfounded notices or complaints submitted within a given timeframe; (b) the proportion of manifestly unfounded notices relative to the total number submitted; (c) the grounds and explanations provided; and (d) the intention of the submitter.

9.3 Enforcement Against Abusive Reporters

Where Company identifies a pattern of false, misleading, or abusive reports (whether under DMCA or DSA), Company may: (a) issue a warning to the reporter; (b) deprioritise

future reports from the reporter; (c) suspend the reporter's ability to submit reports through the Platform; (d) suspend or terminate the reporter's account (if they are a Platform User); and (e) report the conduct to the relevant authorities where the false reports constitute a criminal offence (e.g., perjury under DMCA, or abuse of rights under national law).

9.4 Protection of Affected Users

Where content is removed based on a notice that is subsequently determined to be false or unfounded: (a) the content will be restored promptly; (b) the Affected User will be notified; (c) any negative consequences to the Affected User's account standing (warnings, strikes) resulting from the false notice will be reversed; and (d) Company will assist the Affected User in pursuing remedies against the false reporter to the extent reasonable and legally permissible.

10. TRANSPARENCY REPORTING

10.1 DSA Transparency Obligations

In accordance with Article 15 of the DSA, Company publishes annual transparency reports containing, at minimum:

- (a) The number of orders received from Member State judicial or administrative authorities, categorised by type of illegal content;
- (b) The number of notices received under the DSA notice-and-action mechanism (Section 4), categorised by: (i) type of alleged illegal content; (ii) action taken (removal, restriction, no action); and (iii) median time to process;
- (c) The number of notices received from trusted flaggers and the actions taken;
- (d) The number of DMCA takedown notices received and the actions taken;
- (e) The number of counter-notifications (DMCA) and complaints (DSA internal complaint-handling) received and the outcomes;
- (f) The number of out-of-court dispute settlement proceedings and their outcomes;
- (g) The number of account suspensions and terminations under the repeat infringer policy;
- (h) Information on the use of automated content moderation tools, including the type of tool, the purpose, the indicators of accuracy, and any safeguards applied (including human review);
- (i) The number of notices and complaints determined to be manifestly unfounded and any measures taken against abusive reporters.

10.2 Publication

Transparency reports will be published annually on the Platform at shookout.com/transparency and submitted to the relevant Digital Services Coordinator in Latvia, in accordance with Article 15(2) DSA.

10.3 Accountability

Company maintains internal records of all notices, counter-notifications, complaints, and content moderation decisions for the period required by the DSA and other applicable law. These records are available to competent regulatory authorities upon lawful request.

11. CHANGES TO THIS POLICY

11.1 Company may update this Policy from time to time to reflect changes in applicable law, regulatory guidance, or Company practices. Material changes will be communicated by: (a) posting the updated Policy with a revised "Last Updated" date; (b) email notification to registered Users; and (c) a prominent notice on the Platform, at least fifteen (15) days before the effective date.

11.2 Your continued use of the Platform after the effective date of any changes constitutes acknowledgement of the updated Policy.

12. CONTACT INFORMATION

Purpose	Contact
Copyright takedown notices (DMCA and DSA IP notices)	copyright@shookout.com
Reports of other illegal content (DSA)	report@shookout.com
Counter-notifications and appeals	legal@shookout.com
General legal inquiries	legal@shookout.com
General support	support@shookout.com

Designated Copyright Agent: SIA Synchron Unijas iela 74A - 45, Riga, Latvia
Registration number: 40203436468 Email: copyright@shookout.com

Related documents: [Terms of Service](#) · [Seller Agreement](#) · [Community Guidelines](#) · [Privacy Policy](#) · [Refund Policy](#)