

# Notice of Claimed Infringement

Intellectual Property Owner \_\_\_\_\_

Name and Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Postcode \_\_\_\_\_

Email Address (for communication with eBay) \_\_\_\_\_

Email Address (for communication with sellers) \_\_\_\_\_

Telephone \_\_\_\_\_

Website \_\_\_\_\_

Associate each item(s) reported as allegedly infringing with *ONLY* one of the reason codes listed on the following page. Reason code: \_\_\_\_\_ Work(s) Infringed: \_\_\_\_\_

Region(s) of registration of your intellectual property: \_\_\_\_\_

Item number(s): \_\_\_\_\_

Reason code: \_\_\_\_\_ Work(s) Infringed: \_\_\_\_\_

Region(s) of registration of your intellectual property: \_\_\_\_\_

Item number(s): \_\_\_\_\_

Reason code: \_\_\_\_\_ Work(s) Infringed: \_\_\_\_\_

Region(s) of registration of your intellectual property: \_\_\_\_\_

Item number(s): \_\_\_\_\_

I acknowledge that by completing this NOCI, I stand by the allegations made herein and as consideration for any action taken by eBay in respect of these allegations:

(a) I warrant and represent that:

- i. I have a good faith belief that use of the material in the manner complained of above is not authorised by the Intellectual Property Owner or its agent and is not otherwise permitted by the law;
- ii. all information in this NoCI is true and accurate; and
- iii. I am the owner, or am authorised to act on behalf of the owner, of the intellectual property rights or other rights the subject of this NoCI; and

(b) I indemnify eBay against any claim, loss, damage, liability, cost or expense (including legal costs on a full indemnity basis) that may be incurred or sustained by eBay in connection with:

- i. any action taken by eBay against a seller as a result of this NoCI (including, without limitation, removing the listing/s the subject of this NoCI); and/or
- ii. one or more of the warranties contained herein not being true and accurate.

eBay means eBay International AG, its related bodies corporate, agents, directors or officers.

By signing below, I agree to be legally bound by the terms above, which form an agreement between eBay and me.

**Executed as an Agreement**

**If signed by an individual:**

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness signature (cannot be a relative): \_\_\_\_\_

Witness name: \_\_\_\_\_

Date: \_\_\_\_\_

**If signed by a company:**

Signed for \_\_\_\_\_ [print name of company] by its authorised representative.

Signature: \_\_\_\_\_

Print name and position: \_\_\_\_\_

Date: \_\_\_\_\_

Witness signature (cannot be a relative): \_\_\_\_\_

Witness name: \_\_\_\_\_

Date: \_\_\_\_\_

# Reason Codes

## **Trademark – *item* infringement**

1.1 Item(s) is a counterfeit product which infringes a trademark (provide trademark registration number).

## **Trademark – *listing content* infringement**

2.1 Listing(s) contains unlawful use of trademark (provide trademark registration number).

## **Copyright – *item* infringement**

3.1 Software is offered for sale in violation of an enforceable license agreement. (eBay will not process reports seeking to prohibit the sale of genuine unopened software).

3.2 Item(s) is a counterfeit product which infringes a copyright.

## **Copyright – *listing content* infringement**

4.1 Listing(s) contains unlawful copy of copyrighted text.

4.2 Listing(s) contains unlawful copy of copyrighted image.

4.3 Listing(s) contains unlawful copy of copyrighted image and text.

## **Other infringement**

5.1 Item(s) infringes a valid and enforceable patent (provide the patent registration number).

5.2 Item(s) infringes a registered design right (available in Europe, Asia, Australia, and New Zealand only - provide design right registration number).

5.5 Store name or User ID infringes on a trademark (provide trademark registration number).

6.1 Other – please specify: \_\_\_\_\_

\*\*Please note that eBay does not process reports to enforce selective distribution agreements, M.A.P. policies and contractual disputes.