

# SCRIPTKAI COPYRIGHT AND DMCA POLICY

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**Effective Date: February 16, 2026**

ScriptKai respects the intellectual property rights of others and expects its users to do the same. This Copyright and DMCA Policy outlines our procedures for addressing claims of copyright infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and applicable Canadian copyright law.

## **1. COPYRIGHT OWNERSHIP AND PROTECTION**

1.1 ScriptKai Intellectual Property. ScriptKai, including but not limited to the Service, software code, artificial intelligence models, algorithms, user interface, logos, trademarks, and all related materials, are protected by copyright, trademark, patent, trade secret, and other intellectual property laws. All rights to ScriptKai's intellectual property are owned exclusively by Kaiden Creagh.

1.2 User Content Ownership. Users retain all rights to the scripts, screenplays, and other creative Content they upload to the Service. By uploading Content, users represent and warrant that they own all rights to such Content or have obtained all necessary permissions and licenses to use and process the Content through our Service.

1.3 Third-Party Rights. Users must not upload, process, or use any Content that infringes, misappropriates, or violates any third party's copyright, trademark, patent, trade secret, or other intellectual property or proprietary rights.

## **2. USER REPRESENTATIONS AND WARRANTIES**

By using the Service, each user represents and warrants that:

- They are the rightful owner of all Content uploaded to the Service, or have obtained all necessary rights, permissions, and licenses to use such Content;
- Their use of the Service and uploaded Content does not and will not infringe, misappropriate, or violate any third party's intellectual property rights;
- They have the authority to grant ScriptKai the limited license to process their Content as described in the Terms of Service;
- All Content uploaded complies with applicable laws and regulations;
- They will not use the Service to infringe, misappropriate, or violate any rights of any third party;

### **3. PROHIBITED COPYRIGHT-RELATED ACTIVITIES**

Users are expressly prohibited from:

- Uploading, processing, or analyzing scripts, screenplays, or other Content that they do not own or have permission to use;
- Using the Service to infringe any copyright, trademark, patent, or other intellectual property rights of any third party;
- Reverse engineering, decompiling, disassembling, or attempting to derive the source code of ScriptKai's proprietary software, algorithms, or AI models;
- Copying, reproducing, modifying, or creating derivative works of ScriptKai's Platform Technology or intellectual property;
- Using ScriptKai's intellectual property, trademarks, or branding without prior written authorization;
- Circumventing any technological protection measures implemented in the Service;
- Assisting, enabling, or facilitating any third party in engaging in any of the above activities;

### **4. DMCA TAKEDOWN NOTICE PROCEDURE**

4.1 Reporting Copyright Infringement. If you believe that Content on our Service infringes your copyright, you may submit a DMCA takedown notice to our Designated Copyright Agent.

4.2 Required Information. To be effective, your DMCA notice must include ALL of the following information:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- Identification of the copyrighted work claimed to have been infringed. If multiple works are covered by a single notification, provide a representative list;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity, with sufficient information to allow us to locate the material (e.g., specific URLs, user account names, timestamps);
- Your contact information, including your full name, mailing address, telephone number, and email address;
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

4.3 Designated Copyright Agent. Send DMCA notices to:

ScriptKai DMCA Agent

Kaiden Creagh

Email: support@scriptkai.com

Subject Line: "DMCA Takedown Notice"

4.4 Response Time. We will respond to valid DMCA notices promptly, typically within 24-48 hours. We may remove or disable access to allegedly infringing material and may terminate the accounts of repeat infringers.

4.5 Incomplete Notices. Notices that do not include all required information may not be processed. We may request additional information before taking action.

## **5. DMCA COUNTER-NOTIFICATION PROCEDURE**

5.1 Submitting a Counter-Notice. If you believe that material you posted was removed or disabled by mistake or misidentification, you may submit a DMCA counter-notification.

5.2 Required Information. A valid counter-notification must include ALL of the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or disabled and the location where it appeared before removal;
- 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, address, telephone number, and email address;
- A statement that you consent to the jurisdiction of the Federal Court of Canada or the court in your jurisdiction, and that you will accept service of process from the person who provided the original DMCA notice or their agent;

5.3 Processing Counter-Notifications. Upon receipt of a valid counter-notification, we will forward it to the original complainant. If the complainant does not file a court action within 10-14 business days, we may restore the removed material.

## **6. REPEAT INFRINGER POLICY**

ScriptKai has adopted a policy of terminating, in appropriate circumstances, the accounts of users who are repeat infringers. A "repeat infringer" is a user who has been the subject of more than one valid DMCA takedown notice, or who has repeatedly uploaded Content that infringes third-party copyrights.

We reserve the right to terminate any user's access to the Service if we determine, in our sole discretion, that the user is a repeat infringer.

## **7. FALSE DMCA CLAIMS AND MISREPRESENTATIONS**

7.1 Consequences of False Claims. Under the DMCA and applicable law, anyone who knowingly makes material misrepresentations in a DMCA notice or counter-notification may be liable for damages, including costs and attorneys' fees.

7.2 Good Faith Requirement. Before submitting a DMCA notice or counter-notification, you should consult with legal counsel to ensure you have a valid claim. ScriptKai reserves the right to seek damages from any party that submits a false or bad faith DMCA notice or counter-notification.

## **8. ENFORCEMENT OF SCRIPTKAI INTELLECTUAL PROPERTY RIGHTS**

8.1 Unauthorized Use. Any unauthorized use, reproduction, modification, distribution, or creation of derivative works of ScriptKai's intellectual property is strictly prohibited and may result in:

- Immediate termination of your account and access to the Service;
- Civil legal action seeking injunctive relief, damages, and attorneys' fees;
- Criminal prosecution where applicable;
- Reporting to law enforcement authorities;

8.2 Monitoring and Investigation. We reserve the right to monitor user activity and investigate suspected violations of this Copyright Policy or infringement of our intellectual property rights.

8.3 Cooperation with Authorities. We will cooperate with law enforcement and copyright holders in investigating and prosecuting copyright infringement.

## **9. CANADIAN COPYRIGHT ACT COMPLIANCE**

In addition to the DMCA, ScriptKai complies with the Canadian Copyright Act (R.S.C., 1985, c. C-42). Copyright complaints may also be submitted under Canadian law. The same notice requirements apply as set forth in Section 4.

## **10. INTERNATIONAL COPYRIGHT CONSIDERATIONS**

ScriptKai respects international copyright laws and treaties, including the Berne Convention and WIPO Copyright Treaty. Users are responsible for ensuring their use of the Service complies with copyright laws in their jurisdiction.

## **11. EDUCATIONAL USE AND FAIR DEALING**

While certain uses of copyrighted material may be permitted under fair dealing (Canada) or fair use (U.S.) doctrines, users are solely responsible for determining whether their use qualifies. ScriptKai does not provide legal advice regarding fair dealing or fair use. When in doubt, obtain permission from the copyright holder before uploading Content.

## **12. MODIFICATIONS TO THIS POLICY**

We may update this Copyright and DMCA Policy from time to time. We will notify users of material changes by email or through the Service. Continued use of the Service after changes become effective constitutes acceptance of the updated policy.

### **13. CONTACT INFORMATION**

For copyright-related questions or to report infringement:

ScriptKai Copyright Agent

Kaiden Creagh

Email: [support@scriptkai.com](mailto:support@scriptkai.com)

Subject: "Copyright Inquiry" or "DMCA Notice"

*This policy does not constitute legal advice. Users should consult with an attorney regarding copyright matters.*