## **DSA Policy for DataCamp Limited**

This DSA Policy outlines the procedures that DataCamp Limited ("Supplier") follows in compliance with the European Union's Digital Services Act (DSA). This policy applies to all users of Supplier's Services and associated Websites, including but not limited to <a href="https://www.cdn77.com">www.cdn77.com</a>. The policy is designed to provide guidance to any individual, organization, or entity ("Complainant") that believes their rights have been infringed upon through the use of the Supplier's Services and wishes to file a complaint under the DSA.

Terms not defined herein shall have the same definition as provided in the Terms and Conditions.

## 1. <u>DISCLAIMER – PLEASE READ THIS BEFORE SENDING AN ABUSE REPORT</u>

Please note that in a vast majority of the cases, the Supplier is providing "caching" services through its Content Delivery Network (CDN). As a caching service, the Supplier temporarily stores content provided by third parties to improve the efficiency of Internet data transmission. The Supplier does not have control over the initial source of the content. This means that, under the DSA, the Supplier is obliged to remove or disable access to the allegedly illegal content stored on the CDN only upon:

- (i) obtaining actual knowledge of the fact that the information at the initial source of the transmission has been removed from the network, or access to it has been disabled, or
- (ii) receiving an order for such removal or disablement from a judicial or administrative authority.

Unless you can provide the information listed above, it is recommended that you contact the administrator of the original source of the transmission, as the Supplier cannot remove or disable access to the content that it does not host. In such cases, the Supplier will forward your complaint to the administrator of the original source of the transmission.

In the rare cases where the Supplier acts as a "hosting" provider, the Supplier shall act accordingly to remove or to disable access to the illegal content upon obtaining knowledge or awareness of such.

## 2. Notice of Alleged Illegal Content

If you believe that any content being hosted by the Supplier is illegal under EU law, you may submit a written notice ("DSA Notice"). The DSA Notice must include the following:

- (i) A sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be illegal content.
- (ii) A clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specific type of hosting service.
- (iii) The name and email address of the individual or entity submitting the notice, except in the case of information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU.
- (iv) A statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.

The DSA Notice should be sent solely to the <u>abuse@cdn77.com</u> email address, which will ensure the fastest resolve of your issue. Sending notices to multiple email addresses may cause a delay in full resolution.

Alternatively, you may contact the following Supplier's Designated Contact Point under the DSA:

Name: DataCamp s.r.o.

Postal address: Na Šafránce 1820/27, Vinohrady, 101 00 Praha 10, Czechia

Email address: dsa@datacamp.co.uk

Communication sent to the Designated Contact Point above should be written in English or Czech.

Upon receipt of a valid DSA Notice, the Supplier will take appropriate actions as specified under the DSA, which may include removing or disabling access to the content.

## 3. Misrepresentations

Pursuant to Article 20(2) of the DSA, any person who knowingly or negligently submits misleading information may be held liable for any damages caused.

#### 4. Safe Harbor Under the DSA

As an intermediary service provider offering caching and hosting services, the Supplier is not liable for the content transmitted or stored at the request of a user, provided that the Supplier acts expeditiously to remove or disable access to illegal content upon obtaining actual knowledge or awareness, in accordance with Articles 4 and 5 of the DSA.

# 5. No General Monitoring

We are not obligated to monitor the information which we transmit or store, nor are we obligated to actively seek facts or circumstances indicating illegal activity. However, we may take proactive measures to detect, identify, and remove illegal content in specific cases as permitted under the DSA.

# 6. Compliance with Orders

Upon receipt of a valid order from a judicial or administrative authority of an EU Member State to remove or disable access to illegal content, or to provide specific information, the Supplier will act expeditiously and inform the authority of our actions. The Supplier will verify the authenticity and validity of such orders before taking action.

## 7. Modifications

The Supplier reserves the right to modify this DSA Policy at any time. Changes to this policy will be posted on the Website and will take effect immediately upon posting.

### 8. Contact Information

If you have any questions about this DSA Policy, please contact us at:

Email: support@cdn77.com