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Name of Agent Designated to Receive Notification of Claimed Infringement:

Tim West, Senior Corporate Counsel

Full Address of Designated Agent to Which Notification Should be Sent:

4025 S. Riverpoint Parkway, Phoenix, Arizona 85040;

Mail Stop: CF-K612

Telephone Number of Designated Agent: 602-557-1818

Facsimile Number of Designated Agent: 602-557-3015

E-Mail Address of Designated Agent: CopyrightAgent@apollogrp.edu

To be effective, a notification of claimed infringement must be a written communication provided to the Designated Agent and include substantially the following:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single Site are covered by a single notification, a representative list of such works at that Site.
- (c) 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 us to locate the material.
- (d) Information reasonably sufficient to permit our or our designee's contact with the Complaining Party, such as a current, valid address, telephone number, and, if available, an electronic mail address at which the Complaining Party may be contacted.

- (e) A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of such notification, Apollo or the Designated Agent will remove or disable access to such material and give notice of a claim of copyright infringement to the user or subscriber who authored the claimed infringing content by means of any one or more of the following methods at Apollo's sole option: a general notice on the Sites, electronic mail to the content provider's email address in our records, or by written communication sent by first-class mail to such user's postal address in our records.

Counter Notification

A provider of content subject to a claim of infringement may make a counter notification. To file a counter notification with us, please provide the Designated Agent a written communication containing the following:

- (a) A physical or electronic signature.
- (b) 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 access to it was disabled.
- (c) 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 of the material to be removed or disabled.
- (d) Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your postal address is located, and that you will accept service of process from the Complaining Party who submitted the infringement notification or his, her or its principal or agent.

Upon receipt of such counter notification, Apollo will promptly provide the Complaining Party that provided the notice of claimed infringement with a copy of the counter notification, and inform that person or entity that Apollo will replace the removed material or cease disabling access to it in 10 business days. Apollo will replace the removed material and cease disabling access to it between 10 and 14, business days following receipt of the counter notice, unless our Designated Agent first receives notice from or on behalf of the copyright owner that such person or entity has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our Site(s).

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- (f) Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
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