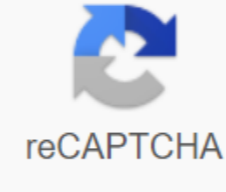


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Any effective changes when you register the modified Terms of Use on RecordSetter sites by Universal Records Database LLC. Your continued use of the RecordSetter sites indicates that you have read, understood and agreed to be bound by the changed Terms of Use. Please read these Terms of Use carefully and frequently as they contain important information regarding your legal rights and obligations. These Terms of Use, and all rights and licenses granted under these Terms of Use, cannot be transferred or assigned by you, but may be transferred or assigned by RecordSetter without limitation. 1. Description of SERVICE RecordSetter is a web-based service that allows users to view world records and send their own world records. RecordSetter may contain advertisements necessary to continue providing recordSetter services. RecordSetter is not responsible for third-party advertisements or third-party apps listed on RecordSetter sites, nor is it responsible for products provided by its advertisers. 2. Changes to Service RecordSetter reserves the right to modify or terminate the RecordSetter Sites for any reason, temporarily or permanently, without notice. This includes, but is not limited to, the sale of RecordSetter to another option. You agree that RecordSetter will not be responsible to you for any modification or termination of recordSetter sites. 3. The termination of RecordSetter reserves the right, at its sole discretion, to refuse service to any person, temporarily or permanently, at any time. You agree that any termination of your ability to use RecordSetter, including, but not limited to, terminating your permission to use recordSetter sites, may occur without notice. You also agree that all the world records you hold on recordSetter sites (Records) can be canceled without notice. Furthermore, RecordSetter reserves the right, at its sole discretion, to postpone submitting the user record, at any time and reasoned without notice. Your permission to use record sites ends automatically if you violate one of these Terms of Use. All records you hold may be canceled at any time if RECORDSETTER suspects you are not meeting these requirements. 4. Access to eligibility and use of RecordSetter is revoked when prohibited. By accessing and using RecordSetter, you agree to this: * You are responsible for knowing and complying with all applicable rules regarding internet use, including, but not limited to, local laws and regulations relating to acceptable online conduct and content; * You will not use RecordSetter or any aspect of RecordSetter for any illegal purpose or in any way that violates these Terms of Use; * You are at least 18 years old, or if you are younger than 18, you have parental permission to use recordSetter sites. If you're younger than 13, you might need to provide verification parental consent to use certain site features, such as sending records, which RecordSetter will obtain when you try to use those features; * All information, including, but not only, personal information and information related to records, that you send to RecordSetter is real, accurate and complete; * Maintain the truth, accuracy and complete of all information, including, but not exclusively, personal information and information related to records, sent to RecordSetter. This includes, but is not limited to, immediately notifying RecordSetter if any information, including, but not limited to, personal information and information related to records, changes. 5. Proprietary rights in the Content of the Site you understand and agree that the content on the RecordSetter Sites, excluding data, text, information, screen names, graphics, images, accounts, audio and video clips, links or any other material (together content) uploaded, posted or otherwise transmitted by a user, is owned or licensed to RecordSetter and protected by intellectual property and other laws. Except as expressly authorized by RecordSetter, you agree not to modify, distribute, create derivative works based on, rent, lease, lend, sell, resell or offer for any commercial purposes the RecordSetter Sites, in whole or in part. You also understand and agree that the content of sponsorship advertisements appearing on the RecordSetter Sites is protected by applicable intellectual property law and other laws. Except as expressly authorized by the relevant advertiser, you agree not to modify, distribute, create derivative works based on, rent, lease, loan, sell, resell or For any commercial purpose, the advertisement for the sponsor, in whole or in part. The RecordSetter service allows you to publish images and text hosted on RecordSetter to external websites. This usage is allowed as long as pages on other websites that display data hosted on RecordSetter sites provide an easy-to-identify link back to RecordSetter. 6. World RECORDSetter cannot be responsible for the conduct or safety of the user or other during any attempt to create a world record for sending to RecordSetter. By using and accessing record sites, you understand and agree that you are only trying to create a world record for your extension. If you become involved in attempting to create a world record, including, but not exclusively, your attempt to create a world record or support for another user's attempt to create a world record, to the maximum extent permitted by applicable law, you release RecordSetter and its officers, directors, employees and agents from any claim, administrative proceedings requirements, damages, liabilities, losses, costs, obligations, obligations and expenses, including, but not only, reasonable legal fees, known and unknown, suspicious and innocent, visible and unknown, arising out of or related in any way to an attempt to create a world record.. 7. The user's behavior is solely responsible for your conduct on the RecordSetter sites and any content you post on the Site. RecordSetter reserves the right to investigate and take appropriate actions that the conduct and content of an inappropriate user includes, but is not limited to: * impersonating another person or person or falsely specifying or misrepresenting your affiliation with another person or person; * Uploading, posting or other broadcasting of content that RecordSetter determines is harmful, offensive, harassing, threatening, hateful, vulgar, obscene, fraudulent, unlawful, torphy, defamatory, libelous, intrusive to another person's privacy or other being; * engaging in conduct that harms minors in any way, as seen by RecordSetter or applicable law, or that is other destructive behavior, including, but not only, abuse, harassment, harassment, threat or intimidation of another person or person; * Use or attempt to use any information obtained from recordSetter sites to harm, abuse, harass, track, threaten or intimidate another person or being; * Use recordSetter sites to create or send any unsolicited or unwanted advertising, e-mail or other form of communication; * Solicitation of personal information from anyone under the age of 18; * Promotion of commercial activities without prior written consent from RecordSetter, including, but not exclusively, competitions, sweepstakes, bartering, advertising or pyramid schemes; * Pick-up storing user information for commercial or illegal purposes; * Modify, adapt, hack or otherwise manipulate any part of recordSetter sites; * modifying, adapting, hacking or other manipulation of any part of another site to falsely imply that it is related to RecordSetter or otherwise disguise the source of the information provided; * interference, disruption or unnecessary burden on RecordSetter servers or connected networks, or failure to comply with the requirements, procedures, policies or regulations of connected networks; * circumvention, modification or other interference with any security technology or software that is part of the RecordSetter sites; * Uploading, publishing or transmitting software worms, bots, viruses or any other code of a destructive nature; * Use of the RecordSetter Sites in any way, intentionally or not in the Recipe, which violates these Terms of Use or any law or regulations; * Use of recordSetter sites in any way that promotes or promotes any criminal activity or organization or provides guidance information about illegal activities; and * Allowing someone else to use the RecordSetter sites in any way that violates these Terms of Use. While RecordSetter prohibits inappropriate behavior and content on the Site, you understand and agree that RecordSetter cannot be responsible for the behavior of another user or content posted on recordSetter sites, and you may be exposed to such inappropriate behavior or content when you visit recordSetter sites. 8. Rights in user content User Content is content posted by a user on RecordSetter sites. By adding or uploading user content to RecordSetter sites, you transfer ownership of such user content to RecordSetter, including, but not only, intellectual property rights that you may have in such user content. Such transfer irrevocably gives RecordSetter the exclusive and exclusive ownership of all ownership, ownership and interest (fully paid, Without royalties, licensable and replaced for transfer (in whole or in part) through user content and all its elements, and in the fully paid, royalty-free privacy and advertising rights, may be licensed and replaced for transfer (in whole or in part) in all copyrights, trademarks, patents, trade secrets, third party privacy rights and advertising rights and other intellectual and industrial property rights you own or control to use, reproduce, transmit, view, view, distribute, index, Respond, modify, edit, adapt, translate, create derivative works based on, perform and otherally exploit such user content, in whole or in part, at RecordSetter's sole discretion, in all known media and channel formats or invented now (including, but not exclusively, on websites, cable and broadcast TV networks, broadband and broadband and broadband and broadband and broadband and broadband and broadband and next platforms, products and services, physical media and theatrical distribution) for any purpose, including, without limitation, entertainment, news, advertising, promotion, marketing, advertising, commerce or commercial purposes, all without prior notice to you or to a third party(ies), with or without attribution, and without any requirement of permission or payment to you or any other person or entity. In addition, by uploading user content to recordSetter sites, you understand and agree that RecordSetter may, in its sole discretion, deploy, deploy, post, upload, upload and transfer such User Content to the YouTube and Facebook websites for the purposes of monetizing this User Content and maximize advertising revenue generated from this User Content. This income will be shared with you under the terms and conditions of the Placed Agreement as long as you agree to the terms and conditions of such Agreement and provide us with the information we need to transfer such income to you. By uploading, publishing or otherly broadcasting internet sea user content, you represent and warrant that (i) you have all the necessary written certificates, releases, or permissions to grant the Nell licenses to RecordSetter; (2) you have all necessary written consents, releases or permissions of any identifiable person in user content to use that person's name or similarity in the manner considered by RecordSetter and these Terms of Use; Neither (3) uploading, posting or otherwise transferring your User Content on or through RecordSetter violates the legal rights of any person or entity, including, but not exclusively, privacy rights, advertising rights, copyrights, trademark rights or contract rights. Without limitation to the provisions of Section 15 below, you agree to indemnify, protect and hold innocuous registration and its directors, managers, employees and agents, from any claim, administrative proceeding, demand, damage, liability, loss, cost, debt, liability or expense, including, but not only, any additional reasonable fees made by any third party due to or arising from the breach of representation and responsibility, or the use, copying, advertising, distribution, broadcast, transfer, creation of derivative works, public performance or public display (in any media, at our sole discretion) of any user content submitted by you., 9. Copyright RecordSetter undertakes to comply with all applicable copyright laws. If you believe that the copyrighted material appears on the RecordSetter site without your permission, please send us in writing: a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right allegedly infringed; Identifying the copyrighted work alleges that he was violated, or, Multiple copyrighted works are covered by a single message, a representative list of such works; Identification of the material claimed to be infringing or to be the subject of infringing activity and must be removed or accessed and sufficient information must be disabled to allow RecordSetter to locate the material; information reasonably sufficient to allow RecordSetter to contact you, such as address, phone number, and, if available, an e-mail address; a statement that you have a good faith belief that the use of the material in a manner complained about is not authorized by the copyright owner, its agent, or the law; And notice that the information in the message is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is alleged to have been violated. Our designated agent (copyright agent) to be notified of a claimed infringement under the Digital Millennium Copyright Act of 1998 (DMCA) is Dan Rollman, RecordSetter, 228 Park Ave South, Suite 29280, New York City, NY 10003-1502, copyright@recordsetter.com, 646-912-6611 (phone), 206-600-4433 (fax). After receiving a claim for breach, RecordSetter will process and investigate the claims. Upon receiving messages that significantly comply with or comply with DMCA requirements, RecordSetter will act quickly to remove or disable access to any content that allegedly violates. RecordSetter will take reasonable steps to quickly notify the user that they have removed or disabled access to user content. If you believe that the removed content is not infringing, or you have legal permission to publish and use the removed content, you can provide us with a counter notification by sending us the following information from our copyright agent in writing: your physical or electronic signature; Identification of the removed or accessed content has been disabled and where the material appeared before it was removed or accessed has been disabled; A statement under penalty of perjury that you have a good faith belief that the substance has been removed or shut down as a result of a mistake or incorrect identification of the material to be removed or disabled; And your name, address and phone number, and a statement that you agree to the jurisdiction of the Federal District Court for the judicial district where your address is located, or if your address is outside the United States, for any judicial district where RecordSetter can be found, and that you will receive process service from the person who provided that person's original DMCA message or agent. Upon receipt of an appropriate counter message under DMCA, RecordSetter will immediately provide the person who provided the initial infringement notice loaded with a copy of Messages. RecordSetter will also notify this person that they will replace the removed material and stop disabedding access to it on 10-14 business days after receiving the counter notice, unless the RecordSetter copyright agent is first notified of the person who filed the initial notice that this person has filed a lawsuit seeking a court order to prevent the applicant from engaging in infringing activity related to the material in RecordSetter. 10. User Disputes you are solely responsible for your interactions with other users. RecordSetter has no obligation to be involved in any dispute between you and other users (user dispute). However, RecordSetter reserves the right to be involved in any user dispute at RecordSetter's sole discretion. If you become involved in a user dispute, to the maximum extent permitted by applicable law, you release RecordSetter and its directors, managers, employees and agents from all claims, administrative proceedings, requirements, damages, liabilities, losses, costs, obligations, obligations and expenses, including, but not exclusively, reasonable, known and unknown legal fees, suspicious and suspicious, overt and undisclosed, arising from or related to the user dispute. 11. The privacy of your use of RecordSetter is approximated in our Privacy Policy, which is integrated into these Terms of Use by this Reference. By using or accessing RecordSetter, you agree that you have read, understood and agree to be bound by our Privacy Policy. 12. Links to RecordSetter sites may contain links to third-party websites that are not owned or controlled by RecordSetter. RecordSetter cannot control or take responsibility or any responsibility for the availability, content, or practices of third-party websites. The RecordSetter Terms of Use and Privacy Policy are only acceptable when you are on recordSetter sites. Therefore, we recommend that you read the policies of third-party websites that you visit when you leave RecordSetter sites. 13. Disclaimer of liability that your use of the Authority is at your own risk. RECORDSETTER is provided on a basis as is and as available. To the fullest extent permitted by law, RECORDSETTER, its directors, managers, employees and agents expressly disconceive any liability of any kind, whether express or implied, including, but not limited to, the accuracy and reliability of user content and the implied responsibility for diesel fuel, suitability for a particular purpose and non-infringement. RECORDSETTER is not mandatory for the service to be uninterrupted, without delays, secure or error-free. RECORDSETTER is not responsible for any damage due to technical or malfunctioning issues, including, but not only, any damage or damage to any person's computer related to or as a result of using record sites or Materials in connection with the use of record sites. Under no circumstances will there be responsible documentation for any loss or damage, including personal injury or death, arising from the use of documentation sites or conduct arising in connection with the use of registered sites. This includes, but is not limited to, any loss or damage in connection with the attempt to create a world record. Nothing herein will be considered for creating an agency, partnership, joint venture, employee-employer, or franchisee-franchisee relationship of any kind between RECORDSETTER and any other party. These Terms of Use are between RECORDSETTER and NACH and are not, nor will they be considered, to extend the rights to any third party. How old are you. 14. Limitations of liability that you understand and expressly agree that to the maximum extent permitted by applicable law, records, officers' subjects, directors, employees or agents will not be liable for any direct, indirect, incidental, exemplary, special, punitive or consequential damages whatsoever, even if you counsel the Records Authority for the possibility of such damages arising from trends arising from the use or inability to use the Service: errors, errors, or inaccuracies of content; personal injury or property damage, of any kind, arising out of your use and your access to or connection to our website; any unauthorized access or modification of your broadcasts or personal information; Third party statements or conduct No third party on any other axle matters relating to the Service. To the maximum extent permitted by applicable law, the aggregate liability of RECORDSETTER, its directors, employees and agents to you or any third party in any situation is limited to \$100. 15. Indemnity you agree to indemnification, protect, and hold harmful RECORDSETTER and its directors, directors, employees and agents, from any claim and against any claim, demands, damages, debts, losses, costs, obligations, obligations and expenses, including, but not only, reasonable legal fees, made by any third party due to or arising from: your use and access to, or in connection with the use or access to the RECORDSER Sites; violation of these Terms of Use; infringement of the right of a third party to any third party, including, but not only, any copyright or privacy rights; and/or any claim that your user content has damaged the third party. 16. Jurisdiction and disputes you understand and agree that recordSetter sites will be considered solely in New York State (New York). RecordSetter sites will be considered passive websites that will not raise personal jurisdiction over RecordSetter, specific or general, in jurisdictions other than New York, and there will be no use of recordSetter sites or will As a purposeful benefit of the benefits or privilege of doing business in any state other than New York by RecordSetter. You understand and agree that, except to the extent that applicable law, if any, provides otherwise, any claim or grounds for action arising out of the use of these RecordSetter Sites or Terms of Use shall be governed by the fundamental laws of New York, regardless of its conflict of laws principles. You also understand and agree not to file claims or claim reasons on the basis of a representative, class member or as a private attorney general. You and RecordSetter understand and agree that regardless of any contradictory law or law, any claim or cause of claim arising out of or related to the use of these RecordSetter Sites or Terms of Use must be filed within one (1) year after the claim or cause of action has arisen. Otherwise, a claim or grounds for such a claim will be permanently prohibited. If a claim or cause of claim results from the use or access to the RecordSetter Sites or these Terms of Use, the claim or grounds for prosecution will be resolved by binding arbitration. RecordSetter may choose to resolve the dispute by conducting binding arbitration by telephone, online or based solely on written submissions in which face-to-face appearance is not necessary. If a face-to-face appearance is required, it will take place in New York County, New York or another location that the parties mutually agreed upon. In all of these cases, arbitration will be held in English and will be managed by the American Arbitration Association or judicial arbitration and mediation services, in accordance with their applicable rules, or any other established ADR provider mutually agreed by the parties. Any judgment on the award given by the arbitrator can enter any court with its jurisdiction. Notwithstanding the foregoing, each party will have the right to implement action in a court of law with appropriate jurisdiction for preliminary relief of foreign imperatives pending a final decision by the arbitrator, and the appropriate venue for any dispute arising from any of them will be the mesmerized and federal courts located in New York County, New York. You hereby agree, and waive all protections of personal and forum indispensability and forum do not converge on the proportion, place and jurisdiction in the state and federal courts of the New York Rosen, New York. 17. Waiver and waiver of recordSetter's inability to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If a court with competent jurisdiction finds any provision of these Terms of Use invalid, the court must influence the intentions of the parties as reflected in the provision, and all other provisions of these Terms of Use will remain in full force and 18. Violations of the Terms of Use Please report any suspected violations of these Terms of Use violations@recordsetter.com 19. Please contact us hello@recordsetter.com questions regarding these Terms of Use. Use.

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