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TERMS OF USE

ACCEPTANCE OF TERMS OF USE

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Future US reserves the right, from time to time, with or without notice to you, to change these Terms of Use in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by clicking on the "Terms of Use" located at the bottom of the pages of the Website. The most current version of the Terms of Use will supersede all previous versions. Your use of the Website or continued use of our service after changes are made means that you agree to be bound by such changes. As such, you should review the Terms of Use periodically.

PRIVACY

Any personally identifying information submitted on the Website is subject to our privacy policy <http://www.gamesradar.com/privacy-policy>, the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.

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USE OF WEBSITE

Furthermore, you agree not to use or launch any automated system, such as "robots," "spiders," "offline readers," and the like, that might cause access to the Website in a way that would deliver more messages to the server(s) of GamesRadar in a certain period of time than a person can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, the Website grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. The Website reserves the right, generally or specifically, to revoke these exceptions. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions (as defined below).

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AGE

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with them. You affirm that in all events you are over the age of 13, as the Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Website

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USER SUBMISSIONS

The Website shall permit at any time you and others the right to submit games-related content, comments, reviews, video, artwork, etc. ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. However, you understand that whether or not such User Submissions are published, Future US does not guarantee any confidentiality with respect to any User Submissions. You are solely responsible for your own User Submissions and the results of posting or publishing them. You affirm, represent, and/or warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize the Website to use and have access with respect to the User Submissions all patent, trademark, trade secret, copyright or other proprietary rights.

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Use and Storage of User Submissions: Future US may establish general practices and limits concerning your use of the Website and its features, including without limitation the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Website, the maximum disk space that will be allotted on Future US servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Website in a given period of time. You agree that Future US has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Website. You acknowledge that Future US reserves the right to log off and remove accounts that are inactive for an extended period of time. You further acknowledge that Future US reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

RADAR NATION COMMUNITY FEATURES

Our RadarNation community features are designed to allow you to share information with others and to provide you with the opportunity to post comments, participate in forums and receive our weekly news letter and online magazine, Radar Update.

When you sign up for the RadarNation Features, you will be asked to create a username and password. In addition, you will have the opportunity to build a profile, including your picture, instant messaging addresses, and an “about me” section. You will be asked which information, if any, you wish to have displayed in your public profile. With the exception of your user name, you do not have to provide or agree to display any information in your public profile in order to use the RadarNation community features.

IF YOU CHOOSE TO ALLOW THE INFORMATION YOU PROVIDE TO BE DISPLAYED IN YOUR PUBLIC PROFILE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF INFORMATION ABOUT YOU TO A PUBLIC FORUM, INCLUDING OTHER MEMBERS OF THE GAMESRADAR RADAR NATION, GAMESRADAR MEMBERS AND OTHER VISITORS TO THE GAMESRADAR WEBSITE. IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING PERSONALLY IDENTIFYING INFORMATION TO BE SHARED IN A PUBLIC FORUM, DO NOT PROVIDE THE INFORMATION.

Although we allow you to set privacy options that limit access to your pages, please be aware that no security measures are perfect or impenetrable. We cannot control the actions of other users with whom you may choose to share your pages and information. Therefore, we cannot and do not guarantee that information you post on the Website will not be viewed by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on the Website. You understand and acknowledge that, even after removal, copies of

User Submissions may remain viewable in other users' activity feeds, in cached and archived pages or if other Users have copied or stored your User Submission.

Future US does not pre-screen or approve RadarNation profiles, and cannot guarantee that a RadarNation profile was actually created and is being operated by the individual or entity that is the subject of a RadarNation profile. Nor is Future US responsible for the content of any RadarNation profile, or any transactions entered into or other actions taken on or in connection with any RadarNation profile, including how the owner of the RadarNation profile collects, handles, uses and/or shares any personal information it may collect from users. You should be careful before providing any personal information to or entering into any communication with another RadarNation member.

Access and control over most personal information on GamesRadar is readily available through the profile editing tools. GamesRadar users may modify or delete any of their profile information at any time by logging into their account. Information will be updated immediately. Removed information may persist in other users' activity feeds or backup copies for a reasonable period of time.

Where you make use of the communication features of the service to share information with other individuals on GamesRadar; however, (e.g., sending a personal message to another GamesRadar user) you generally cannot remove such communications.

When you register with GamesRadar, you create your own profile which is setup with default privacy settings that you can later change. Your profile picture and username are always publicly available. Your birthday and time zone are always private. Your first name, last name, age, gender, email address, city, state, and country are visible to only friends by default and are configurable by you. Your Websites, Xbox Live Gamertag, PlayStation Network Username, Wii Friend Code, AOL/AIM screen, MSN Passport/ID, Yahoo! Username, ICQ UIN, and About Me are visible to everyone by default and are configurable by you. When your information is made publicly available it is to enable you to connect with people on GamesRadar. We may occasionally use your name and email address to send you notifications regarding new services offered by GamesRadar that we think you may find valuable. Your first name, last name, username, and email address will be searchable by all users - but will only be displayed based on your privacy settings. This is primarily so your friends can find you and send a friend request.

GamesRadar may send you service-related announcements from time to time through the general operation of the service. For instance, if a friend sends you a new message, or someone becomes your follower, you may receive an email alerting you to that fact.

Generally, you may opt out of such emails from the Email Updates page, though GamesRadar reserves the right to send you notices about your account even if you opt out of all voluntary email notifications.

Use of the Radar Nation features is for your personal, non-commercial use and is at your own option and risk. You agree that any materials you submit as part of our RadarNation features are "User Submissions" and shall meet all of the terms and conditions of User Submissions as set forth in these Terms of Use.

We are continually making changes and improvements to the RadarNation features, and these features may change or even be eliminated without notice to you. If at anytime, you no longer wish to participate in our RadarNation features, you may remove yourself from the Radar Nation features by sending an email to support at gamesradar dot com.

User Code of Conduct

We want you to be able to express yourself and your point of view while using our community features, but certain kinds of speech simply do not belong in the RadarNation. Therefore, you may not post or share content that:

- is obscene, pornographic or sexually explicit
- depicts graphic or gratuitous violence
- makes threats of any kind or that intimidates, harasses, or bullies anyone
- is derogatory, demeaning, malicious, defamatory, abusive, offensive or hateful

While we are not responsible for the conduct of our users, we expect you to act responsibly. Therefore, when using our community features, you may not:

- post any content that would encourage or provide instructions for a criminal offense or which would violate any local, state, national or international law
- impersonate any person or entity or otherwise misrepresent yourself, your age or your affiliation with any person or entity
- use our Website to send or make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation
- post or share any personally identifiable or private information of any third party
- solicit passwords or personal information from anyone
- use information or content you obtained on the our Website or service in any manner not authorized by the our Terms of Use
- post any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- register for more than one account or use or attempt to use another's account, service or system without authorization or create a false identity on the Service or the Website
- engage in any predatory or stalking conduct.

This User Code of Conduct is subject to change at any time at Future's sole discretion.

NOTICE OF COPYRIGHT ISSUES

Notice

If you are a copyright owner or an agent thereof and believe that any User Submission or other Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 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 the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have 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; and
- 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.

Future US's designated Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By Mail:

Copyright Agent/Legal Department
c/o Future US, Inc.
4000 Shoreline Court, Suite 400
South San Francisco, CA 94080

By Fax:
650-872-2207

By email
copyright@gamesradar.com

Only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Future US customer service through <http://webmaster@gamesradar.com>. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Counter-Notice

If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright

owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Future US will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Future US's sole discretion.

TERMINATION

Future US may suspend or terminate your account at any time, for any reason and without prior notice. Suspected system misuse will result in your immediate termination. You will no longer have access to the Website.

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REMEDIES, CHOICE OF LAW AND FORUM

Any controversy or claim arising out of or relating to this Agreement or any GamesRadar services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the County of San Mateo, California, USA and judgment on the arbitration award may be entered into any court having jurisdiction. Either you or Future US may seek any interim or preliminary relief from a court of competent jurisdiction in San Francisco, California, USA necessary to protect the rights or property of you or Future US pending the completion of arbitration.

This contract shall be governed by California law, regardless of the choice of law rules of any jurisdiction.