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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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## **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.**

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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.

## **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.

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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.

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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.

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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.