

# Terms & Conditions

## 1.1 Description of Service

Asset Recording Services provides users with access to a varied collection of information and services, including syndicated content, discussion forums and chat rooms. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Asset Recording Services properties, shall be subject to this Terms of Service. You understand and agree that any and all services are provided "AS-IS" and that Asset Recording Services assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

## 1.2 Restrictions on use

This site is owned and operated by Asset Recording Services and contains material which is derived in whole or in part from material supplied by Asset Recording Services and/or other sources. All materials, including software, are protected by international copyright and trademark laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this site including code and software. You may download material from this site for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.

## 1.3 Your Registration Obligations In consideration of your use of a Service, you agree to:

provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data"), and maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or Asset Recording Services has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Asset Recording Services has the right to suspend or terminate your account and refuse any and all current or future use of a Service (or any portion thereof).

## 1.4 Member Account, Password and Security

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to: immediately notify Asset Recording Services of any unauthorized use of your password or account or any other breach of security, and ensure that you log-out from your account at the end of each session. Asset Recording Services cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

## 1.5 Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## 1.6 No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## 1.7 General Practice Regarding Use and Storage

You acknowledge that Asset Recording Services may establish general practices and limits concerning the use of a Service, including without limitation the maximum number of days that email messages, discussion forum postings or other uploaded content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Asset Recording Services's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time.

You agree that Asset Recording Services 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 Service. You acknowledge that Asset Recording Services reserves the right to terminate accounts that are inactive for an extended period of time. You further

acknowledge that Asset Recording Services reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

#### 1.8 Modifications of Service

Asset Recording Services reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, a Service (or any part thereof) with or without notice. You agree that Asset Recording Services shall not be liable to you or to any third party for any modification, suspension or discontinuance of a Service.

#### 1.9 Termination of Services

You agree that Asset Recording Services, in its sole discretion, may terminate your password, account (or any part thereof) or use of a Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Asset Recording Services believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Service. Asset Recording Services may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice.

You agree that any termination of your access to a Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Asset Recording Services may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Asset Recording Services shall not be liable to you or any third-party for any termination of your access to the Service.

#### 1.10 Dealings with Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Asset Recording Services shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on a Service.

#### 1.11 Third-Party Links

Asset Recording Services has provided links and pointers to Internet sites maintained by third parties. Asset Recording Services does not operate or control in any respect any information, products or services on these third-party sites. The materials in this site and the third-party sites are provided "AS IS" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Asset Recording Services disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Asset Recording Services does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this site, including services, or the server that makes them available, are free of viruses or other harmful components. Asset Recording Services does not warrant or make any representations regarding the use or the results of the use of the materials in this site or in third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise. You (and not Asset Recording Services) assume the entire cost of all necessary maintenance, repair or correction.

#### 1.12 Limitation of liability

Under no circumstances, including, but not limited to, negligence, shall Asset Recording Services, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, Asset Recording Services services or materials. You specifically acknowledge and agree that Asset Recording Services is not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with any Asset Recording Services material, or with any of Asset Recording Services's terms and conditions, your sole and exclusive remedy is to discontinue using Asset Recording Services.

#### 1.13 Modification or Termination of Agreement, Other Policies

This agreement is effective until terminated by Asset Recording Services, at any time without notice. In the event of termination, you are no longer authorized to access any services and the restrictions imposed on you with respect to material downloaded from the services, the disclaimers and limitations of liabilities set forth in this agreement, shall survive.

Asset Recording Services reserves the right to change the Terms of Service or policies regarding the use of the Service at any time and to notify you by posting an updated version of the Terms of Service on this Web site. You are responsible for regularly reviewing the Terms of Service. Continued use of the Service after any such changes shall

constitute your consent to such changes.

1.14 Asset Recording Services and Privacy Please see our Privacy Policy for a full representation of the principles Asset Recording Services abides by.

We do not currently have services for children under 18. If a child wants to use our services, the children's parent or guardian must register for our services and participate with the child.

1.15 Language It is the express will of the parties that this agreement and all related documents have been drawn up in English.