

Welcome and Thank You for joining NuffWORLD, LLC network of websites and services

**In order to use websites and services provided within NuffWORLD,
You are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

"Client", "You" and "Your" refers to you, the person accessing this website and accepting the company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our NuffWORLD, its officers and administrators. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. This terms of use agreement (the "Agreement") applies to all Websites offered by NuffWORLD (collectively, the "Services"). All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

General

This agreement sets forth the terms and conditions that apply to your use of the Services. Without limitation, by using or accessing the services, you agree to comply with all terms and conditions hereof. The right to use the Services is personal to you and is not transferable to any other person or entity. You are responsible and liable for protecting the confidentiality of you password(s), if any, and are fully responsible for the use of the Services by any other person or entity you permit to access the Services under your account. If there is a security breach with your account, please notify NuffWORLD immediately.

NuffWORLD may add, change or discontinue any aspect or feature of the Services without notice, though notice will be issued whenever possible.

Disclaimer Exclusions and Limitations

The information on this web site is provided on an "as is" basis without any expressed or implied warranties including, but not limited to, implied warranties or merchantability, fitness for a particular purpose, and non infringement.

To the fullest extent permitted by law, this Company:

Excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and

Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and

the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Privacy Statement

We are committed to protecting your privacy. We constantly review our systems and data to ensure the best possible service to you. Our Privacy Policy was designed to disclose how you can use and how we collect shared content and information.

We collect the IP address and email address (where possible) of those who use our web pages, the email address of those who post to our boards, and the email address of those who communicate with us through submittal forms. As well as those who use our Forum, aggregate information on pages consumers access or visit to include user-specific information on what pages you access or visit.

Google, as a third party vendor, uses cookies to serve ads on Nuff WORLD sites. Google's use of the DART cookie enables it to serve ads to your users based on their visit to your sites and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the [Google ad and content network privacy policy](#).

Confidentiality

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

WEBSITE SECURITY

WE WILL PROMISE TO KEEP THE NUFFWORLD WEBSITE AS BUG-FREE AND SAFE AS POSSIBLE, BUT YOU USE OUR SITE AT YOUR OWN RISK. WE ARE PROVIDING NUFFWORLD "AS IS" WE DO NOT GUARANTEE THAT NUFFWORLD WILL BE SAFE OR SECURE. NUFFWORLD IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR NUFFWORLD, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR NUFFWORLD WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH

CASES, NUFFWORLD'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Registration and Account Security

In registering to become a client of NuffWORLD, you agree to the following

1. To participate in non-premium services of NuffWORLD, you are at least 13 years of age.
2. To participate in any premium service of NuffWORLD without legal guardian consent, you are at least 18 years of age.
 - a. If you are between 13 and 17 years of age, you and a legal guardian of you must complete a "consent and release" form in order to allow participation in a NuffWORLD premium service.
 - b. Your account must be managed by your legal guardian.
 - c. Your legal guardian will be considered the guarantor of your NuffWORLD account and will also be responsible for your compliance with all agreements, policies and codes of NuffWORLD.
3. You will NOT create more than one personal profile or account.
4. If we disable your account, you will not create another account without our written permission.
5. You will NOT use your personal profile for your own commercial gain without our written permission.
6. You will NOT use NuffWORLD if you are under the age of 13.
7. You will NOT use NuffWORLD if you are a convicted sex offender.
8. You will keep your contact information accurate and up-to-date.
9. You will NOT share your password or other security clearances with others without first notifying us in writing. Again, you are responsible for any activity performed through your account.
10. You will NOT transfer your account to anyone without our written consent.
11. You will abide by the terms, codes of conduct and privacy policies of any company used to support the operation of NuffWORLD.
12. We reserve the right to remove any username from your account WITHOUT notice if we deem that action appropriate to honor NuffWORLD's [code of conduct](#) and integrity.

Users Outside the United States

Along with this agreement, you also:

- Consent to having your personal data transferred to and processed in the United States.
- If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will NOT engage in commercial activities within NuffWORLD or operate a platform application within NuffWORLD.

Sharing Your Content and Information

All content and information posted in NuffWORLD through your account, such as photos and videos, is owned by you. You must adhere to our "[Code of Conduct Policy](#)". You will be able to control how it is shared through your account privacy and application settings. By posting your content on our website you authorize non exclusive, royal-free, and worldwide licensing to use any content you post on or in connection with NuffWORLD. This authorization ends when you delete your content or your account unless your content has been shared with other clients and they have not deleted it. Be advised that deleted content may still exist in backup copies for a reasonable period of time.

When you use an application or publish content within NuffWORLD and according to your privacy and application settings, your content and information is shared with the application. Publishing content using

the “everyone” setting means that you are allowing access to that information to everyone, including people who are NOT members of NuffWORLD.

NuffWORLD encourages and appreciates ideas and feedback from everyone and is known to incorporate ideas and feedback from all of our clients. Please be clear that we may use them without any obligation to compensate you, just as you have no obligation to offer the feedback and ideas.

LINKS TO THIRD PARTY SITES

NuffWORLD may contain links to or feeds from other Web Sites ("Linked Sites"). The Linked Sites are not under the control of NuffWORLD and NuffWORLD is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site or any information transmitted on a Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by NuffWORLD of the site or any association with its operators.

Any dealings with third parties (including advertisers) included within or available via a link, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. NuffWORLD shall not be responsible or liable for any part of any such dealings or promotions.

Special Provisions Applicable to Share Links

If you include our Share Link button on your website, the following additional terms apply to you:

1. We give you permission to use NuffWORLD's Share Link button so that users can post links or content from your website on NuffWORLD.
2. You give us permission to use and allow others to use such links and content on NuffWORLD.
3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on NuffWORLD.

Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply:

4. You are responsible for your application and its content and all uses you make of Platform. You must ensure that your platform adheres to all terms, conditions and guidelines of NuffWORLD.
5. Your access to and use of data you receive from NuffWORLD, will be limited as follows:
 - You will only request data you need to operate your application.
 - You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
 - You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.

- You will not include data you receive from us concerning a user in any advertisement.
- You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use. You have to obtain written consent from us first.
- You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
- We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
- We can limit your access to data.
- You will not give us information that you independently collect from a user or a user's content without that user's consent.
- You will make it easy for users to remove or disconnect from your application.
- You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
- You will provide customer support for your application.
- You will not show third party ads or web search boxes on NuffWORLD without our written consent.
- You will not misrepresent your relationship with NuffWORLD to others.
- We can issue a press release describing our relationship with you.
- You will comply with all applicable laws.
- comply with the Video Privacy Protection Act ("VPPA"), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on NuffWORLD. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
- We do not guarantee that Platform will always be free.
- You give us all rights necessary to enable your application to work with NuffWORLD, including the right to incorporate content and information you provide to us into streams, profiles, and user action stories.
- You give us the right to link to or frame your application, and place content, including ads, around your application.
- We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
- To ensure your application is safe for users, we can audit it.
- We can create applications that offer similar features and services to, or otherwise compete with, your application.

Advertisements and Other Commercial Content Served or Enhanced by NuffWORLD

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

- You can use your [privacy settings](#) to limit how your name and profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us.
- You give us permission to use your name and profile picture in connection with that content.
- We do not give your content or information to advertisers without your consent.

- You understand that we may not always identify paid services and communications as such.

Special Provisions Applicable to Advertisers

You can target your specific audience by buying ads on NuffWORLD or our publisher network. The following additional terms apply:

- You will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available.
- When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
- In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
- You will pay for your Orders in accordance with our Payments Terms.
- We will determine the size, placement, and positioning of your ads.
- We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
- We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads. You can cancel your Order at any time through our online portal, but it may take up to 48 hours before the ad stops running. You are responsible for paying for those ads.
- Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
- We can use your ads and related content and information for marketing or promotional purposes.
- You will not issue any press release or make public statements about your relationship with NuffWORLD without written permission.
- We may reject or remove any ad for any reason.
- If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:
 - You warrant that you have the legal authority to bind the advertiser to this Statement.
 - You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

Payments

If you make a payment on NuffWORLD or use NuffWORLD Tokens, you agree to our Payments Terms as follows:

Cancellation Policy

You may cancel your account at anytime and for any reason. However, if you are a premium client, no refunds will be offered where a service has already begun its operation. Any payment received by us from you for services that have not begun may be refunded. Minimum 48 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone text message and/or fax, or any other means will be accepted subject to confirmation in writing.

Termination

A violation of any of the terms within this agreement may result in termination of your account. If we find a possible legal exposure for us, we can stop providing all or part of our services to you without notice. However, we may notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this agreement will terminate. Propriety rights will still apply.

Other

This Statement and adjoining policies make up the entire Agreement between the parties regarding NuffWORLD, and supersedes any prior agreements.

If any portion of this Agreement is found to be unenforceable, the remaining portion will remain in full force and effect.

We may waive the enforcement any portion of this Agreement without losing the right to enforce any other portion of this Agreement, however, If we fail to enforce any of this Statement, it will not be considered a waiver.

We use IP addresses and Cookies to analyze trends, administer the site, track user movement and gather broad demographic information for aggregate use. This information is not shared with third parties and is only used within NuffWORLD. Any individually identifiable information related to this data will not be used in any way different to that stated above.

Opinions stated by various contributors to HD Radio Network and its radio programs are not to be considered as endorsed by NuffWORLD and HD Radio Network, Inc. Visitors are urged to use their own discernment to draw their own conclusions.

NuffWORLD and HD Radio Network do not confirm nor deny the validity or accuracy of the content broadcasted, nor do we take responsibility for any content broadcasted. Any music, services or products aired should be used solely for entertainment and enjoyment.

We emphasize the importance of keeping an open mind and not construing the data, products and/or services as factual.

Any amendment to or waiver of this Agreement must be made in writing and signed by us.

All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in this Agreement shall prevent us from complying with the law.

This Agreement does not confer any third party beneficiary rights.

If you believe any materials on the services provided infringe a third party copyright, please notify us immediately. Upon our receipt of a proper notice of infringement under the Digital Millennium Copyright Act (“DSMA”), NuffWORLD will respond quickly and will follow DCMA procedures to resolve the claim, including where applicable, the removal or disabling of such material.

Copyright and Trademark Notices

Copyrights and other relevant intellectual property rights exist on all text relating to NuffWORLD's services and the full content of this website. This Company's logos and images are registered trademarks. The brand names and specific services of this Company featured on this web site are the exclusive property of NuffWORLD and trademarked as applicable.

Contact

You may contact us regarding this Agreement through the NuffWORLD website or email at webmaster@mynuffworld.com

Effective Date: This Agreement was last updated on January 9, 2011.

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