

TERMS AND CONDITIONS OF SERVICE

Free Rumble is a continuous publication of text content, software, scripts, graphics, photos, audio content, music videos, audio-visual combinations, interactive features and other materials displayed. The use of products, software, services, channels or Free Rumble websites, which are provided to you on or by or through the sites www.rumblepedia.it, www.rumblepedia.com, www.freerumble.it and www.freerumble.com - hereinafter referred to as Web sites - by Free Rumble (collectively the "Service") are subject to the terms and conditions of a legally binding contract between you and Free Rumble.

1 THE CONTRACT

1.1 You agree to the following terms and conditions and any policies, guidelines or amendments that may be made from time to time, including, without limitation, the Program Policies and Legal Notices (collectively, the "Terms"). It is possible that in future the Terms will be updated, the latest version of this contract will thereafter be available to users on web sites.

1.2 The contract between the user and Free Rumble, consists of (A) contract terms and conditions set out herein, (B) Privacy Policy, (C) Guidelines;

1.3 The terms apply to all users of the Service, including users who insert content on the service. The term content includes text content, software, scripts, graphics, photos, audio content, music videos, audio-visual combinations, interactive features and other materials displayed on or accessible through, or embedded in, the Service by the user.

1.4 Before you can use the Service, you must agree to the Terms. The Service may be used only after acceptance of the Terms.

1.5 The Terms can be accepted by simply using the Service. You acknowledge and agree that Free Rumble considers the use of the Service as acceptance of the Terms from that point onwards.

1.6 Those who will not be able to use the service and agree to the user Terms are: (a) those not of legal age to enter into a contract with Free Rumble (b) Those legally prohibited from or inhibited to use or receive the Service under Italian law and the laws of the country where they are resident or from which the user accesses or uses the Service (c) Users which have been prohibited from receiving services under the laws of the United States or other applicable jurisdiction.

1.7 Free Rumble may periodically change the terms due to changes, for example, in legislation or in regulation or in features offered through the Service. The modified version of the Terms (the "Modified Terms") will be published at <http://www.freerumble.com/termini.php> or made available within the Service. In case of rejection of the modified terms, you must discontinue use of the Service. If you continue to use the Service after publication of the revised Terms, such use will constitute implicit acceptance of the revised terms.

2. USE OF SERVICES

2.1 In order to access the applications and services of web sites or other elements of the Service, you must create an account. When creating your account, you must provide accurate and complete information for proper identification, on how to be contacted, or other types of information through the registration process and / or continued use of Free Rumble Services

2.2 The user must not register more than one account, maintain the confidentiality of his password and shall be responsible for all activities that occur under his account (against Free Rumble, and against third parties).

2.3 The user agrees to notify Free Rumble immediately of any unauthorized use of his password or account or any other breach of security. Free Rumble can not and will not be held responsible for any loss or damage arising from failure to provide accurate information or to keep his password secure.

2.4 The user acknowledges that all data, information, text, software, music, audio files, photographs, images, video, messages or other materials (the "Content") are the sole responsibility of the person from which such Content originated.

2.5 Free Rumble reserves the right, but without obligation, to pre-screen, flag, filter, refuse, edit or move any Content. The user understands that by using the Free Rumble Services, he may be exposed to Content that is offensive, indecent or objectionable and that the use of the Services is at the user's own risk.

2.6 The user will have the obligation to acquire services and software necessary to limit access to material that he may find objectionable. Free Rumble has the right but not the obligation to monitor this equipment.

2.7 Free Rumble is the subject of innovation and continues to provide the best possible experience for its users. The user acknowledges and agrees that the form and nature of the service that Free Rumble provides may change from time to time without prior notice. As part of this continuing innovation, the user acknowledges and agrees that Free Rumble may stop (permanently or temporarily) providing the Service (or any features within the Services) to users in general at the sole discretion OF Free Rumble, without prior notice

2.8 The user can stop using the Service at any time. He will not be specifically informed by Free Rumble when to stop using the Service.

3 GENERAL LIMITATION FOR USE

3.1 With this Agreement Free Rumble authorizes the user to access and use the Service, subject to the following conditions, and the user agrees that failure to adhere to any of these conditions shall constitute a violation of these Terms on his part:

A. The user may not distribute any part or parts of Websites or of the Service, including but not limited to, the Content, by any means without the prior written permission of Free Rumble, and to alter or modify any part of the Websites or any Service;

B. The user is not allowed to circumvent (or attempt to circumvent), disable or otherwise interfere with any security related features of the Service;

C. without the prior written permission of Free Rumble, the user may not use the Service for the sale of access to the Service, advertising sales, sponsorships or promotions placed on or within the Service, on Content, on advertising sales, sponsorships or promotions on any page of blog-enabled commercials or websites containing content transmitted through the Service.

D. The user is not permitted to use or launch any computer system (including, without limitation, robots, spiders, or offline readers) that accesses the Service in order to send

more request messages to Free Rumble servers in a given period of time superior to that which a human being can reasonably make in the same period of time using a standard web browser (ie, unmodified) publicly available;

E. The user is not permitted to collect or gather any personal information about users of the Websites or any Service (and acknowledges that also the account name of Free Rumble and its personal information will be considered);

F. The user can not use the Websites or the Service (including feedback and configurations of the e-mail on the Sites) to solicit trade or business in connection with commercial activities;

G. The user is not allowed to solicit, for commercial purposes, users of the Websites in terms of their contents;

H. The user is not permitted to access the content for any reason other than personal, non-commercial use.

I. The user may not copy, reproduce, distribute, transmit, distribute, display, sell, license or otherwise exploit the Content for any other purpose without the prior written consent of Free Rumble or its licensors of the Content.

4 CONTENTS, RIGHTS LICENSED AND LIABILITY '

4.1 Each user can add content and advertising content.

4.2 With the publication and inclusion of content you grant Free Rumble a non-exclusive and free world-wide license, transferable (even partially) to use, reproduce, distribute , prepare derivative works of, display and perform such Content in connection with the provision of the Free Rumble'S business Services.

4.3 The licenses granted in these Terms and specified by the user will cease when the user removes or deletes the same from websites. The above licenses relating to User Comments are granted to the user for an indefinite period of time, but do not otherwise affect his property rights.

4.4 The user retains all ownership rights of his Content, but must grant license rights to Free Rumble and other users of the Service.

4.5 The user acknowledges that he is aware that, regardless of whether Free Rumble publishes content it does not guarantee any confidentiality with respect to the content.

4.6 The user acknowledges and agrees that he is solely responsible for its content and consequences of its upload or online publication. Free Rumble does not endorse content or opinions, recommendations or advice contained therein, and expressly disclaims any liability with regard to the content. You agree to indemnify Free Rumble, from and against any claims raised by third parties arising from or related to, in any way, unlawful use, or otherwise in violation of, these Terms of Service, including any liability or expense arising

from all claims, losses, damages (actual and consequential), court proceedings, lawsuits, costs and fees of every kind and nature.

4.7 The user RECOGNISES and guarantees that he has (and will continue to do so while using the service) all necessary licenses, rights, and permits required to allow Free Rumble to use his Content for the purposes of the provision of service by Free Rumble, and otherwise use the Content as provided by the Service and these Terms.

4.8 The user agrees that HE IS responsible for his own conduct and any Content that he creates, transmits or displays while using the Free Rumble Services and the consequences resulting therefrom. He agrees to using Free Rumble Services only for lawful purposes, prop in accordance with the Terms and any applicable policies or guidelines.

4.9 The user may not post or upload content that contains material that is illegal to possess in Italy and in the country in which he is resident, or that would be illegal to use or for Free Rumble to possess in connection with the Service.

4.10 The Content on the Service may not contain any copyrighted material subject to third parties or other proprietary rights of third parties (including rights of privacy or rights of publicity) unless he has a formal license or permission from the rightful owner, or is otherwise legally authorized to publish the material in question and to grant to Free Rumble.

4.11 Should Free Rumble become aware of any potential breach of these Terms, **IT** reserves the right (but not the obligation) to decide whether the contents comply with the requirements provided in these Terms and may remove such Content and / or inhibit the access of a user to upload content that is in violation of these Terms at any time, without notice and at its sole discretion.

4.12 The user further acknowledges and agrees that when using the Service he may be exposed to Content that is factually inaccurate, offensive, indecent or otherwise objectionable. HE agrees to waive with this agreement, any right. legal or equitable, that he may have against Free Rumble in relation to any of such Content.

5 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1 The user hereby acknowledges and agrees that (a) the use of the Free Rumble services by the user is entirely at his own risk. Free Rumble services are provided "as is" and "based on their availability." To the maximum extent permitted by law, Free Rumble and partners do not recognize all warranties and conditions of any kind, expressed or implied, including, without limitation, any implied warranties and conditions of commercial suitability for a particular purpose and non- violation of the rights of others;

(B) Free Rumble and its professional partners dsoes not guarantee (i) that the Free Rumble services will meet all requirements, (ii) that the Free Rumble services will be free from interruptions, timely, secure or error-free, (iii) that the results Free Rumble obtain **S** from the use of the services will be accurate and reliable, (iv) that the quality of any

product, service, information or other material purchased or obtained by the user through the Free Rumble services will meet user expectations, and (v) that software errors will be corrected;

(C) any material downloaded or otherwise obtained through the use of the Free Rumble services are at the user's own risk and discretion and that the user will be solely responsible for any damage to his computer systems or other devices or loss of data resulting from the download of such material, (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM, BY OR THROUGH Free Rumble constitute a form of warranty not expressly mentioned in these terms.

The user expressly acknowledges and agrees that Free Rumble and partners will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if Free Rumble or partners have been advised of the possibility of such damages) resulting from: (i) the use or inability to use the Free Rumble services, (ii) unauthorized access or alteration of transmissions or user data, (iii) statements or conduct of any third party services Rumble Free or (iv) any other matter related to services Free Rumble.

6. LINK

Free Rumble Services (or third parties) can provide links to other Web sites or resources. Free Rumble may have no control over such sites and resources, the user acknowledges and agrees that Free Rumble is not responsible for the availability of such external sites or resources and does not endorse and is not responsible for any Content, advertising, products or other materials on or available from such sites or resources. The user further acknowledges and agrees that Free Rumble can not be held responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by the use of, or reliance on, any such Content, goods or services available on or through any such site or resource.

7. ADVERTISING

Some Rumble Free Services are funded by advertising revenue and may display advertisements and promotions on the service in question. These advertisements may be targeted to the content of information stored on Rumble Free Services, queries made through the Free Rumble Services or other information. The style, form and extent of advertising by Free Rumble on its services are subject to change. In consideration of the Free Rumble, Services the user agrees that Free Rumble may place such advertising and that it will not be liable for any loss or damage of any sort incurred by the user as a result of the presence of such advertisers on the Free Rumble Services or subsequent dealings with advertisers.

8. PRIVACY POLICY

8.1 For more information about our procedures to protect data, see the Privacy Policy at <http://www.freerumble.com/legal/Norme%20sulla%20privacy.pdf>

8.2 Using the Free Rumble Services, the user acknowledges and agrees that Free Rumble may access, preserve and disclose his account information and any Content associated with it if required by law or, in good faith, believes that such protection of access or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or request of the applicable agencies and governmental bodies, (b) enforce the Terms of Service (including investigation of potential violations thereof), (c) detect, prevent or otherwise address fraud, or other conduct prejudicial to the security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of Free Rumble, its users and the public as required or permitted by law.

8.3 The user acknowledges that the technical processing and transmission of the Free Rumble Services, including his Content, may include (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of networks, devices or services used.

8.4 The user also understands and agrees that the domain administrator can access his account and its content, and may suspend or terminate his account accessed by the user or the ability to change the account from the user.

9 GENERAL INFORMATION

Entire Agreement. The Terms (including any policies, guidelines or amendments that may be presented to the user from time to time, such as Program Policies and Legal Notices) constitute the entire agreement between the user and Free Rumble and regulate the use by Free Rumble User Services, superceding any prior agreements between the user and Free Rumble for the use of the Free Rumble Services. The user also may be subject to additional terms and conditions that may apply when he uses or purchases certain other Free Rumble services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The Terms and the relationship between the user and Free Rumble will be governed by the laws of the Italian State which shall prevail in case of conflict clauses. The user and Free Rumble agree to submit to the personal and exclusive jurisdiction of the Court of Rome (Italy)

Waiver and Severability of Terms. The failure to exercise or enforce any right of Free Rumble or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is held invalid by a court of competent jurisdiction, the parties nevertheless agree that the court should follow the parties' intentions as reflected in the provision, and that the other provisions of the Terms remain in full force and effect.

Statute of Limitations. The user agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of Free Rumble Services or the Terms must be filed within one (1) year after the event causing THE action arising or be forever declined.