

EXHIBIT 21



www.archive.org
415.561.6767
415.840-0391 e-fax

Internet Archive
300 Funston Avenue
San Francisco, CA 94118

AFFIDAVIT OF CHRISTOPHER BUTLER

1. I am the Office Manager at the Internet Archive, located in San Francisco, California. I make this declaration of my own personal knowledge.

2. The Internet Archive is a website that provides access to a digital library of Internet sites and other cultural artifacts in digital form. Like a paper library, we provide free access to researchers, historians, scholars, and the general public. The Internet Archive has partnered with and receives support from various institutions, including the Library of Congress.

3. The Internet Archive has created a service known as the Wayback Machine. The Wayback Machine makes it possible to surf more than 150 billion pages stored in the Internet Archive's web archive. Visitors to the Wayback Machine can search archives by URL (i.e., a website address). If archived records for a URL are available, the visitor will be presented with a list of available dates. The visitor may select one of those dates, and then begin surfing on an archived version of the Web. The links on the archived files, when served by the Wayback Machine, point to other archived files (whether HTML pages or images). If a visitor clicks on a link on an archived page, the Wayback Machine will serve the archived file with the closest available date to the archived page upon which the link appeared and was clicked.

4. The archived data made viewable and browseable by the Wayback Machine is compiled using software programs known as crawlers, which surf the Web and automatically store copies of web files, preserving these files as they exist at the point of time of capture.

5. The Internet Archive assigns a URL on its site to the archived files in the format [http://web.archive.org/web/\[Year in yyyy\]\[Month in mm\]\[Day in dd\]\[Time code in hh:mm:ss\]/\[Archived URL\]](http://web.archive.org/web/[Year in yyyy][Month in mm][Day in dd][Time code in hh:mm:ss]/[Archived URL]). Thus, the Internet Archive URL <http://web.archive.org/web/19970126045828/http://www.archive.org/> would be the URL for the record of the Internet Archive home page HTML file (<http://www.archive.org/>) archived on January 26, 1997 at 4:58 a.m. and 28 seconds (1997/01/26 at 04:58:28). A web browser may be set such that a printout from it will display the URL of a web page in the printout's footer. The date assigned by the Internet Archive applies to the HTML file but not to image files linked therein. Thus images that appear on a page may not have been archived on the same date as the HTML file. Likewise, if a website is designed with "frames," the date assigned by the Internet Archive applies to the frameset as a whole, and not the individual pages within each frame.

6. Attached hereto as Exhibit A are true and accurate copies of printouts of the Internet Archive's records of the HTML files for the URLs and the dates specified in the footer of the printout.


7. I declare under penalty of perjury that the foregoing is true and correct.

DATE: 7/20/11

Christopher Butler

Exhibit A



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Terms of Service

Services of Hotfile.

Hotfile offers the Client services provided the Client completely and unconditionally undertakes to comply with the present Agreement. In this Agreement, it is agreed that: - The client (if you, or the user, or the subscriber) means a private person or an organization, including its employees that uses or intends to use the Services of Hotfile; - Services of Hotfile mean the electronic or interactive services rendered by Hotfile.

Hotfile reserves the right to change or stop all of the rendered Services at any time.

The rights to use the Services of Hotfile.

Our Services are rendered to private persons or organizations that have the corresponding legal status that enables the conclusion of legally binding arrangements in accordance with legislation. Accepting this agreement, the User confirms the fact that he or she has the license of economic activity (to be the consumer of services) in accordance with the law (during a period of validity in the present Agreement), he or she is not a business rival of Hotfile, and also declares that in accepting the present Agreement, the Client is at least 18 years of age and has the right to conclude the contracts, which have a binding force, as the Client.

Account of the Client. Rights of the client. Responsibilities of the client.

The client undertakes to give to Hotfile the true, exact, and full information about him or herself for all of the questions that are requested on the registration form. The client agrees the update and support information to be true, exact, and in a full state. Otherwise, Hotfile has the right to suspend or cancel your account and present Agreement.

The client is the unique legal owner for the data of the account (the login, password and all attendant data). The client has full responsibility for all and any (successful or unsuccessful) attempts to access the Services or use of Services (including all actions and transactions) with the use of the account of Client, except for cases when access or the utilization of Services is a direct result of negligence of Hotfile.

The client agrees that the voluntary transfer of login and password of its privileged account (GOLD-account) to third parties leads to the automatic lifting of the privileged status of the account, and notes that a violation of the user's agreement used.

The client is completely responsible for the preservation of the confidentiality of the information of access to his or her account, as well as has full responsibility for the actions that occur by way of his or her account.

The client undertakes to notify Hotfile immediately in case of nascence of the circumstances indicating that his or her account or information was used unauthorized. These cases are (but not limited): reception by the Client of confirmation his or her orders of services, made on his or her account that the Client didn't order; occurrence in client's account of data regarding actions (downloading or uploading files) that the client didn't do or other similar inconsistent actions.

Client's data. Ordering information. Changing the information about the client.

The client has exclusive obligations and full responsibility for the information, which he or she saved on the servers of Hotfile. The client supervises his or her own files through the unique reference generated for him or her. The client has full responsibility for the data and exclusive obligation for any lost and unreduced information. The client agrees to contain the information according to legal responsibilities. The client agrees to reception on the e-mail address of news of service, the information on new services and actions of service Hotfile. Hotfile undertakes to delete the client's information after completing a period of validity in the present Agreement. Hotfile reserves the right to keep the client's information in the archives after his or her deletion, and has not any obligation to the Client for such information.

In using our service IP address your browser will be identified and brought into the databases of our servers. This IP address is saved by the servers of Hotfile only for our internal utilization (calculation of visiting, optimum usage of downloading files, etc.). Hotfile uses cookies to save the options of the users' browsers, in the case that users provide their consent. Utilization of cookies doesn't permit one to find out confidential information about a client - e-mail address, postal address, numbers on a credit card, etc.

Our service calculates the e-mail addresses of users of Hotfile with the purpose of registration and the enumeration of users. Hotfile does not sell and does not share your personal information with any companies.

Ownership of information and copyrights.

You recognize that all materials (except the users' uploading), submitted on the present Web page, switching the information, documentation, goods, trademarks, drawings, sounds, GUI, software, and services (further called Materials), rendered by Hotfile or third parties - authors, developers, suppliers (in generally called Intermediaries), belong to Hotfile and/or to Intermediaries. Elements of Web pages are protected by legislation on a set of various nonfunctional elements of the goods or services and other legislation and cannot be copied or reproduced in part or whole. Hotfile, trademark of Hotfile and other goods mentioned in the present agreement, are trademark of Hotfile. Other names of goods, names of companies, marks, trademarks, and symbols are trademarks of corresponding organizations.

Services of Hotfile can be used in legitimate objectives. Transmission, distribution, or storage of any materials that violate laws are forbidden. This includes without restriction patented materials, copyright laws, trademarks, commercial secrets and other intellectual property rights. The client is obliged to receive the author's preliminary agreement in the case of the use of his or her materials. In using the Services, you declare and guarantee that you are the author and owner of the copyrights and/or have due

licenses for the represented information, you also declare and guarantee that your information does not offend trademarks and other rights of third parties. Hotfile reserves the right to immediately suspend or delete the account of a client, which, in the opinion of Hotfile, offends the present agreement or laws or decisions.

Attention! In case of using Hotfile Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all necessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.

You agree to not use the services of Hotfile

for the purpose of: Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information distributing for terrorist propagation, propagandizing of kindling interethnic, racial or religious break a set, representing violence or death;

Causing of harm to minors, including any form of child pornography; in the case that we shall regard this as sufficiently serious, it will be transferred to the corresponding administrative tribunals and/or members of the ISP;

Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information, which offends the rights of some party on all patents, trademarks, commercial secrets, copyrights, or other property rights.

You undertake to not place information containing illegal materials, as well as other forms of the transmission of illegal or obscene contents and information prompting illegal actions inducing gaming, illegal sales of the weapons, advertising, pornography and racism. You also undertake to not place discrediting information concerning some person, without the consent or intentionally rendering such to someone as mental cruelty.

In the case of the non-observance of the present requirements, **Hotfile reserves the right to immediately suspend or delete, without preliminary prevention, your account or the transaction** violating the present agreement.

Illegal actions also include intrusions or attempts of intrusion into the information system of Hotfile, or attempts to affect the ability of Hotfile to render Services.

These are (but not limited to the following actions):

Unauthorized access to the Services of Hotfile, which includes attempts to probe, test systems for availability, to try to break down the system of information protection of the website without permission from Hotfile;

Intervention in the process of rendering Services to any client or users' network for example avalanche routing or intentional attempts to overload system;

We don't allow multiple accounts for one user. If we found such an accounts they will be deleted.

There are many other actions that can destroy the infrastructure of Hotfile, which are strictly prohibited and are the subject of criminal and civil liability.

Lawfully or not, Hotfile reserves the right to decide for the fate of the activity of Hotfile and its Clients.

Attentions please, in such a case if it will be detected that an account or transmitted information violates any of those rules, Hotfile reserves the right to delete the account or stop the transfer of information. If it is necessary, Hotfile will send claims to the corresponding legal structures. In this case, Hotfile will actively cooperate with administrative tribunals in the investigation and criminal prosecution of similar actions, which means the disclosure of the data of the Client's account.

Attention! In case of using Hotfile Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all necessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.

Complaints of the persons, breaking our Rules, are accepted [here](#). Each complaint will be considered, and depending on the results, can lead to the deletion of the Client's account without preliminary prevention.

Absence of guarantees. Responsibility.

You express understanding and agreement with the following:

You use these services at your own risk.

Services of Hotfile are rendered "as is" and "as far as possible". Hotfile and its representatives, within the limits allowed by legislation, haven't the responsibility for the any guarantees, for example, the guarantee of conformity of the user's purpose, guarantee of commercial suitability, and guarantee of absence of violation of third parties rights. Hotfile and its representatives do not guarantee accuracy, reliability, completeness, timeliness of Services, software or other information content;

We don't guarantee that Services will correspond to your requirements, Services will be rendered continuously, quickly, reliably, and without mistakes, Results which can be received through the utilization of services, will be exact and reliable, Quality of some product, service, information, or other materials, which you received through the utilization of Services, will correspond to your expectations. Some materials, which you loaded or otherwise received through the utilization of Services, are used by you at your own discretion and at your own risk, and only you have exclusive responsibility for any data that is lost or damaged, which can also damage your computer system or as the result of loading these materials;

Any consultation or information, written or oral, received by you through the utilization of Services, doesn't represent a guarantee, except for direct guarantees in the present Agreement.

You agree to recover damages, including reasonably the necessary payment of legal services, and to release Hotfile, its affiliated organizations, and branches, management, employees, agents from responsibility for any claims and requirements based on your utilization of Services; or violation of the present Agreement or other rules and conditions of Hotfile.

You use the services of Hotfile at your own risk. If you are not satisfied with our Services or present user agreement, or any other rules, you have the right to stop the utilization of Services. You agree that Hotfile is not responsible for any sheer, indirect, collateral, or penal losses as such as *lucrum cessans*, lost of reputation, data that is lost or other non-material losses, taken place for reasons of utilization or impossibility of utilization of services; necessities to pay anew the unremunerative goods or services purchased through the utilization of Services; unauthorized access or modification in transmitted information or data; statements or actions of any third party within the framework of services; any other event concerning the Services.

Modification of the Agreements and Rules for extension of Services.

We reserve the right at any time to modify the present agreement for the extension of Services. We also reserve the right at any time to modify or stop all Services, with the prior notification or without, for a specified time or without a time limit.

You agree that Hotfile does not have any obligations to you, nor to any third party for any modification, suspension, or termination of Services. You recognize that we can establish the general rules and restrictions of using Services, including the maximal disk space allotted to you on the servers of Hotfile, the maximal number of look-up, (and their time of duration) to Services for the specified time.

In addition, you recognize that Hotfile has the right, without preliminary prevention, to change tariffs for the utilization of Services. Modification of tariffs for the utilization of Services inures after the termination of the validity of an existing subscription of the Client.

Hotfile has the immediate right to prevent, suspend, (without a time limit or temporarily) to close access and to stop the extension of Services to the client, or to delete the account of the Client, and also to refuse to render service to the client further in the case of: Hotfile is justified to believe that the Client has broken or has not executed any aspect of the present Agreement or other contracts or instructions of Hotfile, Client hasn't paid for services or any others indebtednesses to Hotfile, Hotfile cannot establish authenticity of the information given by the Client, Hotfile is justified to believe that actions of the Client can entail the legal responsibility of the Client, other Clients of Hotfile or Hotfile. Hotfile reserves the right at their own discretion at any time to stop Services or their part, with the prior notification or without such. You agree that the termination of access to Services on any item of present user's agreement can inure without prior notification, and also agree that Hotfile has the immediate right to deactivate, archive, or delete your account and their parts: information, data and-or refuse to access in the further to those data or Services. Furthermore, you agree that Hotfile is not responsible to you or any third party for the termination of your access to Services.

After the cancellation of the present Agreement by the Client or Hotfile, all privileges of the Client stipulated in the Agreement, and obligations of Hotfile extension of Services, are immediately cancelled.

Incapacity of Hotfile to undertake actions concerning violations performed by the Client or other persons, does not deprive the right of Hotfile to take measures concerning subsequent or similar violations.

Any requirement or claim raised by the Client for any items of the present Agreement should be given within twelve months from the moment of occurrence of the requirement or the claim's basis.

The client and Hotfile are independent contractors. The present Agreement does not provide and does not create such forms of legal relationship with the Client as an establishment, company, joint venture, labor relations, trading relations.

For the conditions of the present Agreement, the Client has not the right to transfer any rights or to assign other persons duties. Any attempts of transfer those rights have not validity.

Our activity for the extension of Services can be broken by various factors, which we can't control. We have not the responsibility for any delays, or the incapacity to render Service as a result of reasons, which do not depend on us.

If any clause of the present Agreement is declared invalid, that clause should be bypassed, with the least damage of interests of the parties, and other clauses of the Agreement continue to be in effect. Headings of items of the Agreement serve only for convenience, and in any degree do not determine, limit, interpret, or describe a spectrum or a measure of an item of agreement.

Accepting this agreement, you declare and guarantee to Hotfile company, that you are not a competitor of Hotfile and you undertake to not use the information received through the utilization of the website of Hotfile and Services of Hotfile for being in a competition to the last.

Excepting agreements and conditions that are published on the website, the present Agreement regulates full understanding and agreement between the parties concerning the discussed subject.

Department of the fight against abuse: [Click here](#)

Counterfeit files will be immediately deleted after the reception of your proven confirmation. In the case of the detection of such files, we will take advantage of [this form](#) and send a full reference on such a file.

HotFile.com does not support or allow uploading files containing illegal content as well as other forms of transferring illegal or obscene materials and information that induce individuals to committing illegal action

Important Notice

All users who post links in sites / forums without following respective rules (spamming, flooding and etc) will be suspended and their accounts will be closed!

[Accueil](#) | [Premium](#) | [Charte de confiance](#) | [Conditions de services](#) | [Signaler abus](#) | [Imprint](#) | [File Checker](#) | [Reseller](#) | [ICRA labelled](#) | [Nous contacter](#)

English [Upload](#) [Premium](#) [Affiliate](#) [FAQ](#) [Contacts](#) [Sign up](#)Username: Password: [Forgot Password](#)

HotFile (www.hotfile.com) is an Online Service Provider under Title II of the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"). This document outlines the policy that hotfile.com have introduced in order to implement notice and takedown policy as required by DMCA. This document guides copyright owners interested in utilizing this procedure, as well as service users interested in restoring access to material mistakenly taken down.

Writing and sending Proper Notification

The DMCA provides a legal procedure by which you can request any Online Service Provider to disable access to a website where your copyrighted work(s) are appearing without your permission. The legal procedure consists of two parts: (1) Writing a Proper DMCA Notice, and (2) Sending the Proper DMCA Notice to hotfile.com Designated Agent.

To write a Proper DMCA Notice, state the following information:

- * Identify yourself as an owner of copyrighted work or exclusive rights that you believe were infringed, or a person acting on behalf of such owner.
- * State your contact information, including your name, street address, phone number, and email address.
- * Identify the copyrighted work that you believe is being infringed, or if a large number of works are being infringed, a representative list of the works.
- * Identify the location of materials that allegedly are infringing your copyrighted work, by providing Web URLs on hotfile.com site that contain these materials.
- * State that you have "a good faith belief that use of the aforementioned material is not authorized by the copyright owner, its agents, or the law".
- * State that the information in the notice is accurate, under penalty of perjury.

Your notice **must be signed with a physical signature** (when it is in paper form) or **electronic signature** (when it is in electronic form).

To exercise your DMCA rights, your Proper DMCA Notice must be sent to Designated Agent of hotfile.com to email: abuse@hotfile.com

Notice and takedown procedure

HotFile.com will follow the procedures provided in the DCMA to properly enforce rights of copyright holders. When a Proper DMCA notification is received by Designated Agent, or when hotfile.com becomes otherwise aware that copyright rights are infringed, it will remove or disable access to infringing materials as soon as possible. You don't need to wait confirmation from us about this action.

If users submitting or downloading materials believe that their use of materials was lawful, they have the right of sending a Proper Counter-notification in order to restore access to these materials. Hotfile.com will comply with the appropriate provisions of the DMCA in the event a counter notification is received by its Designated Agent.

Thank you for your understanding!

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Username: Password: [Forgot Password](#)

Terms of Service

Services of Hotfile.

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The client agrees that the voluntary transfer of login and password of its privileged account (GOLD-account) to third parties leads to the automatic lifting of the privileged status of the account, and notes that a violation of the user's agreement used.

The client is completely responsible for the preservation of the confidentiality of the information of access to his or her account, as well as has full responsibility for the actions that occur by way of his or her account.

The client undertakes to notify Hotfile immediately in case of nascence of the circumstances indicating that his or her account or information was used unauthorized. These cases are (but not limited): reception by the Client of confirmation his or her orders of services, made on his or her account that the Client didn't order; occurrence in client's account of data regarding actions (downloading or uploading files) that the client didn't do or other similar inconsistent actions.

Client's data. Ordering information. Changing the information about the client.

The client has exclusive obligations and full responsibility for the information, which he or she saved on the servers of Hotfile. The client supervises his or her own files through the unique reference generated for him or her. The client has full responsibility for the data and exclusive obligation for any lost and unreduced information. The client agrees to contain the information according to legal responsibilities. The client agrees to reception on the e-mail address of news of service, the information on new services and actions of service Hotfile. Hotfile undertakes to delete the client's information after completing a period of validity in the present Agreement. Hotfile reserves the right to keep the client's information in the archives after his or her deletion, and has not any obligation to the Client for such information.

In using our service IP address your browser will be identified and brought into the databases of our servers. This IP address is saved by the servers of Hotfile only for our internal utilization (calculation of visiting, optimum usage of downloading files, etc.). Hotfile uses cookies to save the options of the users' browsers, in the case that users provide their consent. Utilization of cookies doesn't permit one to find out confidential information about a client - e-mail address, postal address, numbers on a credit card, etc.

Our service calculates the e-mail addresses of users of Hotfile with the purpose of registration and the enumeration of users. Hotfile does not sell and does not share your personal information with any companies.

Ownership of information and copyrights.

You recognize that all materials (except the users' uploading), submitted on the present Web page, switching the information, documentation, goods, trademarks, drawings, sounds, GUI, software, and services (further called Materials), rendered by Hotfile or third parties - authors, developers, suppliers (in generally called Intermediaries), belong to Hotfile and/or to Intermediaries. Elements of Web pages are protected by legislation on a set of various nonfunctional elements of the goods or services and other legislation and cannot be copied or reproduced in part or whole. Hotfile, trademark of Hotfile and other goods mentioned in the present agreement, are trademark of Hotfile. Other names of goods, names of companies, marks, trademarks, and symbols are trademarks of corresponding organizations.

Services of Hotfile can be used in legitimate objectives. Transmission, distribution, or storage of any materials that violate laws are forbidden. This includes without restriction patented materials, copyright laws, trademarks, commercial secrets and other intellectual property rights. The client is obliged to receive the author's preliminary agreement in the case of the use of his or her

materials. In using the Services, you declare and guarantee that you are the author and owner of the copyrights and/or have due licenses for the represented information, you also declare and guarantee that your information does not offend trademarks and other rights of third parties. Hotfile reserves the right to immediately suspend or delete the account of a client, which, in the opinion of Hotfile, offends the present agreement or laws or decisions.

Attention! In case of using Hotfile Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all necessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.

You agree to not use the services of Hotfile

for the purpose of: Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information distributing for terrorist propagation, propagandizing of kindling interethnic, racial or religious break a set, representing violence or death;

Causing of harm to minors, including any form of child pornography; in the case that we shall regard this as sufficiently serious, it will be transferred to the corresponding administrative tribunals and/or members of the ISP;

Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information, which offends the rights of some party on all patents, trademarks, commercial secrets, copyrights, or other property rights.

You undertake to not place information containing illegal materials, as well as other forms of the transmission of illegal or obscene contents and information prompting illegal actions inducing gaming, illegal sales of the weapons, advertising, or the publication of materials that violate legislation regarding the distribution of pornography and racism. You also undertake to not place discrediting information concerning some person, without the consent or intentionally rendering such to someone as mental cruelty.

In the case of the non-observance of the present requirements, **Hotfile reserves the right to immediately suspend or delete, without preliminary prevention, your account or the transaction** violating the present agreement.

Illegal actions also include intrusions or attempts of intrusion into the information system of Hotfile, or attempts to affect the ability of Hotfile to render Services.

These are (but not limited to the following actions):

Unauthorized access to the Services of Hotfile, which includes attempts to probe, test systems for availability, to try to break down the system of information protection of the website without permission from Hotfile;

Intervention in the process of rendering Services to any client or users' network for example avalanche routing or intentional attempts to overload system;

There are many other actions that can destroy the infrastructure of Hotfile, which are strictly prohibited and are the subject of criminal and civil liability.

Lawfully or not, Hotfile reserves the right to decide for the fate of the activity of Hotfile and its Clients.

Attentions please, in such a case if it will be detected that an account or transmitted information violates any of those rules, Hotfile reserves the right to delete the account or stop the transfer of information. If it is necessary, Hotfile will send claims to the corresponding legal structures. In this case, Hotfile will actively cooperate with administrative tribunals in the investigation and criminal prosecution of similar actions, which means the disclosure of the data of the Client's account.

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Complaints of the persons, breaking our Rules, are accepted [here](#). Each complaint will be considered, and depending on the results, can lead to the deletion of the Client's account without preliminary prevention.

Absence of guarantees. Responsibility.

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We don't guarantee that Services will correspond to your requirements, Services will be rendered continuously, quickly, reliably, and without mistakes, Results which can be received through the utilization of services, will be exact and reliable, Quality of some product, service, information, or other materials, which you received through the utilization of Services, will correspond to your expectations. Some materials, which you loaded or otherwise received through the utilization of Services, are used by you at your own discretion and at your own risk, and only you have exclusive responsibility for any data that is lost or damaged, which can also damage your computer system or as the result of loading these materials;

Any consultation or information, written or oral, received by you through the utilization of Services, doesn't represent a guarantee, except for direct guarantees in the present Agreement.

You agree to recover damages, including reasonably the necessary payment of legal services, and to release Hotfile, its affiliated organizations, and branches, management, employees, agents from responsibility for any claims and requirements based on your utilization of Services; or violation of the present Agreement or other rules and conditions of Hotfile.

You use the services of Hotfile at your own risk. If you are not satisfied with our Services or present user agreement, or any other rules, you have the right to stop the utilization of Services. You agree that Hotfile is not responsible for any sheer, indirect, collateral, or penal losses as such as lucrum cessans, lost of reputation, data that is lost or other non-material losses, taken place for reasons of utilization or impossibility of utilization of services; necessities to pay anew the unremunerative goods or services purchased through the utilization of Services; unauthorized access or modification in transmitted information or data; statements or actions of any third party within the framework of services; any other event concerning the Services.

Modification of the Agreements and Rules for extension of Services.

We reserve the right at any time to modify the present agreement for the extension of Services. We also reserve the right at any time to modify or stop all Services, with the prior notification or without, for a specified time or without a time limit.

You agree that Hotfile does not have any obligations to you, nor to any third party for any modification, suspension, or termination of Services. You recognize that we can establish the general rules and restrictions of using Services, including the maximal disk space allotted to you on the servers of Hotfile, the maximal number of look-up, (and their time of duration) to Services for the specified time.

In addition, you recognize that Hotfile has the right, without preliminary prevention, to change tariffs for the utilization of Services. Modification of tariffs for the utilization of Services inures after the termination of the validity of an existing subscription of the Client.

Hotfile has the immediate right to prevent, suspend, (without a time limit or temporarily) to close access and to stop the extension of Services to the client, or to delete the account of the Client, and also to refuse to render service to the client further in the case of: Hotfile is justified to believe that the Client has broken or has not executed any aspect of the present Agreement or other contracts or instructions of Hotfile, Client hasn't paid for services or any others indebtednesses to Hotfile, Hotfile cannot establish authenticity of the information given by the Client, Hotfile is justified to believe that actions of the Client can entail the legal responsibility of the Client, other Clients of Hotfile or Hotfile. Hotfile reserves the right at their own discretion at any time to stop Services or their part, with the prior notification or without such. You agree that the termination of access to Services on any item of present user's agreement can inure without prior notification, and also agree that Hotfile has the immediate right to deactivate, archive, or delete your account and their parts: information, data and-or refuse to access in the further to those data or Services. Furthermore, you agree that Hotfile is not responsible to you or any third party for the termination of your access to Services.

After the cancellation of the present Agreement by the Client or Hotfile, all privileges of the Client stipulated in the Agreement, and obligations of Hotfile extension of Services, are immediately cancelled.

Incapacity of Hotfile to undertake actions concerning violations performed by the Client or other persons, does not deprive the right of Hotfile to take measures concerning subsequent or similar violations.

Any requirement or claim raised by the Client for any items of the present Agreement should be given within twelve months from the moment of occurrence of the requirement or the claim's basis.

The client and Hotfile are independent contractors. The present Agreement does not provide and does not create such forms of legal relationship with the Client as an establishment, company, joint venture, labor relations, trading relations.

For the conditions of the present Agreement, the Client has not the right to transfer any rights or to assign other persons duties. Any attempts of transfer those rights have not validity.

Our activity for the extension of Services can be broken by various factors, which we can't control. We have not the responsibility for any delays, or the incapacity to render Service as a result of reasons, which do not depend on us.

If any clause of the present Agreement is declared invalid, that clause should be bypassed, with the least damage of interests of the parties, and other clauses of the Agreement continue to be in effect. Headings of items of the Agreement serve only for convenience, and in any degree do not determine, limit, interpret, or describe a spectrum or a measure of an item of agreement.

Accepting this agreement, you declare and guarantee to Hotfile company, that you are not a competitor of Hotfile and you undertake to not use the information received through the utilization of the website of Hotfile and Services of Hotfile for being in a competition to the last.

Excepting agreements and conditions that are published on the website, the present Agreement regulates full understanding and agreement between the parties concerning the discussed subject.

Department of the fight against abuse: [Click here](#)

Counterfeit files will be immediately deleted after the reception of your proven confirmation. In the case of the detection of such files, we will take advantage of [this form](#) and send a full reference on such a file.

HotFile.com does not support or allow uploading files containing illegal content as well as other forms of transferring illegal or obscene materials and information that induce individuals to committing illegal action



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Terms of Service

Services of Hotfile.

Hotfile offers the Client services provided the Client completely and unconditionally undertakes to comply with the present Agreement. In this Agreement, it is agreed that: - The client (if you, or the user, or the subscriber) means a private person or an organization, including its employees that uses or intends to use the Services of Hotfile; - Services of Hotfile mean the electronic or interactive services rendered by Hotfile.

Hotfile reserves the right to change or stop all of the rendered Services at any time.

The rights to use the Services of Hotfile.

Our Services are rendered to private persons or organizations that have the corresponding legal status that enables the conclusion of legally binding arrangements in accordance with legislation. Accepting this agreement, the User confirms the fact that he or she has the license of economic activity (to be the consumer of services) in accordance with the law (during a period of validity in the present Agreement), he or she is not a business rival of Hotfile, and also declares that in accepting the present Agreement, the Client is at least 18 years of age and has the right to conclude the contracts, which have a binding force, as the Client.

Account of the Client. Rights of the client. Responsibilities of the client.

The client undertakes to give to Hotfile the true, exact, and full information about him or herself for all of the questions that are requested on the registration form. The client agrees the update and support information to be true, exact, and in a full state. Otherwise, Hotfile has the right to suspend or cancel your account and present Agreement.

The client is the unique legal owner for the data of the account (the login, password and all attendant data). The client has full responsibility for all and any (successful or unsuccessful) attempts to access the Services or use of Services (including all actions and transactions) with the use of the account of Client, except for cases when access or the utilization of Services is a direct result of negligence of Hotfile.

The client agrees that the voluntary transfer of login and password of its privileged account (GOLD-account) to third parties leads to the automatic lifting of the privileged status of the account, and notes that a violation of the user's agreement used.

The client is completely responsible for the preservation of the confidentiality of the information of access to his or her account, as well as has full responsibility for the actions that occur by way of his or her account.

The client undertakes to notify Hotfile immediately in case of nascence of the circumstances indicating that his or her account or information was used unauthorized. These cases are (but not limited): reception by the Client of confirmation his or her orders of services, made on his or her account that the Client didn't order; occurrence in client's account of data regarding actions (downloading or uploading files) that the client didn't do or other similar inconsistent actions.

Client's data. Ordering information. Changing the information about the client.

The client has exclusive obligations and full responsibility for the information, which he or she saved on the servers of Hotfile. The client supervises his or her own files through the unique reference generated for him or her. The client has full responsibility for the data and exclusive obligation for any lost and unreduced information. The client agrees to contain the information according to legal responsibilities. The client agrees to reception on the e-mail address of news of service, the information on new services and actions of service Hotfile. Hotfile undertakes to delete the client's information after completing a period of validity in the present Agreement. Hotfile reserves the right to keep the client's information in the archives after his or her deletion, and has not any obligation to the Client for such information.

In using our service IP address your browser will be identified and brought into the databases of our servers. This IP address is saved by the servers of Hotfile only for our internal utilization (calculation of visiting, optimum usage of downloading files, etc.). Hotfile uses cookies to save the options of the users' browsers, in the case that users provide their consent. Utilization of cookies doesn't permit one to find out confidential information about a client - e-mail address, postal address, numbers on a credit card, etc.

Our service calculates the e-mail addresses of users of Hotfile with the purpose of registration and the enumeration of users. Hotfile does not sell and does not share your personal information with any companies.

Ownership of information and copyrights.

You recognize that all materials (except the users' uploading), submitted on the present Web page, switching the information, documentation, goods, trademarks, drawings, sounds, GUI, software, and services (further called Materials), rendered by Hotfile or third parties - authors, developers, suppliers (in generally called Intermediaries), belong to Hotfile and/or to Intermediaries. Elements of Web pages are protected by legislation on a set of various nonfunctional elements of the goods or services and other legislation and cannot be copied or reproduced in part or whole. Hotfile, trademark of Hotfile and other goods mentioned in the present agreement, are trademark of Hotfile. Other names of goods, names of companies, marks, trademarks, and symbols are trademarks of corresponding organizations.

Services of Hotfile can be used in legitimate objectives. Transmission, distribution, or storage of any materials that violate laws are forbidden. This includes without restriction patented materials, copyright laws, trademarks, commercial secrets and other intellectual property rights. The client is obliged to receive the author's preliminary agreement in the case of the use of his or her materials. In using the Services, you declare and guarantee that you are the author and owner of the copyrights and/or have due licenses for the represented information, you also declare and guarantee that your information does not offend trademarks and

other rights of third parties. Hotfile reserves the right to immediately suspend or delete the account of a client, which, in the opinion of Hotfile, offends the present agreement or laws or decisions.

Attention! In case of using Hotfile Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all necessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.

You agree to not use the services of Hotfile

for the purpose of: Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information distributing for terrorist propagation, propagandizing of kindling interethnic, racial or religious break a set, representing violence or death;

Causing of harm to minors, including any form of child pornography; in the case that we shall regard this as sufficiently serious, it will be transferred to the corresponding administrative tribunals and/or members of the ISP;

Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information, which offends the rights of some party on all patents, trademarks, commercial secrets, copyrights, or other property rights.

You undertake to not place information containing illegal materials, as well as other forms of the transmission of illegal or obscene contents and information prompting illegal actions inducing gaming, illegal sales of the weapons, advertising, or the publication of materials that violate legislation regarding the distribution of pornography and racism. You also undertake to not place discrediting information concerning some person, without the consent or intentionally rendering such to someone as mental cruelty.

In the case of the non-observance of the present requirements, **Hotfile reserves the right to immediately suspend or delete, without preliminary prevention, your account or the transaction** violating the present agreement.

Illegal actions also include intrusions or attempts of intrusion into the information system of Hotfile, or attempts to affect the ability of Hotfile to render Services.

These are (but not limited to the following actions):

Unauthorized access to the Services of Hotfile, which includes attempts to probe, test systems for availability, to try to break down the system of information protection of the website without permission from Hotfile;

Intervention in the process of rendering Services to any client or users' network for example avalanche routing or intentional attempts to overload system;

There are many other actions that can destroy the infrastructure of Hotfile, which are strictly prohibited and are the subject of criminal and civil liability.

Lawfully or not, Hotfile reserves the right to decide for the fate of the activity of Hotfile and its Clients.

Attentions please, in such a case if it will be detected that an account or transmitted information violates any of those rules, Hotfile reserves the right to delete the account or stop the transfer of information. If it is necessary, Hotfile will send claims to the corresponding legal structures. In this case, Hotfile will actively cooperate with administrative tribunals in the investigation and criminal prosecution of similar actions, which means the disclosure of the data of the Client's account.

Attention! In case of using Hotfile Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all necessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.

Complaints of the persons, breaking our Rules, are accepted [here](#). Each complaint will be considered, and depending on the results, can lead to the deletion of the Client's account without preliminary prevention.

Absence of guarantees. Responsibility.

You express understanding and agreement with the following:

You use these services at your own risk.

Services of Hotfile are rendered "as is" and "as far as possible". Hotfile and its representatives, within the limits allowed by legislation, haven't the responsibility for the any guarantees, for example, the guarantee of conformity of the user's purpose, guarantee of commercial suitability, and guarantee of absence of violation of third parties rights. Hotfile and its representatives do not guarantee accuracy, reliability, completeness, timeliness of Services, software or other information content;

We don't guarantee that Services will correspond to your requirements, Services will be rendered continuously, quickly, reliably, and without mistakes, Results which can be received through the utilization of services, will be exact and reliable, Quality of some product, service, information, or other materials, which you received through the utilization of Services, will correspond to your expectations. Some materials, which you loaded or otherwise received through the utilization of Services, are used by you at your own discretion and at your own risk, and only you have exclusive responsibility for any data that is lost or damaged, which can also damage your computer system or as the result of loading these materials;

Any consultation or information, written or oral, received by you through the utilization of Services, doesn't represent a guarantee, except for direct guarantees in the present Agreement.

You agree to recover damages, including reasonably the necessary payment of legal services, and to release Hotfile, its affiliated organizations, and branches, management, employees, agents from responsibility for any claims and requirements based on your utilization of Services; or violation of the present Agreement or other rules and conditions of Hotfile.

You use the services of Hotfile at your own risk. If you are not satisfied with our Services or present user agreement, or any other rules, you have the right to stop the utilization of Services. You agree that Hotfile is not responsible for any sheer, indirect,

collateral, or penal losses as such as *lucrum cessans*, lost of reputation, data that is lost or other non-material losses, taken place for reasons of utilization or impossibility of utilization of services; necessities to pay anew the unremunerative goods or services purchased through the utilization of Services; unauthorized access or modification in transmitted information or data; statements or actions of any third party within the framework of services; any other event concerning the Services.

Modification of the Agreements and Rules for extension of Services.

We reserve the right at any time to modify the present agreement for the extension of Services. We also reserve the right at any time to modify or stop all Services, with the prior notification or without, for a specified time or without a time limit.

You agree that Hotfile does not have any obligations to you, nor to any third party for any modification, suspension, or termination of Services. You recognize that we can establish the general rules and restrictions of using Services, including the maximal disk space allotted to you on the servers of Hotfile, the maximal number of look-up, (and their time of duration) to Services for the specified time.

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Excepting agreements and conditions that are published on the website, the present Agreement regulates full understanding and agreement between the parties concerning the discussed subject.

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