

Terms of Use

Welcome to www.RecallBuzz.com

PLEASE READ THE FOLLOWING TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING THIS WEBSITE. PLEASE BE ADVISED THAT BY ACCESSING OR USING THIS WEBSITE (“www.RecallBuzz.com”), WHICH IS OWNED AND OPERATED BY NOBEL COMPUTER SYSTEMS, INC. (“NOBEL”), INCLUDING BUT NOT LIMITED TO ALL SUBPAGES, YOU AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO ALL OF THE TERMS SET FORTH HEREIN.

I. YOUR USE OF www.RecallBuzz.com

You agree to access and use www.RecallBuzz.com only for lawful purposes. You are solely responsible for the knowledge of, and adherence to, any and all laws, statutes, rules and regulations pertaining to your use of www.RecallBuzz.com. By accessing www.RecallBuzz.com, you agree that you will not:

- A. Use www.RecallBuzz.com to commit a criminal offense or to encourage others to engage in any conduct which would constitute a criminal offense;
- B. Use www.RecallBuzz.com in a way to give rise to civil liability or encourage others to engage in any conduct which would give rise to civil liability;
- C. Use www.RecallBuzz.com to impersonate other parties or entities;
- D. Use www.RecallBuzz.com to upload any content that contains a software virus, “Trojan Horse” or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of www.RecallBuzz.com or the hardware or software of any other person who accesses www.RecallBuzz.com;
- E. Upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or contractual relationship;
- F. Alter, damage, or delete any content posted on www.RecallBuzz.com;
- G. Disrupt www.RecallBuzz.com or its servers or networks in any way; or
- H. Claim a relationship with or represent any business, association, or other organization with which you are not authorized to claim such a relationship or to represent.

II. YOUR PASSWORDS AND ACCOUNT SECURITY

- A. You agree and understand that you are responsible for maintaining the security and confidentiality of passwords associated with any account you use on www.RecallBuzz.com.
- B. Accordingly, you agree that you will be solely responsible to NOBEL for all activities that occur under your account.
- C. If you become aware of any unauthorized use of your password or of your account, you agree to notify NOBEL immediately.

III. INFORMATION YOU PROVIDE

In order to use certain aspects of www.RecallBuzz.com, you may be required to provide information. You agree that any information you give to NOBEL will always be accurate, correct and up to date. To learn how NOBEL may use such information please visit the www.RecallBuzz.com, [Privacy Policy](#).

IV. INTELLECTUAL PROPERTY

- A. NOBEL respects the intellectual property of others and it asks its users to do the same. Service marks and trademarks contained in or displayed on www.RecallBuzz.com, and the contents of linked sites operated by third parties, are the property of their respective owners (which may be NOBEL). All other design, information, text, graphics, images, pages, interfaces, links, software, and other items and materials contained in or displayed on www.RecallBuzz.com, and the selection and arrangements thereof, are the property of NOBEL. All rights are reserved.
- B. Digital Millennium Copyright Act (“DMCA”) Notice/Takedown Request

If you believe that your work has been copied in a way that constitutes copyright infringement via its display on, or other use by, www.RecallBuzz.com, you may submit a notice pursuant to the DMCA by providing NOBEL’s Copyright Agent (see Section IV(E) below) with the following information in writing:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit NOBEL to locate the material;
4. information reasonably sufficient to permit NOBEL to contact you, such as an address, telephone number, and, if available, an email address;
5. a statement that you (and, if applicable, the person or entity on whose behalf you are acting) have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

C. DMCA Counter-Notice

You do not have the right to post material to www.RecallBuzz.com unless given such right by NOBEL. If NOBEL has given you permission to post an array of material to www.RecallBuzz.com, and the specific material you posted has been taken down pursuant to the DMCA, you may submit a counter-notice pursuant to the DMCA by providing NOBEL's Copyright Agent (see Section IV(E) below) with the following information in writing:

1. your physical or electronic signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. your name, address, and telephone number, and a statement that the you consent to the jurisdiction of the United States federal district court for the judicial district in which your address is located, or if your address is outside of the United States, that you consent for any judicial district in which NOBEL may be found, and that you will accept service of process from the person who provided notification under Section IV(C) above or an agent of such person.

- D. You acknowledge that if you fail to comply with all of the above requirements for a DMCA Notice/Counter-Notice (as applicable), your Notice/Counter-Notice may not be valid.
- E. NOBEL's designated Copyright Agent under the DMCA for www.RecallBuzz.com is Levon Baghdassarian, who can be reached as follows:

NOBEL Computer Systems, Inc.
709 Sycamore Ave, 2nd Floor
Tinton Falls, New Jersey 07701
By email: levon@nobelsystems.com

V. LINKS TO SITES OF NON-NOBEL ENTITIES

The site, www.RecallBuzz.com, may contain links to other sites on the Internet that are operated by parties other than NOBEL. For instance, users are encouraged to visit the following website for additional pertinent information: www.odi.nhtsa.dot.gov. NOBEL does not imply approval of the listed destinations, warrant the accuracy of any information set out in those destinations, or endorse any opinions expressed therein. Like www.RecallBuzz.com, all other websites operate under the auspices and at the direction of their respective owners who should be contacted directly with questions regarding the content of those sites.

VI. DISCLAIMERS

- A. WWW.RECALLBUZZ.COM AND ALL MATERIALS CONTAINED ON IT ARE DISTRIBUTED AND TRANSMITTED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE QUALITY, CONTENT, ACCURACY, COMPLETENESS, CURRENCY, FREEDOM FROM INTERRUPTION, FREEDOM FROM COMPUTER VIRUS, FREEDOM FROM ERRORS OR OMISSIONS, NON-INFRINGEMENT OF CONTENT PLACED ON WWW.RECALLBUZZ.COM (WHETHER BY THE NOBEL OR A THIRD PARTY) INCLUDING ANY OF THE DESIGN, INFORMATION, TEXT, GRAPHICS, IMAGES, PAGES, INTERFACES, LINKS, SOFTWARE, OR OTHER MATERIALS AND ITEMS CONTAINED IN OR DISPLAYED ON WWW.RECALLBUZZ.COM.
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- D. WWW.RECALLBUZZ.COM and NOBEL ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS RELATING TO ANY AND ALL RECALL OR OTHER NOTIFICATIONS PROVIDED ON SAID SITE.

VII. MISCELLANEOUS TERMS

- A. Nothing contained in or displayed on www.RecallBuzz.com or in these Terms constitutes or is intended to constitute legal advice by NOBEL or any of its agencies, officers, employees, agents, attorneys, or representatives.
- B. You agree that if NOBEL does not exercise or enforce any legal right or remedy which is contained in the Terms (or which NOBEL otherwise has under applicable law), such omission will not be taken to be a formal waiver of NOBEL's rights and shall not be construed to be a modification of the Terms.
- C. If any court of competent jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- D. The Terms, and your relationship with NOBEL under the Terms, shall be governed by and construed in accordance with the Laws of the State of New Jersey (notwithstanding New Jersey choice-of-law rules). You agree that any and all claims asserted by or against NOBEL arising under or related to the Terms shall solely be heard and determined either in the courts of the United States located in New Jersey or in the courts of the State of New Jersey.
- E. NOBEL reserves the right to revise and otherwise change the Terms at any time and without notice. Any modification is effective immediately upon posting, unless otherwise stated. Your continued use of www.RecallBuzz.com following the posting of any modification signifies your acceptance thereof. You should periodically visit this page to review the current Terms and Conditions of Use.

- F. The Terms and the www.RecallBuzz.com Privacy Policy constitute the entire agreement between you and NOBEL with respect to your use of www.RecallBuzz.com and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and NOBEL with respect to www.RecallBuzz.com. The Terms shall be deemed to include all other notices, policies, disclaimers and other terms contained in www.RecallBuzz.com and its subpages; provided, however, that in the event of a conflict between such other terms and these Terms, these Terms shall control.