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In addition, you agree that you will not use MRL's Site in any manner that could in any way disable, overburden, damage, or impair the Site or otherwise interfere with any other party's use and enjoyment of the Site. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through authorized use of the Site.

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- (ii) Advocates illegal activity, discusses an intent to commit an illegal act or violates any law;
- (iii) Is vulgar, obscene, pornographic, or indecent;

- (iv) Threatens or abuses others;
- (v) Is libelous or defamatory towards others;
- (vi) Is racist, abusive, harassing, threatening or offensive;
- (vii) Seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (viii) Harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- (ix) Impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;
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Please include the following:

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- (i) A description of the copyrighted work that you claim has been infringed upon;
- (ii) A description of where the material that you claim is infringing is located on the website, including the current website address;

(iii) Your address, telephone number, and e-mail address;

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My Replay Live, Inc.  
Attn: Copyright Agent  
6844 SW 60th  
Portland, OR 97219

E-mail: [luke@myreplaylive.com](mailto:luke@myreplaylive.com)

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You acknowledge and agree that MRL may preserve any transmittal or communication by you with MRL through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or MRL determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of MRL, its employees, users of or visitors to the Site, and the public.

You agree that MRL may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause



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You agree that MRL may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If MRL does take any legal action against you as a result of your violation of these Terms of Use, MRL will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to MRL. You agree that MRL will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

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If any of the provisions of these Website Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Website Terms of Use, so that these Website Terms of Use shall remain in full force and effect. These Website Terms of Use constitute the entire agreement between you and MRL with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and MRL with respect to such use are hereby superseded and cancelled. MRL will not accept any counter-offers to these Website Terms of Use, and all such offers are hereby categorically rejected. MRL's failure to insist on or enforce strict performance of these Website Terms of Use shall not be construed as a waiver by MRL of any provision or any right it has to enforce these Website Terms of Use, nor shall any course of conduct between MRL and you or any other party be deemed to modify any provision of these Website Terms of Use. These Website Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and MRL as a result of this agreement or use of MRL's Site.

These Website Terms of Use constitute the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and MRL with respect to any MRL Site.

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