

Conditions regarding the use of godzilist.com website and rights in surrendering intellectual property.

Godzilist is a website of news, information and entertainment, in the form of lists making up any top 5 and their ranking.

1 - LEGAL REFERENCES

The company GodziCorp (here after named "GodziCorp), S.P.R.L. with a capital of 75.000 euros, of which the head office is located rue Armand Campenhout in Brussels Belgium edits the website www.Godzilist.com (here after named "Godzilist")

To indicate any abuse, write to info@godzilist.com giving the following essentials:

- The Url of the page.
- Copy of the offending passage and its link.
- A justification of your demand to delete.
- Your surname name, your first name, real address, email address and telephone number.

The following terms and conditions of use are submitted to Belgian Law.

2 - THE CREATION OF A USER ACCOUNT

The set up of a user account will allow you to submit your "Top 5" and to sign it under a bogus name. The setting up of a user account offers you the possibility of creating a presentation page which sums up all your Top 5's edited.

To set up an account, you must be of adult age and unchallenged by any form.

You commit to completing the form and the information requested, honestly, fully, accurately and up to date. You commit to keeping the information requested, up to date and to not reveal your password. You equally certify that your bogus name does not breach any legal rights such as copyright and those to whom could bare entitlement, and that your bogus does not infringe upon public order. The setting up of a user account requires that, the present terms and conditions be accepted by the future user, terms and conditions which can be found at the following address <http://www.godzilist.com/conditions-dutilisation>. We suggest that you register or print out the user terms and conditions for future reference.

The setting up of a user account results with an " **Enrol**" appearing as a valid button. Once completion of information requested and the box " I accept the terms and conditions" has been

ticked. The terms and conditions hence becomes a clickable link allowing the user to consult the legal draft in its full content.

Both parties accept and recognise the rights to keep all data within Godzicorp.com database: names of created accounts, the top5's edited and submitted on line as well as all dates relative to edits by, with and on Godzicorp.com and the user, except in the case where a solicitor has been requested to contest.

3 - TOP AND COMMENTS

On Godzilist, you can submit, create and share your Top5's. You recognise all liability for the content therefore edited online.

GodziCorp accommodates the content, as in, Godzicorp provides for its users a storage space with the aim to publish and share the accommodated information with the greater public, in accordance with the legal act 6-1-2 of June 2004. Godzicorp does not preview the published content or the comments fed online by the direct users and will delete any and all content that has been signalled via the procedure indicated in article 2 (here above). It is here for against Belgian law to manifest in any way towards a third party and their rights.

GodziCorp can however use it's own online fed using Top 5'd that have been created by the GodziCorp team, and accepts full responsibility for it's own editorials. The Top 5's have been signed by their author who is identified as a, "Godzilist editor" (Admin).

GodziCorp can choose to improve, modify and bring a range of services to its website. The website Godzilist.com can be used for personnel purposes only and by no means as a commercial source. The website Godzilist.com can however publish advertisements on the "Top5's and comments" page.

GodziCorp reserves the right to modify the present terms and conditions of use and thus entrusts you with the duty of frequent consulting. In the case that a modification has been made, your use of the website www.godzilist.com and consequently all future Top 5's submitted can only take place, after your acceptance of the new version has been registered.

Please note that all and any modifications shall be notified on the website [Godzilist.com](http://www.godzilist.com)

Your commitments towards your Top 5's and your comments: When editing a Top5 or a comment you guarantee that the content you feed online is breaking no rules, regulations or laws, more specifically with regards to copyright and intellectual property, brand names, logos, personal information, slander, racial hate, any form of discrimination, denigration or the rights of all other parties and you guarantee to GodziCorp all financial consequences that could arise,

if the above be infringed by a user feed online. You are equally forbidden to use the website Godzilist to promote a commercial activity of any means, prospect or to advertise. You are committed to no inserts or to communicate links and websites that infringe upon Belgian law and the rights of all or any other party.

In the case that GodziCorp should be obliged to take legal action, either due to: a justified complaint or a violation of the present conditions of use, the following measure will be carried out: A removal of the offending content, the removal of your entire page, resignation of your account. Godzilist will save a back up of all supports that are available and can and will be used in a court of law as proof against the offender.

Godzilist does not guarantee an appropriated nature of the usage, of information and content within the Top 5 and the comments in association to them on the website. All the Top 5 and their graphical elements are supplied "in their state" and without a guarantee of any kind.

4 – INTELLECTUAL PROPERTY

4.1. Intellectual property concerning elements on the website.

Generally all elements constitutive of the website Godzilist.com which are protected by copyright, brand name, drawings and models, the rights of data base and all other legislation are applicable. Except in the case of agreed authorisation directly with Godzicorp, no logo, graphic, text, sound or image, video, or ranking sourced by Godzilist.com can be reproduced or fed online or broadcasted in any way. The Top5's can be used by the Godzilist.com server or the RSS flux issued by Godzilist.com when authorised, on the conditions that no modifications be made and that use of the Top 5's be solely of a personal and informative use with no commercial gain in sight.

Any implementation of deeper links with Godzilist.com requires authorisation from Godzicorp.

Usage of comments from the Top 5's or the Top 5's themselves in any other form other than a Top 5, is strictly forbidden. Those whom do not respect these rules and conditions are liable to be brought before a court of justice under the following offences: breaching copyright law and plagiarising, consequently GodziCorp reserves the right to file for damages caused by the offender before a court of justice.

4.2. Your commitment with regard to the surrendering of your own intellectual property rights.

When submitting a comment or a Top 5 you, therefore agree that Godzicorp, has the exclusive rights and is the sole owner and can use the feed on Godzilsit.com as is required by their needs either with partner websites, and in the case that paper or audiovisual support be required:

- Reproduction rights include:
 - Digital supports: (i) the rights to number, register, to be registered, reproduce or have reproduced in part or fully each of the Top 5's or comments, of the adaptations and translations upon the memory of all any machine/support that allows storage of digital information, such as servers, hard drives, electronic tablets, mobile and smartphones, PDA, CD-Rom CD-I, CD-photo and DVD or any other means and form of recording now or in the future (ii) the right to do and have done a copy of the Top5's and the comments which are necessary for their exploitation as well as their translations and adaptations (iii) the right to edit or to have edited all extracts of the Top 5's and of their adaptation and translation, that they may be exploited for financial means and gain in the promotion and information of and for Godzilist.com and GoziCorp.
 - Paper support: (i) the right to print and to have printed, and to reproduce fully or partially the Top 5's or the comments and on all surfaces that are printable today and in the future, notably books of all categories and styles, in the press, (newspapers, magazines specialised or otherwise) in the entire form, in a condensed form, abbreviated form, separately or together with other Top 5's from, by other authors, or with other content, (ii) the right to reproduce on all supports such as notably, brochures, flyers, handouts, post cards, invitations cards, notebooks, or all other paper articles.
- The right to register fully or partially a Top5 or the comments and to use as Branding, when the rights are submitted.
- The right to represent, as in:
 - The right to represent or to be represented in all venues and countries, in full or partially any content of the Top5's with adaptation and translation in every language, by all means that exist or will exist in the future, concerning public information, or by recital, communicated with an online public, via the internet, on mobile and smartphones, electronic tablets and digital television.
 - The right to broadcast or have broadcasted the Top 5's via means of telecommunication, radio, satellite, or cable television.
 - The rights to represent The Top 5 and the comments in all public demonstrations, festives, cultural events, business, informative, or for promotion and advertising purposes.
- The right of adaptation and translation, as in:

- The right to modify the Top 5 fully or partially, and, notably to make multiple in form and variations the Top5's in colour, format, other technical procedures and their relevant supports.
 - The right to translate the Top 5's and the comments into any and every language, either fully or partially.
- The right of adaptation of the Top 5 and the comments either in full or partially as an audiovisual piece, as in :
- A cinematographic work, video graphic and television as well as the rights to :(i) the reproduction upon every support that records audiovisual and digital (ii) and representations relating to the adaptations via projection, for free or with financial gain towards the general public, via the television, public projection, in code, via hertz waves, satellite, cable, with the aim at private viewing for free or with financial gain, or transmission in a public place of the televised version, for free or with financial gain, by retransmission via cable, satellite, or hertz waves either simultaneously or separately.
 - Multimedia exploitation and the right to incorporate, fully or partially, in audiovisual adaptations, within a multimedia piece of work, with the reserve of payment rights by GodziCorp and the cessionary, with the Sesam, the licences in vigour.
- The right to exploit or to have exploited the Top 5's and the comments, of promotional, advertising, artistic or cultural, on supports such as posters of all sizes and shapes, postcards, show tickets, t-shirts, games, figurines, and all other merchandising, covers, boxes, songbooks, television advertising slots, video graphics and cinematographic support.
- The right to issue and to circulate or to have issued and circulated worldwide the original Top5's and or copies of the Top5's for all public communication, or more generally for all exploitation secondary that may derive.

GODZICORP can equally part with the rights to all parties of its choice. This parting of rights is with accordance though out the world and has an initial period of fifteen years, renewable with a renewal agreement.

GODZICORP will solely have the power to consent and authorises the parting of rights under the reserve of the exercise of moral rights and the right to summons.

In the case that the present contract should be made void, for any motive, that resignation shall bare no influence or validation on the rights of reproduction, adaptation and representation prior to the agreed by GodziCorp and the implied parties.

GODZICORP can delete any inappropriate comment or a Top5 at any moment without notification.

For each Top5 or comment you declare that you dispose of all rights necessary in order to part with the rights mentioned in the present contract. You guarantee Godzicorp against all hindrance relative to the exploitation of the Top5 and comments. You guarantee GODZICORP consequently against all action in relation to the Top5's and comments and you commit to reimbursement of all financial costs that could arouse from legal fees engaged by GODZICORP should it be at the origin, cause or nature of the legal action solicited.

4.3. Mentions relative to Brands and third party content

The names of publishers, medias, and services and in more general terms, companies or products eventually mentioned on Godzilist.com are brands relative to their own ownership. The content undertaken in the advertisements are equally protected by copyright and brand right laws.

5 - POTECTION OF PERSONAL DATA

You benefit from the access right, to rectify and to delete your personal data, you may exercise this right at the following address info@godzilist.com.

The data is stored in Belgium and therefore falls under and benefits from European and Belgium laws and regulations, with regards to their integrity, their security and conformity to their treatment as to the ends of how the data is collected.

GodziCorp shall use the electronic address that you have supplied in order that you receive the Newsletter, should you no longer wish to receive the Newsletter, with a simple click on the link "to unsubscribe" which you will find at the end of each newsletter.

GodziCorp keeps all data relative to your identification, should you feed unauthorised content as in, it falls outside the legal boundaries, GodziCorp will be obliged to inform and consequently transfer the data to the police and other public authorities, upon their demand and in alignment with legal procedure, or used in the defence of GodziCorp in a court of law.

5.1. Cookies

GodziCorp uses the cookies, which register information relative to the navigation of the user on Godzelist.com, and can stock user information previously registered by the Godzelist.com user, and can equally stock information that the user has left during their visit. The purpose of the cookies is to facilitate the services provided, they can be used for advertising, statistics and or marketing procedures. The user therefore accepts equally that their navigation data along with their IP address can be collected and used for advertising champagnes, based on the different sectors where interest has been shown by customers whilst surfing the net on other websites.

The user can configure their navigator to accept or reject the cookies, or be warned when a cookie has been installed by using following procedure:

- For Mozilla firefox: Menu "tool" then "Options" / icon "Private life" / Menu "cookie" then select the appropriate option,
- For Microsoft Internet Explorer: Menu "tools" / Internet option" / window tab "Confidentiality" | / select the level required.

The user can equally manage the cookies that many companies are using today for advertising go online to [Your Online Choices](#).

The user equally accepts in this case the presence of tags web on some pages where statistic information can be transmitted to GodziCorp partners.