

Streambox Contributor Terms of Use

Welcome to the Streambox® Live Service™ web site.

Streambox Live Service allows you to upload and display Contributor Content as permitted by the functionality of Streambox' Live Software and the Software Encoder that is available as a free download on Streambox' www.live.streambox.com web site.

By signing up for a Streambox Contributor account or otherwise using the Streambox Live Service to upload or display your Contributor Content, you acknowledge that you have read, understood and agree to be bound by these Streambox Contributor Terms of Use, including any future modifications (the "Agreement").

Any capitalized terms not defined herein have the meaning set forth in the Streambox Live Service Terms of Use.

Your use of the Streambox Live Service is subject at all times to this Agreement and to the [Streambox Live Service Terms of Use](#) (including, but not limited to provisions regarding PROHIBITED USES, INDEMNIFICATION, LIMITATIONS OF LIABILITY AND DAMAGES, and DISCLAIMERS OF WARRANTIES).

For information regarding how Streambox collects, uses and discloses your personal information, please see the [Streambox Privacy Policy](#).

For information regarding any applicable Streambox Live Service Levels, please see the [Streambox Service Level Agreement](#).

Modification of the Terms.

Streambox reserves the right, at our discretion, to change, modify, add, or remove portions of this Agreement at any time by posting amended terms to this Agreement. Please check this Agreement periodically for changes. Your continued use of the Streambox Live Service after the posting of changes constitutes your binding acceptance of such changes.

For any material changes to this Agreement, Streambox shall send you notice of such change through your electronic mail account (supplied by you as you complete Streambox Live Services' online registration process) and

you shall have a period of thirty (30) days from Streambox' sending of such notice to accept or reject such changes. Should you reject such changes or not respond to Streambox' notice, Streambox reserves the right to immediately terminate your use of and access to the Streambox Live Service.

Termination

For clarity, the following are in addition to the termination provisions in the Streambox Terms of Use:

By Streambox

You agree that Streambox, in its sole discretion, and at any time discontinue providing access to the Streambox Live Service, or any part thereof, and may terminate any account (or any part thereof) you may have with Streambox or use of the Streambox Live Service, and remove and discard all or any part of your account or any piece of your Contributor Content (as such term is defined in the Streambox Terms of Use), at any time without notice or liability.

If you breach any of your obligations, covenants, representations, or warranties in this Agreement, you agree that any termination of your access to the Streambox Live Service or any account you may have or portion thereof may be affected without prior notice, and you agree that Streambox will not be liable to you or any third-party for any such termination.

Streambox complies with the notice and takedown provisions of the Digital Millennium Copyright Act, and as set forth in the Terms of Use does not permit copyright infringing activities on the Streambox Live Service and reserves the right to terminate access to the Streambox Live Service and remove all content submitted by any persons who are found to be repeat infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Streambox Live Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Streambox may have at law or in equity.

By you.

If you are dissatisfied with the Streambox Live Service, please notify us at support@streambox.com. Your input is valuable to us. Your only remedy

with respect to any dissatisfaction with (i) the Streambox Live Service, (ii) any term in this Agreement, (iii) any policy or practice of Streambox in operating the Streambox Live Service, or (iv) any content or information transmitted through the Streambox Live Service, is to terminate this Agreement and your account.

You may terminate your account, this Agreement, and your right to use the Streambox Live Service at any time and for any reason or no reason, by contacting Streambox customer support at support@streambox.com.

Contributor Content.

You retain all of your ownership rights in your Contributor Content. However, by submitting Contributor Content to Streambox, you hereby:

(i.) Grant Streambox a perpetual, worldwide, non-exclusive, royalty-free, fully paid-up, sub-licensable through multiple tiers and freely transferable license to publish and distribute your Contributor Content solely in connection with the Streambox Live Service and Streambox' (and its successor's) business, including without limitation for promoting and redistributing your Contributor Content.

(ii.) Grant each Authorized User (an Authorized User is typically a Broadcaster or Video Distribution Company designated by the Contributor during the online registration process) of the Streambox Live Service a non-exclusive license to access your Contributor Content through the Streambox Live Service, and to use, reproduce, distribute, publish, prepare derivative works of, display and perform such Contributor Content solely as permitted through the functionality of the Streambox Live Service and under these Terms of Use.

(iii.) If no Authorized Users are designated during the Streambox Live Service Contributor's online registration process, ALL users of Streambox Live Service will be granted a non-exclusive license to access your Contributor Content through the Streambox Live Service, and to use, reproduce, distribute, publish, prepare derivative works of, display and perform such Contributor Content solely as permitted through the functionality of the Streambox Live Service and under these Terms of Use.

Use of Contributor Content.

You are solely responsible for all of your Contributor Content and you hereby recognize and affirm that the Streambox Live Service is merely providing you the means to upload and distribute your Contributor Content via Streambox Data Centers to Broadcasters and Video Distribution Companies that have been authorized by you to download your Contributor Content. Accordingly, you shall be solely responsible for your own Contributor Content and the consequences of posting or publishing it. You hereby affirm, represent, and warrant that:

You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize Streambox to use and distribute your Contributor Content as necessary to exercise the rights and licenses granted by you in these Terms and in the manner contemplated by Streambox and these Terms;

Your Contributor Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other rights of any person or entity; and

Your Contributor Content does not contain any viruses, adware, spyware, worms, or other malicious code or any content or file that provides a method to access to potentially infringing content outside of the Streambox Live Service.

To the extent not otherwise described in Sections 4.2.1 through 4.2.4 above, your Contributor Content does not and will not violate any of the "Prohibited Uses" set forth in the Terms of Use.

Violators of third-party rights may be subject to criminal and civil liability. Streambox reserves all rights and remedies against any Contributors who violate this Terms of Use.

You understand that Streambox reserves the right to discontinue any aspect of the Streambox Live Service at any time, including the right to discontinue the display of any Contributor Content or linked or embedded content either generally or in specific cases.

Streambox Revenues and Advertising.

Streambox may rely on advertisers to help fund the Streambox Live Service. In order to continue distributing free software encoders for Streambox Live Service, you agree that Streambox may display advertisements and promotions of all kinds in and with the Streambox Live Service. You understand that Streambox may have agreements with websites including revenue sharing from advertising or transactions, and new user bounties. You understand that you are not entitled to any benefits received by Streambox related to such advertisements or promotions. You further understand that you may not sell, upload, or display advertisements, promotions, or solicitations of business in and with the Streambox Live Service.

Storage Limits.

With respect to your Streambox Live Service account subject to this Agreement, your account is limited to 5 GB of free storage for Contributor Content. We reserve the right to delete Contributor Content associated with your account automatically if your storage levels exceed the limit of 5 GB of free storage.

Streambox further reserves the right to delete any and all Contributor Content from Streambox Live Service seven (7) days after Contributor Content is uploaded to Streambox Live Data Center(s) servers using Streambox' free video encoder software.

Additional storage may be available for a fee, the price set forth in related Policies regarding your use of the Streambox Live Service in connection with a Streambox account, and subject to the Streambox Terms of Use, as designated in the section titled "Fees; Payments" and the Storage Fee.

Fair Use and Availability.

The Streambox Live Service is provided to you only on an "as-available" basis and Streambox does not guarantee that the Streambox Live Service will be uninterrupted or error free. We do not guarantee specific monthly uptime levels (Service Commitment) in regards to the Streambox Live Service, however we endeavor to meet a high level of Service Commitment uptime.

Streambox reserves the right to limit the transcoding services necessary to compress and author your Audiovisual Content in connection with the use of

the Streambox Live Service and any live video encoder, or PC-based media viewer provided by Streambox for amounts of Contributor Content above a specified free size/quantity limit. The related terms and conditions for any such transcoding services will be set forth in your Streambox account information or in related Policies regarding your use of the Streambox Live Service in connection with a Streambox account.

Streambox reserves the right to limit the number of Contributors who contribute any elements of Contributor Content created by using a Streambox account; restrictions on Contributors, if any, shall be set forth in the Policies with respect to your use of your Streambox Live Service account.

Support. For email support you may contact customer support at support@streambox.com. We will endeavor to respond to your support requests and inquiries within eight (8) business hours of our receipt; our support business hours are 9:00AM-5:00 PM (PST), Monday through Friday excluding US holidays. Streambox does not provide live support for the Streambox Live Service, and all support requests must be made, and will be responded to by, email

Monitoring Contributors and Content.

Streambox does not control the content posted by you and does not have any obligation to monitor such content for any purpose. You acknowledge that you are solely responsible for all content and material that you submit to Streambox through Streambox' Data Center(s).

Indemnification.

You agree to indemnify and hold harmless Streambox, and its suppliers and partners, from any claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees), based upon or arising out of: (i) any breach or alleged breach by you of your covenants, representations and warranties herein; (ii) the Contributor Content, or (iii) this Agreement.

Survival.

Sections 1, 3, 4, 5, 9, 10 and 11 will survive any termination of this Agreement.

Miscellaneous.

For clarity, all the terms in the Streambox Terms of Use (including, but not limited to Governing Law and Jurisdiction) shall apply to this Agreement. The services hereunder are provided by Streambox, Inc., located at 1848 Westlake Avenue North, Seattle, WA 98109, USA and email: support@streambox.com. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

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