

Streambox® Live Service™ Terms of Use

The following Terms of Use ("Terms") is a binding agreement between you, either an individual subscriber, customer, member, or user of at least 18 years of age or a single entity ("you", or collectively "users") and "Streambox" regarding your use of the Streambox® Live Service™ web site (www.live.streambox.com) and other web sites, services and networks owned or controlled by Streambox that allow for the encoding, distribution, storage, and decoding of video, audio, and other content.

By accessing the Streambox Live Service and/or by clicking "I agree", you agree to be bound by these Terms of Use. You hereby represent and warrant to Streambox that you are capable of entering into and performing legal agreements, and that you agree to be bound by the following Terms and Conditions. If you use the Streambox Live Service on behalf of a business, you hereby represent to Streambox that you have the authority to bind that business and your acceptance of these Terms of Use will be treated as acceptance by that business. In that event, "you" and "your" will refer to that business in these Terms of Use.

When using the Streambox Live Service, You will be subject to any additional posted policies, guidelines or rules applicable to specific services and features, which may be posted from time to time (the "Policies"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms of Service and any other document that has been incorporated by reference herein, these Terms of Service shall control.

Streambox reserves the right, at Streambox' discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms to the Streambox Live Service. Customers will be alerted to changes in terms when they are posted to the website. Your continued use of the Streambox Live Service after the posting of changes constitutes your binding acceptance of such changes. Except as stated elsewhere, such amended Terms will automatically be effective thirty (30) days after they are initially posted on the Streambox Live Service.

1. Ownership of Materials; Limited License

1.1 The data and materials on the Streambox Live Service, except the Contributor Content (as defined below), including, without limitation, the text, graphics, interactive features, logos, photos, music, videos, software, and all other audible, visual or downloadable materials, as well as the selection, organization, coordination, compilation and overall look and feel of the Streambox Live Service (collectively, the "Materials") are the intellectual property of Streambox, its licensors and its suppliers.

The Materials are protected by copyright, trade dress, patent, trademark and other laws, international conventions and proprietary rights and all ownership rights to the Materials remain with Streambox, its licensors or its suppliers, as the case may be. All trademarks, service marks, and trade names are proprietary to Streambox or its affiliates and/or third

party licensors. Except as expressly authorized by Streambox, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make use of the Materials. If, with authorization, you download or print a copy of the Materials for personal use, you must retain all copyright, trademark, or other proprietary notices. Streambox reserves all rights not expressly granted in and to the Streambox Live Service and the Materials.

1.2 Subject to your compliance with the terms and conditions set out in these Terms, Streambox hereby grants you a limited, non-exclusive, non-transferable, freely revocable license to use the Streambox Live Service to upload, store, transmit and display Contributor Content.

2. Incorporation by Reference

2.1 By signing up for a Streambox Live Service account or otherwise using the Streambox Live Service to upload, store, transmit, or display your Contributor Content, you are bound by the Streambox Terms; the Streambox Terms are hereby incorporated by reference.

2.2 The Streambox Live Service includes a paid service that includes additional benefits, including the ability to download and decode IP-based Contributor Content.

3. Contributor Content

3.1 Contributor Content as used herein means a method encoding, transmitting, and displaying streaming video content that is viewed simultaneously or nearly simultaneously by all Authorized Viewers of such streaming video content. The Streambox Live Service provides a system and method for Users to produce and distribute authorized live and prerecorded audiovisual content (the "Audiovisual Content").

The Streambox Live Service permits its Users to create, upload and/or display content of their own creations, including Audiovisual Content, written works posted on message boards, chat and blogs, and any other content, including without limitation, videos, music, images, and text (collectively, "Contributor Content").

3.2 You understand that when using the Streambox Live Service, you will be exposed to Contributor Content from a variety of sources, and that Streambox is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Contributor Content or other content. You further understand and acknowledge that you may be exposed to Contributor Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Streambox with respect thereto. Streambox does not endorse any Contributor Content or any opinion, recommendation, or advice expressed therein, and Streambox expressly disclaims any and all liability in connection with the Contributor Content.

YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST STREAMBOX WITH RESPECT THERETO AND AGREE TO INDEMNIFY AND HOLD STREAMBOX, ITS OWNERS/OPERATORS, AFFILIATES, SUPPLIERS, AND/OR LICENSORS HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO YOUR CONTENT AND END USER CONTENT AND USE OF THE STREAMBOX LIVE SERVICE.

4. Prohibited Uses

YOU HEREBY REPRESENT AND WARRANT THAT YOU WILL NOT (AND THE FOLLOWING SHALL SOMETIMES BE REFERRED TO AS "PROHIBITED USES"):

(I) UPLOAD TO OR CREATE ON THE SITE ANY CONTRIBUTOR CONTENT THAT VIOLATES ANY LAW, REGULATION, TREATY OR THIRD-PARTY RIGHT (INCLUDING, WITHOUT LIMITATION, TRADE SECRET, INTELLECTUAL PROPERTY, PRIVACY, OR PUBLICITY RIGHTS);

(II) PUBLISH FALSEHOODS OR MISREPRESENTATIONS THAT COULD DAMAGE STREAMBOX OR ANY THIRD PARTY;

(III) POST, UPLOAD TO, OR CREATE ANY CONTRIBUTOR CONTENT THAT IS UNLAWFUL, OBSCENE, DEFAMATORY, LIBELOUS, THREATENING, PORNOGRAPHIC, VULGAR, HARASSING, HATEFUL, RACIALLY OR ETHNICALLY OFFENSIVE, OR ENCOURAGES CONDUCT THAT WOULD BE CONSIDERED A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY, VIOLATE ANY LAW, OR, IN STREAMBOX' SOLE DISCRETION, IS OTHERWISE INAPPROPRIATE;

(IV) UNLESS YOU HAVE SUCCESSFULLY REGISTERED AND TIMELY PAID ALL FEES FOR A STREAMBOX LIVE ACCOUNT, YOU MAY NOT DECODE AND USE OR RETRANSMIT ANY AUTHORIZED CONTRIBUTOR CONTENT;

(V) IMPERSONATE ANOTHER PERSON OR ENTITY, WHETHER ACTUAL OR FICTITIOUS, FALSELY CLAIM AN AFFILIATION WITH ANY PERSON OR ENTITY, OR ACCESS THE STREAMBOX LIVE SERVICE ACCOUNTS OF OTHERS WITHOUT PERMISSION, MISREPRESENT THE SOURCE, IDENTITY, OR CONTENT OF INFORMATION TRANSMITTED VIA THE STREAMBOX LIVE SERVICE, OR PERFORM ANY OTHER SIMILAR FRAUDULENT ACTIVITY;

(VI) USE THE STREAMBOX LIVE SERVICE FOR ANY PURPOSE OTHER THAN TO ACCESS STREAMBOX LIVE SERVICES AS SUCH SERVICES ARE OFFERED BY STREAMBOX LIVE;

(VII) CIRCUMVENT, DISABLE OR OTHERWISE INTERFERE WITH SECURITY-RELATED FEATURES OF THE STREAMBOX LIVE SERVICE OR FEATURES

THAT PREVENT, LIMIT OR RESTRICT USE OR COPYING OF ANY MATERIALS OR ANOTHER USER'S CONTRIBUTOR CONTENT;

(VIII) RENT, LEASE, LOAN, SELL, RESELL, SUBLICENSE, DISTRIBUTE OR OTHERWISE TRANSFER THE LICENSES GRANTED HEREIN OR ANY MATERIALS;

(IX) DELETE INDICATIONS OR NOTICES REGARDING THE COPYRIGHT OR OTHER PROPRIETARY RIGHTS ON THE STREAMBOX LIVE SERVICE OR ON ANY THIRD-PARTY CONTENT;

(X) MAKE UNSOLICITED OFFERS, ADVERTISEMENTS, PROPOSALS, OR SEND JUNK MAIL OR SPAM TO OTHER USERS OF THE STREAMBOX LIVE SERVICE. THIS INCLUDES, BUT IS NOT LIMITED TO, UNSOLICITED ADVERTISING, PROMOTIONAL MATERIALS, OR OTHER SOLICITATION MATERIAL, BULK MAILING OF COMMERCIAL ADVERTISING, CHAIN MAIL, INFORMATIONAL ANNOUNCEMENTS, CHARITY REQUESTS, AND PETITIONS FOR SIGNATURES;

(XI) USE THE STREAMBOX LIVE SERVICE FOR ANY ILLEGAL PURPOSE, OR IN VIOLATION OF ANY LOCAL, STATE, NATIONAL, OR INTERNATIONAL LAW, INCLUDING, WITHOUT LIMITATION, LAWS GOVERNING INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS, AND DATA PROTECTION AND PRIVACY;

(XII) DEFAME, HARASS, ABUSE, THREATEN OR DEFRAUD USERS OF THE STREAMBOX LIVE SERVICE, OR COLLECT, OR ATTEMPT TO COLLECT, PERSONAL INFORMATION ABOUT USERS OR THIRD-PARTIES WITHOUT THEIR CONSENT, OR, EXCEPT AS EXPRESSLY AUTHORIZED HEREIN, USE MATERIALS, THIRD-PARTY CONTRIBUTOR CONTENT, OR OTHER CONTENT ON THE STREAMBOX LIVE SERVICE FOR ANY USE, OTHER THAN AS EXPRESSLY STATED HEREIN, THE MATERIALS, THIRD-PARTY CONTRIBUTOR CONTENT AND OTHER CONTENT AVAILABLE ON THE STREAMBOX LIVE SERVICE IS FOR AUTHORIZED USE BY USERS AND BROADCASTERS THAT HAVE SPECIFIC DIGITAL RIGHTS AND PERMISSIONS TO USE CONTRIBUTOR CONTENT;

(XIII) REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE ATTEMPT TO DISCOVER THE SOURCE CODE OF THE STREAMBOX LIVE SERVICE OR ANY PART THEREOF, EXCEPT AND ONLY TO THE EXTENT THAT SUCH ACTIVITY IS EXPRESSLY PERMITTED BY APPLICABLE LAW NOTWITHSTANDING THIS LIMITATION;

(XIV) MODIFY, ADAPT, TRANSLATE OR CREATE DERIVATIVE WORKS BASED UPON THE STREAMBOX LIVE SERVICE OR ANY PART THEREOF,

EXCEPT AND ONLY TO THE EXTENT THAT SUCH ACTIVITY IS EXPRESSLY PERMITTED BY APPLICABLE LAW NOTWITHSTANDING THIS LIMITATION;

(XV) INTENTIONALLY INTERFERE WITH OR DAMAGE OPERATION OF THE STREAMBOX LIVE SERVICE, BY ANY MEANS, INCLUDING UPLOADING OR OTHERWISE DISSEMINATING VIRUSES, ADWARE, SPYWARE, WORMS, OR OTHER MALICIOUS CODE;

(XVI) TAKE ANY ACTION THAT MAY UNDERMINE STREAMBOX LIVE SYSTEM'S META DATA ABOUT CONTRIBUTOR CONTENT, OR IT'S COMMENT SYSTEM (SUCH AS DISPLAYING, IMPORTING OR EXPORTING INFORMATION OFF THE STREAMBOX LIVE SERVICE, USING INFORMATION ON THE STREAMBOX LIVE SERVICE FOR PURPOSES UNRELATED TO THE STREAMBOX LIVE SERVICE, OR IMPROPERLY MANIPULATING OR USING META DATA ABOUT CONTRIBUTOR CONTENT, OR STREAMBOX LIVE SYSTEM'S COMMENT SYSTEM);

(XVII) TAKE ANY ACTION THAT IMPOSES OR MAY IMPOSE (IN STREAMBOX LIVE' SYSTEM'S SOLE DISCRETION) AN UNREASONABLE OR DISPROPORTIONATELY LARGE LOAD ON STREAMBOX LIVE' INFRASTRUCTURE; INCLUDING BUT NOT LIMITED TO A DENIAL OF SERVICE ATTACK ON STREAMBOX LIVE SERVICE;

(XVIII) INTERFERE OR ATTEMPT TO INTERFERE WITH THE PROPER WORKINGS OF THE STREAMBOX LIVE SERVICE OR ANY ACTIVITIES CONDUCTED ON THE STREAMBOX LIVE SERVICE;

(XIX) BYPASS ROBOT EXCLUSION HEADERS OR OTHER MEASURES STREAMBOX LIVE MAY USE TO PREVENT UNAUTHORIZED ACCESS TO THE STREAMBOX LIVE SERVICE;

(XX) UNLESS YOU HAVE SUCESSFULLY REGISTERED AND TIMELY PAID ALL FEES FOR A STREAMBOX LIVE ACCOUNT, DECODE OR DOWNLOAD ANY CONTRIBUTOR CONTENT UNLESS EXPRESSLY AUTHORIZED BY STREAMBOX.

5. Termination; Terms of Use Violations

5.1 Streambox.

You agree that Streambox, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate any account you may have with Streambox or your use of the Streambox Live Service and remove and discard all or any part of your account, User profile, and any Contributor Content, at any time. Streambox may also in its sole discretion and at any time discontinue providing access to the Streambox Live Service, or any part thereof (including without limitation all Materials), with or without notice. Any termination of an account or discontinuation of the Streambox Live Service

for reasons other than violation of contract terms will be done with reasonable prior notice.

You agree that any termination or suspension of your access to the Streambox Live Service or any account you may have or portion thereof may be effected without prior notice, and you agree that Streambox will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity 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. As discussed herein, Streambox does not permit copyright infringing activities on the Streambox Live Service, and shall be permitted to terminate access to the Streambox Live Service, and remove any Contributor Content or other content submitted by any Users who are found to be repeat infringers.

Should Streambox terminate this Agreement for convenience prior to the completion of any particular subscription period, your sole remedy is a pro-rata refund of the purchase price paid for the unavailable service.

5.2 You.

Your only remedy with respect to any dissatisfaction with (i) the Streambox Live Service, (ii) any term of this Terms of Use, (iii) any policy or practice of Streambox in operating the Streambox Live Service, or (iv) any Contributor Content or information transmitted through the Streambox Live Service, is to terminate this Terms of Use and Your account.

You may terminate this Terms of Use at any time by discontinuing use of any and all parts of the Streambox Live Service and providing Streambox written notice at the postal or email address in Section 23, below.

For clarity, no fees payable by you hereunder are refundable upon termination of this Terms of Use by you.

5.3 Survival.

Upon termination of these Terms, any provision, which by its nature or express terms should survive, will survive such termination or expiration.

6. Copyright infringement notification

6.1 If you are a copyright owner or an agent thereof (the "Copyright Owner") and believe that any content on the Streambox Live Service infringes your copyrights, you may submit a notification pursuant to Title 17, United States Code, Section 512(c)(3), the Digital Millennium Copyright Act ("DMCA"). This notification of claimed infringement must be a written communication provided to the designated agent of Streambox that includes the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the Copyright Owner of an exclusive right that is allegedly infringed.
- (ii) 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.

(iii) 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 Streambox to locate the material.

(iv) Information reasonably sufficient to permit Streambox to contact the Copyright Owner, such as an address, telephone number, and, if available, an electronic mail address at which the Copyright Owner may be contacted.

(v) A statement that the Copyright Owner has 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.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the Copyright Owner of an exclusive right that is allegedly infringed.

6.2 Streambox' registered designated copyright agent to receive notifications of claimed infringement is: Ms. Jen Lincoln. Her contact information is as follows:

Ms. Jen Lincoln, Agent
Streambox, Inc., 1848 Westlake Avenue North, Seattle, WA 98109, USA
jen@Streambox.com

6.3 Only DMCA notices should go to the designated copyright agent; any other comments, requests, or other communications should be directed to the Support Group at Streambox, Inc. at 1848 Westlake Avenue North, Seattle, WA 98109, USA support@streambox.com.

Any notification of claimed infringement that does not comply with the DMCA's requirements, is invalid.

6.4 If you receive notice from Streambox that your content has been taken down pursuant to a notification of alleged infringement and believe that this takedown is improper or incorrect, you may provide Streambox with a counter notification. To be valid, a counter notification must be a written communication provided to Streambox' designated agent as mentioned in section 6.2 that includes substantially the following:

(i) Your physical or electronic signature.

(ii) 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.

(iii) 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.

(iv) Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, the jurisdiction of the Federal District Court for the Southern District of New York, and that you will accept service of

process from the Copyright Owner who provided notification as mentioned in section 6.1 or an agent of such person.

6.5 Streambox reserves the right to terminate without notice any User's access to the Streambox Live Service if that User is determined by Streambox to be a "repeat infringer." In addition, Streambox accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

7. Registration, Accounts and Passwords

7.1 If you become a registered member and create an account on the Streambox Live Service, you agree to be responsible and/or liable for: maintaining the confidentiality of passwords or other account identifiers that you choose, and all activities that occur under such password or account identifiers.

7.2 You agree to notify Streambox of any loss of your password or account identifiers, and any unauthorized use of your password or account identifiers.

7.3 Without limiting anything in this Agreement, Streambox will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section 7.

8. Software Encoder feature

Streambox provides a free software encoder to enable users to compress and transmit Contributor Content to Streambox' Live Service Data Center(s). Subject to the terms and conditions of this Terms of Use (including this Section 7), Streambox hereby grants you a free, limited, non-exclusive, freely revocable license to use this software encoder.

You hereby represent and warrant that you shall not circumvent, disable or otherwise interfere with security related features of the software encoder or features that prevent or restrict use or copying of any Material and third party Contributor Content (including without limitation Audiovisual Content) or enforce limitations on use of the software encoder or the Material and third party Contributor Content (including without limitation Audiovisual Content) therein.

9. Contributor Content (Audiovisual content) from Third-Party Web Sites

The Streambox Live Service has certain functionality to incorporate video files and other content that is available in electronic format and, or on third-party websites unrelated to Streambox. For clarity, the disclaimer of warranties in Section 11 below applies to this functionality.

Streambox has no responsibility for any content found in such video files, or on such third-party sites, and that Streambox does not review, clear, or approve any such content. It is your sole responsibility to comply with any applicable terms and conditions of the

copyright holder and, or with third-party website operators when using such content. Additionally, as with any content uploaded by you to the Streambox Live Service, with respect to any content that you find on third-party websites, it is your sole responsibility to comply with applicable laws and to respect the rights of the owners and licensors of such content.

Without limiting the indemnification in Section 13, below, you hereby indemnify and hold harmless Streambox for any losses or liabilities arising out of your use of any (web based or otherwise sourced) third-party content.

10. Third-Party Websites

This Streambox Live Service may contain links to websites or services operated by other people or companies, (collectively "Third-party Services"). Third-party Services may have their own terms or use and privacy policy or no terms of use or privacy policy at all. Streambox does not endorse any such Third-party Services or the information, materials, products, or services contained on or accessible through Third-party Services. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Streambox Live Service are solely between you and such advertiser. Access and use of Third-party Services, including the information, materials, products, and services on or available through Third-party Services is solely at your own risk.

11. Privacy Policy

Streambox is committed to protecting the privacy of users of the Streambox Live Service. For information regarding how Streambox collects, uses and discloses your personal information, please see the Streambox Privacy Policy.

12. Disclaimer

CONTENT ON THE STREAMBOX LIVE SERVICE, INCLUDING WITHOUT LIMITATION, MATERIALS, AND CONTRIBUTOR CONTENT, ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY.

STREAMBOX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, AND SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE STREAMBOX LIVE SERVICE, AND DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREAMBOX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, AND SUPPLIERS DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,

WITHOUT LIMITATION, ANY (I) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS; (III) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE STREAMBOX LIVE SERVICE, OR ANY PART THEREOF; (IV) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF CONTRIBUTOR CONTENT BY THE STREAMBOX LIVE SERVICE; (V) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA ON THE STREAMBOX LIVE SERVICE; AND (VI) OTHER WARRANTIES RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS OF STREAMBOX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, OR SUPPLIERS.

FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, STREAMBOX MAKES NO WARRANTY THAT THE STREAMBOX LIVE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. THE STREAMBOX LIVE SERVICES MAY BE LIMITED BY MANY FACTORS, INCLUDING INHERENT RISKS OF THE INTERNET.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STREAMBOX OR THROUGH THE STREAMBOX LIVE SERVICE WILL CREATE ANY WARRANTY.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, DATA OR CONTRIBUTOR CONTENT THROUGH THE STREAMBOX LIVE SERVICE OR ANY THIRD-PARTY SERVICES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, STREAMBOX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, AND SUPPLIERS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

13. Limitation of Liability

IN NO EVENT WILL STREAMBOX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE STREAMBOX LIVE SERVICE BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DAMAGES OF ANY

KIND, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF: (I) THE STREAMBOX LIVE SERVICE, YOUR ACCESS, USE OR INABILITY TO USE THE STREAMBOX LIVE SERVICE; (II) ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE (INCLUDING LOSS OF PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE STREAMBOX LIVE SERVICE); (III) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE STREAMBOX LIVE SERVICE, (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL IDENTIFIABLE INFORMATION STORED THEREIN, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE STREAMBOX LIVE SERVICE BY ANY THIRD PARTY.

IN NO EVENT WILL STREAMBOX OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE STREAMBOX LIVE SERVICE OR YOUR INTERACTION WITH OTHER STREAMBOX LIVE SERVICE USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO STREAMBOX FOR STREAMBOX LIVE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

STREAMBOX LIVE RESERVES THE RIGHT TO ALTER, REMOVE OR DISCONTINUE ANY PORTION OF THE STREAMBOX LIVE SERVICE OR THE CONTENT ON THE STREAMBOX LIVE SERVICE OR TO SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

THE FOREGOING LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF STREAMBOX LIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD-PARTY SERVICES OR

OTHERWISE BY THIRD PARTIES OTHER THAN STREAMBOX LIVE AND RECEIVED THROUGH OR ADVERTISED ON THE STREAMBOX LIVE SERVICE OR RECEIVED THROUGH ANY REFERENCE SITES OR ANY AGENTS OR PARTNERS OF STREAMBOX.

YOU SPECIFICALLY ACKNOWLEDGE THAT STREAMBOX SHALL NOT BE LIABLE FOR CONTRIBUTOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, STREAMBOX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS AND SUPPLIERS LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

14. Indemnification

You agree to indemnify, defend and hold harmless Streambox, its officers, directors, employees, affiliates, agents, licensors, suppliers, successors, assigns, and their past and present officers, directors and employees, representatives and agents from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of:

- (i) any claim due to or arising out of your violation of these Terms of Use, including but not limited to a claim arising out of a breach of your representations or warranties made hereunder;
- (ii) your use or misuse of or access to the Streambox Live Service;
- (iii) your violation of any law, regulation or third-party right, including without limitation any copyright, property, or privacy right; or
- (iv) any claim that you or your Contributor Content caused damage to a third-party.

Streambox reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Streambox, and you agree to cooperate with Streambox' defense of these claims.

15. Release for disputes between users.

Streambox does not control the actions of its Users. If you have a dispute with one or more Users, you release Streambox (and Streambox' officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

16. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Streambox without restriction.

17. Waiver and Severability

The failure to require performance of any provision shall not affect Streambox' right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms of Use constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

If any portion of these Terms of Use is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable, and the remaining provisions of this Agreement will remain in full force and effect.

18. Notice

Streambox may provide you with notices, including those regarding changes to Streambox' terms and conditions, by email, regular mail or postings on the Streambox Live Service. Notice will be deemed given twenty-four hours after email is sent, unless Streambox is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Streambox Live Service registration process. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Streambox Live Service is deemed given 30 days following the initial posting.

19. Choice of Law and Forum

These Terms of Use shall be governed and construed in accordance with the laws of the State of Washington, excluding its conflicts of law rules. Any dispute arising out of or relating to these Terms of Use or your access or use of the Streambox Live Service will be subject to the exclusive jurisdiction of the state and federal courts located within King County in the State of Washington, and you hereby submit to the personal jurisdiction of such courts. YOU AND STREAMBOX AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE STREAMBOX LIVE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

20. Headings.

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

21. Entire Agreement.

This is the entire agreement between you and Streambox relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Policies made by Streambox as set forth above.

22. No Agency.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

23. No Third-Party Beneficiaries

The parties specifically disavow any desire or intention to created a "third-party" beneficiary contract, and specifically declare that no person, except for the parties and their permitted assigns, shall have any rights hereunder nor any right of enforcement hereof.

24. Disclosures.

Streambox Live Services are offered by Streambox, Inc. 1848 Westlake Avenue North, Seattle, WA 98109, USA. 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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