

PLEASE READ THIS DOCUMENT CAREFULLY. Veamcast, LLC ("Veamcast," "we," or "us") offers an online video sharing platform and community through its website located at veamcast.com (the "Veamcast Site") and related domains, mobile applications, desktop applications, and PC television applications (collectively, the "Veamcast Service"). By registering as a member or by using the Veamcast Service in any way, you accept these Terms of Service ("Agreement"), which forms a binding agreement between you and Veamcast. If you do not wish to be bound by this Agreement, do not use the Veamcast Service.

1. Who May Use the Veamcast Service

AGE REQUIREMENT: You must be at least 13 years old to use the Veamcast Service. If you are at least 13, but are still a minor (this depends on where you live), you must have your parent or legal guardian's permission to use the Veamcast Service. Please have him or her read this Agreement with you.

NOTICE TO PARENTS AND GUARDIANS: By granting your child permission to use the Veamcast Service, you agree to the terms of this Agreement on behalf of your child. You are responsible for monitoring and supervising your child's use of the Veamcast Service. If your child is using the Veamcast Service and is either under 13 or does not have your permission, please contact us immediately so that we can disable his or her access.

WARNING: Even if you are old enough to use the Veamcast Service and/or have your parent's or guardian's permission, some of the content available within the Veamcast Service may not be appropriate for you. Some content may contain "R-rated" material, nudity, profanity, and mature subject matter. If you are under 18, do not view such content.

Membership

REGISTRATION: To fully use the Veamcast Service, you must register as a member by providing a user name, password, and valid email address. You must provide complete and accurate registration information to Veamcast and notify us if your information changes. If you are a business, government, or non-profit entity, the person whose email address is associated with the account must have the authority to bind the entity to this Agreement.

USER NAME: We encourage you to use your real name. If you are a business, government, or non-profit entity, you must use the actual name of your organization. You may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable.

ACCOUNT SECURITY: You are responsible for all activity that occurs under your account, including any activity by unauthorized users. You must not allow others to use your account. You must safeguard the confidentiality of your password. If you are using a computer that others have access to, you must log out of your account after using the Veamcast Service.

conditions that are presented to you at the time of purchase.

Term and Termination; Account Deletion

TERM: This Agreement begins on the date you first use the Veamcast Service and continues as long as you have an account with us.

ACCOUNT DELETION: You may delete your account at any time. Basic accounts may be deleted from the Veamcast Service if they remain inactive (i.e., the user fails to log in) for a continuous period of at least six (6) months. Subscription accounts will remain active until the end of the subscription term and any renewal term.

TERMINATION FOR BREACH: Veamcast may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submitted if Veamcast determines that you have violated any provision of this Agreement or that your conduct or content would tend to damage Veamcast's reputation and goodwill. If Veamcast deletes your account for the foregoing reasons, you may not re-register for the Veamcast Service. Veamcast may block your email address and Internet protocol address to prevent further registration.

EFFECT OF TERMINATION/ACCOUNT DELETION: Upon termination, all licenses granted by Veamcast will terminate.

Content Restrictions

You may not upload, post, or transmit (collectively, "submit") any video, image, text, audio recording, or other work (collectively, "content") that:

- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Contains sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);
- Contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group;
- Exploits minors;
- Depicts unlawful acts or extreme violence;
- Depicts animal cruelty or extreme violence towards animals;
- Promotes fraudulent schemes, multi level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or
- Violates any law.
-

Code of Conduct

In using the Veamcast Service, you must behave in a civil and respectful manner at all times. Further, you will not:

- Act in a deceptive manner by, among other things, impersonating any person;
- Harass or stalk any other person;
- Harm or exploit minors;
- Distribute "spam";

- Collect information about others; or
- Advertise or solicit others to purchase any product or service within the Veamcast Site (unless you are an official Veamcast partner or advertiser and have a written agreement with Veamcast).

Veamcast has the right, but not the obligation, to monitor all conduct on and content submitted to the Veamcast Service.

9. Licenses Granted by You

9.1 Videos

LICENSE TO VEAMCAST: As between you and Veamcast, you own the video content ("videos") that you submit to the Veamcast Service. By submitting a video, you grant Veamcast and its affiliates a limited, worldwide, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your video for the purpose of (i) displaying the video within the Veamcast Service; (ii) displaying the video on third party websites and applications through a video embed or Veamcast's API subject to your video privacy choices; (iii) allowing other users to play, download, and embed on third party websites the video, subject to your video privacy choices; (iii) promoting the Veamcast Service, provided that you have made the video publicly available; and (iv) archiving or preserving the video for disputes, legal proceedings, or investigations.

LICENSE TO OTHER USERS: You further grant all users of the Veamcast Service permission to view your videos for their personal, non-commercial purposes. This includes the right to copy and make derivative works from the videos solely to the extent necessary to view the videos. The foregoing licenses are in addition to any license you may decide to grant (e.g., a Creative Commons license).

DURATION OF LICENSES: The above licenses will continue unless and until you remove your videos from the Veamcast Service, in which case the licenses will terminate within a commercially reasonable period of time. Notwithstanding the foregoing, the license for legal archival/preservation purposes will continue indefinitely. Please note that removed videos may be cached in search engine indices after removal and that Veamcast has no control over such caching.

9.2 Non-video Content

As between you and Veamcast, you own all non-video content that you submit to the Veamcast Service. You grant Veamcast and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your non-video content. In addition, you waive any so-called "moral rights" in your non-video content. You further grant all users of the Veamcast Service permission to view your non-video content for their personal, non-commercial purposes. If you make suggestions to Veamcast on improving or adding new features to the Veamcast Service, Veamcast shall have the right to use your suggestions without any compensation to you.

Your Representations and Warranties

For each piece of content that you submit, you represent and warrant that: (i) you have the right to submit the content to Veamcast and grant the licenses set forth above; (ii) Veamcast will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

Indemnification

You will indemnify, defend, and hold harmless Veamcast and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from your activities on the Veamcast Service; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to Veamcast violates any law or infringes any third party right, including any intellectual property or privacy right.

Third Party Copyrights and Other Rights

Veamcast respects the intellectual property rights of others. If you believe that your copyright has been infringed, please notify us.

Disclaimers

Veamcast reserves the right to modify the Veamcast Service. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the Veamcast Service. Veamcast has no obligation to screen or monitor any content and does not guarantee that any content available on the Veamcast Service complies with this Agreement or is suitable for all users.

Veamcast provides the Veamcast Service on an "as is" and "as available" basis. You therefore use the Veamcast Service at your own risk. Veamcast expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Veamcast makes no representations or warranties:

- That the Veamcast Service will be permitted in your jurisdiction;
- That the Veamcast Service will be uninterrupted or error-free;
- Concerning any content submitted by any member;
- Concerning any third party's use of content that you submit;
- That any content you submit will be made available on the Veamcast Service or will be stored by Veamcast;
- That the Veamcast Service will meet your business or professional needs;
- That Veamcast will continue to support any particular feature of the Veamcast Service; or
- Concerning sites and resources outside of the Veamcast Service, even if linked to from the Veamcast Service.

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the Veamcast Service, and no warranties shall apply after such period.

Limitation of Liability

To the fullest extent permitted by law: (i) Veamcast shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and (ii) Veamcast's total liability to you shall not exceed the amounts paid by you to Veamcast over the twelve (12) months preceding your claim(s).

Compliance Notice Pursuant to 18 U.S.C. § 2257

All pictures, graphics, videos, and other visual media displayed on the Veamcast Service are exempt from 18 U.S.C. § 2257 and 28 C.F.R. 75 because they do not consist of depictions of conduct as specifically listed in 18 U.S.C. § 2256 (2) (A) - (D), but are merely, at most, depictions of non-sexually explicit nudity, or are depictions of simulated sexual conduct, or are otherwise exempt because the visual depictions were created prior to July 3, 1995. Veamcast is not the primary producer of the visual content contained in the Veamcast Service.

General Provisions

INTERPRETATION; SEVERABILITY; WAIVER; REMEDIES: Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by Veamcast in exercising any right hereunder will waive any further exercise of that right. Veamcast's rights and remedies hereunder are cumulative and not exclusive.

SUCCESSORS; ASSIGNMENT; NO THIRD PARTY BENEFICIARIES: This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without Veamcast's prior written consent. No third party shall have any rights hereunder.

NOTICES: You consent to receive all communications including notices, agreements, disclosures, or other information from Veamcast electronically. Veamcast may provide all such communications by email or by posting them on the Veamcast Service. You may send notices of a legal nature to Veamcast at legal[at]Veamcast[dot]com or the following address:

Veamcast Corp, 5940 30th Ave. S Unit 111, Gulfport FL 33707

Attention: Legal Department

Nothing herein shall limit Veamcast's right to object to subpoenas, claims, or other demands.

MODIFICATION: This Agreement may not be modified except by a revised Terms of Service posted by Veamcast on the Veamcast Site or a written amendment signed by an authorized representative of Veamcast. A revised Terms of Service will be effective as of the date it is posted on the Veamcast Site.

ENTIRE AGREEMENT: This Agreement incorporates the following documents by reference:

This Agreement constitutes the entire understanding between Veamcast and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same. Notwithstanding the foregoing, this Agreement does not govern any use of Veamcast's application protocol interface (API), which is governed by our [API Agreement](#).