Terms and Conditions for Stream UK Hosting

1. Provision of Service

1.1 This contract covers the provision of hosting and streaming delivery services by Stream UK Media Services Ltd to the client. It supersedes and takes precedence over any previous written or oral representations given or made by the company or any representatives of the company. In agreeing to the provision of any and all services from Stream UK Media Services Ltd, the client is deemed to have read and understood these terms and conditions.

1.2 In the event of conflicts or discrepancies between documents which form a part of this negotiation, interpretations will be based on the following priorities:

1. Order Confirmation Form
2. Terms and Conditions
3. Any other document associated with the contract

2. Definition and application

2.1 In this Contract:

"The client" means the client with whom Stream UK Media Services Ltd makes the contract including a person reasonably appearing to Stream UK Media Services Ltd to act with that client's authority;

"Commencement date" means the date of Stream UK Media Services Ltd's acceptance of the client's order specified by the order date on the client invoice;

"This contract" means the contract between the client and Stream UK Media Services Ltd incorporating these terms and conditions and the Order Confirmation Form;

”Encoding” means the digitization of audio video material.

"Renewal Date" means the date of renewal of this contract between the client and Stream UK Media Services Ltd, as defined on the client application form;

"Megabytes" means 1,000,000 bytes or characters of information;

"Gigabytes" means 1,000,000,000 bytes or characters of information;

"Illegal" means any act or acts which are capable of breaching the criminal law of England;

“Term” means the contract period as defined in “3. Contract Period”or in the Order Confirmation Form.

“**Order Confirmation Form**”means the document of that name which gives a description of the service and gives the pricing.

2.2 Any words in the singular include the plural and vice versa. All definitions, notes, terms and conditions referred to in this contract form part of the contract as if they were expressly set out in it.

2.3 If a provision of This Contract is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: the validity or enforceability in that jurisdiction of any other provision of This Contract.

3. Contract Period

3.1 This Contract shall continue from the commencement date for a period of twelve calendar months, or any time specified in writing to Stream UK Media Services Ltd if different from the 12 months standard contract.

4. The Client's Responsibilities

4.1 It is the client's obligation to ensure that any material being uploaded to the client's Website, either by Stream UK Media Services Ltd or directly by the client, is not in breach of copyright.

4.2 The client agrees not to upload any material which would be considered to be contrary to public decency and morality. Stream UK Media Services Ltd reserve the right to randomly inspect Web sites and in the event that any unauthorised material has been uploaded to that Web site, Stream UK Media Services Ltd reserve the right to inform the authorities and to terminate this contact forthwith. Uploaded material would expressly include pornographic, barbaric and overtly tasteless material.

4.3 The client agrees that it shall not cause or permit or in any way assist in any unauthorised encoding, publication, any dissemination of any defamatory material or any material which could be considered to be in breach of the criminal laws of England and Wales.

4.4 The client agrees to keep secure the login name and password specified by Stream UK Media Services Ltd for use on its servers. In the event of the client's login name and password being used by any unauthorised person, Stream UK Media Services Ltd accepts no responsibility and the client will be liable for additional charges arising there from.

4.5 The client is entitled to the service which is outlined in this agreement. In the case that the Client's usage exceeds the contracted limits. A pro-rata charge will be applicable at the current price up the maximum usage by the Client.

4.6 If the contract is terminated unless due to a breach by StreamUK, the client will not be entitled to a refund either pro-rata or at the entire contract price. In the event of a breach by StreamUK, the client will not be liable for any future charges.

5. Limitation of Liability

5.1 For the avoidance of doubt, neither party has any obligation duty or liability in contract and/or tort for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

5.2 In any event and in no circumstance shall either party be liable for any loss either direct or indirect of profits, business or anticipated savings or any other direct or indirect consequential loss arising out of the provision of the service.

5.3 In no circumstance shall either party be liable for any loss whether direct or indirect arising from the content of any information distributed.

5.4 Under no circumstances shall either party be liable for loss whether direct or indirect of profits, business or anticipated savings or for any direct or indirect consequential loss whatsoever by the failure of, or any problem experienced with the service.

5.5 Each provision of this condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable.

6. Indemnity

6.1 Without prejudice to any other rights or remedies which one party may have against the other, the instructing party shall indemnify the acting party against any loss or expenses sustained by reason of

any breach of this contract and any actions, proceedings, claims or demands in any way connected with this contract brought on by or threatened against the auctioning party by a third party which are caused by or arise from any action of the auctioning party carried out pursuant to the instructions of the instructing party.

6.2 The instructing party shall indemnify the auctioning party against any actions, proceedings, claims or demands in any way connected with this contract brought or threatened against the auctioning party by a third party which are caused by or arise from any act or default the auctioning party carried out pursuant to the instructions of the instructing party.

7. Charges

7.1 Value added Tax, where applicable, will be added at the appropriate rate to the total of all charges shown on the client's bill.

7.2 Any additional costs incurred by Stream UK Media Services Ltd in the course of following Client instructions are payable by the client unless agreed otherwise in writing.

8. Termination of this contract by Stream UK Media Services Ltd

8.1 If the client does not pay any charge when due or breaks this contract in any other way Stream UK Media Services Ltd can terminate this contract immediately without the requirement of prior notification.

8.2 Upon receipt of a final "last reminder of overdue invoice", any accounts unsettled by the date specified shall become the property of Stream UK Media Services Ltd unconditionally.

8.3 Termination of this contract by Stream UK Media Services Ltd will result in the retaining by Stream UK Media Services Ltd of all monies received from the client who will not be entitled to a refund of monies paid unless StreamUK is in breach of contract.

8.4 Upon termination of this contract, the client shall nevertheless remain liable for all charges due or which would have been payable under their minimum period contract unless StreamUK is in breach of contract.

8.5 On termination, Stream UK Media Services Ltd may remove all materials held on Stream UK Media Services Ltd's computers and remove all privileges entitled to the client.

9. Termination of the contract by the client

9.1 The client can terminate the contract at any time in writing to the following address: 1 Water Lane, London NW1 8NZ or by email provided the receipt of that email is acknowledged. In an event of the client so terminating this contract, the client will be entitled if they so wish to continue with the contract until the expiration of the contract period or alternatively the client may request the immediate termination of the contract. In either case, the client will not be entitled to a refund of any monies paid under this contract and will owe all fees due within the minimum period of the contract.

9.2 The Term of the Services is set forth in the applicable Order Confirmation form and automatically renews for successive terms of equal duration unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the applicable Term. These Terms and Conditions shall apply as long as the Order Confirmation form continues to be effective. Termination of an individual Order Confirmation Form shall not terminate any other Order Confirmation Form.

10. Force Majeure

10.1 Stream UK Media Services Ltd is not liable for any breach of contract if the breach was caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of omissions of government, highway authority or other competent authority, Stream UK Media Services Ltd's compliance with any statutory obligation, industrial disputes of any kind (whether or not involving Stream UK Media Services Ltd employees), fire, lightening, explosion, flood, subsidence, weather of exceptional severity, acts of omission of persons for whom Stream UK Media Services Ltd is not responsible (including in particular other telecommunication service providers), or any other cause whether similar or dissimilar outside Stream UK Media Services Ltd's reasonable control.

11. Proper Law

11.1 This contract is to be treated as made in England according to English Law and subject to the jurisdiction of the English Courts.

12. Copyright

12.1 Any service, concept, idea, design, programming, and/or "look and feel" remain the property of Stream UK Media Services Ltd, until settlement of any, and all, outstanding accounts with regard to that service, concept, idea, design, programming, and/or "look and feel".

12.2 The copyright licence for use of any of Stream UK Media Services Ltd's services, concepts, ideas, designs, programming, and/or "look and feels", once all accounts have been settled, is for the use on the Internet and the World Wide Web only. Any further use of any of Stream UK Media Services Ltd's services, concepts, ideas, designs, programming, and/or "look and feels" in any other format, or media, other than the Internet and the World Wide Web, will be subject to negotiation, and any agreement will be made in writing between Stream UK Media Services Ltd and the client.

ACCEPTED BY CUSTOMER		ACCEPTED BY STREAM UK MEDIA SERVICES LIMITED	
SIGNATURE		SIGNATURE	
DATE		DATE	_____
PRINTED NAME	_____	PRINTED NAME	_____
TITLE	_____	TITLE	_____