

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

WHAT'S IN THESE TERMS?

These terms of use ('**Terms**') tell You the rules for using Our Hosting Platform.

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1. WHO WE ARE AND HOW TO CONTACT US

- 1.1 zidivo.com and my.zidivo.com are websites operated by NOVA INTERNET LIMITED. We are a limited company registered in England and Wales under company number 09154451 and have Our registered office at Suite 144, 79 Friar Street, Worcester, Worcestershire WR1 2NT.
- 1.2 We provide a media streaming service from our Hosting Platform, my.zidivo.com on which our clients subscribe to a media hosting account.
- 1.3 To contact Us, please email hello@zidivo.com or telephone Our customer service line on 01905 930912.

2. BY USING THE HOSTING PLATFORM YOU ACCEPT THESE TERMS

- 2.1 By ticking the relevant box whilst registering for an Account You have signalled Your acceptance of these Terms.
- 2.2 Each registration for an Account shall be deemed to be a separate contract but each contract shall be subject to the Terms to the exclusion of any other terms save for any amendment agreed in writing by Us and You and if so agreed, the contract shall be amended in respect of that particular Account only.

- 2.3 If You do not agree to these Terms, You must not use the Hosting Platform.
- 2.4 You are also responsible for ensuring that all persons who access the Hosting Platform through Your Account are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 2.5 You should refer to the Hosting Platform regularly to ensure You are aware of any changes to these Terms and also any changes to other applicable terms and conditions. The latest version of these Terms and other applicable terms and conditions at the time, shall apply to each use of the Hosting Platform and or any other dealings with Us without modification, amendment or replacement by any other term or terms save as amended pursuant to clause 2.2.

3. WE MAY MAKE CHANGES TO THESE TERMS

Save as provided in clause 4.5(3)(c), We may amend the Terms and other applicable terms and conditions from time to time without notice to You. It is Your responsibility to ensure You are aware of the Terms current at any particular time and We recommend that You regularly check the Hosting Platform to ensure You are aware of the Terms and other applicable terms and conditions that apply at any particular time. Each time You access the Hosting Platform and/or each time the Services are provided to You, You are deemed to confirm that You accept the Terms as amended from time to time pursuant to this clause 3 and that You agree to comply with them.

4. PAYMENT TERMS

- 4.1 Save unless otherwise agreed, You will be charged for the Services You subscribe for by pre-authorized credit/debit card or by direct debit pursuant to a direct debit agreement in advance of the provision of the Services. Any non-recurring charges, administration fees, service deposits, or other initial fees will be charged to Your credit/debit card or charged by direct debit as soon as practical. Overage fees will be charged after the end of the month to which they relate.
- 4.2 You will be liable to pay for the full agreed cost of any streaming provided as part of the Services irrespective of any under usage or Overage. For the avoidance of doubt, Overage will be charged as an additional fee at the rates published in Our price list at the time the Overage was incurred.
- 4.3 Where You have contracted for Services part way through any calendar month, You will be liable to pay in advance for the remainder of the month during which the Services are activated together with such charges that will accrue in the next following month
- 4.4 A charge of £15 will be made for each and every failed payment to cover Our additional administration costs caused by or related to the failed payment.
- 4.5 In certain circumstances and for large traffic users only, We may be prepared to open a credit account for You. In such circumstances the following will apply:
 - (a) You shall promptly pay all Fees within fourteen (14) days of the

invoice date or within any other time period specified in the credit account agreement.

- (b) Payment shall be remitted to Us as We may direct from time to time. No payment shall be considered received by Us until such time as it has been applied to a bank account in Our name and under Our control as cleared funds.
- (c) We may, at any time, at Our sole discretion:
 - (a) modify the payment terms whether such terms are set out herein or set out in the credit account agreement or some other document;
 - (b) require You to provide a deposit or other form of security to guarantee payment for the Services;
 - (c) change or modify the Fees upon giving not less than thirty (30) days' advance notice on the Hosting Platform and/or zidivo.com, You may within that notice period give thirty (30) days' written notice to Us to terminate the (relevant) Service (being subject to an increase in the Fees) without penalty.

4.6 Where You have paid any deposit in respect of the Services;

- (a) on any early termination of any contract made pursuant to these Terms, any such deposits paid shall be applied first in respect of any unpaid balance of Fees whether invoiced or not in respect of the contract for which that deposit was paid to Us and any surplus may be applied at Our sole discretion to any remaining monies due to Us whether billed at that time or not as the case may be including the Early Termination Fee, if applicable;
- (b) any deposit not applied as set out in clause 4.6(a) will be promptly refunded to You.

4.7 Notwithstanding the payment method, We may apply a late payment charge on the unpaid amount due to Us from You equal to the lesser of 1.5% per month and the highest rate recoverable under applicable law.

5. **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

These Terms refer to the following additional terms, which also apply to Your use of the Hosting Platform:

- [Zidivo Privacy Policy](#), which sets out the terms on which We process any personal data We collect from You, or that You provide to Us. By using the Hosting Platform, You consent to such processing and You warrant that all data provided by You is accurate.
- [Zidivo Cookie Policy](#), which sets out information about the cookies on the Hosting Platform.

- 6. ACCESSING THE HOSTING PLATFORM FOR RECEIVING STREAMED DATA OR ANY OTHER USE**
- 6.1 Access to the Hosting Platform is permitted on a temporary basis, and We reserve the right to withdraw or amend or limit access to the Hosting Platform or any Content that has been uploaded to it without notice and without liability for any losses or damages whatsoever howsoever arising to the full extent permitted by law. From time to time, We may restrict access to some parts of or the entire Hosting Platform, to users who have registered with Us including You.
- 6.2 In accessing the Hosting Platform You irrevocably agree that We are merely a host of any Content or data that You upload to or access or stream from the Hosting Platform and in particular Your attention is drawn to clause 11.2.
- 6.3 You are responsible for configuring Your Device, computer programmes or Apps in order to access the Hosting Platform.
- 6.4 You acknowledge that Your connectivity to the Hosting Platform and the ability of Your Devices (and that of any of Your customers or clients to whom You wish to provide streamed content from the Hosting Platform) relies on hardware, firmware and software that is not owned or controlled by Us and You irrevocably agree that You hold Us harmless in respect of any losses whatsoever incurred by You or Your customers or clients, consequent to any connectivity related issue to the Hosting Platform whether those said losses are the result of limited connectivity or slow data transfer rates or loss of data being transferred.
- 6.5 Before You make any attempt to upload Your Content to the Hosting Platform, You must open an Account with Us and such Account shall be subject to the terms herein and:
- the [Zidivo Privacy Policy](#);
 - the [Zidivo Cookie Policy](#);
 - any such other terms agreed in respect of Your access to the Hosting Platform including but not limited to storage, data transfer and pricing as agreed from time to time.
- 6.6 Whenever You make use of a feature that allows You to upload Your Content to the Hosting Platform, or to make contact with other users of the Hosting Platform, You must comply with the [Content Standards](#).
- 6.7 You warrant that Your Content uploaded by You complies with these Terms including but not limited to the [Content Standards](#) and You agree to indemnify Us on a full indemnity basis for any breach of that warranty. This means You will be responsible for any loss or damage We suffer as a result of Your breach of warranty.
- 6.8 You agree to inform Us of any breach of the [Content Standards](#) by You or any third party immediately You become aware of same.
- 6.9 Your attention is drawn to clauses 18.1 to 18.13.

7. GUARANTEE OF 100% UPTIME

- 7.1 We guarantee 100% Uptime in respect of:
- (a) Your IP traffic being able to transfer to and from the Zidivo Network; and
 - (b) Your Content availability.
- 7.2 We will periodically measure (at least every 15 minutes) the delivery of data delivered to and from Our Hosting Platform across the Internet using software and hardware components capable of measuring traffic and responses. We reserve the right to periodically change the measurement points and methodologies We use without notice to You.
- 7.3 Subject to the terms, conditions and exceptions herein, We will issue Service Credits to You for the proportion of the Base Fee You have paid in respect of the aggregate total of the Service Outages in any month.

8. STREAM QUALITY

- 8.1 The Hosting Platform stream quality is measured using an automated monitoring service which assigns a grade to streams that originate from the Hosting Platform. We endeavour to maintain a consistently high stream quality.
- 8.2 Subject to the terms, conditions and exceptions herein, should the measured stream delivered by the Hosting Platform fall below a consistently high quality for a continuous period of one calendar month, We will issue You with Service Credits equal to one fifteenth of the Base Fee payable in respect of the month in question before any reduction for other Service Credits relating to the same period.

9. SERVICE CREDITS

- 9.1 We will only issue Service Credits in respect of a Service Outage or Stream Quality Failure where the Service Outage or the Stream Quality Failure is confirmed by Our monitoring systems as set out in clauses 7.2 and 8.1 respectively.
- 9.2 We will only issue Service Credits in respect of a Service Outage or Stream Quality Failure where a valid request for Service Credits has been made in compliance with the Terms and same has been received from You by email to hello@zidivo.com containing the following information:
- Your name, Your Account number for each relevant Account, Your contact name, phone number and email address and where You have a credit account with us, Your credit account number;
 - the date or dates of the Service Outages or Stream Quality Failure and a description of the said Service Outage or the date of the Stream Quality Failure and a description of same. The request must specify not only the date but the approximate time and duration of the failure together with the reason for the credit request;
 - a request for Service Credits arising from a Service Outage must be

received within 30 days of the Service Outage;

- a request for Service Credits arising from Stream Quality Failure must be received within seven days of the end of the calendar month to which it relates.
- 9.3 Service Credits are Your sole remedy for Service Outage and Stream Quality Failure or any similar service level dispute.
- 9.4 Service Credits are exclusive of any tax charged to You but collected by Us. Save as provided herein, Service Credits will be applied to Your relevant Accounts within five working days of Us receiving a valid claim in respect of the same.
- 9.5 The total amount of Service Credits You may be entitled to in connection with Service Outage and Stream Quality Failure in any calendar month will not exceed in aggregate the Base Fee paid by You for the said month. All credits are calculated on the basis of a thirty (30) day month.
- 9.6 No Service Credits shall be given in respect of any period where You are in breach of the Terms or have failed to comply with any instruction of Ours in respect of the use of the Services.
- 9.7 No Service Credits will be issued in respect of any service period of less than one calendar month starting on the first day of the calendar month.
- 9.8 No Service Credits will be issued in respect of any aspect of the Services otherwise than as specifically provided herein.
- 9.9 No Service Credits will be issued unless requested in accordance with this clause 9.
- 9.10 Service Credits will only be issued in respect of stream quality where streaming is exclusively by use of Industry Standard Technologies and no other products.
- 9.11 In respect of any calendar month, no Service Credits will be issued in excess of the Base Fee for that month.
- 9.12 No Service Credits will be issued in respect of any calendar month until all fees for Services provided by Us to You have been paid in full in respect of said month.
- 9.13 No Service Credits shall be issued in connection with any Service Outage caused by or associated with:
- circumstances beyond Our reasonable control including, but not limited to, acts of any governmental body or agency (including any foreign governmental body or agency), war, terrorism, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or third party supplies, or power used in or third party equipment.

- DNS issues outside Our direct and reasonable control.
- scheduled maintenance and emergency maintenance and upgrades.
- failure or unavailability of hardware that is provided or controlled by You, including, but not limited to, Your Origin Server(s).
- the incompatibility of Your or any End User's software with the software used in the provision of the Services or unavailability of software applications or code that are provided to Us by You or an End User.
- Your acts or omissions (or act or omissions of others engaged or authorised by You), including without limitation, any negligence, wilful misconduct, or use of the Services in breach of these Terms.
- any alleged Service Outage reported as a result of errors of any measurement and/or reporting system.
- stream buffering occurring due to or associated with conditions or circumstances outside of Our reasonable or immediate control.

10. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in the Hosting Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

11. THIRD PARTY GENERATED CONTENT IS NOT APPROVED BY US

11.1 The Hosting Platform includes Content uploaded by You and other users of the Hosting Platform (third parties), including video and audio content. Such Content has not been verified or approved by Us. The views expressed in Your Content and by other users of the Hosting Platform do not represent Our views or values.

11.2 Without prejudice to clauses 11.1, 12 and 13, Your Content may be, or a third party may consider it to be, a breach of their personal data rights or breach of their copyright material or be offensive, indecent, objectionable, inaccurate, untrue, defamatory, or blasphemous. In uploading Your Content to the Hosting Platform, You irrevocably agree to the fullest extent permitted by law that:

- (a) You have waived all and any legal, equitable or other rights You may have in respect of any Content against Us;
- (b) You shall indemnify Us in respect of any action brought by any third party against Us in respect of Your Content.
- (c) You shall hold Us harmless in respect of any loss You incur as a result of any Content howsoever arising other than any right You may have to receive Service Credits.

11.3 If You wish to complain about any of the Content uploaded by other users of the Hosting Platform, please contact Us on hello@zidivo.com.

12. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

12.1 Where the Hosting Platform or zidivo.com contains links to other websites and/or resources provided by third parties, these links are provided for Your information only. Such links should not be interpreted as approval by Us of those linked websites or information You may obtain from them.

12.2 We have no control over the contents of those sites or resources.

12.3 CONTENT STANDARDS

These Content Standards apply to any and all of Your Content.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as Your Content as a whole.

Your Content:

- must be accurate (where facts are stated);
- any opinions (where stated) must be genuinely held; and
- must comply with applicable laws of England and in any country from which they are posted.

Your Content must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote or include sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trademark of any other person;
- be likely to deceive any person or be in any way fraudulent or misleading;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;

- be used to impersonate any person, or to misrepresent Your identity or affiliation with any person;
 - give the impression that it emanates from Us, if this is not the case;
 - advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 12.4 Without prejudice to any other clause herein, You further warrant that You either own or have licensed all the intellectual property rights in Your Content that You have uploaded and that You have all such necessary rights for You to provide the licenses pursuant to clause 13. You shall indemnify and keep Us fully indemnified for any breach of any third party's intellectual property rights in respect of any of Your Content.
- 12.5 Your Content shall be considered non-confidential and non-proprietary. You retain all of Your ownership rights in Your Content, but in uploading it You are deemed to grant Us a license to use, store and copy Your Content and to distribute and make it available to third parties. The rights You license to Us are described in [Rights You are giving Us to use material You upload](#). Nothing in this clause shall impede you from controlling access to Your Content via Your website and you are not prohibited from charging for access to Your Content via Your website.
- 12.6 You are deemed to grant Us Your irrevocable permission and the right to disclose Your identity to any third party who is claiming that any of Your Content constitutes a violation of their intellectual property rights, or of their right to privacy and/or to disclose Your identity to any public authority established in the United Kingdom where said public authority is investigating any criminal matter which they believe Your Content is connected with.
- 12.7 We have the right to remove Your Content in full or in part or edit it in any manner We wish if, in Our opinion, it does not comply with the [Content Standards](#).
- 12.8 You should maintain copies of all Your Content and We hereby expressly exclude all liabilities arising from any loss of Your Content no matter howsoever caused.

13. RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD

- 13.1 When You upload or post Your Content, You warrant to Us Your ability to grant and You grant Us: a perpetual license to:
- use, distribute, reproduce, modify, adapt, publish, and to translate Your Content;
 - publicly perform and publicly display Your Content (in whole or in part) and to incorporate Your Content (in whole or in part) into other works in any format or medium now known or later developed as You may direct from time to time.
- 13.2 Without prejudice to clause 13.1 above, You hereby agree to hold Us harmless for any breach of Your copyright or other rights or any losses whatsoever You sustain howsoever arising consequent to any access by

any person or entity of Your Content via the Hosting Platform save where such loss arises directly from Our breach of these Terms.

14. RULES ABOUT LINKING

- 14.1 You may link to Your Accounts and to public pages such as the home page and sign up pages at my.zidivo.com, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.
- 14.2 Save as provided in clause 14.1, You may not may create a link to any part of my.zidivo.com other than to Your Accounts.
- 14.3 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists.
- 14.4 The website in which You are linking Your Accounts at my.zidivo.com must comply in all respects with the [Content Standards](#).
- 14.5 If You wish to link to or make any use of Content on the Hosting Platform other than that set out above You must obtain Our written agreement; please contact hello@zidivo.com.

15. WARRANTIES

- 15.1 Without prejudice to any limitation of or exclusion of any warranty provided in these Terms and subject to Your compliance with clause 15.2, We warrant that:
 - (a) the Zidivo Technology does not infringe any third party's intellectual property rights
 - (b) the Zidivo Materials do not infringe any third party's intellectual property rights save that where such infringement is the result of any modification of the Zidivo Materials, or the combining, operating or using the Zidivo Materials with some other materials, equipment, Devices, or software not supplied by Us.
- 15.2 You shall notify Us promptly in writing of any alleged breach of this warranty and provide Us with all reasonable assistance in connection with the defence and/or settlement (at Our expense), and permit Us to control the defence and/or settlement of any such claim or claims. Subject to your compliance with the preceding terms of this clause, We shall defend You in respect of any claims against You arising out of or relating to any breach of a third party's rights covered by this warranty and indemnify You for Your losses incurred in respect of same.
- 15.3 In the event that the Services cannot be provided without Us infringing upon the proprietary rights of a third party, We may amend the Services or terminate the Services without any liability to You whatsoever howsoever arising other than to:
 - (a) pay any indemnity due under clause 15.2; and
 - (b) pay any refund of monies due pursuant to clause 9.

16. TERM

- 16.1 In respect of each contract created on the registration for an Account the Service shall be provided for the Initial Term unless terminated sooner in accordance with sections 16.3, 16.4 or 16.5, or unless otherwise specified in any written amendment agreed between the Parties.
- 16.2 In respect of each Account, at the end of its Initial Term or any Renewal Term, the Account shall be automatically renewed for a Renewal Term, unless either Party gives written notice to terminate at least thirty (30) days prior to the date on which they wish the provision of Service to cease in respect that particular Account.
- 16.3 In the event that, for any Account, We have agreed in writing an Initial Term of less than 30 days, the notice period for either party to terminate the agreement shall be equal in time to the Initial Term.
- 16.4 Upon termination by You of the Services provided in respect of any Account for any reason other than pursuant to clause 4.5(3)(c), You shall immediately pay Us a fee equal to the fee that would otherwise been payable in total had the term been terminated by notice as provided herein and the said fee shall be payable up to the time of termination ("Early Termination Fee").
- 16.5 You hereby irrevocably agree that the Early Termination Fee as provided for in clause 16.4 is based on the agreed revenue expectation and is not a penalty.

17. TERMINATION BY YOU

- 17.1 In addition to Your rights pursuant to clause 16, You may terminate any and all Services provided by Us in respect to Your Accounts by delivering written notice to Us upon the occurrence of any of the following events:
- (a) We have a winding up order made against other than in respect of a Members Voluntary Liquidation made for the purpose of a solvent reconstruction;
 - (b) We have been dissolved or otherwise ceased to provide any Services and Our obligations have not been assigned or novated to another pursuant to clause 26.
 - (c) We are in material breach of a contract for the Services provided in respect of an Account and said breach is a material obligation hereunder and the default or failure continues ten (10) days after Our receipt of written notice from You stating the breach and also Your intention to terminate relevant contract for the Services provided in respect of the relevant Account by reason of such default or failure.

18. VIRUS PROTECTION AND MISUSE OF THE HOSTING PLATFORM

- 18.1 We do not guarantee that the Hosting Platform is free from viruses. **You must use Your own virus protection software.** You must ensure Your virus protection software is up to date at all times.

- 18.2 You must not attempt to circumvent, disable or otherwise interfere with any security feature of the Hosting Platform or any system, programme, hardware, firmware or software used by Us directly or indirectly in delivering the services provided via the Hosting Platform.
- 18.3 You must not misuse the Hosting Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- 18.4 You must not attack the Hosting Platform or interfere with any service provided by Us via a denial-of-service attack or a distributed denial-of-service attack or any other attack with the intention of facilitating harm or damage to the Hosting Platform or damage or loss to its users or to the computer networks or other information technology infrastructure that supports the Hosting Platform.
- 18.5 You must not attempt to gain unauthorised access to the Hosting Platform, the server on which the Hosting Platform is stored or any server, computer or database connected to or with the Hosting Platform.
- 18.6 You must not attempt to monitor, test, probe, or scan any part of the Hosting Platform, the server on which the Hosting Platform is stored or any server, computer or database connected to or with the Hosting Platform or any other computer, database, or server of Ours for the purpose of:
- ascertaining any vulnerability for attack of the Hosting Platform whether by introducing viruses, trojans, worms, logic bombs or other material or by a denial-of-service attack or a distributed denial-of-service attack or any other attack;
 - breaching Our security measures or authentication measures;
 - monitoring other users or data traffic.
- 18.7 You must not and must not facilitate any other person to:
- reproduce, duplicate, copy or re-sell any part of the Hosting Platform in contravention of these Terms;
 - send email messages with forged email header information or messages that otherwise indicate We were involved in the transmission of the email (including any attachment thereto);
 - forge any TCP-IP packet headers or any part of the header information in news groups hosted by Us; or
 - send unsolicited email (spam) or multiple USENET (newsgroup) postings that refer the recipients of the spam or USENET postings to any content that is stored, delivered or otherwise made available via the Hosting Platform or Our servers or network.
- 18.8 You must not and must not facilitate any other person to use the Hosting Platform or any other facility or service provided by Us, or use Our servers or network to:

- upload store or distribute Your Content (including any part thereof) that in Our opinion is in breach of the [Content Standards](#);
 - send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards or in Our opinion is in breach of the [Content Standards](#);
 - send unsolicited email (spam) or multiple USENET (newsgroup) postings;
 - breach any applicable local, national or international law or regulation;
 - commit any act that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - harm or attempt to harm minors in any way; or
 - provide access to the Hosting Platform, Our networks or servers to any third party other than by means specifically provided for in these Terms.
- 18.9 Save for public search engines, You must not use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that may access the Hosting Platform in a manner that sends more request messages to Our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.
- 18.10 If You are the operator of a public search engine, You may use spiders to copy Content from the Hosting Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the Content, but not caches or archives of such Content or any part thereof, provided that:
- You do not collect or harvest any personally identifiable information, including Account names and the names of any person linked to any Account, from the Hosting Platform;
 - nor do You use any communication systems provided by the Hosting Platform (e.g. comments, email) for any commercial solicitation purposes; and
 - You do not solicit, for commercial purposes, any users of the Hosting Platform.
- 18.11 You must report any breach of the provisions of clauses 18.2 to 18.10 that You become aware of to Us immediately You become so aware.
- 18.12 Any breach of the provisions of clauses 18.2 to 18.11 may constitute a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Hosting Platform will cease immediately.

18.13 You must not attempt to access the content of any Account of which You are not the Account holder unless You have permission to do so from the relevant Account holder.

18.14 Without prejudice to clauses 18.12 and 18.13, where You or any person authorised by You or assisted by You has breached the Terms, We may remove any of Your Content or any other material posted by any person authorised by You or assisted by You and/or limit or suspend Your or their or both of your access to the Hosting Platform on a temporary or permanent basis or impose such other restrictions or conditions on Your continued access to the Hosting Platform. We shall not be liable to You for any losses You may incur as a consequence of any action taken by Us pursuant to this clause 18.14.

19. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

19.1 If You open an Account with Us, or if You choose or You are provided with a user identification code, password or any other piece of information which is required pursuant to Our security procedures, You must treat such information as confidential and You must not disclose it to any third party.

19.2 Should You provide a third party with Your user identification code, password or any other piece of information which is required pursuant to Our security procedures, they will be deemed as acting as Your agent and You shall be deemed responsible for their actions in respect of the Hosting Platform and/or any other matter concerning Us where they have made use of Your user identification code, password or any other piece of information as part of Our security procedures.

19.3 You must immediately notify Us of any unauthorised use of Your passwords or user identification code or any other breach of security and We shall reset Your passwords and You must take all other actions that We deem necessary to maintain or enhance the security of the Hosting Platform and Our computing systems and networks.

19.4 We have the right to disable any user identification code or password, whether chosen by You or allocated to You by Us at any time, if in Our opinion, You have failed to comply with any of the provisions of these Terms.

20. WE MAY MAKE CHANGES TO THE HOSTING PLATFORM

20.1 We may without notice at any time change the look, feel and functionality of the Hosting Platform or suspend access to the Hosting Platform, or close it indefinitely. Should We close the Hosting Platform and not replace it with a similar hosting platform or resource, Your claim against Us in respect of the same shall be limited to repayment of any monies paid in advance for Services that have not been delivered by the date of closure of the Hosting Platform which cannot be delivered thereafter.

21. THE HOSTING PLATFORM COMPLIANCE WITH THE LAWS OF THE ENGLAND.

21.1 We do not represent that Content is appropriate for use or availability in any particular location.

- 21.2 You shall ensure that all of Your Content complies with all relevant English law at all times. Further You shall not make available any regulated item, information or service of any kind via the Hosting Platform other than in full compliance with all relevant laws and regulations and accepted best practice applicable in England and also other parts of the UK where such other parts of the UK impose additional compliance or legal burdens.
- 21.3 You shall not directly or indirectly export, re-export, or make available any regulated item or information to anyone outside the UK in connection with the Services or in connection with any of Your Content or any other Content without first complying with all relevant laws and regulations in respect of England or any other part of the UK and any local laws or regulations applying in any jurisdiction that said regulated item or information may become subject to including (but not limited to) such laws and regulations as they may apply to the transfer of data.
- 21.4 Without prejudice to any other right or power We may have pursuant to these Terms, if in our reasonable opinion any of Your Content contravenes any law or regulation whether the laws of England or elsewhere, We at our sole and absolute discretion may:
- (a) edit Your Content in any manner We consider appropriate;
 - (b) restrict access to Your Content in any manner We consider appropriate; or
 - (c) remove Your Content in full or in part as We consider appropriate.

22. PERFORMANCE

- 22.1 You acknowledge, agree and accept that We do not own or control the local circuit link, leased co-location space, leased space cross-connects, internet service provider partners providing connectivity to the Hosting Platform, other networks outside of the connectivity to the Hosting Platform or Our internet service provider partners, or the "Internet", nor are We responsible for performance (or non-performance) of such networks or interconnection points.
- 22.2 We do not guarantee that the Hosting Platform, or any Content on it, will always be available or be uninterrupted or error free, perform at or above certain latency times, or be secure or virus or any other form of malware free.
- 22.3 We do not provide any warranty that the Hosting Platform or any product or service provided by through or in conjunction with the Hosting Platform is compatible with any system, its protocols, software, hardware, firmware or supporting infrastructure.
- 22.4 To the fullest extent permissible by law but not otherwise, We expressly exclude any warranty that, save for this clause, may be implied as to satisfactory quality, fitness for a particular purpose, title, non-infringement or interference or reliability, timeliness of the Hosting Platform, its Content or any service provided by Us thorough or in conjunction with it the Hosting Platform.

23. WE MAY SUSPEND OR WITHDRAW THE HOSTING PLATFORM

- 23.1 The Hosting Platform may cease to function or become unavailable due to a malicious attack on the Hosting Platform or a server used by the Hosting Platform and consequently interruptions of service may be immediate and without warning.
- 23.2 In addition to technical reasons including but not limited to malicious attack, We may suspend or withdraw or restrict the availability of all or any part of the Hosting Platform for business and operational reasons without notice.
- 23.3 We may block or limit or deny user access to the Hosting Platform or any part thereof, impose technical restrictions (including but not limited to restricting bandwidth) upon access and/or disable features, facilities or parts of the Hosting Platform where in Our opinion and at Our sole discretion such actions are desirable to:
- (a) protect the Hosting Platform or to maintain services provided by the Hosting Platform to members of the public and/or users who have registered with Us including You or on the occurrence of or in reasonable anticipation of any Force Majeure Event;
 - (b) prevent or end a violation of any English, UK, foreign, local or other applicable law, regulation, rule or order of legal effect;
 - (c) prevent or end any infringement of or unauthorised use of any patent, copyright, service mark, trademark, trade name or other intellectual property right of any third party; or
 - (d) prevent or end any defamation, threat of harm, obscenity or blasphemy.
- 23.4 Without prejudice to any other right We may have to terminate or restrict Services provided, We may suspend or terminate any and all Services provided by Us under any contract made with You without any liability to You whatsoever howsoever arising without notice upon the occurrence of any of the following events:
- (a) You are subject to a Change of Control;
 - (b) You have a receiver appointed over Your business or Your property;
 - (c) You make a general assignment for the benefit of Your creditors;
 - (d) You commence, or have commenced against You, proceedings under any bankruptcy or insolvency procedures which proceedings are not dismissed within 60 days;
 - (e) You are liquidated or dissolved;
 - (f) You cease to do business or otherwise terminate Your business operations;

- (g) You default or fail to perform any material obligation hereunder in any material respect, which default or failure continues ten (10) days after You have received written notice from Us stating Our intention to terminate any and all Services by reason of such default or failure;
- (h) in Our reasonable opinion Your Content violates any law of England or any law of any other part of the UK where such other part of the UK imposes additional compliance or legal burdens, foreign, local or other applicable law, regulation, rule or order of any applicable regulatory authority or court of competent jurisdiction;
- (i) in Our reasonable opinion Your Content infringes or constitutes the unauthorised use of any patent right, copyright, trademark, service mark, trade name or other intellectual property right of any third party;
- (j) in Our reasonable opinion Your Content constitutes or involves the misappropriation of any trade secret or other intellectual property right of any third party;
- (k) in Our reasonable opinion Your Content is used for or involved in any defamatory, threatening or obscene purpose or in violation of any English or UK or foreign community standard or otherwise violate the Terms or any other applicable terms; or
- (l) in the event You fail to pay any Fees as they fall due.

23.5 Any suspension or termination of Services for non-payment shall not relieve You from Your liability to pay the sums due to Us under these Terms.

23.6 Without prejudice to Our rights to withdraw or suspend the Hosting Platform without notice, We will try to give You reasonable notice of any pre-planned suspension or withdrawal by a notice on the Hosting Platform but We are not liable for any loss or otherwise arising from any failure to do so or Your failure to check the Hosting Platform for such notices.

23.7 Without prejudice to Our rights to withdraw or suspend the Hosting Platform without notice, We shall not be liable for any loss of Services or any breach of the Terms where such breach has been caused to any material extent by a Force Majeure Event.

23.8 Save as provided herein no refund or any other adjustment to Our charges will be made in respect of interruptions of the Hosting Platform or any service connected to it.

24. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

24.1 Whether You are a consumer or a business user:

- We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees,

agents or subcontractors and for fraud or fraudulent misrepresentation.

24.2 If You are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to the Hosting Platform or any Content on it.
- We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the Hosting Platform;
 - use of or reliance on any Content displayed on the Hosting Platform;
 - availability of the Hosting Platform;
 - any third party content on the Hosting Platform or any program, data or such other content (including but not limited to viruses, trojans, worms, logic bombs or other material or by a denial-of-service attack or a distributed denial-of-service attack or any other attack) that is malicious or technologically harmful that may have been transmitted to You as a consequence of Your access to the Hosting Platform, Our servers, networks of other computer or telecommunications infrastructure.
- In particular, We will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.
- In particular, Our aggregate liability to You for all claims whatsoever howsoever arising resulting from any and all events in any 12 month period shall not exceed the aggregate monies (net of Taxes) actually paid by You to Us for the Services in the same period.

24.3 If You are a consumer user:

- Please note that We only provide access to the Hosting Platform to consumers for their domestic and private use. You agree not to use the Hosting Platform for any commercial or business purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- We are not liable for any loss sustained by You that has been excluded by these Terms and without prejudice to the foregoing, We

are not liable for any loss sustained by You consequent of a virus, trojan, worm, logic bomb or other material or by a denial-of-service attack or a distributed denial-of-service attack or any other attack that is malicious or technologically harmful that may have been transmitted to You as a consequence of Your access to the Hosting Platform, Our servers, networks of other computer or telecommunications infrastructure.

- If defective digital files, materials or content that We have supplied, damages a device or digital files, materials or content belonging to You and this is caused by Our failure to use reasonable care and skill, We will either repair the damage or pay You compensation. However, We will not be liable for damage that You could have avoided by following Our advice to maintain up to date anti-virus software or by installing any other software update available for Your computer system or for damage that was caused by You failing to correctly follow installation instructions or to have in place the minimum system requirements advised by Us.

25. INDEMNITY

- 25.1 Without prejudice to any other clause in these Terms, You indemnify Us against all claims, costs, damage and loss arising from any claim against Us whatsoever arising from or relating to or out of any of Your Content or any other data, content, or software or firmware that You have distributed or otherwise disseminated using the Hosting Platform or Our computer networks, servers or any other of Our information technology infrastructure.
- 25.2 Without prejudice to any other clause in these Terms, You indemnify Us against all claims, costs, damage and loss (including loss of profits) arising from any malfunction of or damages to the Hosting Platform or Our computer networks, servers or any other of Our information technology infrastructure and also the computer systems of any third party caused by any malicious act or act in violation of any laws by You.
- 25.3 Without prejudice to any other clause in these Terms, You indemnify Us against all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to Us, including (but not limited to) any costs relating to the recovery of any fees that are due but have not been paid by You and any and all legal costs reasonably incurred by Us in relation to any claim made pursuant to these Terms.

26. ASSIGNMENT AND OTHER DEALINGS

- 26.1 We may at any time subcontract, delegate, assign, transfer, mortgage, charge or deal in any other manner with any or all of Our rights and obligations under any contract made pursuant to these Terms.
- 26.2 You may with Our written consent but not otherwise, assign, transfer, mortgage, charge, subcontract, or deal in any other manner with any or all of Your rights and obligations under any contract made pursuant to these Terms.

27. NO PARTNERSHIP OR AGENCY

- 27.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute a Party the agent of the other Party, or authorise a Party to make or enter into any commitments for or on behalf of the other Party except as expressly provided herein.
- 27.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

28. NON-SOLICITATION

During such time as We are providing any Services to You and for a period of one year thereafter, You shall not, and shall ensure that any party connected with You shall not, directly, or indirectly, solicit or attempt to solicit any employee of Ours to leave Our employment or breach any contract he may have with Us.

29. SURVIVAL

- 29.1 Any provision herein that expressly or by implication is intended to come into or continue in force on or after termination or expiry of any contract made under these Terms shall remain in full force and effect.
- 29.2 Termination of any contract made under these Terms shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of any contract made under these Terms which existed at or before the date of termination or expiry.

30. FREEDOM TO CONTRACT

The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under each and every contract made pursuant to these Terms for Services provided in respect of an Account.

31. THIRD PARTY RIGHTS

- 31.1 Except as expressly provided, a person who is not a party to a contract for Services provided in respect of an Account shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract for Services provided in respect of that Account. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

32. NON EXCLUSIVE

- 32.1 Each Party hereby acknowledges and agrees that, except as may be expressly agreed in writing between the Parties, the rights under any contract made pursuant to these Terms are granted on a non-exclusive basis, and, provided that such Party complies with its obligations hereunder, nothing in these Terms prevents either party from entering into similar agreements with third parties at any time at the sole discretion of each party.

33. NOTICES

33.1 Any notice given to a Party under or in connection with any contract made pursuant to these Terms shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or if it has no registered office its principal place of business or if a consumer, their last residential address known to Us; or
- (b) sent by email to the most recent email address notified or used by the other party.

33.2 Any notice under clauses 33.1 (a) and (b) above shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by email, at 9.00 am on the next Business Day after transmission.

33.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

34. COUNTRY'S LAWS APPLY TO ANY DISPUTES?

34.1 If You are a consumer, please note that these Terms, their subject matter and their formation, are governed by English law. You and We both agree that the courts of England and Wales will have exclusive jurisdiction except that if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are resident of Scotland, You may also bring proceedings in Scotland.

34.2 If You are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

35. RIGHTS AND REMEDIES

Except as expressly provided herein, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

36. FURTHER ASSURANCE, WAIVER, MODIFICATION AND SEVERABILITY

36.1 At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may

reasonably be required for the purpose of giving full effect to any contract made under these Terms.

36.2 Any failure of Us or You to require performance by the other of any provision of these Terms shall not affect the right to require such performance at any time thereafter, nor shall any waiver by You or Us of a breach of any of these Terms be taken or held to be a waiver of the Term itself.

36.3 In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render the other Terms herein unenforceable or invalid, and, in such event, such Term shall be changed and interpreted so as to best accomplish the objectives of such Term within the limits of applicable law.

37. ENTIRE AGREEMENT

37.1 Save as provided herein, these Terms form the entire agreement between the parties and supersedes all other terms as they may apply to the provision of Services.

38. OUR TRADEMARKS ARE REGISTERED

"ZIDIVO" and "Zidivo" are UK registered trademarks of Nova Internet Ltd. You are not permitted to use them without Our approval, unless they are part of material You are using as permitted under *How You may use material on the Hosting Platform*.

39. MISCELLANEOUS DEFINITIONS

Definitions of terms used in these 'Terms of Use':

Term:	Definition:
'Accepted'	a written acceptance without qualification by an authorised representative of the relevant party.
'Account'	online video presence hosted on the Hosting Platform. 'Accounts' being more than one Account.
'App'	the software application(s) for use on the operating system(s) used on mobile phones, smartphones, PDAs, tablets or other mobile Devices.
'Base Fee'	the monthly fee paid or payable by You in respect of the relevant Service and excludes all other fees that might be paid by You including by way of example and not limitation, setup fees, charges for additional services, incremental bandwidth usage, professional services, all fees payable in respect of any other service being supplied to You by Us and any other type of optional additional services.

'Business Day'	a day other than a Saturday or a Sunday or any English public holiday where the clearing banks in London are open for retail business.
'Change of Control'	<p>the occurrence of any of the following events:</p> <ul style="list-style-type: none"> (i) an acquisition of You or any part of You by another person (corporate or natural) or group of such persons by means of any transaction or series of related transactions; or (ii) a sale of all or substantially all of Your assets used in Your business; <p>if in either case You or Your owners immediately prior to such transaction will, immediately after such transaction, hold less than 50% of the voting power of the surviving or acquiring entity or no longer have control of Your assets through which You conduct business with Us.</p>
'Client Content'	Your Content or any third party content posted to the Hosting Platform pursuant of the Services provided by Us to You.
'Content'	all the content on the Hosting Platform including but not limited to data, photographs, images, graphics, text, audio, video and links to other websites.
'Content Standards'	means the content standards set out in clause 12.3.
'Days'	calendar days.
'Device' or 'Devices'	means a computer of any kind, smartphone or any other machine or device able to link directly or indirectly to the Hosting Platform including but not limited to servers, routers, exchanges, cables and all other infrastructure needed or desirable for the connection of any Device to the Hosting Platform for the purpose of downloading data or uploading data or receiving data from the Hosting Platform or any Account hosted on the Hosting Platform.
'DNS'	Domain Name System
'Early Termination Fee'	the fee as defined in clause 16.4.
'End User'	any third party who accesses any of the Services We have provided to You under these Terms and 'End Users' being more than one End User.

'Effective Date'	the date of registration for use of the relevant Account.
'Fees'	all fees and charges set out in Our price list as amended from time to time.
'Force Majeure Event'	any event such as war, industrial action, labour shortages, extraordinary levels of traffic on the Hosting Platform or its supporting infrastructure, natural disaster, riots, insurrection, fires, flood, storm, explosions, war, governmental action, terrorism or threat of terrorism, computer viruses or worms, computer sabotage, denial-of-service attacks, DNS spoofing attacks and/or other hacking attacks of a similar nature (provided the party claiming such cause has taken commercially reasonable steps to prevent such hacking attacks), or any other attempt to interrupt the services provided via the Hosting Platform, any request to restrict the services provided by the Hosting Platform if requested to do so by any relevant public authority or security service or any other cause of loss or restriction of access to the Hosting Platform or any part thereof which is beyond the reasonable control of a party.
'Hosting Platform'	my.planeststream.net or such other online video platform that We use to provide the Service to You.
'Initial Term'	for any particular Account opened by You, it shall be such term (starting on its Effective Date) that is agreed by You when opening that Account, for example one (1) month or one (1) year.
'Industry Standard Technologies'	means any technologies or programs for the delivery of streaming video across the world-wide web that in Our reasonable opinion are industry standard technologies.
'Origin Server'	Zidivo's or Your Internet web servers where Client Content is stored.
'Our'	Belonging to NOVA INTERNET LIMITED.
'Overage'	use of Services (including storage and data transfer) whether by You or End Users in excess of usage agreed.
'Party'	means either Us or You and 'Parties' means both Us and You
'Zidivo Equipment'	any equipment, mechanism or software driven or facilitated process or platform used by Us to

	provide the Services including but not limited to web servers, streaming servers, FTP servers, routers, switches, network equipment.
'Zidivo Materials'	any equipment, software or materials supplied to You by Us.
'Zidivo Network'	the content delivery network for Services provided to You and comprising Our network and all of Our contractual network partners.
'Zidivo Technology'	means Our proprietary technology, including the Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, trade secrets and any related including any derivatives, improvements, enhancements or extensions of Our technology conceived, reduced to practice, or developed by during the currency of this Terms or thereafter.
'Renewal Term'	any term of renewal of an Account pursuant to clause 16.2 or otherwise.
'Services'	delivery and distribution, hardware, software for management storage delivery and distribution of digital content.
'Service Credits'	a refund of or a credit towards the Base Fee made pursuant to clauses 7.3 and 8.2 but always subject to clause 9.
'Service Outage'	an incident where a Service being provided by Us to You is completely unavailable from the Zidivo Network for a continuous period of fifteen (15) minutes or more.
'Stream Quality Failure'	Where the streamed data delivered via the Hosting Platform falls below consistently high quality for a continuous period of one calendar month.
'Taxes'	any applicable UK, foreign, taxes, excise and charges assessed or payable in connection with the Services, including without limitation, all national, governmental, state, region or other local taxes, including but not limited to taxes relating to value added, sales, use but excluding taxes based on Our profits.
'Uptime'	the ability of Your internet protocol traffic ('IP traffic') to transfer to and from the Internet across the Zidivo Network.
'Us'	NOVA INTERNET LIMITED.

'User'	You or any such person You have provided access to Your Content on Your Account or Accounts of Yours howsoever that access has been provided.
'We'	NOVA INTERNET LIMITED.
'You'	You or any such person acting on Your behalf or with Your authorisation and anyone You have provided Your user identification code, password or any other piece of information that forms part of Our security procedures where You have previously been provided with a user identification code, password or any other piece of information that forms part of Our security procedures.
'Your'	belonging to You.
'Your Content'	any photographs, images, graphics, text, audio, video or other materials or content that You or any End User has uploaded or attempted to upload to the Hosting Platform via any website or other system provided by You or any content that You or any End User has make available to Us for inclusion in the Hosting Platform and/or any other service provided by Us via the Hosting Platform. For the removal of doubt Your Content includes any postings made to bulletin boards or chat rooms or comments provided by Us or provided by You to third parties including End Users in any such way as it is or may be associated with any other Your Content.
'Your Materials'	all equipment, software or materials supplied or made available to Us by You or an End User in connection with the Services including any of Your Content posted to the Hosting Platform by You or an End User pursuant to the Services being provided by Us to You.

Version Control:

1.0 1st production release of these terms ARB 24th July 2017