

Terms of Use

Introduction

Welcome to Veoh. Veoh provides its services and offerings (the "Veoh Service," as further described below) to you subject to the following Terms of Use ("TOU"). In addition, when using the Veoh Service, you shall be subject to any posted guidelines and rules applicable to such service, which may be posted from time to time. All such guidelines and rules are incorporated by reference into these TOU.

PLEASE READ THESE TOU CAREFULLY. By accessing or using the Veoh Service, you, either an individual or a single entity ("you" or "your" as applicable), are bound by the notices, terms and conditions in this TOU and, as applicable, elsewhere on www.Veoh.com (including but not limited to our **Privacy Policy**, which is incorporated by reference). If you register on behalf of a business, you represent to Veoh that you have the authority to bind that business and your acceptance of these TOU will be treated as acceptance by that business. In that event, "you" and "your" will refer to that business in these TOU. If you do not agree to any of these terms and conditions, you may not use the Veoh Service. If you are a publisher and wish to upload video content to the Veoh Service, then, in addition to this TOU, the **Publisher Terms and Conditions** or the **Veoh Pro Publisher Terms & Conditions** (individually and collectively, the "Publisher Terms"), as applicable, will apply to you and are incorporated by reference.

The Veoh Service

The Veoh Service is comprised of (i) the Veoh website, currently located at www.veoh.com (and/or any successor or additional website(s) owned or operated by or for Veoh); (ii) the Veoh syndication network (which includes third party websites); (iii) the Veoh client, a downloadable application to upload, download and view content (the "Veoh Client"); (iv) the servers operated by or on behalf of Veoh; and/or (v) any other technology and/or services that Veoh provides its users. The Veoh Service enables you to make content available to other users of the Veoh Service and to access content made available by other users of the Veoh Service. All comments and other communications posted or published by you or other users on the Veoh Service, including in any bulletin board, chat, discussion group, feedback area, news group or email, is referred to as "User Material." "Video Material" for purposes of this Agreement is the video you upload to the Veoh Services. "Publisher Material, for purposes of this Agreement, is any other material you provide and includes without limitation including music, animation, text, software, scripts, graphics, images, audio, information and interactive features. You are solely responsible for any User Material that you upload and publish to the Veoh Service, including complying with these TOU. The terms and conditions regarding the uploading of Video Material and Publisher Material is covered in the Publisher Terms.

You retain all of your rights in your User Material. You shall be solely responsible for your own User Material and the consequences of posting or publishing it on the Veoh Service. In connection with User Material that you make available on the Veoh Service, you expressly represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize Veoh to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Material to enable inclusion and use of the User Material as part of the Veoh Service and in the manner contemplated by these TOU. By submitting, posting, uploading, emailing or otherwise providing User Material to Veoh, you hereby grant (or warrant that the owner of such rights has expressly granted) Veoh a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable and transferable license to use, reproduce, modify, distribute, prepare derivative works of, display, publish, perform and transmit the User Material in connection with the Veoh Service and Veohs (and its successors) business, including without limitation for promoting and redistributing part or all of the Veoh Service (and derivative works thereof) in any media formats and through any media channels. You warrant that all moral rights to the User Material you submit have been waived. You also hereby grant each user of the Veoh Service a non-exclusive license to access your User Material through the Veoh Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Material as permitted through the functionality of the Veoh Service and under these TOU.

Veoh does not guarantee that any User Material or Video Material and Publisher Material will be made available on the Veoh Service, whether continuously or at all. Veoh shall have no obligation to monitor

any User Material and Video Material and Publisher Material. However, Veoh and its agents reserve the right to monitor any User Material and Video Material and Publisher Material from time to time for any lawful purpose. Veoh may, without notice to you, remove or block any User Material and/or Video Material and Publisher Material from the Veoh Service, including disabling access to such User Material and/or Video Material and/or Publisher Material that you have downloaded through the Veoh Service.

Registration

Registration is not required to view most User Material and Video Material and Publisher Material provided as part of the Veoh Service. However, you are required to register if you wish to post a comment or upload a video, download the Veoh Client or view certain User Material and Video Material and Publisher Material. If you wish to upload a video you will be subject to our Publisher Terms. If you wish to download the Veoh Client you will be subject to additional terms and condition relating to the license and use of the Veoh Client.

To register, you will have to create an account. As a condition to using such components of the Veoh Service, you will be asked to register with Veoh and select a password and screen name ("Veoh User ID"). You shall provide Veoh with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this TOU, which may result in immediate termination of your Veoh account. You may not (i) select or use as a Veoh User ID a name of another person with the intent to impersonate that person; (ii) use as a Veoh User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a Veoh User ID a name that is otherwise offensive, vulgar or obscene. Veoh reserves the right to refuse registration of, or cancel a Veoh User ID in its sole discretion. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Veoh immediately of any breach of security or unauthorized use of your account. Although Veoh will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Veoh or others due to such unauthorized use. All registration information provided by you shall be subject to Veoh's **Privacy Policy** or any successor thereto.

Content on the Veoh Network

Content on Veoh is meant for all audiences. You understand that you will be exposed to User Material from a variety of publishers and that Veoh is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Material. You further understand and acknowledge that you may be exposed to User Material 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 Veoh with respect thereto, and agree to defend, indemnify and hold harmless Veoh, its parent corporation, its subsidiaries, its licensors, and their respective officers, directors, employees and agents to the fullest extent allowed by law regarding all matters related to your use of the Veoh Service.

User Conduct

Veoh grants you permission to use the Veoh Service subject to all of the terms and conditions set forth in these TOU.

As a condition of use, you agree not to use the Veoh Service for any purpose that is unlawful. You agree to abide by all applicable local, state, national and international laws and regulations, including, without limitation, all intellectual property laws (such as, U.S. copyright laws). Any unauthorized use of the Veoh Service is expressly prohibited.

By way of example, and not as a limitation, you agree not to (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any User Material using any communications service or other service available on or through the Veoh Service, that: i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity; or ii. is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of others

privacy, tortious, offensive, profane, pornographic or obscene, or promotes hate or incites violence; or iii. misrepresents the source or identity of any content; or iv. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming") or a chain letter, a pyramid scheme or any other similar solicitation; or v. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of Veoh or any third party; or vi. impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of Veoh; or vii. constitutes an offer, for sale or otherwise, of any firearms, explosives, weapons, tobacco products, controlled substances, pharmaceuticals, counterfeit or stolen articles, registered or unregistered securities or any items that would cause Veoh to violate any applicable law or regulation.

In addition to these TOU, your use of the Video Material may be subject to separate license terms as set forth by the Publisher.

Additionally, you agree that you will not: (i) take any action that imposes, or may impose, in Veoh's sole discretion, an unreasonable or disproportionately large load on Veoh's infrastructure; (ii) interfere or attempt to interfere with the proper working of the Veoh Service or any activities conducted on the Veoh Service; (iii) bypass any measures Veoh may use to prevent or restrict access to the Veoh Service, other accounts, or computer systems or networks connected to the Veoh Service; or (iv) interfere with any other users enjoyment of the Veoh Service, including, without limitation, accessing an account of a Veoh user that is not yours.

You may not (and may not permit others to), directly or indirectly, modify, translate, decompile, disassemble, or reverse engineer any part of the Veoh Service or any content available through the Veoh website (except to the limited extent applicable laws specifically prohibit such restriction), or copy, rent, lease, distribute, or otherwise transfer any or the rights that you receive hereunder. In addition, you may not remove any proprietary notices or labels.

You shall not launch or otherwise use any robot, spider, scraper or other automated means to access the Veoh Service in a manner which sends more request messages to the Veoh server in any given period of time than a typical human would normally produce in the same period by using a conventional on-line web browser to read, view and submit materials. Notwithstanding the foregoing, we grant the operators of search engines permission to use robots to copy materials from the site for the sole purpose of creating publicly-available searchable indexes of the materials, but not caches or archives of the materials, provided that we reserve the right to revoke these exceptions either generally or in specific cases.

You shall not harvest or collect information from the Veoh Service, including, without limitation, information about other users of the Veoh Service. The use of any information learned through the Veoh Service or while in the Veoh website is limited to the express purposes set forth in these TOU; all other uses are strictly prohibited.

Unless expressly authorized, you shall not frame or otherwise display any portion of the Veoh.com website or any of its contents. No hyperlinks to any password protected web pages on the Veoh.com website are allowed. Hyperlinks to non-restricted pages are allowed, subject to review and termination by Veoh in our sole discretion.

Ownership

The content accessible through the Veoh Service, except User Material and Video Material and Publisher Material, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, the "Veoh Content") and the trademarks, service marks and logos contained therein (the "Marks"), are owned by or licensed to Veoh, and subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Except as set forth in these TOU, the Veoh Content, Marks, User Material and Video Material and Publisher Material is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever except as set forth in these TOU or without the prior written consent of the respective owners. Veoh reserves all rights not expressly granted in and to the Veoh Service and the Veoh Content. If you download or print a copy of the Veoh Content, User Material or

Video Material and Publisher Material, you must retain all copyright and other proprietary notices contained in or on such content and material. You agree not to circumvent, disable or otherwise interfere with security related features of the Veoh Service or features that prevent or restrict use or copying of any Veoh Content, User Material or Video Material and Publisher Material.

Copyright Policy

Veoh respects the rights of copyright holders. We have established a **copyright policy** which is incorporated herein by reference.

Termination

Veoh may terminate your access to all or any part of the Veoh Service at any time, with or without cause, with or without notice, effective immediately. You may terminate your use of the Veoh Service at any time, provided that all provisions of this TOU, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Warranty Disclaimer

THE VEOH SERVICE, VEOH CONTENT AND MARKS ARE PROVIDED BY VEOH "AS IS" AND "AS AVAILABLE". VEOH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE VEOH SERVICE OR ITS CONTENT OR MARKS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, VEOH DISCLAIMS ALL WARRANTIES REGARDING THE VEOH SERVICE AND ITS CONTENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF CONTENT, NON-INFRINGEMENT, OR THE AVAILABILITY OR QUALITY OF ANY PRODUCTS OR SERVICES AVAILABLE VIA THE VEOH SERVICE (EXCEPT AS MAY BE SET FORTH IN ANY LICENSE OR OTHER AGREEMENT RELATED TO THOSE PRODUCTS OR SERVICES). YOU AGREE THAT USE OF THE VEOH SERVICE SHALL BE AT YOUR SOLE RISK. FURTHER, VEOH DOES NOT ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE VEOH SERVICE OR ANY HYPERLINKED WEBSITE OR INCLUDED IN ANY BANNER OR OTHER ADVERTISING, AND VEOH WILL NOT BE A PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY WITH RESPECT THERETO.

Limitation of Liability

IN NO EVENT SHALL VEOH OR ITS AFFILIATES, SUBSIDIARIES, PARTNERS OR LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE) ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE VEOH SERVICE, OR ANY CONTENT, PRODUCTS OR SERVICES DISTRIBUTED ON OR PROVIDED THROUGH THE VEOH SERVICE (INCLUDING BUT NOT LIMITED TO, VEOH CONTENT AND VEOH MARKS), WHETHER AS A RESULT OF ERRORS, OMISSIONS, LOSS OF DATA, DEFECTS, VIRUSES, INTERRUPTIONS OR DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER CAUSE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF VEOH OR ITS SUPPLIERS HAVE BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VEOH ASSUMES NO LIABILITY FOR: ANY ERRORS, MISTAKES OR INACCURACIES IN OR OF ANY CONTENT, INCLUDING ANY USER MATERIAL OR VIDEO MATERIAL AND PUBLISHER MATERIAL; PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE VEOH SERVICES; ANY UNAUTHORIZED ACCESS TO OR USE OF THE VEOH SERVERS AND/OR ANY PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY INTERRUPTION OR

CESSATION OF TRANSMISSION TO OR FROM THE VEOH WEBSITE; ANY VIRUSES, BUGS, TROJAN HORSES, WORMS OR OTHER MALICIOUS CODE WHICH MAY BE TRANSMITTED TO OR THROUGH THE VEOH WEBSITE BY ANY THIRD PARTY; AND/OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE VEOH SERVICE OR ANY CONTENT, INCLUDING ANY USER MATERIAL OR VIDEO MATERIAL AND PUBLISHER MATERIAL, POSTED, EMAILED OR OTHERWISE MADE AVAILABLE THROUGH THE VEOH SERVICE.

SOME JURISDICTIONS RESTRICT THE LIMITATION OF LIABILITY OR DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE LIMITATION OF LIABILITY SET FORTH ABOVE IS UNENFORCEABLE UNDER APPLICABLE LAW, VEOH'S AND ITS SUPPLIERS' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Indemnification

You agree to defend, indemnify and hold harmless Veoh and its affiliates, subsidiaries and distribution partners and their respective officers, directors, employees and/or agents (collectively, "Veoh Indemnitees") from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys fees) arising from: (i) your use of and access to the Veoh Service; (ii) your violation of any term of these TOU; (iii) your violation, alleged or actual, of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that any of User Material you upload and publish on the Veoh Service caused damage to a third party; or (v) your gross negligence or willful malfeasance (collectively, "Claims"). You are solely responsible for defending any such Claims, and for payment of losses, costs, damages or expenses resulting from the foregoing to both a third party and to the Veoh Indemnitees. Veoh shall have the right, in its sole discretion, to select its own legal counsel to defend the Veoh Indemnitees from any Claims (but by doing so shall not waive your indemnity obligations), and you shall be solely responsible for the payment of all reasonable attorneys fees incurred by the Veoh Indemnitees in connection therewith. You shall not, without the prior express written approval of Veoh, settle, dispose or enter into any proposed settlement or resolution of any Claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for any Veoh Indemnitee. This defense and indemnification obligation will survive these TOU and your use of the Veoh Service.

Miscellaneous

Acceptance. If you do not accept all of the terms and conditions set forth in these TOU, you may not access or use the Veoh Service.

Ability to Accept. The Veoh Service is only available to users who are over the age of 18, or an emancipated minor, or possess legal parental or guardian consent, and are fully able to and competent to enter into and abide by the terms, conditions, obligations, representations and warranties set forth in these TOU. **If you are under 13 years of age, you may not register for or use the Veoh Service.**

Modification. Veoh shall have the right to modify these TOU at any time, which modification shall be effective immediately following Veoh's posting of such change on its website. We recommend that you check the Veoh website regularly for any such changes. Your use of the Veoh Service following such posting shall be deemed to constitute your acceptance of such modification. These TOU may not otherwise be changed or modified, except in a writing signed by an authorized representative of Veoh.

Enforceability and Waiver. If any provision of these TOU is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of these TOU will not be affected. No delay or failure by Veoh to exercise or enforce any of its rights under these TOU will act as a waiver of such rights.

Privacy Policy. Your use of the Veoh Service is subject to your acceptance of our **Privacy Policy**, which is incorporated by reference. Please read the Privacy Policy carefully for disclosures relating to the collection and use of your personal information.

Links to Third Party Websites. As a convenience for its users, Veoh may provide links on this website to other websites owned by third parties. Unless otherwise stated, Veoh does not endorse or control these third parties and takes no responsibility for them or their websites.

Export and International Use. The Veoh Service is controlled and offered by Veoh from its facilities in the United States of America. Veoh makes no representations that the Veoh Service is appropriate or available for use in other locations. Those who access or use the Veoh Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Governing Law, Jurisdiction and Venue. These TOU shall be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice of law rules or principles. You expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Los Angeles County of the State of California for any claim or action arising out of or relating to these TOU or your use of the Veoh Service. You agree that: the Veoh Service shall be deemed to be solely based in the State of California; the Veoh website shall be deemed a passive website that does not give rise to personal jurisdiction over Veoh, either specific or general, in jurisdictions other than the State of California; and ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE VEOH SERVICE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. The prevailing party in any litigation will be entitled, in addition to any other relief granted to it, to recover reasonable attorneys fees, expenses and costs incurred in connection with the litigation.