

# Terms of Use

Welcome to MiCAST.tv!

MiCAST.tv is a streaming platform which lets the users to start a broadcast instantly. MiCAST enables users to broadcast their content through the latest flash streaming techniques. Any one can broadcast their own internet channel 24/7 to their family and friends with out any limits.

The following terms of service is a legal agreement between you and MiCAST.tv and apply to your whether you are a member or a visitor browsing the content.

**YOU UNDERSTAND THAT BY CLICKING THE "I AGREE" BUTTON, OR BY USING THE SITE, SERVICES (INCLUDING ANY CONTENT PROVIDING THEREIN), OR YOUR ACCOUNT, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES.**

## 1. Eligibility

In order to access the broadcast information you must enter a channel name on the front page of the website. The broadcast information will be visible after entering the channel name and it will be kept confidential.

## 2. Termination or Suspension of the Site or Services & Modification of these Terms of Service

a. MiCAST.tv reserves the right, in its sole discretion, at any time to modify, discontinue or terminate the website and services, or modify these terms of service without advance notice. All modified terms and conditions will be effective after they are posted on the website (unless a longer notice period is required by applicable law). If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using MiCAST.tv and any of the services provided by MiCAST.tv. By continuing to access MiCAST.tv after any modifications of terms of service, you agree to be bound by the modified terms of service.

b. MiCAST.tv may immediately terminate or suspend your access to the website and remove any material from the website or it's servers, in the event that you breach these terms of service. We also reserve the right to terminate without notice to you, if MiCAST.tv suspects or determines, in its own discretion, that you may have or there is significant risk that you have (i) failed to comply to with any provision of these terms of service or any other policies or rules set by MiCAST.tv (ii) engaged in actions relating to or in the course of using the website that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, MiCAST.tv users, MiCAST.tv or any other third parties.

c. You may request to terminate your channel any time by emailing us. We will process your request as soon as possible.

## 3. Copyrighted Materials

**No Unauthorized Use. YOU WILL NOT USE MiCAST.tv OR ANY OF THE SERVICES PROVIDED BY MiCAST.tv TO TRANSMIT, ROUTE, PROVIDE, CONNECTIONS TO OR STORE ANY MATERIAL THAT INFRINGES COPYRIGHTED WORKS OR OTHERWISE VIOLATES OR PROMOTES THE VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. MiCAST.tv has implemented and maintains a policy that provides for the termination of channels of the users who repeatedly infringe or are believed to be infringing the rights of copyright holders. Please see the MiCAST.tv's copyright policy for more information.**

## 4. Limitation of Liability

**IN NO EVENT WILL MiCAST.tv, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, SERVICES, CONTENT AND**

USER SUBMISSIONS WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT MiCAST.tv HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT WILL MiCAST.tv'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.

#### 5. Indemnification

You agree to defend, indemnify, and hold MiCAST.tv, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Site, Services, Content and User Submissions; (ii) your violation of these terms of service; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party, including without limitation claims that your User Submissions are infringing.