

MULTICAST MEDIA NETWORKS, LLC

ACCEPTABLE USE POLICY

This Acceptable Use Policy (AUP) sets forth guidelines for acceptable use of Multicast's services, software and products (the "Multicast Products and Services") by our customers, resellers and other users of the Multicast Products and Services (each, a "Customer"). This list is not meant to be exhaustive, but merely illustrative of examples of conduct deemed by Multicast to be inappropriate, improper or harmful to Multicast's reputation, Products or Services and therefore prohibited when using the Multicast Products and Services. The guidelines and restrictions in this AUP on use of the Multicast Products and Services by a Customer shall apply equally to the Customer's employees and any other person or entity that is provided access to the Multicast Products and/or Services directly or indirectly by the Customer ("Users"). By using the Multicast Products and Services, Customer acknowledges that it has read, understood and agrees to comply with the terms of this AUP. Customer shall (i) ensure that its Users comply with this AUP and (ii) be responsible for violations of this AUP by Customer or its Users.

General Conduct

Customer must use the Multicast Products and Services in a manner consistent with the permitted use of such Multicast Products and Services. Unless otherwise expressly permitted in writing by Multicast, Customer may not assign, transfer, distribute, resell, lease or otherwise provide access to any third party to the Multicast Products and Services, or use the Multicast Products and Services with or for the benefit of any third party (other than Internet end users). Customer may only use the Multicast Products and Services for lawful purposes and in accordance with this AUP.

Responsibility for Content

Multicast takes no responsibility for any Customer or User content created, accessible or delivered on or through the Multicast Products and Services. Multicast does not monitor or exercise any editorial control over such content. Customer is solely responsible for (i) any content published or made available through the Multicast Products or Services by Customer and its Users and (ii) compliance with all laws applicable to the publication and distribution of such content. Customer shall be solely responsible for maintaining a copy of its content.

Inappropriate and Illegal Content

Customer shall not use the Multicast Products and Services to transmit, distribute or store material that is inappropriate (including online gambling), as reasonably determined by Multicast, or material that is illegal, defamatory, libelous, indecent, obscene, pornographic, enables online gambling or inconsistent with the generally accepted practices of the Internet community. Customer shall ensure that its and its Users' use of the Multicast Products and Services and all content transmitted, distributed or stored on the Multicast Products and Services do not violate any applicable domestic or foreign laws or regulations including but not limited to laws relating to content distribution, encryption or export or any rights of any third party. Customer shall not use the Multicast Products and Services to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the Multicast Products and Services, any other network or equipment, or other Users.

Intellectual Property

Customer shall not use the Multicast Products and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. If Customer uses a domain name in connection with its use of the Multicast Products and Services, such domain name must not violate any trademark, service mark, or other rights of any third party.

Fraudulent/Misleading Content

Customer shall not use the Multicast Products and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

E-mail and Spam

Customer shall not use the Multicast Products and Services to send unsolicited e-mail messages or USENET postings, including, without limitation, bulk commercial advertising or informational announcements ("spam"). Further, Customer is prohibited from using the service of another provider to send spam or to otherwise promote a site hosted on or connected to the Multicast Products and Services. In addition, Customer shall not use the Multicast Products and Services to (a) send e-mail messages or USENET postings which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages or USENET postings to a recipient who has indicated that he/she does not wish to receive them, (c) send e-mail messages or USENET postings with forged header information, or (d) send malicious e-mail messages or USENET postings, including, without limitation, "mailbombing." Multicast reserves the right to charge Customer at Multicast's standard rates for time required to handle any complaints that Customer or User violate this Email and Spam section.

Security Violations

Customer is prohibited from violating or attempting to violate the security of the Multicast Products and Services, or any third party network, system, server, or account, including, without limitation, engaging in any of the following activities: (a) accessing data, servers, accounts, databases, etc. which such Customer is not authorized to access, (b) impersonating Multicast personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing," (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (f) taking any action in order to obtain services to which such Customer is not entitled, or (g) attempting to utilize another party's account name or persona without authorization from that party. Customer is also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for Multicast Products and Services. Violations of system or network security may result in civil or criminal liability.

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Multicast Rights and Remedies

If Customer becomes aware of any content or activity that violates this AUP, Customer shall take all necessary action to prevent such Content from being routed to, passed through, or stored on the Multicast Products and Services. To the extent Multicast becomes aware of any content or activities that Multicast deems, in its sole discretion, to be in violation of this AUP, Multicast may immediately block access to such content, suspend or terminate any affected Multicast Products and Services, or take any other actions Multicast deems appropriate. Multicast shall be solely responsible for determining if any content or action violates this AUP. Multicast reserves the right to terminate or suspend services if the continued provision of services would violate law or otherwise harm Multicast or the Multicast Products and Services or customers. Multicast also reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the party that Multicast deems responsible for the wrongdoing. Multicast will endeavor to provide notice to Customer prior to suspension or termination of Multicast Products and Services but may immediately suspend or terminate in instances where continued provision of Multicast Products and Services would have a material adverse effect on Multicast. Multicast shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from Multicast's exercise of its rights under this AUP. Customer agrees to indemnify Multicast for any and all damages, claims, suits, costs or expenses asserted against or incurred by Multicast related to or in connection with a violation of this AUP by Customer or its Users.

Multicast reserves the right to modify this AUP from time-to-time, in its sole discretion, effective upon posting a revised copy of the Acceptable Use Policy on <http://www.multicastmedia.com>. Any use of the Multicast Products and Services after such modification shall constitute acceptance of such modification. Any violation shall be sent to abuse@multicastmedia.com.