

# IBC

## **General Terms and Conditions (GTA)**

Date: 01-01-2015 - version 2.1



## **1.1 General Terms & Conditions**

Welcome to the Internet Broadcasting Company Ltd. ("Realstreaminglive") web site - <http://www.realstreaminglive.com/> and any other web site(s), network(s) or service(s) owned and / or operated by Internet Broadcasting Company. Any and all service(s) provided on or through the above stated web sites or any other web site(s) owned and / or operated by Internet Broadcasting Company shall be collectively referred to as the "Internet Broadcasting Company Service". YOU ARE ADVISED TO CAREFULLY READ THE FOLLOWING AGREEMENT. BY CLICKING "I AGREE", ACCESSING, BROWSING, AND / OR OTHERWISE USING THE INTERNET BROADCASTING COMPANY SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING THE GUIDELINES (AS DEFINED HEREIN), AND ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE REQUESTED NOT TO USE THE INTERNET BROADCASTING COMPANY SERVICE.

### **1. Eligibility; Registration Information and Password; Internet Broadcasting Company Service Access.**

**1.1** THE INTERNET BROADCASTING COMPANY SERVICE IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 18 OR TO ANY USERS SUSPENDED OR REMOVED FROM THE INTERNET BROADCASTING COMPANY SERVICE BY INTERNET BROADCASTING COMPANY. BY USING THE INTERNET BROADCASTING COMPANY SERVICE, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE INTERNET BROADCASTING COMPANY SERVICE.

**1.2** If you are using or opening an account on the Internet Broadcasting Company Service on behalf of a company, entity, or organization (collectively "Subscribing Organization"), then you represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms; and agree to be bound by these Terms on behalf of such Subscribing Organization.

**1.3** You agree that the information you provide to Internet Broadcasting Company on registration and at all other times is true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. When you register, you will be asked to select a password. As you will be responsible for all activities that occur under your



password, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

**1.4** Subject to your compliance with all the terms and conditions contained herein, Internet Broadcasting Company grants you permission to use the Internet Broadcasting Company Service set forth hereunder.

**2. Privacy.** Your privacy is important to Internet Broadcasting Company. Internet Broadcasting Company's [Privacy Policy](#) is hereby incorporated into these Terms by reference. Please read this policy carefully for information relating to Internet Broadcasting Company's collection, use, and disclosure of your personal information.

**3. Prohibited Conduct – BY USING THE INTERNET BROADCASTING COMPANY SERVICE YOU AGREE NOT TO:**

**3.1** Upload copyrighted material not your own or for which you don't have the legal right to distribute, display and otherwise make available to others including, but not limited to, TV shows, movies, or music videos;

**3.2** Harass, threaten, or defraud other Internet Broadcasting Company Users;

**3.3** Upload or send to other Internet Broadcasting Company Users illegal, threatening, embarrassing, hateful, racially or ethnically insulting, libellous, or otherwise inappropriate content;

**3.4** Make unsolicited offers, advertisements, proposals, or send junk mail to other Users;

**3.5** Impersonate another person or access another User's account without that person's permission;

**3.6** Share Internet Broadcasting Company-issued passwords with any third party or encourage any other User to do so;

**3.7** Misrepresent the source, identity, or content of information transmitted via the Internet Broadcasting Company Service; and

**3.8** Use the Internet Broadcasting Company Service for any illegal purpose.

**4. Individual Features and Services.** When using the Internet Broadcasting Company Service, you may be subject to any additional posted guidelines or rules applicable to those specific services and features, which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into the Terms.

**5. Modification of the Terms; Fees; Modification of Fees.**



**5.1** Internet Broadcasting Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms contained herein at any time. Please check these Terms and any Guidelines periodically to keep abreast of the changes. Your continued use of the Internet Broadcasting Company Service after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, the amended terms will automatically be effective 15 days after they are initially posted on the Internet Broadcasting Company Service.

**5.2** Certain products and services on the Internet Broadcasting Company Service have fees associated with them. Please see the terms associated with such products or services for more information. Payment of the applicable fees shall be governed by the following terms:

- (i) The fees shall be payable on an immediate or monthly basis;
- (ii) The monthly fees become due on the expiry of the 30th day from the date Internet Broadcasting Company received the fees for the previous month;
- (iii) The fees can be paid online, or over the phone or via bank transfer. However, the easiest and most convenient mode of payment is via standing order.
- (iv) In the event the receipt of fees is skipped or cancelled by the online payment gateway or, for any reason, not received by Internet Broadcasting Company when due, Internet Broadcasting Company reserves the right to request all such outstanding fees or charges without taking into consideration the status of your account, whether active, suspended, terminated, or closed.
- (v) All payments received by Internet Broadcasting Company shall be non-refundable
- (vi) In the event, you have not paid the monthly fee, your account gets terminated. You can re-activate your account by paying the monthly fee any time before the expiry of ninety (90) days from the date of such termination. In the event, the account is not re-activated before the expiry of such ninety (90) days, all content associated with such account shall be removed and the account shall be made inaccessible to the user;
- (vii) The payment plans can be accessed at <http://www.realstreaminglive.com>
- (viii) In case of any discrepancy in the currencies, the valuation with regards to Great Britain Pound (GBP) shall prevail;



(ix) The unused video streams shall not be carried forward to the next month;

(x) Add-on streams shall not expire after the expiry of subscription month. However, the add-on streams can not be used if the account is suspended, dormant, or terminated.

**5.3** Internet Broadcasting Company reserves the right, in its sole discretion, to modify the existing payment plans at any time.

## **6. Prohibited Uses.**

**6.1** Access to the Internet Broadcasting Company Service from territories where its content is illegal shall be prohibited. The Internet Broadcasting Company Service is designed for customers in the United Kingdom, EU and the United States. Those who choose to access the Internet Broadcasting Company Service from other locations do so at their own initiative and are responsible for compliance with all local rules including, without limitation, rules about the internet, data, email, or privacy.

**6.2** The use of Internet Broadcasting Company Service for any purpose that is considered unlawful or illegal according to the applicable law is prohibited. You may not use the Internet Broadcasting Company Service in any manner that, in our sole discretion, could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Internet Broadcasting Company Service. You may not attempt to gain unauthorized access to the Internet Broadcasting Company Service or any of its parts, other accounts, computer systems or networks connected to the Internet Broadcasting Company Service, through hacking, password mining or any other means, or interfere or attempt to interfere with the proper working of the Internet Broadcasting Company Service or any activities conducted on the Internet Broadcasting Company Service. You may not obtain or attempt to obtain any materials or information, through any means, not intentionally made available through the Internet Broadcasting Company Service. You agree neither to modify the Internet Broadcasting Company Service in any manner or form, nor to use modified versions of the Internet Broadcasting Company Service, including (without limitation) for the purpose of obtaining unauthorized access to the Internet Broadcasting Company Service.

**6.3** The Internet Broadcasting Company Service may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Internet Broadcasting Company Service for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the



Internet Broadcasting Company Service. 6A. Pay-Per-View. Internet Broadcasting Company offers special feature of Pay-Per-View, wherein you can sell your videos online using the platform provided.[Paypal]For this purpose, the following special terms and conditions shall operate:

(i) All the provisions, clauses, and sub-clause contained hereunder shall apply and govern the pay-per-view videos as well;

(ii) The pay-per-view feature enables the Internet Broadcasting Company account holders to sell their videos using PayPal online payment gateway system;

(iii) You shall be solely responsible and liable to decide and fix the price for pay-per-view video streams in multiple currencies as facilitated by the Control Panel;

(iv) You shall be solely responsible and liable for payment of any facilitating, administrative, or processing fees or charges, as applicable under the PayPal policy rules and guidelines;

(v) Internet Broadcasting Company disclaims any liability on account of skipping of, or downloading failure of, or cancellation of, or reversal of, or unexpected technical fault or malfunction in, the pay-per-view videos;

(vi) Internet Broadcasting Company disclaims any liability on account of any dispute, for any reason whatsoever, among the buyer(s) and seller(s) of the pay-per-view videos;

(vii) Internet Broadcasting Company disclaims any liability on account of the pay-per-view video(s) violating any, some or all the provisions, clauses, or sub-clauses contained hereunder including, but not limited to, violation of intellectual property rights of third parties, sexually explicit content, promoting or displaying violence, hatred, obscenity, defamation, etc.;

(viii) Internet Broadcasting Company disclaims any liability on account of wrong pricing of videos, advertantly or inadvertently, by the seller of the pay-per-view videos;

(ix) Internet Broadcasting Company disclaims any liability on account of unauthorised downloading of pay-per-view videos by any member of the general public. Though Internet Broadcasting Company exercises due diligence and employs industry standard data-protection measures, yet foolproof security mechanism cannot and is not guaranteed;



(x) Internet Broadcasting Company disclaims any liability on account of distribution of pay-per-view videos by anyone on social networking media, or torrent web sites, or in any online or offline media, whether such videos were procured legally or illegally.

**7. Feedback.** If you provide Internet Broadcasting Company with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Internet Broadcasting Company Service ("Feedback"), Internet Broadcasting Company shall have the right to use such Feedback at its discretion, including, but not limited to, the incorporation of such suggested changes into the Internet Broadcasting Company Service and the right to assign, license or otherwise use the Internet Broadcasting Company Service. You hereby grant Internet Broadcasting Company a perpetual, irrevocable, non-exclusive license under all rights necessary to incorporate and use your Feedback for any purpose.

8. Termination.

**8.1** By Internet Broadcasting Company. Internet Broadcasting Company reserves the right, in its sole discretion, at any time, with or without notice to anyone, to:

- (i) remove and discard all or any part of your account or any content uploaded by you;
- (ii) terminate any account (or any part thereof) you may have with Internet Broadcasting Company;
- (iii) terminate the use of the Internet Broadcasting Company Service;
- (iv) discontinue providing access to the Internet Broadcasting Company Service, or any part thereof;
- (v) discontinue and remove all such user accounts that have not been used or are deactivated on account of either non-payment of applicable fees or cancellation for an uninterrupted period of 90 calendar days;
- (vi) terminate access to the Internet Broadcasting Company Service and remove all content submitted by any persons who are found to be infringing copyright or the intellectual property rights of any other person;
- (vii) terminate your use of the Internet Broadcasting Company Service on the grounds of any suspected fraudulent, abusive, or illegal activity; and to refer about such activity to appropriate law



enforcement authorities. Notwithstanding anything to the contrary contained hereinabove, it shall be the endeavour of Internet Broadcasting Company not to exercise the discretion mentioned hereinabove except under compelling circumstances of the obvious breach of the Terms contained hereunder. You agree that Internet Broadcasting Company will not be liable to you or any third-party for any such termination. These remedies are in addition to any other remedies Internet Broadcasting Company may have at law or in equity.

**8.2** By you. You may terminate your account, this Agreement and your right to use the Internet Broadcasting Company Service at any time and for any reason, following the cancellation procedure.

**8.3 Fees.** Upon any such termination of your account, you will remain obligated to pay all outstanding fees and charges relating to your use of the Internet Broadcasting Company Service before termination, including any outstanding subscription fees.

**9. Ownership; Proprietary Rights.** The Internet Broadcasting Company Service is owned and operated by Internet Broadcasting Company. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Internet Broadcasting Company Service provided by Internet Broadcasting Company ("Materials") are protected by United Kingdom copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any content uploaded by you, all Materials contained on the Internet Broadcasting Company Service are the copyrighted property of Internet Broadcasting Company or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Internet Broadcasting Company or its affiliates and/or third-party licensors. Except as expressly authorized by Internet Broadcasting Company, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

**10. Third-Party Sites, Products and Services; Links.**

**10.1** The Internet Broadcasting Company Service may include links to other web sites or services solely as a convenience to Users ("Linked Sites"). Internet Broadcasting Company does not endorse any such Linked Sites or the information, material, products or services contained on other linked sites or accessible through other Linked Sites. Furthermore, Internet Broadcasting Company makes





no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through linked sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

**10.2** Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Internet Broadcasting Company Service are solely between you and such advertiser. YOU AGREE THAT INTERNET BROADCASTING COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS A RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE INTERNET BROADCASTING COMPANY SERVICE.

**11. Notice.** Except as explicitly stated otherwise, legal notices will be served on Internet Broadcasting Company's national registered agent or to the email address you provide to Internet Broadcasting Company during the registration process. Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice will be deemed given three (3) days after the date of mailing.

**12. User Disagreements.** You understand that only you shall be responsible for your involvement with other Users. Internet Broadcasting Company reserves the right, but has no obligation, to monitor disagreements between you and other Users. If you have a dispute with one or more Users, you irrevocably and permanently release Internet Broadcasting Company (and Internet Broadcasting Company's officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

**Note:** IF YOU ARE A CALIFORNIA (USA) RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH I KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

**13. Disclaimers; No Warranties.**

**13.1** THE INTERNET BROADCASTING COMPANY SERVICE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION



WITH OR THROUGH THE INTERNET BROADCASTING COMPANY SERVICE ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE BY THE APPLICABLE LAW. INTERNET BROADCASTING COMPANY, ITS SUPPLIERS AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

**13.2** INTERNET BROADCASTING COMPANY, ITS SUPPLIERS AND PARTNERS DO NOT WARRANT THAT THE INTERNET BROADCASTING COMPANY SERVICE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE INTERNET BROADCASTING COMPANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE INTERNET BROADCASTING COMPANY SERVICE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE INTERNET BROADCASTING COMPANY SERVICE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**13.3** INTERNET BROADCASTING COMPANY, ITS SUPPLIERS AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE INTERNET BROADCASTING COMPANY SERVICE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE INTERNET BROADCASTING COMPANY SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME ENTIRE COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION. INTERNET BROADCASTING COMPANY STRIVES TO PROVIDE INTERNET BROADCASTING COMPANY SERVICE FREE OF ANY DEFECTS AND / OR MALWARE. HOWEVER, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE INTERNET BROADCASTING COMPANY SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.



**14. Indemnification; Hold Harmless.** You agree to indemnify and hold Internet Broadcasting Company, its affiliated companies, and its suppliers and partners harmless from any claims, losses, damages, liabilities, including lawyers' fees, arising out of your use or misuse of the Internet Broadcasting Company Service, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Internet Broadcasting Company reserves the right, at our own expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims.

**15. Waiver.** A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms will in no manner affect such party's right at a later time to enforce the same.

**16. Limitation of Liability and Damages.**

**16.1** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL INTERNET BROADCASTING COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OR RELATED TO THE INTERNET BROADCASTING COMPANY SERVICE, INCLUDING THOSE THAT RESULT FROM THE USE OR THE INABILITY TO USE THE MATERIALS ON THE INTERNET BROADCASTING COMPANY SERVICE, OR ANY OTHER INTERACTIONS WITH INTERNET BROADCASTING COMPANY, EVEN IF INTERNET BROADCASTING COMPANY OR A INTERNET BROADCASTING COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, INTERNET BROADCASTING COMPANY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**16.2** IN NO EVENT SHALL INTERNET BROADCASTING COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE INTERNET BROADCASTING COMPANY



SERVICE (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) . NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, INTERNET BROADCASTING COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE INTERNET BROADCASTING COMPANY SERVICE DURING THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM OR ONE HUNDRED GB POUNDS, WHICHEVER IS GREATER.

**16.3** THESE LIMITATIONS WILL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED BY THIRD PARTIES OTHER THAN INTERNET BROADCASTING COMPANY AND RECEIVED THROUGH OR ADVERTISED ON THE INTERNET BROADCASTING COMPANY SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE INTERNET BROADCASTING COMPANY SERVICE.

#### **17. Miscellaneous.**

**17.1 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to any principles of conflicts of law.

**17.2 Jurisdiction.** You agree that any action at law or in equity arising out of or relating to these Terms or Internet Broadcasting Company will be filed only in United Kingdom courts, and you hereby give consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

**17.3 Severability.** If any provision of these Terms is declared by a competent court of law to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of the remaining provisions.

**17.4 Assignment.** The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Internet Broadcasting Company without restriction.

**17.5 Survival.** Sections 3, 5, 6, 7, 8, 9, and 11 through 18 will survive any termination of these Terms.

**17.6 Headings.** The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

**17.7 Entire Agreement.** This is the entire agreement between you and Internet Broadcasting Company relating to the subject matter contained herein and will not be modified except in writing,



signed by both parties, or by a change to these Terms or Guidelines made by Internet Broadcasting Company as set forth in Section 5 above.

**17.8 Claims.** YOU AND INTERNET BROADCASTING COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE INTERNET BROADCASTING COMPANY SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**17.9 Disclosures.** The services hereunder are offered by Internet Broadcasting Company Ltd., located at: Studio 60 , 266 Wincolmlee, Hull, HU2 0PZ,, United Kingdom and email: sales@realstreaminglive.com