



# ACCEPTABLE USE POLICY (AUP)

## 1. SCOPE

1.1. This Acceptable Use Policy (AUP) defines the ways in which you may, and may not, make use of services provided by SharpStream.

1.2. This information is supplementary to the Terms and Conditions under which the service is supplied. Compliance with this AUP is a requirement of the Terms and Conditions.

1.3. This document is regularly reviewed and revised in the light of operational experience to ensure maximum protection of service to SharpStream's clients. Amendments to this AUP will be posted on the SharpStream Website. You agree to be bound by such amendments from 14 days after having received notification of them in conformance with the Terms and Conditions.

## 2. PURPOSE

2.1. SharpStream's dedicated systems are primarily designed and intended for the unicast distribution/broadcast of recognised media content such as audio or video usually in the form of radio or television programmes, whether by means of live or on-demand streaming, or progressive download of such content, utilising the Internet as the means of delivery to viewers and listeners on ISP networks.

2.2. Due to the shared nature of the Ethernet media used to provide the SharpStream service, it is possible for misuse of this media to have significant negative impact upon one or all other clients. Experience indicates this may be as a result of error, equipment failure, security compromise, malicious/fraudulent intent, or other causes attributable to a client.

2.3. Irrespective of the cause of such misuse, it is essential that our own hardware and software infrastructure, and our own and our clients' own networks, are protected from this. This

document seeks to define what constitutes such misuse, so that clients may take measures to ensure that they are not the cause of it. It also outlines measures to be taken in the event of such misuse to ensure that continuity of service to all SharpStream clients is preserved.

## 3. CONDITIONS APPLYING TO ALL SHARPSTREAM SERVICES

3.1. You may not send media content or streams on the SharpStream Service by any means or Inbound Route other than that agreed by SharpStream.

3.2. You will endeavour to use in unmodified form whatever IP addresses, URLs, scripts, players, or other means that SharpStream provides to you to enable your end-users to connect to your content, and you acknowledge that failure to do so will constitute a non-compliance with the AUP.

3.3. All content provided by you or any agent working on your behalf must be rights cleared for delivery by streaming and/or progressive download as appropriate via the Internet and any contravention of this will be considered as a breach of this AUP. We provide a distribution platform and as such SharpStream will not enter into any agreement relating to the rights in the contents or be held responsible for such agreements which remain the sole and strict responsibility of the party providing the content to us.

3.4. Services operating on any device connected to SharpStream's infrastructure must be filtered to restrict access to that device via those services to your own employees or agents only.

3.5. You will not make use of "sniffing" technology to monitor traffic routed across any of SharpStream's infrastructure not passing through your own interfaces.

3.6. SharpStream may monitor any port, as permitted by law, but will keep any information gathered confidential, except where required by law or to progress an investigation of a violation of this AUP.

3.7. You may not connect equipment to SharpStream's infrastructure on behalf of third parties without our explicit prior written agreement.

3.8. You must not use SharpStream's Services in a way which degrades the service we provide to other clients.

3.9. You will not post, link to, or transmit any content that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trade mark, copyright, other intellectual property rights or similar rights of any person, firm or company under the laws of any jurisdiction.

- 3.10. You will not post, link to, or transmit any content which, by its nature, is likely to incite or provoke targeted attack by hackers or denial-of-service attacks on SharpStream's systems.
- 3.11. You will not knowingly permit the re-distribution or re-broadcast of media streams deriving from SharpStream's servers, nor publish links to, or URLs of, third-party servers, without prior written permission from SharpStream.
- 3.12. We reserve the right to depreciate streaming URLs.
- 3.13. You will not exceed the bitrate, or limits on concurrent connections, bandwidth, storage, throughput, or any other limit as stated in your Sales Order Form, or convey material in any streaming or file format other than that stated in your Sales Order Form.
- 3.14. You will use your best endeavours to inform us in advance of, or as soon as possible following the introduction of, any change to the nature of your content which brings about a significant change to the traffic profile generated by the services you are delivering.
- 3.15. You will not, or knowingly permit your end-users, to make wasteful use of the Service to our detriment or that of our other customers (other than for legitimate and pre-agreed load testing).
- 3.16. You warrant that all transactions within an Online Store will be contracts for the sale of goods between you as the merchant and your end-user customer and you agree that we may include an exclusion of our liability in respect of such purchases and transactions in such form as we deem appropriate, and that the information contained within an Online Store complies with all applicable law, including, without limitation, any distance selling regulations and data protection regulations from time to time in force.
- 3.17. You will keep secure any identification, login, password and other confidential information relating to your account and you will notify us immediately of any known or suspected unauthorised use of your account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your password information.

## 4. GENERAL OBLIGATIONS

- 4.1. You should notify us as soon as practicable if you believe that one or more other clients are acting in breach of this AUP, or if you believe you may have been responsible for a breach of this AUP. We will notify you if we believe you may have been responsible for a breach of this AUP.
- 4.2. You must supply to us, and keep up to date, 24x7 contact details in order that we may progress investigation of potential, suspected or alleged breaches of this AUP.
- 4.3. You will co-operate with us to the fullest extent possible in order to determine the cause of, and act towards the resolution of, any fault or potential, suspected or alleged breaches of this

AUP.

4.4. We cannot accept responsibility for outages that are a result of misuse of the Service in contravention of this AUP by other SharpStream clients with whom you knowingly exchange contribution content feeds and/or routing information. SharpStream will take all reasonable steps to ensure that misuse of the our services by other clients, and any measures we may take to address these, will have minimum possible impact on other clients.

4.5. At all times SharpStream reserves the right in the event of misuse of our services, whether as outlined above or in the face of any other type of misuse, to suspend Service to the client(s) concerned until we are satisfied that connection of these client(s) will not adversely impact the SharpStream services provided to other clients. Where possible we will give you reason and warning in advance of any such suspension.