

## TERMS OF SERVICE

### Section I – General Terms

1. This website is operated by CastSonic.com Company. Throughout the site, the terms “we”, “us” and “our” refer to CastSonic.com. We offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.
2. By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”). These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.
3. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time at this page (<http://castsonic.com/tos.php>). We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.
4. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.
5. The user agrees to provide real, current, complete and accurate purchase and personal account information for all purchases made at our store. The user agree to promptly update your account and other information, including your e-mail address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
6. The user is obliged to notify us about all known cases of abuse on the server.
7. The user is obliged not to harm the interests of us.
8. The user is obliged to read Frequently Asked Questions (FAQ) and/or Knowledgebase available on ours website (<http://castsonic.com/billing/knowledgebase.php>) before writing the support request to CastSonic.com Support Team (which will be hereinafter referred to as the Support Team).
9. The user's account does not have a validity period. It can be closed by user at request by contacting with the Support Team.
10. Abusing the service may cause the service to be blocked or removed without the possibility to refund.
11. We do not carry the responsibility for damage resulting from user's incompetence.
12. We do not carry the responsibility for damage caused as a result of random events or actions of third parties.
13. At the moment of the conclusion of cooperation with us, we send necessary information to access the purchased service to an e-mail address given in registration form.
14. We are collecting and storing the user's information, including IP addresses.
15. We reserve the right to refuse service to anyone for any reason at any time.

16. We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.
17. Certain content, products and services available via our Service may include materials from third-parties.
18. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
19. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.
20. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
21. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.
22. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

## **Section II – Privacy Policy**

1. The user registered on CastSonic.com agrees to the processing of personal information.
2. The user's personal information, which the user have put in the registration form are treated as confidential and may be used only by us.
3. At the event of law being broken by the user, we can share the user's personal information with appropriate law enforcement authorities.
4. We do not share the user's personal information with the third parties.
5. We do not share/sell the user's personal information for the marketing purposes.
6. One e-mail address can be assigned to only one site account.
7. You understand that some of your information will be made public if you choose to list your server on any public directory or the Shoutcast.com directory, such as AIM, ICQ or any other information that you list.

### **Section III – Streaming, Content and Copyright**

1. We do not carry the responsibility for the content transmitted by the users.
2. The user is obliged to have entitlements and appropriate agreements allowing the user to a public digital audio transmission.
3. The user is obliged to not to exceed the bitrate limit. Otherwise, the server will be turned off by the Centova Cast system.
4. There are no bandwidth restrictions other than the number of listener slots and stream bitrate. We will never restrict or stop your stream as a result of your bandwidth usage as long as you stay within the maximum bitrate assigned to your account. Exceeding maximum bitrate will turn your server off automatically by our Control Panel, it will not delete any data or your account.
5. You may not falsify information about your stream in any way, this includes using description, bitrate, genre or listener counts that do not reflect the actual content or listener count. This can result in our servers being banned from the SHOUTcast YP (Yellow Pages) - any account violating this rule will be deleted without prior notice.
6. Uploading files that are not music files e.g. .rar, .zip, .exe, .com, .bat, .sh or illegal may cause suspension, re-installing or deletion of the account immediately without prior notice.
7. The user carries the responsibility for:
  - files which the user has in FTP
  - the content transmitted by the user, including music and words spoken on the air
8. Your content may not contain, nor provide links/references to any of the following:
  - racist, anti-Semitic, religious contents, etc.
  - child pornography, obscene material, bestiality and other type of pictures that you don't have the right or authorization to publish;
  - hate propaganda;
  - anything illegal, including illegal software, warez or hacked software, serial numbers, e-mail fraud or pyramid schemes;
  - material insulting, or that could be considered defamatory or libelous, to other persons, institutions or companies;
  - material that exploits children;
  - material which attempts to collect personal information about the users;
  - materials infringing the intellectual property rights or third parties, including, but not limited to, trademarks, personality rights, names of individuals, publicity rights, logos, graphics, designs, films and copyrighted music - unless you have proper licensing - is strictly forbidden;
9. We do not provide licensing for any programming including but not limited to ASCAP, BMI, SESAC, RIAA, SIAE, GEMA, CARP, MP3 or MP3pro.
10. If the user uses "Relay Server" when he uses the other user's radio stream, he must write consent from the owner of the radio.

### **Section IV - Services**

1. We undertake to provide services of the highest quality.
2. If we need to make a technical break, all users will get an e-mail a few days before break, with an explanation of the reasons of it.
3. If we registered the actions which detriment us (for example server overloading), the user's account may be suspended, re-installed or deleted or without prior notice.
4. We undertake to protect the user's server from DDoS attacks for 24 hours.

5. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
6. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.
7. Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and purchase times.
8. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.
9. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing address.
10. We do not guarantee, represent or warrant that your use of our service will be uninterrupted or error-free. We guarantee average uptime of our services at 99.97%.

## **Section V - Account Billing & Payments**

1. The user who cancelled service on CastSonic.com site also has to cancel recurring payments subscription on gateways site (e.g. PayPal's site).
2. When the user had not applied to V.1 and payment has been automatically taken from user's bank account, user is not entitled to get a refund. The overpayment will be added as credits to user's account.
3. Credits may be used to purchase services offered by us or to pay for the future invoices.
4. The user agrees to receive invoices only by e-mail.
5. The user concludes the cooperation with us for an indefinite period. The user can opt out of the service at any moment in Account Overview.
6. Payments made manually by PayPal or Bank Transfer to CastSonic.com Bank Account are received within 7 days. Then the payment will be added to the invoice.
7. If the user did not put the invoice number in the title/description of transfer, or the user has provided incorrect information about the transfer through, the payment may not be observed by the system. The user should cancel such payment, if not possible please contact the Support Team.
8. We do not carry the responsibility for damages caused by:
  - abnormal user usage;
  - non-compliance with the regulations;
  - AutoDJ failure due to invalid files in the playlist (variable bitrate, wrong codec, etc.)
9. The user who recommends our service achieves commission that may be paid only in credits and user to purchase our services.

## **Section VI - Refunds**

1. If the user is not satisfied with streaming service they can resign and receive a full refund to their credit card/bank account accounts maximally within 7 days after service payment by contacting the Support Team.
2. The user's refund should appear on user's credit card/bank account within the next 7-10 days.
3. If the AutoDJ service is not working properly, the user has no rights to claim or refund.

4. When the user cancel the service during the billing period or upgrade/downgrade the service, the user get partial refund as credits for unused time.
5. Overpayments and deposits/credits are stored as credits and can't be returned back.

### **Section VII - Suspension & Termination of service**

1. When the user did not pay for the invoice, the service will be automatically suspended after 3 days.
2. When the user did not pay for the invoice, the service will be automatically and irreversibly deleted after 30 days.
3. When the user submitted the Cancellation Request, the service will be automatically and irreversibly deleted within 24 hours of the resignation.
4. When the user submitted the Cancellation Request - End of Billing Period, the service will be automatically and irreversibly deleted according to the date of termination period.

### **Section VIII - Backup**

1. We do not carry the responsibility for losing files on the user's FTP servers.
2. We do not make backup of files on the user's FTP servers.

### **Section IX - Support**

1. The user is obliged to relate with respect to the Administration, Moderators, Support Team and other persons associated with CastSonic.com business.
2. The Support Team can help with the issues related to the servers. If something is beyond our knowledge, the Support Team can refuse to help.
3. We strives to answer support tickets within 24 hours of submission 7 days a week (most tickets are answered within 1-4 hours) however, we do not offer any guarantees on how quickly support requests are answered.
4. CastSonic.com may not be held liable for any indirect, incidental or consequential damages sustained or incurred as a result of support response times including but not limited to injury, loss of profits, loss of data or loss of property.
5. In order to provide the highest quality support, the user should have all its services on one account.
6. If the user has more than one service on one account, the user has to select the service which the support ticket concerns in "Related Service".
7. If the user has more than one account, the user has to ask a question from the account at which user needs help with.

This Terms of Service is effective from 2015-01-28 00:00 GMT.