



Terms of Use

YOU MUST READ THESE TERMS OF USE CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS ON LIABILITY AND EXCLUSIONS, AND A CHOICE OF LAW AND FORUM SELECTION CLAUSE.

Effective Date: August 8, 2008 (v 1.0)

IP Access International, Inc. DBA TodoCast™ ("TodoCast™," "we" or "us") presents the TodoCast™ website ("Site"), a website that allows end viewers to watch live and archived videos. By "you" we mean the individual and/or entity who wishes to access or use the Site or the Services.

Acceptance of Terms

By accessing or using the Site, you signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"). If you do not agree to these Terms of Use, you can indicate your refusal by not using of the Site. You may not use the Site or Services unless you have agreed to the terms and conditions of this Agreement.

Modifications to Agreement

TodoCast™ may revise, add or delete the provisions of this Agreement at any time by posting such revised Terms of Use on the Site. Please see the Notices section for important information on keeping your email address up to date and other details concerning Notices under this Agreement.

The "Effective Date" listed above indicates the date upon which TodoCast™ last revised these Terms of Use.

By continuing to use the Site after we post revised Terms of Use, you indicate that you have read, understand and agree to the revised version of the Terms of Use. Of course, you can refuse to agree to these Term of Use by not using the Site, but you may not use the Site or Services unless you have agreed to these Term of Use.

Description of Service

TodoCast™ makes streaming video, especially live video delivered by satellite, available to everyday consumers and small business. TodoCast™ provides these services (“Services”) subject to the terms and conditions of this Agreement.

Eligibility

You may only use the Site or Services if you are 13 years of age or older.

In order to have a valid account, you must provide complete and accurate information during the registration process and you must also at all times comply with the TodoCast™ Policies as set forth in this Agreement. If you breach the terms and conditions of this Agreement, or if you fail to follow the TodoCast™ Policies, your account is no longer valid and TodoCast™ may immediately suspend or terminate your account.

Additionally, certain features of the Site and Services such as certain Pay Per View webcasts also require the payment of fees. You may not use such features if you have not paid TodoCast™ the required fees.

TodoCast™’s Intellectual Property Rights and Limited License

TODOCAST™, the TodoCast™ logo, the trade dress or “look and feel” of this Site are all trademarks of IP Access International, Inc. (collectively, the “Trademarks”). You may not use the Trademarks without the express written consent of IP Access International, Inc.

Except as set forth below in the Third Party Content section of this Agreement, TodoCast™ owns all right, title and interest (including all Intellectual Property Rights) in and to the Site, the Services and all related materials and content including without limitation the text, graphics, images, logos, button icons, software, code, scripts, the Site’s “look and feel” and other content and materials. Subject to the terms and conditions of this Agreement, TodoCast™ grants you a limited, nonexclusive, nontransferable, nonsublicensable right to use the Site and Services and to view the content delivered by TodoCast™ in your browser window. You may not save, record, or otherwise archive any content delivered by TodoCast™ without the express written consent of TodoCast™. By “Intellectual Property Rights” we mean copyrights, trademarks, trade secrets, patents, privacy rights (including right of publicity), moral rights and any other proprietary rights whether such rights are registered or unregistered.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service (“Submissions”) provided by you are non-confidential and shall become the sole property of TodoCast™. TodoCast™ shall own exclusive rights, including all Intellectual Property Rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You may not sell, license, sublicense, modify, prepare derivative work based upon, reproduce, display, publicly perform, distribute, decompile, reverse engineer or otherwise attempt to discover any source code associated with the Site, Services or any content

delivered by TodoCast™, or otherwise use the Site, Services or content delivered by TodoCast™ for any public or commercial purpose use or in any manner that is likely to cause confusion among consumers, that disparages or discredits TodoCast™, that dilutes the strength of the Trademarks, or that otherwise infringes TodoCast™'s Intellectual Property Rights. Use of the Site, Services or content delivered by TodoCast™ in a manner prohibited by this Agreement exceeds the scope of the license granted by TodoCast™ to you.

The framing and in-line linking of the Site or any content delivered by TodoCast™ is expressly prohibited. For example, you may not copy an image you see on this Site onto a third party site even if you are merely pointing to that image as it appears on the Site. This process is sometimes called “in-line linking” and is expressly prohibited. Similarly, you may not “frame” the Site or any content delivered by TodoCast™ by surrounding it with other content or by any other means.

Bona fide search engines may crawl the Site provided that they observe the limitations imposed by the Site's robots.txt file and any related restrictions in the meta-tags or other headers of the Site. Otherwise, TodoCast™ forbids the automated crawling, spidering, copying and duplication of the Site.

Privacy Policy

TodoCast™ respects your privacy. In order to help you make an informed decision about whether or not to share your personal information with us, we have put together a Privacy Policy. Our Privacy Policy discloses what information we collect about you, and how we use, store and disclose such information to third parties. If you wish to use the Site and Services, you must read and agree to the terms of our Privacy Policy which is located on the www.TODOCAST.TV website. You hereby consent to the collection, use, storage and disclosure of your information as set forth in the Privacy Policy.

TodoCast™ Policies

TodoCast™ prohibits the use of its Site or Services for the transmission or display of content that TodoCast™ determines: (i) is unlawful, harmful, pornographic, tortious, defamatory, libelous, vulgar, obscene, invasive of a third party's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) is harmful to minors in any way; (iii) violates TodoCast™'s or any third party's Intellectual Property Rights or other proprietary rights; (iv) is made available through the Services or Site without sufficient rights, licenses, permissions or consents from any individual or entity who holds such rights; (v) breaches any contractual or fiduciary obligations; and (vi) intentionally or unintentionally violates any Applicable Law. By “Applicable Law” we mean applicable international, federal, state or local laws, statutes, ordinances, regulations or court orders.

TodoCast™ has the right but not the obligation to pre-screen, refuse, disable access to or remove any Third-Party Content that is available via the Site or Services, including by removing any Third-Party Content that violates this Agreement or that we otherwise find objectionable. TodoCast™ also has the right, but not the obligation, to investigate your use

of the Site or Services to determine whether you have violated this Agreement. TodoCast™ may access your account and otherwise engage in investigations to the extent required or permitted by Applicable Law or to comply with a legal process or governmental request.

TodoCast™ has a policy against repeat infringement of Intellectual Property Rights by its users or any person or entity which uses the Site or Services. Without limiting any of TodoCast™'s other legal rights, remedies and defenses, all of which are expressly reserved, TodoCast™ may terminate or suspend any account for breach of this Agreement at any time in its sole discretion, including for any repeated breach of this Agreement's prohibition on Third Party Content that violates Intellectual Property Rights.

TodoCast™ Cancellation and Refund Policies

Unless otherwise noted on an event description, you may cancel the purchase of an event up to 24 hours before the event begins.

If for any reason you are unable to view an event or are unhappy with an event you have purchased, TodoCast™ will refund your purchase. To request a refund, you may contact TodoCast™ support at:

TodoCast™ Support
31831 Camino Capistrano
Suite 301
San Juan Capistrano, CA 92675

By phone: 866-510-7889
By fax: 949-240-8072
By email: support@todocast.tv

At TodoCast™'s discretion, it may charge a service fee for processing refunds. Abuse of this refund policy (as determined solely by TodoCast™) may result in your account being terminated or suspended.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

If you believe that your Intellectual Property Rights have been violated on this Site, please provide TodoCast™'s Copyright Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted works or other Intellectual Property Rights that you claim have been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized

by the copyright owner, its agent, or the law;
a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

TodoCast™'s agent for notice of claims of copyright or other Intellectual Property Right infringement can be reached as follows:

By mail:

Copyright Agent
c/o TodoCast™
31831 Camino Capistrano
Suite 301
San Juan Capistrano, CA 92675

By phone: 866-510-7889
By fax: 949-240-8072
By email: support@todocast.tv

Account Security

You are responsible for the security of your account and for any unauthorized uses of your account. When you register for the Site, you will select a username and password. You may not share your username or password with anyone else or provide access to the Site or to the Services to any anyone else using your username and password. You must immediately notify us of any unauthorized use of your username and password.

Representations and Warranties

You represent and warrant (a) that you are 13 years of age or older; (b) that you have all necessary right, power and authority to enter into this Agreement; (c) that these Terms of Service constitute a legal, valid, binding and enforceable agreement; (d) that you have read and understood the Privacy Policy; (e) that you have read, understood and will comply with the TodoCast™ Policies; and (f) that you will use the Site and Services only in a manner consistent with Applicable Laws.

Indemnification

You agree to indemnify, defend and hold harmless TodoCast™ and its directors, officers, employees and agents and its and their respective successors, heirs and assigns (collectively, the "TodoCast™ Parties") against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the TodoCast™ Parties or any one of them in connection with any third-party claim, suit, action, demand or judgment ("Claims") relating to your use of the Site or Services in

violation of this Agreement or any breach by you of any obligation, representation or warranty under this Agreement. TodoCast™ will provide you with written notice of such Claim.

Disclaimer of Warranty

TODOCAST™ DOES NOT WARRANT THAT THE SITE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, TODOCAST™ IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TODOCAST™, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. TODOCAST™ MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT.

Disclaimer of Consequential Damages

UNDER NO CIRCUMSTANCES SHALL TODOCAST™ BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF TODOCAST™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT, FROM INABILITY TO USE THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to

you.

Limitation of Liability

TODOCAST™'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF THE SITE, SERVICES, CONTENT DELIVERED BY TODOCAST™ AND THIRD PARTY CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.

Links to Third Party Sites

The Site and Services may contain links to third-party websites. TodoCast™ is not responsible for the content, policies or operation of these third-party sites.

Choice of Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Service will be brought solely in Orange County, California, and you consent to the exclusive personal jurisdiction of such courts.

Termination and Cancellation

You may terminate this Agreement with or without cause at any time by providing written notice to TodoCast™ at the address listed in the Notices section.

TodoCast™ may at any time and for any reason terminate, disable or suspend access to the Site or Services or terminate this Agreement. You will not be able to access the Site or Services and any licenses granted under this Agreement shall immediately terminate (including your right to use the Site) upon termination of this Agreement.

The following provisions of these Terms of Service shall survive the termination or expiration of this Agreement for any reason: TodoCast™'s Intellectual Property Rights and Limited License, Third Party Intellectual Property Rights and Limited License, TodoCast™ Policies, Representations and Warranties, Indemnification, Disclaimer of Warranties, Disclaimer of Consequential Damages, Limitation on Liability, Choice of Law and Jurisdiction, Termination and Cancellation, Entire Agreement, Time-Limited Claims, Assignment and Delegation and Notices. Notwithstanding the foregoing sentence, any license granted to you under this Agreement shall be immediately terminated upon the termination of this Agreement.

Entire Agreement

These Terms of Use constitute the entire agreement between you and TodoCast™ and supersede any prior agreements between you and TodoCast™ with respect to the Site.

Time-Limited Claims

Regardless of any statute or law to the contrary, you agree that any claim or cause of action arising out of or related to the Site, Services, content delivered by TodoCast™, Third Party Content or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

Assignment and Delegation

You may not assign, transfer, delegate, sell or otherwise disposed of this Agreement, including without limitation by operation of law. TodoCast™ may assign, transfer, delegate, sell or otherwise dispose of this Agreement in its entirety. In addition, TodoCast™ may delegate its performance under this Agreement to one or more affiliates, provided that TodoCast™ will remain liable and responsible for any performance or obligation so delegated.

Notices

In the event that TodoCast™ is required to give you any notice under this Agreement or Applicable Law, TodoCast™ will use the then-current information you have provided with your account. It is your responsibility to keep your contact information current in our records. You agree that any notice sent to you in connection with these Terms of Service or the Privacy Policy shall be deemed given when sent by TodoCast™ to the then-current email address you have given us in connection with your account. TodoCast™ is not responsible, and the effectiveness of any notice given pursuant to this paragraph shall not be diminished, by spam filters, exceeded email account disc quotas or any other technical failure on the receiving end of the notice.

Questions About this Agreement

If you have questions about this Agreement, please contact us at Copyright Agent, c/o TodoCast™, 31831 Camino Capistrano, Suite 301 San Juan Capistrano, CA 92675. Our email address for purposes of these Terms of Use and our Privacy Policy is support@todocast.tv.