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9 Attorneys for Defendant
 10 VEOH NETWORKS, INC.

11 **UNITED STATES DISTRICT COURT**
 12 **NORTHERN DISTRICT OF CALIFORNIA**
 13 **SAN JOSE DIVISION**

14 IO GROUP, INC.

15 Plaintiff,

16 vs.

17 VEOH NETWORKS, INC.

18 Defendant.

Case No. C 06-3926 HRL

**DECLARATION OF JOSEPH PAPA IN
 SUPPORT OF DEFENDANT VEOH
 NETWORKS, INC.'S MOTION FOR
 SUMMARY JUDGMENT**

Date: September 4, 2007
 Time: 10:00 a.m.
 Place: Courtroom 2

Winston & Strawn LLP
 101 California Street
 San Francisco, CA 94111-5894

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101 California Street
San Francisco, CA 94111-5894

1 I, Joseph Papa, declare under penalty of perjury that the following statements, made from
2 personal knowledge, are true and correct:

3 1. I have been an employee of Veoh since its inception. I was hired as a Senior
4 Software Engineer, became Manager of the Engineering Team, and am now Director of Product
5 Development. As Director of Product Development, I am primarily responsible for overall product
6 architecture, project management, and staffing. I am thoroughly familiar with Veoh's business
7 model and with Veoh's policies and procedures, including its Terms of Use.

8 **A. Veoh's Business Model**

9 2. During the June 1, 2006 to June 22, 2006 time period at issue in this case, there was
10 no advertising on Veoh, and Veoh did not charge users for viewing videos or for memberships or
11 subscriptions.

12 3. Veoh currently offers opportunities for advertisers to place advertisements on Veoh
13 and participates in certain Google-sponsored advertisement programs.

14 4. Veoh has also implemented a "premium content" program whereby users who upload
15 content can choose to charge for the content and Veoh receives a portion of the proceeds.

16 **B. Veoh Policies Protecting Copyright Owners**

17 5. Veoh's Terms of Use have always prominently stated that Veoh does not permit
18 copyright infringement and reserved the right to terminate repeat infringers. A true and correct copy
19 of Veoh's Terms of Use that was posted on the Veoh.com website from April 25, 2006 to June 23,
20 2006, which includes the June 1, 2006 to June 22, 2006 time period at issue in this case, is attached
21 as Exhibit A. True and correct copies of other versions of Veoh's Terms of Use are attached as
22 Exhibit B (Veoh's first Terms of Use that were posted on Veoh's website from February 27, 2006 to
23 April 25, 2006); Exhibit C (Terms of Use that were posted on Veoh's website from June 23, 2006 to
24 July 7, 2006); Exhibit D (Terms of Use that were posted on Veoh's website on July 7, 2006); and,
25 finally, Exhibits E (Veoh's current Terms of Use) and F (the Copyright Policy it incorporates).

26 6. In June 2006, Veoh also had a separate Acceptable Use Policy, a true and correct

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1 copy of which is attached as Exhibit G, that strictly prohibited use of Veoh for "any illegal purpose"
2 or the making available of files that "contain music, film, video, images, photographs, software or
3 any other material protected by intellectual property laws, including but not limited to copyright and
4 trade secret law, unless you own or control the rights or are authorized to make such material
5 available." This Acceptable Use Policy was operative from April 25, 2006 through the relevant June
6 1, 2006 to June 22, 2006 time period. All Acceptable Use Policies for the Veoh website explained
7 how users could notify Veoh of any infringing content, in accordance with the DMCA and stated
8 that Veoh had the right to terminate the accounts of infringers. This includes Veoh's first Acceptable
9 Use Policy dated February 27, 2006, a true and correct copy of which is attached as Exhibit H.

10 7. Veoh has always prominently displayed its Terms of Use and the other policies
11 described above at Veoh's website at Veoh.com.

12 8. Veoh reminds users of its policies each time a user begins to upload a video to the
13 Veoh.com website. Each time a user begins to upload a video, they receive a message stating "Do
14 not upload copyrighted, pornographic, obscene, violent, or any other videos that violate Veoh
15 Publisher Terms and Conditions." A true and correct copy of a printout of the current upload screen
16 is attached as Exhibit I. Veoh gave the same or a similar warning to users during June of 2006.

17 9. Veoh provides additional warnings to users of its Veoh Player software. Before using
18 the software, users must first consent to Veoh's software license, which conditions use of the Veoh
19 Player on the user's express agreement to "not use the Software or Service to infringe the copyrights
20 or other intellectual property rights of others in any way." A true and correct copy of a printout of
21 the Veoh Player's End User License Agreement is attached as Exhibit J. The End User License
22 Agreement contained the same or a similar condition of use during June of 2006.

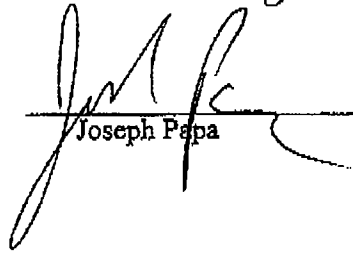
23 **C. Veoh's Disabling of Access to Adult Content**

24 10. Prior to June 22, 2006, Veoh did not prohibit users from uploading adult content to
25 Veoh so long as it was properly tagged or rated as such. In June of 2006, however, Veoh made a
26 decision to prohibit adult content on Veoh. By June 22, 2006, Veoh disabled access to all content

1 that had been tagged or rated by users as "adult."

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Executed this 27 day of July, 2007, in San Diego, California



Joseph Papa

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5894

EXHIBIT A

Veoh

Beta

Home

My Veoh

Channels

Friends

Upload

[X]

Terms of Use

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Veoh - Terms of Use

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EXHIBIT B

Terms of Use

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Terms of Use

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EXHIBIT C

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- misrepresents the source or identity of any content; or
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); or
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of Veoh or any third party; or
- impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of Veoh

Additionally, You agree that You will not: (i) take any action that imposes, or may impose in Veoh's sole discretion an unreasonable or disproportionately large load on Veoh's infrastructure; (ii) interfere or attempt to interfere with the proper working of the Veoh Service or any activities conducted on the Veoh Service; (iii) bypass any measures Veoh may use to prevent or restrict access to the Veoh Service, other accounts, or computer systems or networks connected to the Veoh Service; or (iv) interfere with any other user's enjoyment of the Veoh Service.

You shall not (and You shall not permit others to), directly or indirectly, modify, translate, decompile, disassemble, or reverse engineer any part of the Veoh Services or any content available through the Veoh website (except to the limited extent applicable laws specifically prohibit such restriction); or copy, rent, lease, distribute, or otherwise transfer any or the rights that You receive hereunder. In addition, You shall not remove any proprietary notices or labels.

You shall not launch or otherwise use any robot, spider, scraper or other

automated means to access the Veoh Service in a manner which sends more request messages to the Veoh server in any given period of time than a typical human would normally produce in the same period by using a conventional on-line Web browser to read, view, and submit materials. Notwithstanding the foregoing, we grant the operators of search engines permission to use robots to copy materials from the site for the sole purpose of creating publicly-available searchable indexes of the materials, but not caches or archives of the materials; provided that, we reserve the right to revoke these exceptions either generally or in specific cases.

You shall not harvest or collect information from the Veoh Service, including, without limitation, information about other users of the Veoh Service. The use of any information learned through the Veoh Services or while in the Veoh website is limited to the express purposes set forth in these Terms of Use; all other uses are strictly prohibited.

Unless expressly authorized, You shall not frame or otherwise display any portion of the Veoh.com website or any of its contents. No hyperlinks to any password protected web pages on the Veoh.com website are allowed. Hyperlinks to non-restricted pages are allowed, subject to review and termination by Veoh in our sole discretion.

Registration

As a condition to using certain components of the Veoh Service, You may be required to register with Veoh and select a password and screen name ("Veoh User ID"). You shall provide Veoh with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of Your Veoh account. You may not (i) select or use as a Veoh User ID a name of another person with the intent to impersonate that person; (ii) use as a Veoh User ID a name subject to any rights of a person other than You without appropriate authorization; or (iii) use as a Veoh User ID a name that is otherwise offensive, vulgar or obscene. Veoh reserves the right to refuse registration of, or cancel a Veoh User ID in its sole discretion. You are solely responsible for activity that occurs on Your account and shall be responsible for maintaining the confidentiality of Your Veoh password. You may not share Your Veoh password with any third party. You may never use another user's account without such other user's express permission. You will immediately notify Veoh in writing of any unauthorized use of Your account, or other account related security breach of which You are aware.

Privacy Policy

As explained above, Your use of the Veoh Service is subject to Your

acceptance of our Privacy Policy. Please read the Privacy Policy carefully for disclosures relating to the collection and use of Your personal information.

Links to Third Party Websites

As a convenience for its users, Veoh may provide links on this website to other websites owned by third parties. Unless otherwise stated, Veoh does not endorse or control these third parties and takes no responsibility for them or their websites.

Veoh Account Information

In order to use some of the Veoh Service, You will have to create an account. You may never use another's Veoh account without permission. When creating Your account, You must provide accurate and complete information. You are solely responsible for the activity that occurs on Your account, and You must keep Your account password secure. You must notify Veoh immediately of any breach of security or unauthorized use of Your account. Although Veoh will not be liable for Your losses caused by any unauthorized use of Your account, You may be liable for the losses of Veoh or others due to such unauthorized use.

No Warranties

THE VEOH SERVICE IS PROVIDED BY VEOH "AS IS" AND "AS AVAILABLE". VEOH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE VEOH SERVICE OR ITS CONTENT, AND VEOH DISCLAIMS ALL WARRANTIES REGARDING THE VEOH SERVICE AND THEIR CONTENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF CONTENT, NON-INFRINGEMENT, OR THE AVAILABILITY OR QUALITY OF ANY PRODUCTS OR SERVICES AVAILABLE VIA THE VEOH SERVICE (EXCEPT AS MAY BE SET FORTH IN ANY LICENSE OR OTHER AGREEMENT RELATED TO THOSE PRODUCTS OR SERVICES).

Limitation on Damages

IN NO EVENT SHALL VEOH OR ANY OF ITS SUPPLIERS BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION

HANDLING SYSTEM OR OTHERWISE) ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE VEOH SERVICE, OR ANY PRODUCTS OR SERVICES DISTRIBUTED ON OR PROVIDED THROUGH THE VEOH SERVICE, WHETHER AS A RESULT OF ERRORS, OMISSIONS, LOSS OF DATA, DEFECTS, VIRUSES, INTERRUPTIONS OR DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER CAUSE, EVEN IF VEOH OR ITS SUPPLIERS HAVE BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS RESTRICT THE LIMITATION OF LIABILITY OR DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE LIMITATION OF DAMAGES SET FORTH ABOVE IS UNENFORCEABLE UNDER APPLICABLE LAW, VEOH'S AND ITS SUPPLIERS' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT

Export and International Use

The Veoh Service is controlled and offered by Veoh from its facilities in the United States of America. Veoh makes no representations that the Veoh Service is appropriate or available for use in other locations. Those who access or use the Veoh Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice of law rules or principles. You expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in San Diego County of the State of California for any claim or action arising out of or relating to these Terms of Use or Your use of the Veoh Service. The prevailing party in any litigation will be entitled, in addition to any other relief granted to it, to recover reasonable attorney's fees, expenses and costs incurred in connection with the litigation.

Miscellaneous

You may not revise or amend these Terms of Use without the prior written authorization of an officer of Veoh. If any provision of these Terms of Use is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of these Terms of Use will not be affected. No delay or failure by Veoh to exercise or enforce any of its rights under these Terms of Use will act as a

waiver of such rights.

Miscellaneous

You may not revise or amend these Terms of Use without the prior written authorization of an officer of Veoh. If any provision of these Terms of Use is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of these Terms of Use will not be affected. No delay or failure by Veoh to exercise or enforce any of its rights under these Terms of Use will act as a waiver of such rights.

Digital Millennium Copyright Act Notice

Veoh has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of Veoh's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.

It is Veoh's policy to (1) block access to or remove content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. Procedure for Reporting Copyright Infringements:

If You believe that content residing on or accessible through the Veoh web site or service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the content that is claimed to be infringing including information regarding the location of the content that the copyright owner seeks to have removed, with sufficient detail so that Veoh is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, e-mail address;

5. A statement that the notifier has a good faith belief that the content is not authorized by the copyright owner, its agent, or the law; and

6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

B. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Veoh's policy:

1. to remove or disable access to the infringing content;
2. to notify the content provider, member or user that it has removed or disabled access to the content; and
3. that repeat offenders will have the infringing content removed from the system and that Veoh will terminate such content provider's, member's or user's access to the service.

C. Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the content that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such content from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that the content provider, member or user has a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for

the judicial district in which the content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which Veoh is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Veoh's may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Veoh's discretion.

Please contact Veoh's Designated Agent at the following address:

Designated Agent to Receive Notification of Claimed Infringement:

Dmitry Shapiro
7220 Trade St, Suite 115
San Diego, CA 92121
copyright-notice@veoh.com

EXHIBIT D

Terms of Use

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Terms of Use

Welcome to Veoh

By accessing the Veoh.com website, using the Veoh network, or using the servers operated by Veoh or any successor or additional services now or hereafter offered by Veoh or its successors, licensees or assigns, (collectively the "Veoh Service"), you, either an individual or a single entity ("You" or "Your" as applicable) are bound by the notices, terms and conditions in these Terms of Use and elsewhere on Veoh.com (including but not limited to our Privacy Policy). If You do not accept all of these terms and conditions, You may not access or use the Veoh Service. We may change or modify these Terms of Use at any time by posting new terms and conditions on this page. These Terms of Use may not otherwise be changed or modified, except in a writing signed by an authorized representative of Veoh. Your continued use of the Veoh Service, following any changes or modifications to these Terms of Use, constitutes Your acceptance of the changes or modifications.

Use of the Veoh Service

Subject to these Terms of Use, our Privacy Policy, and terms and conditions of any separate licenses or other agreements You may be required to accept in order to use certain portions of the Veoh Service, You are authorized to access and make use of the Veoh Service as set forth below.

You may view and use the sections of the Veoh.com website to which You have been given access by Veoh. You may make one complete and unmodified copy of any page on this website to which You have been given access, provided You retain all copyright, trademark and other proprietary rights notices and that You use it solely for personal, noncommercial purposes and do not distribute or republish it. You may obtain our products and register for our services, provided You pay any applicable charges and agree to the terms and conditions of any license agreement or other agreement governing those products and services. You may use the Veoh Service to which You have been given access to interact with Veoh and other users of our products and services in ways that do not violate these Terms of Use.

The Veoh Service enables You to make content available to other users of the Veoh Service, and to access content made available by other users of the Veoh Service. All such content made available by You or other users is referred to as "User Material." You are solely responsible for any User Material that You upload and publish to the Veoh Service, including compliance with these Terms of Use. For purposes of these Terms of Use, "content(s)" shall include, without limitation, video, film, music, text,

communications, software, scripts, graphics, images, audio, information, and interactive features.

You expressly acknowledge and agree that any User Material that You make available on the Veoh Service may be made freely available by Veoh through the Veoh Service, including without limitation for download by other users, and that this permission is made and granted in consideration of Your use of the Veoh Service and is nonexclusive, perpetual, royalty-free, irrevocable and transferable. You represent and warrant that You have all rights necessary to publish and distribute any User Material made available by You through the Veoh Service and that such User Material conforms to the requirements and restrictions contained herein. You agree to indemnify and hold Veoh harmless from and against any liability, claims, losses, demands or damages arising out of or relating to Your violation of these Terms of Use.

You acknowledge that Veoh does not endorse or guarantee any User Material and You may not state or imply any such endorsement or guarantee. Veoh does not guarantee that any User Material will be made available on the Veoh Service, whether continuously or at all.

Veoh shall have no obligation to monitor any User Material. However, Veoh and its agents shall have and do reserve the right to monitor any User Material from time to time for any lawful purpose. Veoh may, without notice to You, remove or block content of any User Material from the Veoh Service, including disabling access to such User Material that You have downloaded through the Veoh Service.

Veoh may terminate Your access to all or any part of the Veoh Service at any time, with or without cause, with or without notice, effective immediately. You may terminate Your use of the Veoh Service at any time, provided that all provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Rules and Conduct

The Veoh Service (including without limitation, any content, documents or other information made available through the Veoh Service) is provided only for Your use for Your own personal use and may not be used in connection with any commercial purpose(s) except as specifically approved in writing by Veoh. Any unauthorized use of the Veoh Service is expressly prohibited.

As a condition of use, You promise not to use the Veoh Service for any purpose that is unlawful. You agree to abide by all applicable local, state,

national and international laws and regulations, including, without limitation, all intellectual property laws (such as, U.S. copyright laws).

By way of example, and not as a limitation, You agree not to (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content using any communications service or other service available on or through the Veoh Service, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity; or
- is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, profane, pornographic (which shall include any depictions of nudity); or
- misrepresents the source or identity of any content; or
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); or
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of Veoh or any third party; or
- impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of Veoh

Additionally, You agree that You will not: (i) take any action that imposes, or may impose in Veoh's sole discretion an unreasonable or disproportionately large load on Veoh's infrastructure; (ii) interfere or attempt to interfere with the proper working of the Veoh Service or any activities conducted on the Veoh Service; (iii) bypass any measures Veoh may use to prevent or restrict access to the Veoh Service, other accounts, or computer systems or networks connected to the Veoh Service; or (iv) interfere with any other user's enjoyment of the Veoh Service.

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You shall not launch or otherwise use any robot, spider, scraper or other

automated means to access the Veoh Service in a manner which sends more request messages to the Veoh server in any given period of time than a typical human would normally produce in the same period by using a conventional on-line Web browser to read, view, and submit materials. Notwithstanding the foregoing, we grant the operators of search engines permission to use robots to copy materials from the site for the sole purpose of creating publicly-available searchable indexes of the materials, but not caches or archives of the materials; provided that, we reserve the right to revoke these exceptions either generally or in specific cases.

You shall not harvest or collect information from the Veoh Service, including, without limitation, information about other users of the Veoh Service. The use of any information learned through the Veoh Services or while in the Veoh website is limited to the express purposes set forth in these Terms of Use; all other uses are strictly prohibited.

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Registration

As a condition to using certain components of the Veoh Service, You may be required to register with Veoh and select a password and screen name ("Veoh User ID"). You shall provide Veoh with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of Your Veoh account. You may not (i) select or use as a Veoh User ID a name of another person with the intent to impersonate that person; (ii) use as a Veoh User ID a name subject to any rights of a person other than You without appropriate authorization; or (iii) use as a Veoh User ID a name that is otherwise offensive, vulgar or obscene. Veoh reserves the right to refuse registration of, or cancel a Veoh User ID in its sole discretion. You are solely responsible for activity that occurs on Your account and shall be responsible for maintaining the confidentiality of Your Veoh password. You may not share Your Veoh password with any third party. You may never use another user's account without such other user's express permission. You will immediately notify Veoh in writing of any unauthorized use of Your account, or other account related security breach of which You are aware.

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Veoh Account Information

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No Warranties

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Limitation on Damages

IN NO EVENT SHALL VEOH OR ANY OF ITS SUPPLIERS BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION

HANDLING SYSTEM OR OTHERWISE) ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE VEOH SERVICE, OR ANY PRODUCTS OR SERVICES DISTRIBUTED ON OR PROVIDED THROUGH THE VEOH SERVICE, WHETHER AS A RESULT OF ERRORS, OMISSIONS, LOSS OF DATA, DEFECTS, VIRUSES, INTERRUPTIONS OR DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER CAUSE, EVEN IF VEOH OR ITS SUPPLIERS HAVE BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS RESTRICT THE LIMITATION OF LIABILITY OR DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE LIMITATION OF DAMAGES SET FORTH ABOVE IS UNENFORCEABLE UNDER APPLICABLE LAW, VEOH'S AND ITS SUPPLIERS' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT

Export and International Use

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Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice of law rules or principles. You expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in San Diego County of the State of California for any claim or action arising out of or relating to these Terms of Use or Your use of the Veoh Service. The prevailing party in any litigation will be entitled, in addition to any other relief granted to it, to recover reasonable attorney's fees, expenses and costs incurred in connection with the litigation.

Miscellaneous

You may not revise or amend these Terms of Use without the prior written authorization of an officer of Veoh. If any provision of these Terms of Use is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of these Terms of Use will not be affected. No delay or failure by Veoh to exercise or enforce any of its rights under these Terms of Use will act as a

waiver of such rights.

Digital Millennium Copyright Act Notice

Veoh has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of Veoh's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.

It is Veoh's policy to (1) block access to or remove content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. Procedure for Reporting Copyright Infringements:

If You believe that content residing on or accessible through the Veoh web site or service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the content that is claimed to be infringing including information regarding the location of the content that the copyright owner seeks to have removed, with sufficient detail so that Veoh is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
5. A statement that the notifier has a good faith belief that the content is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

B. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Veoh's policy:

1. to remove or disable access to the infringing content;
2. to notify the content provider, member or user that it has removed or disabled access to the content; and
3. that repeat offenders will have the infringing content removed from the system and that Veoh will terminate such content provider's, member's or user's access to the service.

C. Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the content that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such content from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that the content provider, member or user has a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which Veoh is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Veoh's may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or

cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Veoh's discretion.

Please contact Veoh's Designated Agent at the following address:

Designated Agent to Receive Notification of Claimed Infringement:

Dmitry Shapiro
7220 Trade St, Suite 115
San Diego, CA 92121
copyright-notice@veoh.com

EXHIBIT E

Terms of Use

Introduction

Welcome to Veoh. Veoh provides its services and offerings (the "Veoh Service," as further described below) to you subject to the following Terms of Use ("TOU"). In addition, when using the Veoh Service, you shall be subject to any posted guidelines and rules applicable to such service, which may be posted from time to time. All such guidelines and rules are incorporated by reference into these TOU.

PLEASE READ THESE TOU CAREFULLY. By accessing or using the Veoh Service, you, either an individual or a single entity ("you" or "your" as applicable), are bound by the notices, terms and conditions in this TOU and, as applicable, elsewhere on www.Veoh.com (including but not limited to our **Privacy Policy**, which is incorporated by reference). If you register on behalf of a business, you represent to Veoh that you have the authority to bind that business and your acceptance of these TOU will be treated as acceptance by that business. In that event, "you" and "your" will refer to that business in these TOU. If you do not agree to any of these terms and conditions, you may not use the Veoh Service. If you are a publisher and wish to upload video content to the Veoh Service, then, in addition to this TOU, the **Publisher Terms and Conditions** or the **Veoh Pro Publisher Terms & Conditions** (individually and collectively, the "Publisher Terms"), as applicable, will apply to you and are incorporated by reference.

The Veoh Service

The Veoh Service is comprised of (i) the Veoh website, currently located at www.veoh.com (and/or any successor or additional website(s) owned or operated by or for Veoh); (ii) the Veoh syndication network (which includes third party websites); (iii) the Veoh client, a downloadable application to upload, download and view content (the "Veoh Client"); (iv) the servers operated by or on behalf of Veoh; and/or (v) any other technology and/or services that Veoh provides its users. The Veoh Service enables you to make content available to other users of the Veoh Service and to access content made available by other users of the Veoh Service. All comments and other communications posted or published by you or other users on the Veoh Service, including in any bulletin board, chat, discussion group, feedback area, news group or email, is referred to as "User Material." "Video Material" for purposes of this Agreement is the video you upload to the Veoh Services. "Publisher Material, for purposes of this Agreement, is any other material you provide and includes without limitation including music, animation, text, software, scripts, graphics, images, audio, information and interactive features. You are solely responsible for any User Material that you upload and publish to the Veoh Service, including complying with these TOU. The terms and conditions regarding the uploading of Video Material and Publisher Material is covered in the Publisher Terms.

You retain all of your rights in your User Material. You shall be solely responsible for your own User Material and the consequences of posting or publishing it on the Veoh Service. In connection with User Material that you make available on the Veoh Service, you expressly represent and warrant that you own

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or have the necessary licenses, rights, consents, and permissions to use and authorize Veoh to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Material to enable inclusion and use of the User Material as part of the Veoh Service and in the manner contemplated by these TOU. By submitting, posting, uploading, emailing or otherwise providing User Material to Veoh, you hereby grant (or warrant that the owner of such rights has expressly granted) Veoh a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicenseable and transferable license to use, reproduce, modify, distribute, prepare derivative works of, display, publish, perform and transmit the User Material in connection with the Veoh Service and Veohs (and its successors) business, including without limitation for promoting and redistributing part or all of the Veoh Service (and derivative works thereof) in any media formats and through any media channels. You warrant that all moral rights to the User Material you submit have been waived. You also hereby grant each user of the Veoh Service a non-exclusive license to access your User Material through the Veoh Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Material as permitted through the functionality of the Veoh Service and under these TOU.

Veoh does not guarantee that any User Material or Video Material and Publisher Material will be made available on the Veoh Service, whether continuously or at all. Veoh shall have no obligation to monitor any User Material and Video Material and Publisher Material. However, Veoh and its agents reserve the right to monitor any User Material and Video Material and Publisher Material from time to time for any lawful purpose. Veoh may, without notice to you, remove or block any User Material and/or Video Material and Publisher Material from the Veoh Service, including disabling access to such User Material and/or Video Material and/or Publisher Material that you have downloaded through the Veoh Service.

Registration

Registration is not required to view most User Material and Video Material and Publisher Material provided as part of the Veoh Service. However, you are required to register if you wish to post a comment or upload a video, download the Veoh Client or view certain User Material and Video Material and Publisher Material. If you wish to upload a video you will be subject to our Publisher Terms. If you wish to download the Veoh Client you will be subject to additional terms and condition relating to the license and use of the Veoh Client.

To register, you will have to create an account. As a condition to using such components of the Veoh Service, you will be asked to register with Veoh and select a password and screen name ("Veoh User ID"). You shall provide Veoh with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this TOU, which may result in immediate termination of your Veoh account. You may not (i) select or use as a Veoh User ID a name of another person with the intent to impersonate that person; (ii) use as a Veoh User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a Veoh User ID a name that is otherwise offensive, vulgar or obscene. Veoh reserves the right to refuse registration of, or cancel a Veoh User ID in its sole discretion. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Veoh immediately of any breach of security or unauthorized use of your account. Although Veoh will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Veoh or others due to such

unauthorized use. All registration information provided by you shall be subject to Veoh's **Privacy Policy** or any successor thereto.

Content on the Veoh Network

Content on Veoh is meant for all audiences. You understand that you will be exposed to User Material from a variety of publishers and that Veoh is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Material. You further understand and acknowledge that you may be exposed to User Material that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Veoh with respect thereto, and agree to defend, indemnify and hold harmless Veoh, its parent corporation, its subsidiaries, its licensors, and their respective officers, directors, employees and agents to the fullest extent allowed by law regarding all matters related to your use of the Veoh Service.

User Conduct

Veoh grants you permission to use the Veoh Service subject to all of the terms and conditions set forth in these TOU.

As a condition of use, you agree not to use the Veoh Service for any purpose that is unlawful. You agree to abide by all applicable local, state, national and international laws and regulations, including, without limitation, all intellectual property laws (such as, U.S. copyright laws). Any unauthorized use of the Veoh Service is expressly prohibited.

By way of example, and not as a limitation, you agree not to (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any User Material using any communications service or other service available on or through the Veoh Service, that: i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity; or ii. is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, pornographic or obscene, or promotes hate or incites violence; or iii. misrepresents the source or identity of any content; or iv. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming") or a chain letter, a pyramid scheme or any other similar solicitation; or v. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of Veoh or any third party; or vi. impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of Veoh; or vii. constitutes an offer, for sale or otherwise, of any firearms, explosives, weapons, tobacco products, controlled substances, pharmaceuticals, counterfeit or stolen articles, registered or unregistered securities or any items that would cause Veoh to violate any applicable law or regulation.

In addition to these TOU, your use of the Video Material may be subject to separate license terms as set forth by the Publisher.

Additionally, you agree that you will not: (i) take any action that imposes, or may impose, in Veoh's sole discretion, an unreasonable or disproportionately large load on Veoh's infrastructure; (ii) interfere or attempt to interfere with the proper working of the Veoh Service or any activities conducted on the Veoh Service; (iii) bypass any measures Veoh may use to prevent or restrict access to the Veoh Service, other accounts, or computer systems or networks connected to the Veoh Service; or (iv) interfere with any other users' enjoyment of the Veoh Service, including, without limitation, accessing an account of a Veoh user that is not yours.

You may not (and may not permit others to), directly or indirectly, modify, translate, decompile, disassemble, or reverse engineer any part of the Veoh Service or any content available through the Veoh website (except to the limited extent applicable laws specifically prohibit such restriction), or copy, rent, lease, distribute, or otherwise transfer any or the rights that you receive hereunder. In addition, you may not remove any proprietary notices or labels.

You shall not launch or otherwise use any robot, spider, scraper or other automated means to access the Veoh Service in a manner which sends more request messages to the Veoh server in any given period of time than a typical human would normally produce in the same period by using a conventional on-line web browser to read, view and submit materials. Notwithstanding the foregoing, we grant the operators of search engines permission to use robots to copy materials from the site for the sole purpose of creating publicly-available searchable indexes of the materials, but not caches or archives of the materials, provided that we reserve the right to revoke these exceptions either generally or in specific cases.

You shall not harvest or collect information from the Veoh Service, including, without limitation, information about other users of the Veoh Service. The use of any information learned through the Veoh Service or while in the Veoh website is limited to the express purposes set forth in these TOU; all other uses are strictly prohibited.

Unless expressly authorized, you shall not frame or otherwise display any portion of the Veoh.com website or any of its contents. No hyperlinks to any password protected web pages on the Veoh.com website are allowed. Hyperlinks to non-restricted pages are allowed, subject to review and termination by Veoh in our sole discretion.

Ownership

The content accessible through the Veoh Service, except User Material and Video Material and Publisher Material, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, the "Veoh Content") and the trademarks, service marks and logos contained therein (the "Marks"), are owned by or licensed to Veoh, and subject to copyright and other intellectual property rights under United States and foreign laws and international conventions.

Except as set forth in these TOU, the Veoh Content, Marks, User Material and Video Material and Publisher Material is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever except as set forth in these TOU or without the prior written consent of the respective owners. Veoh reserves all rights not expressly granted in and to the Veoh Service and the Veoh Content. If you download or print a copy of the Veoh Content, User Material or Video Material and Publisher Material, you must retain all copyright and other proprietary notices contained in or on such content and material. You agree not to circumvent, disable or otherwise interfere with security related features of the Veoh Service or features that prevent or restrict use or copying of any Veoh Content, User Material or Video Material and Publisher Material.

Copyright Policy

Veoh respects the rights of copyright holders. We have established a **copyright policy** which is incorporated herein by reference.

Termination

Veoh may terminate your access to all or any part of the Veoh Service at any time, with or without cause, with or without notice, effective immediately. You may terminate your use of the Veoh Service at any time, provided that all provisions of this TOU, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Warranty Disclaimer

THE VEOH SERVICE, VEOH CONTENT AND MARKS ARE PROVIDED BY VEOH "AS IS" AND "AS AVAILABLE". VEOH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE VEOH SERVICE OR ITS CONTENT OR MARKS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, VEOH DISCLAIMS ALL WARRANTIES REGARDING THE VEOH SERVICE AND ITS CONTENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF CONTENT, NON-INFRINGEMENT, OR THE AVAILABILITY OR QUALITY OF ANY PRODUCTS OR SERVICES AVAILABLE VIA THE VEOH SERVICE (EXCEPT AS MAY BE SET FORTH IN ANY LICENSE OR OTHER AGREEMENT RELATED TO THOSE PRODUCTS OR SERVICES). YOU AGREE THAT USE OF THE VEOH SERVICE SHALL BE AT YOUR SOLE RISK. FURTHER, VEOH DOES NOT ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE VEOH SERVICE OR ANY HYPERLINKED WEBSITE OR INCLUDED IN ANY BANNER OR OTHER ADVERTISING, AND VEOH WILL NOT BE A PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY WITH

RESPECT THERETO.

Limitation of Liability

IN NO EVENT SHALL VEOH OR ITS AFFILIATES, SUBSIDIARIES, PARTNERS OR LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE) ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE VEOH SERVICE, OR ANY CONTENT, PRODUCTS OR SERVICES DISTRIBUTED ON OR PROVIDED THROUGH THE VEOH SERVICE (INCLUDING BUT NOT LIMITED TO, VEOH CONTENT AND VEOH MARKS), WHETHER AS A RESULT OF ERRORS, OMISSIONS, LOSS OF DATA, DEFECTS, VIRUSES, INTERRUPTIONS OR DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER CAUSE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF VEOH OR ITS SUPPLIERS HAVE BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VEOH ASSUMES NO LIABILITY FOR: ANY ERRORS, MISTAKES OR INACCURACIES IN OR OF ANY CONTENT, INCLUDING ANY USER MATERIAL OR VIDEO MATERIAL AND PUBLISHER MATERIAL; PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE VEOH SERVICES; ANY UNAUTHORIZED ACCESS TO OR USE OF THE VEOH SERVERS AND/OR ANY PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE VEOH WEBSITE; ANY VIRUSES, BUGS, TROJAN HORSES, WORMS OR OTHER MALICIOUS CODE WHICH MAY BE TRANSMITTED TO OR THROUGH THE VEOH WEBSITE BY ANY THIRD PARTY; AND/OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE VEOH SERVICE OR ANY CONTENT, INCLUDING ANY USER MATERIAL OR VIDEO MATERIAL AND PUBLISHER MATERIAL, POSTED, EMAILED OR OTHERWISE MADE AVAILABLE THROUGH THE VEOH SERVICE.

SOME JURISDICTIONS RESTRICT THE LIMITATION OF LIABILITY OR DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE LIMITATION OF LIABILITY SET FORTH ABOVE IS UNENFORCEABLE UNDER APPLICABLE LAW, VEOH'S AND ITS SUPPLIERS' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Indemnification

You agree to defend, indemnify and hold harmless Veoh and its affiliates, subsidiaries and distribution partners and their respective officers, directors, employees and/or agents (collectively, "Veoh Indemnitees") from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys fees) arising from: (i) your use of and access to the Veoh Service; (ii) your violation of any term of these TOU; (iii) your violation, alleged or actual, of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that

any of User Material you upload and publish on the Veoh Service caused damage to a third party; or (v) your gross negligence or willful malfeasance (collectively, "Claims"). You are solely responsible for defending any such Claims, and for payment of losses, costs, damages or expenses resulting from the foregoing to both a third party and to the Veoh Indemnitees. Veoh shall have the right, in its sole discretion, to select its own legal counsel to defend the Veoh Indemnitees from any Claims (but by doing so shall not waive your indemnity obligations), and you shall be solely responsible for the payment of all reasonable attorneys fees incurred by the Veoh Indemnitees in connection therewith. You shall not, without the prior express written approval of Veoh, settle, dispose or enter into any proposed settlement or resolution of any Claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for any Veoh Indemnitee. This defense and indemnification obligation will survive these TOU and your use of the Veoh Service.

Miscellaneous

Acceptance. If you do not accept all of the terms and conditions set forth in these TOU, you may not access or use the Veoh Service.

Ability to Accept. The Veoh Service is only available to users who are over the age of 18, or an emancipated minor, or possess legal parental or guardian consent, and are fully able to and competent to enter into and abide by the terms, conditions, obligations, representations and warranties set forth in these TOU. **If you are under 13 years of age, you may not register for or use the Veoh Service.**

Modification. Veoh shall have the right to modify these TOU at any time, which modification shall be effective immediately following Veoh's posting of such change on its website. We recommend that you check the Veoh website regularly for any such changes. Your use of the Veoh Service following such posting shall be deemed to constitute your acceptance of such modification. These TOU may not otherwise be changed or modified, except in a writing signed by an authorized representative of Veoh.

Enforceability and Waiver. If any provision of these TOU is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of these TOU will not be affected. No delay or failure by Veoh to exercise or enforce any of its rights under these TOU will act as a waiver of such rights.

Privacy Policy. Your use of the Veoh Service is subject to your acceptance of our **Privacy Policy**, which is incorporated by reference. Please read the Privacy Policy carefully for disclosures relating to the collection and use of your personal information.

Links to Third Party Websites. As a convenience for its users, Veoh may provide links on this website to other websites owned by third parties. Unless otherwise stated, Veoh does not endorse or control these third parties and takes no responsibility for them or their websites.

Export and International Use. The Veoh Service is controlled and offered by Veoh from its facilities in the United States of America. Veoh makes no representations that the Veoh Service is appropriate or

available for use in other locations. Those who access or use the Veoh Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Governing Law, Jurisdiction and Venue. These TOU shall be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice of law rules or principles. You expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Los Angeles County of the State of California for any claim or action arising out of or relating to these TOU or your use of the Veoh Service. You agree that: the Veoh Service shall be deemed to be solely based in the State of California; the Veoh website shall be deemed a passive website that does not give rise to personal jurisdiction over Veoh, either specific or general, in jurisdictions other than the State of California; and ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE VEOH SERVICE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. The prevailing party in any litigation will be entitled, in addition to any other relief granted to it, to recover reasonable attorneys fees, expenses and costs incurred in connection with the litigation.

EXHIBIT F

Veoh Copyright Policy

- » Terms of Use
- » Copyright
- » Privacy Policy

Veoh has adopted the following policy concerning copyright infringement in accordance with the Digital Millennium Copyright Act, 17 U.S.C. 512. The contact information for Veoh's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy, and is on file with the United States Copyright Office (<http://www.copyright.gov/onlinesp/list/index.html>).

Veoh takes copyright and other intellectual property rights very seriously. It is Veoh's policy to (1) expeditiously block access to or remove content that it believes in good faith may contain material that infringes the copyrights of third parties and (2) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements:

If you believe that content residing on or accessible through the Veoh website or service infringes your copyright, please send a notice of claimed copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the content that is claimed to be infringing including information regarding the location of the content that the copyright owner seeks to have removed, with sufficient detail so that Veoh is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
5. A statement that the notifier has a good faith belief that the content is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once a complete and proper notice of claimed copyright infringement is received by the Designated Agent, or if Veoh otherwise comes to believe in good faith that a video on the Veoh service may contain material that infringes copyright :

It is Veoh's policy:

1. to remove or disable access to the content identified in the notice of claimed infringement;
2. to notify the content provider, member or user that it has removed or disabled access to the content; and

3. to terminate any account that has been used to post two or more videos that were removed from the Veoh service pursuant to this policy.

Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the content that was removed or to which access was disabled is not infringing, or the content provider, member or user believes that it has the right to post and use such content from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user may send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that the content provider, member or user has a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which Veoh is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

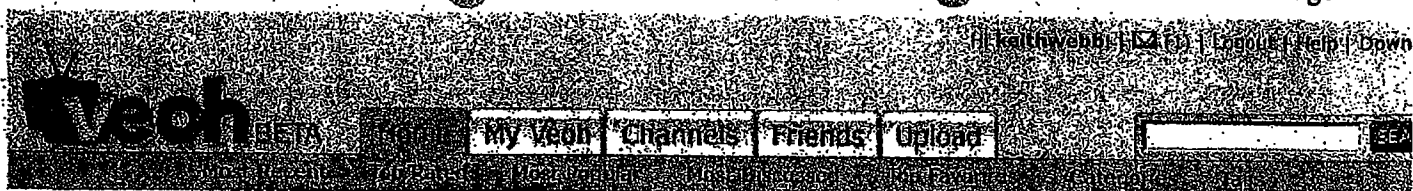
If a counter-notice is received by the Designated Agent, Veoh may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Veoh's discretion.

Please contact Veoh's Designated Agent at the following address:

Designated Agent to Receive Notification of Claimed Infringement:

Dmitry Shapiro
7220 Trade St, Suite 115
San Diego, CA 92121
copyright-notice@veoh.com
Phone: (858) 357-2950
Fax: (858) 357-2282

EXHIBIT G



Acceptable Use Policy

This Acceptable Use Policy governs your use of the Veoh.com website, the Veoh service network, the servers operated by Veoh, and any Veoh software you use (collectively the "Veoh Services"). If you do not accept this policy, you may not access or use any of the Veoh Services. We may modify this policy at any time by posting the modified policy on our website.

Prohibited Activities

You may not engage in any of the following prohibited activities while using the Veoh Services:

1. Make available files that contain music, film, video, images, photographs, software or any other material protected by intellectual property laws, including but not limited to copyright and trade secret law, unless you own or control the rights or are authorized to make such material available;
2. Make available files that contain music, film, video, images, photographs, software or any other material that violates the rights of publicity or privacy of any third party, contains defamatory, obscene or illegal material;
3. Download any file made available by another user that you know, or reasonably should know, cannot be legally copied, displayed, performed, or distributed in this manner;
4. Use the Veoh Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing data protection and privacy, and import or export control.
5. Make unsolicited offers, advertisements, proposals, or send junk mail, to other users of the Veoh Services. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures
6. Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Veoh accounts of others without permission; engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity,
7. Share Veoh-issued passwords with any third party;
8. Misrepresent the source, identity or content of information transmitted via the Veoh Services;
9. Harass, abuse, defame, threaten or defraud users of the Veoh Services, or collect, or attempt to collect, personal information about third parties without their consent, or use the Veoh Services for any commercial use, it being understood that the Veoh Services are for personal, non-commercial use only;
10. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Veoh Services, features that prevent or restrict use or copying of any content accessible through the Veoh Services, or features that enforce limitations on use of the Veoh Services;
11. Intentionally interfere with or damage operation of the Veoh Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code.
12. Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.

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Violations of Acceptable Use

<http://www.veoh.com/corporate/acceptableUse.html>

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Veoh - Acceptable Use Policy

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Veoh respects the rights of copyright owners to control commercial uses of their material, and expects our users to do the same. You are responsible for complying with all federal and state laws applicable to the content available through the Veoh Services, including copyright laws.

Accordingly, Veoh reserves the right to terminate the service account of anyone who it learns is using the Veoh Services in violation of copyright law.

If you believe that a user has copied your work via the Veoh Services in a way that constitutes copyright infringement, you may submit a notification by providing our Copyright Agent with the following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information sufficient to identify the Veoh user(s) you claim engaged in the infringement;
4. Information reasonably sufficient to permit Veoh to contact you, such as your name, address, telephone number, and email address;
5. 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; and
6. a statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Veoh's designated Copyright Agent to receive notifications of claimed infringement is:

Dmitry Shapiro
7220 Trade St, Suite 115
San Diego, CA 92121
copyright-notice@veoh.com

In addition, with respect to any non-copyright-related violations of this policy, Veoh reserves the right to take any action it deems appropriate if it learns of such violations. Such action may include terminating your account, among other things. Veoh does not assume any responsibility to take such action with respect to non-copyright-related violations of this policy. Veoh expressly disclaims liability for failure to take such action, or for delay in taking action if it chooses to act. If you believe that there has been a non-copyright-related violation of this Acceptable Use Policy, please contact Veoh at abuse@veoh.com.

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EXHIBIT H

Acceptable Use

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Acceptable Use Policy

This Acceptable Use Policy governs your use of the Veoh.com website, the Veoh service network, the servers operated by Veoh, and any Veoh software you use (collectively the "Veoh Services"). If you do not accept this policy, you may not access or use any of the Veoh Services. We may modify this policy at any time by posting the modified policy on our website.

Prohibited Activities

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1. Make available files that contain music, film, video, images, photographs, software or any other material protected by intellectual property laws, including but not limited to copyright and trade secret law, unless you own or control the rights or are authorized to make such material available;
2. Make available files that contain music, film, video, images, photographs, software or any other material that violates the rights of publicity or privacy of any third party, contains defamatory, obscene or illegal material;
3. Download any file made available by another user that you know, or reasonably should know, cannot be legally copied, displayed, performed, or distributed in this manner;
4. Use the Veoh Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing data protection and privacy, and import or export control.
5. Make unsolicited offers, advertisements, proposals, or send junk mail, to other users of the Veoh Services. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures
6. Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Veoh accounts of others without permission; engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity,
7. Share Veoh-issued passwords with any third party;
8. Misrepresent the source, identity or content of information transmitted via the Veoh Services;

9. Harass, abuse, defame, threaten or defraud users of the Veoh Services, or collect, or attempt to collect, personal information about third parties without their consent, or use the Veoh Services for any commercial use, it being understood that the Veoh Services are for personal, non-commercial use only;
10. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Veoh Services, features that prevent or restrict use or copying of any content accessible through the Veoh Services, or features that enforce limitations on use of the Veoh Services;
11. Intentionally interfere with or damage operation of the Veoh Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code.
12. Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.

Violations of Acceptable Use

Veoh respects the rights of copyright owners to control commercial uses of their material, and expects our users to do the same. You are responsible for complying with all federal and state laws applicable to the content available through the Veoh Services, including copyright laws.

Accordingly, Veoh reserves the right to terminate the service account of anyone who it learns is using the Veoh Services in violation of copyright law.

If you believe that a user has copied your work via the Veoh Services in a way that constitutes copyright infringement, you may submit a notification by providing our Copyright Agent with the following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information sufficient to identify the Veoh user(s) you claim engaged in the infringement;
4. information reasonably sufficient to permit Veoh to contact you, such as your name, address, telephone number, and email address;

5. 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; and
6. a statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Veoh's designated Copyright Agent to receive notifications of claimed infringement is:

Dmitry Shapiro
3211 Caminito EastBluff #7
San Diego, CA 92037
619-602-3305
copyright-notice@veoh.com

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EXHIBIT I

Videos Series Channels People

Upload My Videos My Series My Channels Synd

Upload a Video: Step 2 of 3

Enter additional information to customize your video.

Video Selection

Upload a file from your computer

Upload a file from a URL

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