

Jet-Stream Fair Use Policy (FUP)

Introduction

Jet-Stream is committed to providing you with the fastest and most reliable media hosting and delivery service. That's why we have taken steps to implement this fair use policy. It's designed to avoid misuse of our network and/or services in any way. This FUP is there to protect you and all of our other customers from harmful usage.

1. Definitions

"**Fair Usage Policy**" or "**FUP**" means the Jet-Stream fair usage policy described in these Terms.

"**Common knowledge**" means information which can be found on at least one of the first three results pages of relevant search queries on Google. "**Network**" means the network operated by Jet-Stream and/or her partners. "**Services**" means the services offered by Jet-Stream to all her customers

"**Terms**" means the terms and conditions in this FUP, which supplement but do not replace any other terms and conditions which are associated with your relationship to Jet-Stream "**Account**" or "**Accounts**" means the environment, including allotted streaming capacity and digital storage amount, to which Jet-Stream has given you access.

"**Jet-Stream**" or "us" means Jet-Stream Services B.V. A privately owned limited liability company which has her main office in Groningen, The Netherlands. "**You**" means the company, organisation, partner or reseller that is using the Jet-Stream network, services and/or is accepting any offer from Jet-Stream, whether it be paid or unpaid.

"**We**" means you and Jet-Stream together

2. Applicability of the FUP

2.1 This FUP applies to all, products and services of Jet-Stream and to all accounts, no matter if they are great or small 2.2 The services of Jet-Stream can be deployed globally, through the internet. Hence, there is no geographical limitation to the applicability of this FUP

3. Fair Use Policy

3.1 You will do your utmost not to disrupt, disturb or harm the integrity and/or stability of the network or the services in any way. This includes avoiding the use of hardware and/or software and/or content which produces instabilities or disturbances of any kind to our platform, including not overloading our GUI, API services and/or support staff.

3.2 Jet-Streams is an open platform. Jet-Stream allows you to use any available encoder and any internet uplinks. You will do your utmost to upload / ingest reliable streams.

3.3 You will do your utmost to timely and fully inform us in case of a disturbance, support request or to report any other incident which is relevant to the service of Jet-Stream.

3.4 You are deemed to keep yourself informed of the workings of our platform by reading the User Manual in your account, including updates after new releases.

3.5 You accept that the needs of the many, supersede the needs of the few. This means that, for example, in case of multiple disturbances, we agree that Jet-Stream is always allowed to focus on solving the issue which affect the most customers first, before your issue is solved.

3.6 You accept that content uptime always has the highest priority. This means that in case of multiple disturbances, we agree that Jet-Stream is always allowed to focus on solving the availability of streams and their performance, before other issues are solved.

3.7 Because you are not charged for ingest traffic nor for internal traffic between your servers, and the servers of Jet-Stream, you will do your best to keep this traffic down to a minimum compared to delivered traffic. You may use a maximum of 15% of your traffic bundle for Icecast traffic unless otherwise agreed.

3.8 The capacity allotted to you in your account will not be shared with- or resold to- third parties, unless we have established a written agreement that entitles you to do so.

3.9 You will do your utmost to avoid any misuse of our platform by keeping your access details and passwords safe.

3.10 Jet-Stream accounts are not technically limited. They are available at low entry costs. You will inform us as soon as possible if you expect high traffic or request peaks which are not in line with what one might expect from the account size.

3.11 You will not (try to) distribute types of content to countries, of which it is common knowledge that this content is not legal to watch in those countries.

3.12 If Jet-Stream instructs you to make a change to your streaming environment, you will do your best to follow those instructions.

3.13 If you breach any or the Terms, Jet-Stream reserves the right to temporarily or permanently deny you access to the services. We agree that this does not in any way impact your financial obligations towards Jet-Stream.

3.14 For your convenience we have bundled a full featured, professional video player for free. Usage of the video player is free up to 10,000 views per month per account. Beyond that, we will charge a usage fee per 1,000 views.

4. Miscellaneous

4.1 We may make changes to these Terms from time to time for any reason. The current Terms in force at any given time will be available on our website (www.jet-stream.com). By continuing to use our Services, or any part thereof, you shall be deemed to have agreed to any changes, amendments, additions and/or modifications we have made to this FUP.

4.2 These Terms are governed by and shall be construed in accordance with the laws of The Netherlands. The Dutch court of Groningen shall have exclusive jurisdiction over these Terms.