# OUR TERMS

## About us

We are {{Business\_Name}}, registered in {{Country\_Incorporation}}. Our registered address is {{Registered\_Address}}. {{If Trading\_Name}} We trade as {{Trading\_Name}} and our trading address is {{Trading\_Address}}.

We operate the website {{Website\_Address}}. Our website {{Services.Description}}. We will refer to our website, its content and our services as the “Platform” in these terms.

## These terms

This document – our terms – governs how you may access and use the Platform. You will be asked to agree and accept these terms to use our Platform. If you do not agree to these terms you should not use our Platform.

We may make minor changes to these terms where it is reasonably necessary. We may make these changes to reflect changes in applicable laws, or for technical reasons or addressing a security threat, for example. We would not expect these changes to affect your use of our Platform or have a material effect on the Agreement.

Where we need to make more significant changes to these terms, then we will notify you of the changes, in advance where possible, and you will have the option to stop using the Platform if you do not accept the changes.

## Account Registration

You can only register with us if you have reached the age of legal capacity to enter into a contract. If you are under that age then you can only use the Platform with permission from a parent or guardian, and they must agree to be bound by these terms. If you are the parent or guardian of a user of the Platform who is under the age of legal capacity to enter into a contract then, by allowing that user to use the Platform, you are agreeing to these terms and are responsible for that user’s activity on the Platform.

When you register with us we will give you your unique username and password to access your user account. You must keep your password to yourself and not share it with anyone, even if you have changed it. You are responsible for all activities that take place on the website from your user account.

You are responsible for any activities carried out using your account information. You must keep your account information secure and confidential and not disclose it to third parties. You must inform us immediately if you believe there has been an unauthorised use of your account or any third party has access to your account details.

We reserve the right to suspend, disable or remove any account where we reasonably believe the account holder has failed to comply with these terms. If we have disabled or suspended your account for any reason, then you should not register another account without our specific permission.

## Business Use

If you are using the Platform on behalf of a company or other entity, then you must have the authority to act on that company’s or entity’s behalf. You represent that you have such authority and that the company or entity agrees to and accepts that it is bound by these terms.

## Uploading Content

Whenever you make use of a feature that allows you to upload content to the Platform, or to make contact with other users of our site, you must comply with our Acceptable Use Policy. You agree that any such contribution complies with our Acceptable Use Policy, and you will be liable to us and responsible for any loss or damage we suffer as a result of your breach of this commitment.

You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties as well as a licence for those third parties. When you upload content to the Platform you understand and agree that it will be made available to other users of the Platform, and those users will be able to view or listen to your content and share it with other users.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any content you add to our Platform.

You may delete your content through your account. We may keep some of your content even after you have deleted it through your account, but we will generally not make it available to other users without your prior consent.

You are solely responsible for securing and backing up your content.

## Accessing content

You may view publicly available parts of our Platform for free. If you have registered with us you may also view and download certain paid content. Where we inform you so in advance, we may charge you for the viewing and downloading of paid content.

On our Platform, we allow users to upload, store and make available to others their content, as well as general posts and comments. We do not review or approve such content, nor actively monitor it. You acknowledge that such content does not present our views and we do not endorse it.

## Web Monetization

We use “Web Monetization” in certain areas of our Platform. Web Monetization is a mechanism that allows us to collect micro payments for the time you spend consuming the content or receiving services from us. It allows you, if you are consumer of content, to find new and interesting content, safe in the knowledge that the creators are being paid fairly for their work. If you are a content creator then the Platform allows you to share and monetise your content.

The terms in this section apply in addition to any other terms set out in this document where we make available to you paid content, and take precedence over any conflicting terms.

When charging and collecting fees for paid content we may engage certain third-party payment providers, who may require you to set up a user account with a positive cash balance. In particular, we may use the payment services of Coil Technologies, Inc. and require you to open a Coil account and create a sufficient cash balance before we grant you access to any paid content. If you use Coil need to collect payments you need to comply with Coil’s rules.

By clicking a button indicating your agreement to purchase access to certain paid content you agree that you may be charged the indicated fee. We may do so by making the relevant deduction from your Coil balance. You acknowledge that we may further distribute the payment received from you, including by retaining it or paying any portion of it to the relevant content provider.

We may charge different fees depending on how we make content and services available to you. For example, different fees may apply in relation to streamed as opposed to downloaded content or to service provisions. The relevant fee will be displayed on the Platform. By placing your order you agree and accept that we may charge you the relevant fee.

## Monetizing your content

If you are uploading content to the Platform you can decide if some or all of that content is paid for content, or is available for free. You can provide some content for free, or you can charge for all content.

In order to monetize your content you must have a valid Coil account and fulfil any requirements from Coil necessary to receive funds. If you do not have a valid Coil account, or you have not fulfilled any of Coil’s requirements to receive funds from Coil, then any revenue generated from your paid for content will be forfeited. We reserve the right to suspend payment of streaming revenue if you fail to comply with our terms.

Any payment made to you will based on the access rate multiplied by the number of seconds your content was accessed for, giving the gross streaming revenue. The gross streaming revenue will be subject to certain deductions including refunds, processing costs, third party charges, payments to rights holders or deductions relation to content that is in violation of our terms. In addition, we will also deduct any Platform fee we notify you of from the gross streaming revenue.

We are not responsible for any issues you may have with Coil, or any other third party involved in the payment process. Any issues you encounter in receiving payments, once they have been correctly calculated, are between you and Coil or the relevant third party.

You are responsible for calculating, and account to the relevant authorities, any tax due on any revenue you receive form the Platform. We do not collect, withhold, or forward any tax payments on your behalf.

## Your legal rights

When you agree to pay for the paid for content, you will be able to access that paid for content immediately and that you acknowledge that this means you lose your right to cancel. You do not have the right to cancel your access once the automatic streaming of the digital content starts and are not entitled to a refund unless the digital content is faulty. You can stop streaming content at any time, and when you stop streaming, you stop paying.

If the digital content we make available is faulty, you are entitled for it to be fixed and if we cannot do this we will return some or all of your money.

If you receive a service we will repeat the service or if this is not possible return some or all of your money.

## Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user we exclude all implied conditions, warranties, representations or other terms that may apply to the Platform or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, the Platform or the use of or reliance on any content displayed on the Platform. In particular, we will not be liable for any loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

If you are a consumer user we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## General provisions

Both you and us each act on their own behalf and are responsible for their individual rights and obligations under these terms. Nothing in these terms should be regarded to establish any partnership or joint venture between us, or to constitute one party acting as an agent of the other.

The agreement entered under these terms is between you and us. No one else will have any rights under or in connection with it.

We may assign our rights and obligations under any contract between us and you to a third party. You may only do so if we have authorised such assignment in advance in wiring.

If a provision of the contract is held invalid or unenforceable by the court, the contract will remain in place with the relevant provision deemed amended to achieve its intended effect.

If we do not enforce our rights under the contract we should not be regarded as having waived them. We reserve the right to enforce them later and may do so at our convenience.

If we need to notify you or serve a notice to you we will do so by writing to the address or email address you gave us in your user account. If you need to notify us in writing or serve a notice to us, please send us a letter to our registered office address or email us at {{General\_Email}}.

These terms and any contract concluded under them shall be governed by the laws of {{Applicable\_Law}}. Each party agrees that the courts of {{Jurisdiction\_Law}} shall have the exclusive jurisdiction to settle any dispute or claim arising from or in connection with the contract concluded under these terms.