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## TERMS OF SERVICE

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## Terms of Service

### Our Terms of Service have been updated.

This summary is designed to help you understand some of the key updates we've made to our Terms of Service (Terms). We hope this serves as a useful guide, but please ensure you read the new Terms in full.

#### Welcome to YouTube!

This section outlines our relationship with you. It includes a description of the Service, defines our Agreement, and names your service provider. Key updates:

- Service Provider. Your service provider is now Google LLC.
- Policies. We have added a link to the [Policy, Safety and Copyright Policies](#), and our [Advertising on YouTube Policies](#), which all form part of the Agreement. These are the policies that underpin our [Community Guidelines](#), and we wanted to make sure to call out this detail to you upfront in our Terms.
- Affiliates. To ensure you understand exactly who we mean when we talk about our group companies, we've included a definition of our "Affiliates", meaning the companies in the Alphabet corporate group.

#### Who May Use the Service?

This section sets out certain requirements for use of the Service, and defines categories of users. Key updates:

- Age Requirements. We have stated the specific age requirements for your country, reflecting our [Google wide policies](#), and included a notice that, if you are a minor in your country, you must always have your parent or guardian's permission before using the Service.
- Parental Permission. We've added a section to explain your responsibility if you allow your child to use YouTube.
- Businesses. Our Terms now make clear that, if you are using the Service on behalf of a company or organisation, that business accepts this Agreement.

#### Your Use of the Service

This section explains your rights to use the Service, and the conditions that apply to your use of the Service. It also explains how we may make changes to the Service. Key updates:

- Google Accounts and YouTube Channels. We've provided details about which features of the Service can be accessed without a [Google account](#) or [YouTube channel](#), and which features require one.
- Your Information. We haven't made any changes to the way we treat your information. You can read about our privacy practices by reviewing the [Privacy Policy](#) and [YouTube Kids Privacy Notice](#). As a reminder, you can always review your privacy settings and manage your data and personalisation by visiting your [Google Account](#).
- Restrictions. We have updated this section to reflect our requirements around contests, and to include a prohibition on manipulating metrics.
- Service Changes. We have improved our Terms to be more transparent about why we might need to make changes to the Service, and provided a commitment to give you notice when those changes might affect you.

#### Your Content and Conduct

This section applies to users who provide Content to the Service. It defines the scope of the permissions that you grant by uploading your Content, and includes your agreement not to upload anything that infringes on anyone else's rights. Key updates:

- License. We've clarified the content license you grant us to make it easier to understand. We're not asking for additional permissions and there's no difference in how we're using your content.
- Duration. We have removed the right for YouTube to use your comments in perpetuity.
- Removals. We have included a [link](#) to the tools you will need to remove your content, as well as a clear description about why we might need to take down content, and how to [appeal removals](#).
- Analyzing Content. We may automatically analyze content on YouTube, to help detect abuse and keep the platform safe.

#### Account Suspension and Termination

This section explains how you and YouTube may terminate this relationship. Key updates:

- Terminations. Our Terms now include more details about when we might need to terminate our Agreement with bad actors. We provide a greater commitment to give notice when we take such action and what you can do to [appeal](#) if you think we've got it wrong. We've also added [instructions](#) for you, if you decide you no longer want to use the Service.

#### About Software in the Service

This section includes details about software on the Service. Key updates:

- Software Licences. We've made the software licence we grant you more specific, and included some details around open source.

### Other Legal Terms

This section includes our service commitment to you. It also explains that there are some things we will not be responsible for. Key updates:

- Our liability. We've made changes to the disclaimers and limitations of liability in the Terms.

### About this Agreement

This section includes some further important details about our contract, including what to expect if we need to make changes to these Terms; or which law applies to them. Key updates:

- Modifications. We want to give you the chance to review future material updates to these Terms.

Still have questions?

You can also find further details in our [Help Center](#).

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## Terms of Service

Dated: December 10, 2019

## Welcome to YouTube!

### Introduction

Thank you for using the YouTube platform and the products, services and features we make available to you as part of the platform (collectively, the "Service").

### Our Service

The Service allows you to discover, watch and share videos and other content, provides a forum for people to connect, inform, and inspire others across the globe, and acts as a distribution platform for original content creators and advertisers large and small. We provide lots of information about our products and how to use them in our [Help Center](#). Amongst other things, you can find out about [YouTube Kids](#), the [YouTube Partner Program](#) and [YouTube Paid Memberships and Purchases](#). You can also read all about enjoying content on [other devices like your television, your games console, or even Google Home](#).

### Your Service Provider

The entity providing the Service is Google LLC, a company operating under the laws of Delaware, located at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (referred to as "YouTube", "we", "us", or "our"). References to YouTube's "Affiliates" in these terms means the other companies within the Alphabet Inc. corporate group.

### Applicable Terms

Your use of the Service is subject to these terms, the [YouTube Community Guidelines](#) and the [Policy, Safety and Copyright Policies](#) (together, the "Agreement"). Your Agreement with us will also include the [Advertising on YouTube Policies](#) if you provide advertising or sponsorships to the Service or incorporate paid promotions in your Content.

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.

## Who may use the Service?

### Age Requirements

You may use the Service if you are at least 13 years old.

Children of all ages may use YouTube Kids (where available) if enabled by a parent or legal guardian.

### Permission by Parent or Guardian

If you are under 18, you must have your parent or legal guardian's permission to use the Service. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service. You can find tools and resources to help you manage your family's experience on YouTube in our [Help Center](#) and through Google's [Family Link](#).

### Businesses

If you are using the Service on behalf of a company or organisation, you confirm to us that you have authority to act on behalf of that entity, and that entity accepts this Agreement.

## Your Use of the Service

### Content on the Service

The content on the Service includes videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you, YouTube or a third party (collectively, "Content"). Content may be

provided to the Service and distributed by our users and YouTube is a provider of hosting services for such Content. Content is the responsibility of the person or entity that provides it to the Service. If you see any Content you believe does not comply with this Agreement, such as by violating the [Community Guidelines](#) or the law, you can [report it to us](#).

#### Google Accounts and YouTube Channels

You can use parts of the Service, such as browsing and searching for Content, without having a [Google account](#). However, you do need a Google account to use some features. With a Google account, you may be able to like videos, subscribe to channels, create your own YouTube channel, and more. You can follow these instructions to [create a Google account](#).

Creating a YouTube channel will give you access to additional features and functions, such as uploading videos, making comments or creating playlists. Here are some details about how to [create your own YouTube channel](#).

To protect your Google account, keep your password confidential. You should not reuse your Google account password on third-party applications. Learn more about [keeping your Google account secure](#), including what to do if you learn of any unauthorised use of your password or Google account.

#### Your Information

Our [Privacy Policy](#) explains how we treat your personal data and protect your privacy when you use the Service. The [YouTube Kids Privacy Notice](#) provides additional information about our privacy practices that are specific to YouTube Kids.

We will process any audio or audiovisual content uploaded by you to the Service in accordance with the [YouTube Data Processing Terms](#), except in cases where you uploaded such content for personal purposes or household activities. [Learn More](#).

#### Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and the law. You may view or listen to Content for your personal, non-commercial use. You may also show YouTube videos through the embeddable YouTube player.

The following restrictions apply to your use of the Service. You are not allowed to:

1. access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as specifically permitted by the Service; (b) with prior written permission from YouTube and, if applicable, the respective rights holders; or (c) as permitted by applicable law;
2. circumvent, disable, fraudulently engage with, or otherwise interfere with the Service (or attempt to do any of these things), including security-related features or features that: (a) prevent or restrict the copying or other use of Content; or (b) limit the use of the Service or Content;
3. access the Service using any automated means (such as robots, botnets or scrapers) except: (a) in the case of public search engines, in accordance with YouTube's robots.txt file; (b) with YouTube's prior written permission; or (c) as permitted by applicable law;
4. collect or use any information that might identify a person (for example, harvesting usernames), unless permitted by that person or allowed under section 3 above;
5. use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations (spam);
6. cause or encourage any inaccurate measurements of genuine user engagement with the Service, including by paying people or providing them with incentives to increase a video's views, likes, or dislikes, or to increase a channel's subscribers, or otherwise manipulate metrics;
7. misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
8. run contests on or through the Service that do not comply with [YouTube's contest policies and guidelines](#);
9. use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
10. use the Service to: (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content, other than those allowed in the [Advertising on YouTube](#) policies (such as compliant product placements); or (b) sell advertising, sponsorships, or promotions on any page of any website or application that only contains Content from the Service or where Content from the Service is the primary basis for such sales (for example, selling ads on a webpage where YouTube videos are the only content of value).

#### Reservation

Any right not expressly granted to you in this Agreement remains the right of YouTube or the respective rights holders. This means, for example, that using the Service does not give you ownership of any intellectual property rights in the Content you access (including any branding used on or displayed in the Service).

#### Changes to the Service

YouTube is constantly changing and improving the Service. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, change functionality and features, make changes to comply with law, or prevent illegal activities on or abuse of our systems. We will always consider and balance the impact of such changes on the use of the Service. Whenever reasonably possible, we will provide notice when we discontinue or make material changes to our Service that will have an adverse impact on the use of our Service. However, there will be times when we need to make such changes without notice, such as where we need to take action to improve the security and operability of our Service, prevent abuse, or meet our legal requirements.

#### Your Content and Conduct

## Uploading Content

If you have a YouTube channel, you may be able to upload Content to the Service. You may use your Content to promote your business or artistic enterprise. If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

## Rights you Grant

You retain all of your ownership rights in your Content. In short, what belongs to you stays yours. However, we do require you to grant certain rights to YouTube and other users of the Service, as described below.

## Licence to YouTube

By providing Content to the Service, you grant to YouTube a worldwide, non-exclusive, royalty-free, transferable, sublicensable licence to use that Content (including to reproduce, distribute, modify, display and perform it) for the purpose of operating, promoting, and improving the Service.

## Licence to Other Users

You also grant each other user of the Service a worldwide, non-exclusive, royalty-free licence to access your Content through the Service, and to use that Content (including to reproduce, distribute, modify, display, and perform it) only as enabled by a feature of the Service.

## Duration of Licence

The licences granted by you continue until the Content is removed as described below. Once removed, the licences will terminate, except where the operation of the Service, use of Content permitted before your removal, or the law requires otherwise. For example, removal of Content by you does not require YouTube to: (a) recall Content that is being used by other users within any limited offline viewing functionality of the Service; or (b) delete copies we reasonably need to keep for legal purposes.

## Removing Your Content

You may [remove your Content](#) from the Service at any time. You also have the option to [make a copy of your Content](#) before removing it. You must remove your Content if you no longer have the rights required by these terms.

## Removal of Content By YouTube

If we reasonably believe that any Content is in breach of this Agreement or may cause harm to YouTube, our users, or third parties, we may remove or take down some or all of such Content. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would violate the law or the direction of a legal enforcement authority, or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates. You can learn more about reporting and enforcement, including how to appeal on the [Troubleshooting](#) page of our Help Center.

## Copyright Protection

We provide information to help copyright holders manage their intellectual property online in our [YouTube Copyright Center](#). If you believe your copyright has been infringed on the Service, please [send us a notice](#).

We respond to notices of alleged copyright infringement according to the process in our [YouTube Copyright Center](#), where you can also find information about how to resolve a copyright strike. YouTube's policies provide for the termination, in appropriate circumstances, of repeat infringers' access to the Service.

# Account Suspension and Termination

## Terminations by You

You may stop using the Service at any time. You can also [delete the Service](#) from your Google Account, which involves closing your YouTube channel and removing your data, with the option to download a copy of your data first.

## Terminations and Suspensions by YouTube for Cause

YouTube may suspend or terminate your access, your Google account, or your Google account's access to all or part of the Service if: (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we reasonably believe there has been conduct that creates liability or harm to any user, other third party, YouTube or our Affiliates.

## Terminations by YouTube for Service Changes

YouTube may terminate your access, or your Google account's access to all or part of the Service if YouTube reasonably believes that its provision of the Service to you is no longer commercially viable.

## Notice for Termination or Suspension

We will notify you with the reason for termination or suspension by YouTube unless we reasonably believe that to do so: (a) would violate the law or the direction of a legal enforcement authority, or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates. Where YouTube is terminating your access for Service changes, where

reasonably possible, you will be provided with sufficient time to export your Content from the Service.

#### Effect of Account Suspension or Termination

If your Google account is terminated or your Google account's access to the Service is restricted, you may continue using certain aspects of the Service (such as viewing only) without an account, and this Agreement will continue to apply to such use. If you believe your Google account has been terminated in error, you can [appeal using this form](#).

## About Software in our Service

#### Downloadable Software

When the Service requires or includes downloadable software (such as the YouTube Studio application), you give permission for that software to update automatically on your device once a new version or feature is available, subject to your device settings. Unless that software is governed by additional terms which provide a licence, YouTube gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by YouTube as part of the Service. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by YouTube, in the manner permitted by this Agreement. You are not allowed to copy, modify, distribute, sell, or lease any part of the software, or to reverse-engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have YouTube's written permission.

#### Open Source

Some software used in our Service may be offered under an open source licence that we make available to you. There may be provisions in an open source license that expressly override some of these terms, so please be sure to read those licenses.

## Other Legal Terms

#### Warranty

We provide the Service with reasonable care and skill.

#### Disclaimer

By law, consumers have certain rights that cannot be excluded or altered by a contract. Nothing in this Agreement affects those rights you may have as a consumer. Other than as expressly stated in this Agreement or as required by law, YouTube does not make any specific promises about the Service. For example, we don't make any promises about: the Content provided through the Service; the specific features of the Service, or its accuracy, reliability, availability, or ability to meet your needs; or that any Content you submit will be accessible or stored on the Service.

#### Limitation of Liability

All users: Nothing in this Agreement is intended to exclude or limit any party's liability for: death or personal injury; fraud; fraudulent misrepresentation; or any liability that cannot be excluded or limited by law.

To the extent permitted by applicable law, YouTube and its Affiliates will not be responsible for:

1. losses that were not caused by YouTube or its Affiliates' breach of this Agreement;
2. any loss or damage that was not, at the time that this Agreement was formed between you and YouTube, a reasonably foreseeable consequence of YouTube or its Affiliates breaching this Agreement; or
3. the Content submitted by any user, or for the defamatory, offensive, or illegal conduct of any user.

Business Users only: If you are using the Service for the purpose of your trade, business, craft or profession, (a "Business User"), to the extent permitted by applicable law, the following limitations of liability will also apply:

1. YouTube and its Affiliates will not be responsible for lost profits, revenues, or data; loss of opportunity or anticipated savings; indirect or consequential losses, or punitive damages (in all cases whether such losses were foreseeable or not); and
2. YouTube and its Affiliates' total liability for any claims arising from or relating to the Service is limited to the greater of: (a) the amount of revenue that YouTube has paid to you from your use of the Service in the 12 months before the date of your notice, in writing to YouTube, of the claim and (b) €500, whichever is higher.

#### Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

## About this Agreement

#### Modifying this Agreement

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. YouTube will provide reasonable advance notice of any material modifications to this Agreement and the opportunity to review these changes. However, changes addressing newly available features of the Service or changes made for legal reasons may be effective immediately without notice. Changes will only apply going forward. If you do not agree to the modified terms, you should remove any Content you uploaded and discontinue your use of the Service.

#### Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: "Other Legal Terms", "About This Agreement", and the licenses granted by you will continue in limited cases as described under "Duration of License".

#### Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

#### Assignment

YouTube may transfer all or part of this Agreement to an Affiliate or, if YouTube is sold, to a third party.

#### No Waiver

If you do not comply with this Agreement and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as the right to take action in the future).

#### Governing Law

This Agreement, and your relationship with YouTube under this Agreement, will be governed by English Law, and legal disputes may be brought in the courts of England and Wales.

If mandatory local law prohibits a dispute under this Agreement from being resolved by the courts of England and Wales, disputes can be brought in your local courts. If mandatory local law prohibits a local court from applying English law to a dispute under this Agreement, that dispute will be resolved according to the laws of your country of residence.

Effective as of December 10, 2019 ([view previous version](#))



Language: English ▼

Location: Kenya ▼

Restricted Mode: Off ▼

History

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