# Yidio Terms of Use

Welcome! You may use the Web sites, software, services and media applications of Yidio provided that you agree to the following terms.

BY ACCESSING, USING OR REGISTERING FOR Yidio, YOU ARE SIGNIFYING ELECTRONICALLY THAT YOU AGREE TO ABIDE BY THE FOLLOWING TERMS.

**1. Please read these terms carefully.** These terms and any supplemental terms posted on Yidio govern your use of Yidio (collectively, the **"Agreement"** or **"Terms"** or **"Terms of Service"**. Yidio is provided by Yidio LLC and its affiliates (collectively, **"we"** or **"us"**). IN THIS AGREEMENT, YOU ARE CONSENTING TO THE TERMS OF OUR PRIVACY POLICY, YOU AGREE TO RECEIVE NOTICES AND TERMS ELECTRONICALLY, AND YOU AGREE TO RESOLVE ANY DISPUTES WITH US IN CALIFORNIA. Do not use Yidio if you do not agree to these terms. In this Agreement, we use the term **"Content"** to mean text, pictures, music, video, data and other content, and we use the term **"you"** to mean you and any individual or entity that uses or signs up for Yidio.

**2. We may modify this Agreement.** We may modify this Agreement at any time. You agree to review this Agreement periodically so that you will be apprised of any changes and to check for any notices we may provide regarding updates to the Agreement. We post the latest version of this Agreement located at <https://www.yidio.com/tos>. If you continue to use Yidio after we post or notify you about changes to the Agreement, you signify your acceptance of the new terms. If you disagree with any changes to the terms, you must discontinue your use of Yidio before the changes take effect.

**3. About the Service.** Yidio is a video search product designed for personal, entertainment and informational purposes only. Results shown on Yidio will include links to Content hosted and served from third party websites. Some Content and some of these sites may contain materials that are objectionable, unlawful, or inaccurate. By providing access to the Content or these links do not mean that we endorse the Content, these third party sites or services. You acknowledge and agree that we are not responsible or liable to you for any Content or other materials hosted and served from these third party sites. Yidio is a consumer service and is not designed to be used in connection with your, your employers' or contractors' commercial activities. If you choose to do so, it is entirely at your own, and your employer's or contractor's, risk.

**4. Children and Minors.** Yidio is intended for general audiences. Parents and guardians who permit their children to use Yidio should supervise such access to Yidio by minors and are responsible for ensuring that the Content is suitable for those children. Such Content may not specifically be intended to be accessed by children.

**5. Advertising.** You acknowledge and agree that Yidio is supported by advertising, and you agree that such advertising may be presented as part of the Yidio service. Any dealings that you have with advertisers found on Yidio are between you and the advertiser, and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

**6. Registration.** We and our affiliates may provide certain interactive or communications online services that may require you to obtain log-in and password credentials (**"User IDs"**). Registration for User IDs may be subject to separate terms and conditions, which you understand and agree will govern your use of such User IDs when you access Yidio.

We will open a registered user account for you when you complete your registration. You will select (or we may assign to you) a Screen Name that will be identified with your account. You will also be able to select a password to access your Screen Name. Your Screen Name and password are your credentials to give you access to the Services on Yidio. You must provide complete and accurate information about yourself. You must be legally competent to enter into contracts. You agree to keep this information up to date. You may not have a Screen Name that is vulgar, attempts to impersonate another person or violates the rights of others. We also may reject any Screen Name that we determine in our discretion is unacceptable for use on Yidio.

**7. Personal Information, Data Protection.** Our policy statement regarding data collection and protection located at <https://www.yidio.com/privacy> (**"Privacy Policy"**) explains the practices that apply to your information when you use Yidio. Your ongoing use of Yidio signifies your consent to the information practices disclosed in our Privacy Policy. You consent to the transfer of this information to and within the United States of America or such other countries as we may disclose from time to time for processing and storage by us. Additionally, you agree that we may use your User ID to authenticate you on any service provided by us or our affiliates.

**8. Your Responsibilities.** Yidio is for your personal use only and you agree that you are responsible for your use of the site and for any posts you make. You are responsible for all activities under your account, including all legal liability incurred from the use of your account by you or others. You will use Yidio for lawful purposes only. You agree that you will not access or submit material or use Yidio or its Content, or otherwise engage in any conduct that:

* violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
* is unlawful;
* uses technology or other means to access Yidio or Content that is not authorized by Yidio;
* use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access Yidio or Content;
* attempts to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
* attempts to gain unauthorized access to our computer network or user accounts;
* encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
* violates this Agreement, guidelines or any policy posted on Yidio;
* attempts to damage, disable, overburden, or impair our servers or networks; or
* interferes with any other party's use and enjoyment of Yidio.

You agree that we may take any legal and technical remedies to enforce this Agreement, including without limitation, immediate termination of your account or access to any Yidio service if we believe in our discretion you are violating this Agreement.

**9. No Spam.** You may not use Yidio to harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use Yidio to violate the terms of this section. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing or remaining within our computer or communications networks.

**10. Monitoring; violations.** We have no duty to monitor or pre-screen Content on Yidio. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material. Violation of this may result in actions, without warning, that range from removal of Content, to suspension of access, to deletion of your User ID and account, to legal action in our sole discretion.

**11. Proprietary Rights.** As between you and Yidio, Yidio, its affiliates, parent, licensors, suppliers, and various Content owners, own the property rights to Yidio and any Content offered through Yidio. Yidio and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by Yidio or the owner of the Content.

**12. Our license to you.** We grant you a personal, non-exclusive, non-transferable, limited and revocable license to use Yidio subject to the terms of this Agreement. You may not use Yidio in a manner that exceeds the rights granted for your use of the service and its Content. Without limitation of the foregoing, you may not engage in unauthorized copying or distribution of the Content or creating an unauthorized derivative work. You may not circumvent any mechanisms for preventing the unauthorized reproduction or distribution of the Content or Yidio service. Your license terminates immediately upon cancellation or termination of your Yidio or if we believe you are in violation of this Agreement.

**13. Procedure for making claims of copyright infringement.** We respect the intellectual property of others. If you believe that your work has been copied and is accessible on Yidio in a way that constitutes copyright infringement, please follow the instructions on how to contact us to report possible copyright infringement. It should again be noted that Yidio does not host any content on its servers or network, it is simply a list of links to content that is available all over the internet on a large range of video hosting and broadcasting network sites. Content owners must understand that by having a listing removed from Yidio they will not be removing the actual source video from the 3rd party site. Content owners must contact the video hosting site themselves to request removal.

In accordance with the Digital Millennium Copyright Act of 1998 (the text of which may be found on the U.S. Copyright Office website at http://lcweb.loc.gov/copyright/), Yidio will respond expeditiously to claims of copyright infringement that are reported to Yidio's designated copyright agent identified below. If you are a copyright owner, or are authorized to act on behalf of an owner of the copyright or of any exclusive right under the copyright, and believe that your work has been copied in a way that constitutes copyright infringement, please report your notice of infringement to Yidio by providing Yidio's designated copyright agent listed below with the following information:

1. A Physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest.

2. A description of the copyrighted work that you claim has been infringed, or if there are multiple works, a representative list of the works. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a file infringes your copyrights.

3. A description of the material that you claim is infringing and information sufficient to establish where it is located on the website, which information should include the complete URL associated with each file, image or video. To delete files from Yidio's index, Yidio requires an accurate means by which to identify potentially infringing files.

4. Your 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 by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Yidio's Copyright Agent for notice of claims of copyright infringement can be reached as follows: Copyright Agent copyright [at] yidio.com

YIDIO RESERVES THE RIGHT TO REMOVE CONTENT IN ITS DISCRETION AND TERMINATE THE ACCOUNTS OF YIDIO USERS WHO REPEATEDLY INFRINGE, OR APPEAR TO INFRINGE, THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF THIRD PARTIES.

**14. Equipment and access.** You must provide at your own expense the equipment and Internet connections that you will need to access and use Yidio. If you are accessing Yidio through a telephone line, please call your local phone company to determine if the access numbers you select are subject to long distance or other toll charges at your location. Also, if you elect to use your wireless applications (such as cell phones, wifi connections) to use certain Yidio features, including any Yidio mobile applications, your wireless carrier may charge standard fees for alerts, text messaging (including receiving/sending instant messages and e-mail), web browsing and other services that require the use of airtime and wireless data services. Check with your carrier to verify whether there are any such fees that may apply to you. You are solely responsible for any costs you incur to access Yidio through any wireless or other communications service. If you register to use any Yidio mobile applications, you agree that we may communicate with you regarding Yidio by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the mobile services may be communicated to us.

**15. Use of software.** If we may make software available for you to download or use. Such software will be subject to the terms of the license agreement that accompanies it. If there is no license agreement presented to you with the software, then the terms in this Section 15 shall govern your use of such software. We grant you a personal, non-exclusive, non-transferable, limited license to install the software on any single computer. The software is protected by copyright and other intellectual property laws and treaties and is owned by us or our suppliers. You may not sell or redistribute the software. You may not incorporate it or any portion of it into another product. You may not reverse engineer, decompile, or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law). You may not modify, adapt, or create derivative works from the software in any way or remove proprietary notices in the software. You agree to abide by all laws and regulations in effect regarding your use of the software. You may not authorize or assist any third party to do any of the things prohibited in this section. We may automatically check your version of the software and update it to improve its performance and capabilities. If you shut down the software during an automatic update or otherwise interfere with the installation of the update, the software may be damaged and/or cease to operate.

**16. Payment.** For any products offered for a fee, you agree to pay all charges for purchases that you make from us, including all applicable taxes, fees and surcharges. You agree to abide by any terms that will apply to purchases or subscriptions. You must select a payment method to pay us for all charges. If you use a credit card or other electronic payment process, you must give us accurate billing and payment information and keep this information up-to-date in the "My Account" or "Billing" section of the applicable fee-based service. We will bill you through the payment method that is associated with your account. If you use a credit card or other electronic payment method, you authorize us to charge your designated payment method for these charges and to retain information about the payment method associated with your account. If we do not receive payment from your designated payment method, you agree to pay all amounts due upon demand by us. Each time you use a for-fee service with Yidio, you reaffirm that (i) we are authorized to charge your designated payment method; (ii) we may submit charges incurred under your account for payment; and (iii) you will be responsible for such charges, even if your account is canceled or terminated.

**17. DISCLAIMER OF WARRANTY; AS IS.** WE PROVIDE YIDIO "AS IS" AND WITH ALL FAULTS. YOU ARE USING YIDIO AT YOUR OWN RISK. WE, OUR LICENSORS AND DISTRIBUTORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT YIDIO IS FREE OF DEFECTS AND ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT ALL DATA WILL BE SUCCESSFULLY OR SECURELY UPLOADED AND STORED ON YIDIO, OR THAT IT WILL MEET YOUR REQUIREMENTS. WE DISCLAIM THE IMPLIED WARRANTIES THAT YIDIO IS MERCHANTABLE, OF SATISFACTORY QUALITY, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGING, UNLESS SUCH IMPLIED WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. FURTHER, WE, OUR LICENSORS AND DISTRIBUTORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF YIDIO IN TERMS OF ITS CORRECTNESS, ACCURACY, PROFITABILITY OF THE SERVICE, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

**18. LIMITATION OF LIABILITY.** WE, OUR LICENSORS AND DISTRIBUTORS HAVE NO LIABILITY WITH RESPECT TO YOUR USE OF YIDIO. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR PARENT, AFFILIATES, DIRECTORS, EMPLOYEES, DISTRIBUTORS, LICENSORS, SUPPLIERS, PARTNERS, AGENTS OR RESELLERS (COLLECTIVELY, THE "YIDIO GROUP") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE YIDIO, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, CORRUPTION OF DATA, COMPUTER FAILURE OR MALFUNCTION. YOUR SOLE REMEDY WITH RESPECT TO ANY DISPUTE WITH US OR YIDIO IS TO CANCEL YOUR USE OF YIDIO.

**19. Termination.** We may cancel or suspend your access to Yidio or your User ID account immediately, without notice, for any reason, including without limitation, if there has been a violation of this or if you have failed to pay any fees for purchases that you make from us. Your right to use Yidio will end once your services are cancelled or terminated, and any data you have stored on Yidio, if any, may be unavailable later. If you have subscribed to any fee-based service, you remain responsible for paying any amounts owed on your account at the time your fee-based service and/or account is terminated or cancelled. If you are participating in any free promotional offer for accessing a fee-based service, you must cancel such service before the end of the free trial period to avoid incurring charges. Certain fee-based services may require cancellation charges, and you will pay all cancellation charges specified to you at the time you register for the service.

**20. Indemnification.** Upon a request by us, you agree to defend, indemnify, and hold harmless us and our parent and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of Yidio arising out of the contents you submit, e-mail, transmit or make available through Yidio, your violation of these Terms of Service, or your violation of any rights of another user of Yidio. YOU RECOGNISE THAT IN MANY JURISDICTIONS, PUBLISHING OF CERTAIN TYPE OF MATERIAL INVITES CRIMINAL SANCTIONS. YOU ACKNOWLEDGE THAT YOU ALONE SHALL PERSONALLY BE RESPONSIBLE FOR SUCH CRIMINAL SANCTIONS, SHOULD THEY BE IMPOSED. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

**21. International use.** We make no representation that Yidio is appropriate or available for use in the country, geographic area or jurisdiction where you are located, and accessing Yidio from territories where the Content accessed via the Yidio services may be illegal or is prohibited. You are responsible for compliance with local laws when you access and use Yidio.

**22. U.S. GOVERNMENT END-USERS.** Yidio and any software products offered with Yidio are a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial software" and "commercial computer documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b) (2) (June 1998) and 48 C.F.R. 227.7202, all end users, including U.S. Government end users acquire Yidio software products with only those rights as set forth herein.

**23. Electronic transactions and notices.** You understand and agree that Yidio is an online service and that we transact with our customers electronically. Your affirmative act of accessing and using Yidio constitutes your acceptance to the terms of this Agreement. This Agreement shall have the same force and effect as an agreement in writing. You further agree to receive all required notices ("Notices") from us electronically. WE MAY PROVIDE NOTICES TO YOU ELECTRONICALLY (1) VIA THE E-MAIL IF YOU HAVE PROVIDED US OR (2) BY POSTING THE NOTICE ON A WEBSITE DESIGNATED BY US FOR THIS PURPOSE. The delivery of any Notice is effective when sent or posted by us, regardless of whether you read the Notice or actually receive delivery. You can withdraw your consent to receive Notices electronically by discontinuing your use of Yidio.

**24. Injunctive relief.** You acknowledge and agree that, notwithstanding any other provisions of this Agreement, your breach or threatened breach of this Agreement shall cause us irreparable damage for which recovery of money damages would be inadequate and that we, therefore, may obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.

**25. No support.** We have no obligation to provide support services for Yidio, although we may do so in our sole discretion.

**26. Jurisdiction; Venue.** You agree that the laws of the State of California, United States of America, govern this Agreement and any claim or dispute that you may have against us, without regard to California's conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. You further agree that any disputes or claims that you may have against us will be resolved by a court located in the State of California, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF CALIFORNIA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF CALIFORNIA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

**27. Miscellaneous.** (a) This Agreement constitutes the entire agreement between you and us concerning the subject matter of this Agreement, which may only be modified by us. (b) This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (c) If any part of this Agreement is held invalid or unenforceable, that part shall be construed to reflect the parties' original intent as nearly as practicable, and the remaining portions remain in full force and effect, or we may at its option instead terminate this Agreement. (d) The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only. (e) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (f) You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. We may assign this Agreement to any entity at its sole discretion. (g) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. (h) Neither party shall be in default or be liable for any delay, failure in performance or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. (i) Sections 7-11, 13, 14 and 17 through 28 shall survive expiration or termination of this Agreement.

Last Updated: 27 October 2009