* IMPORTANT - PLEASE READ CAREFULLY PRIOR TO USING FAMILY VIDEO TREE - BY ACCESSING THE FAMILY VIDEO TREE SITE, OR AVAILING YOURSELF OF ITS SERVICES AND FUNCTIONALITY, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD IMMEDIATELY TERMINATE YOUR USE OF THE FAMILY VIDEO TREE SITE AND ITS SERVICES.

Welcome to FAMILY VIDEO TREE! Since we believe in making sure our users understand FAMILY VIDEO TREE throughout their experience, we believe it is important for you to read and understand these Terms of Service. The FAMILY VIDEO TREE solutions are owned and operated by FAMILY VIDEO TREE Inc. ("FAMILY VIDEO TREE "). These Terms of Service apply to your access to, and use of, FAMILY VIDEO TREE, your use of any video, digital media, media hosting services, other services provided on or through FAMILY VIDEO TREE (the "Services"), and to your purchase of any products ("Products") from FAMILY VIDEO TREE. These Terms of Service DO NOT, in any way, alter the terms or conditions of any other agreement you may have with FAMILY VIDEO TREE, except in the case of an express conflict between any such terms and conditions in which case the terms of such other agreement will control. Your use of FAMILY VIDEO TREE and the Services and your purchase of Products are expressly conditioned upon your agreement to these Terms of Use. You consent to FAMILY VIDEO TREE communicating with you about FAMILY VIDEO TREE, the Products and the Services by email and/or system messages, and if deemed necessary by FAMILY VIDEO TREE, by regular mail or telephone. FAMILY VIDEO TREE reserves the right to change any provision of these Terms of Service, and any other terms, policies or guidelines governing your use of the Site, at any time in its sole discretion. Such changes will be effective immediately upon posting such revisions on the Site. FAMILY VIDEO TREE will indicate at the top of these Terms of Service the date on which they were last updated and may, but need not, send a notice to the primary email address specified in your account. Your continued use of this Site and the Services, and the purchase of any Products, following the posting of such changes will confirm your acceptance thereof.

* INTRODUCTION;
* LEVELS OF SERVICES

FAMILY VIDEO TREE is about making it easy to take, share, view and manage share raw, unedited video and edited video. FAMILY VIDEO TREE currently offers a free minimum model of service. Services may be offered by FAMILY VIDEO TREE itself, or by one or more third party partner/service providers selected from time to time by FAMILY VIDEO TREE. Unless otherwise stated, these Terms of Service apply to all Services. All content and additional or replacement services made available through the FAMILY VIDEO TREE Site that were not made available as of the "Last Updated" date above shall automatically be deemed to be part of the "Services" when first made available through the FAMILY VIDEO TREE Site. USE OF SERVICE Subject to and expressly conditioned upon your continuous compliance with the terms and conditions within these Terms of Service, FAMILY VIDEO TREE grants you a limited, non-exclusive, fully revocable license to utilize the Site, avail yourself of the Services and purchase Products so long as (1) you are of legal age to form a binding contract and (2) you are not barred from using the Site, receiving any Services and/or purchasing any Products under the laws of the United States. In order to access and/or use the Service, you may be required to provide current accurate identification, contact and other information as part of the registration process and/or continued use of the Site and the Services, and you will be solely responsible for maintaining the accuracy and completeness of such information. You may also be provided with an account username, password and/or email address to access or use the Services, or to enable another to access, use and modify your account (the "Account Information"). You are responsible for all activities that occur under your account whether by you or by others, including activities of others to whom you have directly or indirectly provided your Account Information. You agree to immediately notify FAMILY VIDEO TREE upon becoming aware of any unauthorized use of your Account Information, account or any other breach of security. FAMILY VIDEO TREE will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account Information secure, and you agree to hold FAMILY VIDEO TREE harmless for the foregoing. You are solely responsible for obtaining all equipment and telecommunication services necessary to access the Site and the Services, and for all the fees associated therewith (such as computing devices, mobile devices and Internet service provider and airtime charges).

* PRIVACY

Please refer to the Site's Privacy Policy for information on how we collect, use and disclose personal information from users of the Site. You understand and agree that FAMILY VIDEO TREE stores and processes your personal information on computers located in the United States.

* YOUR USE OF USER INFORMATION

In the event that you at any time obtain access to any FAMILY VIDEO TREE user information, whether directly from FAMILY VIDEO TREE or otherwise, including user names and email addresses (collectively, "User Information"), you agree that you will not use any such User Information in any manner except as may be specifically authorized by FAMILY VIDEO TREE to carry out the purpose for which such User Information was provided. Without limiting the foregoing, you may not share any User Information with any third parties or use it for any marketing purposes of any kind. Further, you agree not to use such User Information in any manner that would be in violation of FAMILY VIDEO TREE’s Privacy Policy or applicable law. In no event will FAMILY VIDEO TREE be obligated to provide you with any such User Information. You agree that this provision shall apply both during and after the term of your use of the Site and the Services, and you agree to hold FAMILY VIDEO TREE harmless for any violation by you of the foregoing obligations.

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* ACCOUNTS

Certain activities on the Site require you to register and create an account. In order to create an account, you must be 18 years of age or older. By registering, you represent and warrant that you are over 18 and that all Account Information you provide is complete and accurate. In addition, you must be at least 13 to access the Site. By accessing the Site, you represent either that (1) you are 18 years of age or older and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms, and to abide by and comply with these Terms, or (2) you are 13 years of age or older and have obtained a parent's or legal guardian's consent to access the Site. The Company is committed to complying with the Children's Online Privacy Protection Act of 1998. FAMILY VIDEO TREE reserves the right to refuse service to anyone at any time, with or without cause, in its sole discretion. You agree to keep your registered email addresses and other Account Information current and complete as FAMILY VIDEO TREE may send important notices about your account or the Services to that email account. In order to cooperate with applicable legal requirements, governmental requests, subpoenas or court orders, to protect FAMILY VIDEO TREE 's systems and users, or to ensure the integrity, continuity and quality of FAMILY VIDEO TREE 's business and operations, FAMILY VIDEO TREE may access and disclose any information from your account it considers necessary or appropriate, including, without limitation, Account Information, User Information, User Content, IP addressing and traffic information and usage history. You consent to such disclosure and agree that FAMILY VIDEO TREE 's right to disclose any such information as described above shall govern over any contrary terms in any agreement or policy of FAMILY VIDEO TREE. For information regarding other ways that FAMILY VIDEO TREE may use or disclose your Account Information, please see the FAMILY VIDEO TREE Privacy Policy.

* ACCOUNT SECURITY

You are solely responsible for maintaining the confidentiality of your the password associated with your account and for restricting access to your password and to your computer while logged into the Site. You accept responsibility for all activities that occur under your account or from your computer, and you agree to hold FAMILY VIDEO TREE harmless with respect to such activities. FAMILY VIDEO TREE endeavors to use reasonable security measures to protect against unauthorized access to your account. FAMILY VIDEO TREE cannot, however, guarantee absolute security of your account, your User Content or the personal information we collect, nor can FAMILY VIDEO TREE guarantee that its security measures will prevent third-party "hackers" from illegally accessing the Site or its contents. You agree to immediately notify FAMILY VIDEO TREE of any unauthorized use of your account or password, or any other breach of security, and to accept all risks of unauthorized access to the Account Information and any other information you provide to FAMILY VIDEO TREE.

* TERMINATION OF INACTIVE ACCOUNTS

Any free account may be terminated and/or deleted from the system by FAMILY VIDEO TREE in its sole discretion if it remains inactive for a period of one hundred twenty (120) or more days. Being "active" means visiting the site and signing in. FAMILY VIDEO TREE may, but need not, attempt to send you an email before it takes one of the foregoing actions.

* INTERRUPTIONS OR

DISCONTINUATION OF SERVICES

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* SEVERABILITY

If any provision of these Terms of Use shall be deemed invalid, unlawful, void or for any reason unenforceable, that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.