**Streambed Media Terms Of Service**

Welcome to Streambed!

By accessing or using our application(s), API(s), website or other services, or otherwise agreeing to these Terms of Service, you agree to be bound by these Terms. Collectively, these Terms of Service, any additional terms, terms within any accompanying documentation, and any applicable policies and guidelines shall be referred to as the “Terms.”

You agree to comply with the Terms, and you further agree that the Terms control your relationship with us. You may not access or use our Services in any manner that violates any of the Terms.

If you are accepting these Terms on behalf of a company or other entity, you represent that you have the authority to, and do hereby, bind such entity by these Terms, and references to “you” or “your” will refer to such entity. If you do not have such authority, or if you do not agree with these Terms, you must not accept these Terms and neither you nor such entity may use the Service.

Under these Terms, references to “Company,” “Streambed,” “we,” “us,” and “our” refer to Streambed Media, Inc., a Delaware corporation, and references to the “**Services**” refer to the online service(s) accessed by you and made available by us, including our application(s), API(s), website(s) and other services.

**Section 1: Account and Registration**

a. Acceptance of Terms

You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Streambed, or (b) you are a person barred from using or receiving the Services under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the Services.

b. Registration

In order to access the Services you may be required to provide certain information (such as identification or contact details) as part of the registration process for the Services, or as part of your continued use of the Services. Any registration information you give to Streambed will always be accurate and up to date and you agree to inform us promptly of any updates.

**Section 2: Using The Services**

a. Compliance with Law, Third Party Rights, and Other Streambed Terms of Service

You will comply with all applicable laws, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the Services to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Streambed, or its affiliates or partners.

b. Permitted Access

You will only access (or attempt to access) the Services by the means described in the documentation of the respective application, API, website or service. You will not misrepresent or mask either your identity or the identity of your websites or apps when using the Services.

c. Ownership

By using the Services, you do not acquire ownership of any rights in the Services or any content that is accessed through the Services.

d. Third party services.

The Services may contain or provide links to, or otherwise interact with, applications, APIs, websites or services offered by third parties, including social media sites and services. When you access third-party applications, APIs, websites or services, you do so at your own risk, as Streambed does not control or endorse those sites. To the extent that you use the Services to post content to or through such third-party applications, APIs, websites or services, you agree to any applicable third-party terms of use or terms of service governing those applications, APIs, websites or services, which may supersede these Terms.

**Section 3: Prohibitions and Confidentiality**

a.  Prohibitions

When using the Services, you may not (or allow those acting on your behalf to):

i. Perform an action with the intent of introducing to Streambed products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.

ii. Defame, abuse, harass, stalk, or threaten others.

iii. Interfere with or disrupt the Services or the servers or networks providing the Services.

iv. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.

v. Reverse engineer or attempt to extract the source code from the Services or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

vi. Use the Services for any activities where the use or failure of the Services could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).

vii. Remove, obscure, or alter any Streambed terms of service or any links to or notices of those terms.

ix. Attempt to circumvent any measures employed to limit access to any part of the Services, or attempt to access any feature or area that you are not authorized to access.

x.  Develop or use any third-party applications that interact with the Services without our prior written consent, including any scripts designed to scrape or extract data, or intercept any system data, personal information, or other data.

xi. Obtain or exploit any private or personal information of a third party without such third party’s consent;

xii. Engage in any activity that may harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise.

xiii. Use or attempt to use another user’s account without authorization.

b. Confidential Matters

Our communications to you may contain Streambed confidential information. Streambed confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Streambed’s prior written consent. Streambed confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Streambed confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

**Section 4: Content**

a. Content Accessible Through the Services

The Services may contain or provide access to third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the party that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Further, content accessible through the Services may be subject to intellectual property rights and Streambed makes no representations or warranties about any third party intellectual property rights. Your access to the content provided by or through the Services may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

b. Submission of Content

Some of our Services allow the submission of content, including submission of content in order for that content to be published to certain social media platforms. Streambed does not acquire any ownership of any intellectual property rights in the content that you submit on or through the Services, except as expressly provided in these Terms. You are solely responsible for all content that you provide on or through the Services. By submitting, posting, publishing or otherwise providing any content on or through the Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right and license to use the content in connection with the Services, which may include the right to host, store, reproduce, distribute, publish, transmit, publicly perform, and publicly display the content, in any and all media now known or later developed. You represent and warrant that: (i) you own or otherwise control all of the rights to the content necessary to allow you to submit the content for use in connection with the Services; and (ii) use of the content in connection with the Services will not violate these Terms and will not violate any right of, or cause injury to, any person or entity.

Streambed does not endorse or make any representations or warranties of any kind with respect to any content submitted by you or any other user and/or any statements, ideas, advice or opinions communicated on, or in connection with the Services by any user and/or third party, whether with respect to accuracy, completeness, truthfulness, reliability or otherwise. You acknowledge that any use of or reliance on any content submitted by any user or third party and/or on any such statements, ideas, advice or opinions is solely at your own risk. You further acknowledge that Streambed has no obligation to review or screen any content submitted by you or any other user, and that by using the Services, you may be exposed to content that is inaccurate, misleading, offensive or otherwise objectionable.

We reserve the right, but have no obligation, to monitor and/or review any and all user content and/or communications transmitted on or through our Services, to enforce or investigate potential violations of these Terms or our other policies or agreements with users, to detect, prevent or otherwise address fraud, security or technical issues, or to otherwise administer, improve or operate the Services and/or customer support, without notice or liability, at any time at our sole discretion. We also reserve the right to access, preserve and disclose any information if we believe it is reasonably necessary to: (i) respond to claims against us or comply with any law, regulation, legal process or governmental request; (ii) enforce or administer these Terms or our other policies or agreements with Users; (iii) conduct customer support, or detect, prevent or otherwise address fraud, security or technical issues; or (iv) protect or enforce the rights, property or safety of Streambed, you, or others. We reserve the right to remove or refuse to display any user content on the Services, in whole or part, if we believe that such content may violate these Terms, the law or any third-party rights, or for any other reason, without notice or liability, at any time at our sole discretion.

c. Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, you will not, and or others acting on your behalf to, do the following with content returned from the Services:

i. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

ii. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

iii. Misrepresent the source or ownership; or

iv. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

**Section 5: Trademarks; Attribution**

a. Streambed Trademarks

"Streambed Trademarks" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Streambed. All other trademarks, registered trademarks, product names and company names or logos mentioned through our services are the property of their respective owners. These Terms, and the use of the Services, shall not grant you any right, title, or interest in or to the Streambed Trademarks.

**Section 6: Privacy and Copyright Protection**

a. Streambed Privacy Policies

By using the Services, Streambed may use submitted information in accordance with our privacy policy.

b. Streambed DMCA Policy

We provide information to help copyright holders manage their intellectual property online, but we can't determine whether something is being used legally or not without their input. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Streambed’s policy about responding to notices the DMCA policy page.

**Section 7: Termination**

a. Termination

You may stop using the Services at any time with or without notice. Further, if you want to terminate the Terms, you must provide Streambed with prior written notice and upon termination, cease your use of the Services. Streambed reserves the right to terminate the Terms with you or discontinue the Services or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

b. Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to the Services, you will immediately stop using the Services.

c. Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 3b, 4, 7, 8, and 9.

**Section 8: Liability for the Services**

a. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER STREAMBED NOR ITS PARTNERS OR AFFILIATES MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.

WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

b. LIMITATION OF LIABILITY

EXCEPT FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, BREACHES OF OBLIGATIONS UNDER SECTION 3.B (CONFIDENTIALITY): (A) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES; AND (B) NEITHER PARTY’S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL EXCEED ONE THOUSAND DOLLARS ($1,000), EXCEPT FOR LICENSEE’S LIABILITY UNDER SECTION 8.C (INDEMNIFICATION) OF THIS AGREEMENT, WITH RESPECT TO WHICH YOUR LIABILITY SHALL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000), EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE.

c. Indemnification

Unless prohibited by applicable law, if you are a business, you will defend and indemnify Streambed, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any third-party allegation or third-party legal proceeding to the extent arising from:

i.  your misuse of the Services;

ii. your violation of the Terms; or

iii. any content or data routed into or used with the Services by you or your employees.

**Section 9: General Provisions**

a. Modification

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to the Services. You should look at the Terms regularly. We will post notice of modifications to the Terms to this website. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. However, changes addressing new functions or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for the Services, you should discontinue your use of the Services. Your continued use of the Services constitutes your acceptance of the modified Terms. However, this section will not apply to any amendments or modifications to these Terms that have been signed by both parties. Such amendments or modifications may only be changed via a document signed by both parties.

b. General Legal Terms

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and Streambed does not take action right away, this does not mean that Streambed is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Streambed relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact Streambed, please visit our [contact page.](https://gfycat.com/partners)

Except as set forth below: (i) the laws of New York, U.S.A., excluding New York’s conflict of laws rules, will apply to any disputes arising out of or related to the Terms and the Services and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICES WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF NEW YORK COUNTY, NEW YORK, USA, AND YOU AND GFYCAT CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If you are accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the Services. Solely to the extent permitted by United States Federal law: (i) the laws of the New York (excluding New York's conflict of laws rules) will apply in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN NEW YORK COUNTY, NEW YORK.

If you are accepting the Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties agree to remain silent regarding governing law and venue.