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Website Terms and Conditions of Use and Agency Agreement

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TERMS AND CONDITIONS OF USE OF WEB SITE

This web site, Rumble.com (the "Rumble Site"), is operated by Rumble Inc. ("Rumble"). Rumble is a user-generated video content agency that provides a video exchange, video hosting platform and video player. Rumble provides access to user-generated videos and other content ("Content") via the Rumble Site, via the Rumble video player application (the "Rumble Player") and otherwise, including through syndication (collectively, the "Rumble Service"), under certain terms and conditions as set forth below.

ACCEPTANCE OF THESE TERMS AND CONDITIONS THROUGH USE

By using the Rumble Service, you signify your agreement to all terms, conditions, and notices contained or referenced herein (the "Terms of Use"). Rumble reserves the right, in its discretion, to update or revise the Terms of Use. Please check the Terms of Use periodically for changes. Your use of the Rumble Service subsequent to the posting of any change(s) to the Terms of Use will be deemed your acceptance of such change(s).

RESTRICTION ON USE OF THE CREATORS COMMENTS, LIVE CHAT & FORUM

Rumble may from time to time offer an online forum, live chat and comments for "Creator Discussions" (the "Forum") where users of the Rumble Service and creators of Content may discuss matters pertaining to the Content and/or the Rumble Service. Your participation in Comments or the Forum is entirely voluntary. As participation may occur in real time and therefore you or others may post something to comments or the Forum that has not been edited, censored or otherwise controlled by Rumble. Notwithstanding the foregoing, Rumble reserves the right to monitor messages in Comments and the Forum and to remove messages which Rumble in its sole discretion determines to be undesirable, inciting violence, harmful, offensive or otherwise in violation of these Terms of Use.



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1. You may not post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person or entity. You may not post or transmit any message, file, image or program which is indecent, obscene or pornographic.
2. You may not post or transmit any message that would violate the rights of others, including but not limited to the unauthorized use, publication or disclosure of copyrighted materials, trade secrets or other confidential or proprietary information.
3. You may not post anything that uses trade marks or service marks in an infringing fashion.
4. You may not interfere with another user's use or the functionality of the Forum.
5. You may not post or transmit any message which is abusive, inciting violence, harassing, harmful, hateful, anti-semitic, racist or threatening.
6. You may not post or transmit any messages pertaining to charity requests, petitions for signatures, requesting donations, relating to pyramid schemes, or pertaining to the manipulation of the Rumble Service.
7. You may not post or transmit any advertising or any other solicitation of other users of the Forum for goods or services other than the Rumble Service.
8. You may not use the Forum to conduct or solicit the performance of any illegal activity or other activity which infringes the rights of others.

You also agree that you will not harvest or collect information about users of the Forum or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications. Without limiting the generality of the foregoing, you further agree that you will not knowingly solicit or collect personal information from a child 18 years old or younger.

LINKS AND THIRD-PARTY SITES

The Rumble Service may provide third-party search facilities, such as Google searches, and thereby produce third party advertisements and/or third party search results., The Rumble Services and/or Content may otherwise link to third-party sites on the Internet that are not operated or controlled by Rumble ("Third-Party Site(s)"). Rumble is not responsible for the content of Third-Party Sites. Products and services on Third-Party Sites are the sole responsibility of each individual vendor or operator of such Third-Party Site. The inclusion and/or availability of such links to Third-Party Sites does not imply endorsement of such Third-Party Sites or any content, information, material, products



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concerning;

1. the information, software or other material appearing on, or accessible through, any Third-Party Site (including without limitation, any advertisement for products or services on any Third-Party Site);
2. the performance or operation of any Third-Party Site (including, without limitation, any transactions initiated or conducted through any Third-Party Site, any taxes associated therewith and any use by third-parties of user credit card information);
3. any products or services advertised or sold on or through any Third-Party Site (including, without limitation, the quality, safety and legality of such products or services or the sale thereof);
4. the sellers of any products or services advertised or sold on or through any Third-Party Site; or
5. the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such Third-Party Sites.

If you decide to access any of the Third-Party Sites, you do so entirely at your own risk. If you are accessing a Third-Party Site through a link via the Rumble Service, you are advised to read any terms of use and privacy policy of such Third-Party Site before you use such Third-Party Site.

You understand, acknowledge, and agree that where the Rumble Player is licensed for use by a third-party, such third-party may be using the Rumble Player for certain purposes or to display certain content, that is not content owned, controlled, distributed, authorized or endorsed by Rumble.

PROPRIETARY RIGHTS AND RESTRICTIONS

You acknowledge and agree that all Content and materials available on the Rumble Site and/or available through the Rumble Service are protected by one or more of intellectual property rights: copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary rights, and that their use is restricted by the terms of this Agreement and applicable statutory and common laws.

Rumble, Rumble.com, the Rumble Player, and Rumble product and service names are trademarks and/or service marks of Rumble Inc. (the "Rumble Marks") and are owned exclusively by Rumble. You will not display or use the Rumble Marks, in any manner that would constitute infringement of Rumble's rights, without Rumble's prior permission.



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Systematic retrieval of data or Content from the Rumble Service to create or compile, directly or indirectly, a collection, compilation, library, database or directory without prior written permission from Rumble is prohibited. The use of Content or materials appearing on or via the Rumble Service for any purpose not expressly permitted in these Terms of Use is prohibited.

GENERAL RUMBLE PLAYER LICENSE TERMS

Use of the Rumble Player is subject to any applicable license agreements for use of the Rumble Player.

Subject to any applicable license agreements which replace and/or supersede these general license terms with respect to the use of the Rumble Player, the following terms and conditions apply to use of the Rumble Player.

GRANT OF LICENSE

Rumble hereby grants you a non-exclusive license to use the Rumble Player subject to the following terms:

You may:

1. use the Rumble Player on any single computer;
2. use the Rumble Player on a second computer so long as the first and second computers are not used simultaneously; and
3. copy the Rumble Player for back-up and archival purposes provided any copy must contain all of the original Rumble Player's proprietary notices.

You may not:

1. permit other individuals to use the Rumble Player on your computer(s) except under the terms listed above;
2. modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Rumble Player or Rumble Player documentation ("Documentation");
3. copy the Rumble Player or Documentation (except for back-up purposes);



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This license does not grant you any right to any enhancement or update, and any right to grant sublicenses, to the Rumble Player.

Title, ownership rights, and intellectual property rights in and to the Rumble Player and Documentation shall remain with Rumble. The Rumble Player is protected by the copyright laws of Canada, the United States and internationally by copyright treaty. Title, ownership rights and intellectual property rights in and to the Content accessed through the Rumble Player including any Content contained in the Rumble Player media demonstration files is the property of the applicable content owner and is protected by applicable copyright or other law. This license gives you no rights to publish, disseminate or otherwise use such Content.

DISCLAIMER OF WARRANTY

THE RUMBLE PLAYER AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RUMBLE FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE RUMBLE PLAYER AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RUMBLE OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF RUMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

RUMBLE CONTENT POLICIES

Rumble enables creators of Content to submit Content to the Rumble Service in accordance with the Agency Options set forth below. Under no circumstances shall the following be submitted to the Rumble Service:

1. Content or material which was created by a person other than you, or subject to copyright by a person other than you, without that person's express written authorization;



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subject to copyright by another person unless such inclusion is subject to applicable laws concerning fair use or is otherwise expressly authorized by the copyright holder;

4. Content or material that is subject to any third-party contractual provisions or limitations, including but not limited to license restrictions;
5. Content or material which displays the trademarks of another person without that person's authorization, subject to applicable laws concerning fair use;
6. Content or material that is pornographic, obscene, or of an adult or sexual nature;
7. Content or material that is grossly offensive to the online community, including but not limited to, racism, anti-semitism and hatred;
8. Content or material that;
 - a. Promotes, supports, or incites violence or unlawful acts;
 - b. Promotes, supports or incites individuals and/or groups which engage in violence or unlawful acts, including but not limited to Antifa groups and persons affiliated with Antifa, the KKK and white supremacist groups and or persons affiliated with these groups; and/or
 - c. Promotes or supports entities and/or persons designated by either the Canadian or United States government as terrorists or terrorist organizations.
9. Content or material that exploits children under the age of 18 or posts or discloses any personally identifying information about any person at any age, including but not limited to personally identifying information about children under the age of 18;
10. Content or material promoting or providing instructional information about illegal activities, promoting harm or injury to any group, individual or cruelty to animals including, but not limited to:
 - a. Disseminating personal information about another individual for malevolent purposes, including libel, slander, "doxxing", defamation or violation of an individual's right to privacy.
11. Content or material that infringes or encroaches on the rights of others, including, but not limited to, infringement of privacy, publicity rights, and harm to reputation;



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determines is undesirable on the Rumble Service.

Rumble has the sole discretion to decide whether Content or material is permitted on the Rumble Service and any materials submitted to the Rumble Service may be, but is not necessarily, examined by Rumble before it is made available on the Rumble Service. You acknowledge that Rumble has the absolute right (but not the obligation) to prohibit, refuse, delete, move and edit Content and material for any reason, in any manner, at any time, without notice to you.

You should also know that in visiting the Rumble Site or viewing Content via the Rumble Player or otherwise, you may be exposed to materials which you consider to be offensive or inappropriate and you assume the risk and sole responsibility for your exposure to any such Content or material.

To report content that violates our policies, please email moderation@rumble.com

COMPLAINT PROCEDURE

We take seriously any complaints received from viewers of Rumble Content and attempt to respond to every complaint. If you have a complaint regarding the Content, materials available through the Rumble Service, inappropriate behavior or postings by other users in the Forum, or otherwise, you may submit your complaint to Rumble by emailing our customer service representatives at support@rumble.com. Please use the word "Complaint" in the subject line, and include the following information in your email:

1. your name, email address and, if you are a registered user, your user ID;
2. the basis of your complaint (provide as much detail as possible);
3. if your complaint concerns the activities of other users/visitors on the Forum identify the specific type of inappropriate or offensive behavior engaged in and, insofar as possible, the identity of the offending person. If your complaint concerns particular Content please provide the reason for your Complaint and the title and/or location of any video; and
4. the date(s) on which you observed the objectionable activities or behaviour or the date on which you viewed the Content which is the subject of your complaint;

A customer service representative will endeavour to respond to your email and if, in Rumble's determination, your complaint is a valid one, Rumble will take appropriate actions in its sole discretion, and has no responsibility to at any time report to you as to the status or outcome of its investigation or any actions Rumble has taken as a result.



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terms and conditions set out herein which specifically govern this relationship (the "Agency Agreement").

Appointment of Agent. You, as the principal (the "Principal" or "you"), may submit video Content to be published and managed by Rumble as your agent ("Agent") for the purposes of same. By submitting Content to Rumble and by Rumble accepting such Content on the Rumble Service pursuant to either Agency Option "A" or Agency Option "B", as defined below, you are appointing and do hereby appoint Rumble as your exclusive, worldwide, perpetual Agent for such Content, and grant Rumble the exclusive right to distribute, display, reproduce, license, rent, sell, monetize, and otherwise exploit the Content in any medium, on any kind of display device, worldwide, for the duration of the "Term of Agency" as defined below (the "Agency Rights"). As discussed in more detail below, the Agency Rights will also include Rumble's right to bring suit in its own name as plaintiff for infringement or other inappropriate or illegal use of the Content and to seek in such suit all damages or other relief available under law and equity to which you and/or Rumble are entitled. By appointing Rumble as your Agent and granting Rumble the Agency Rights, you agree that you shall not distribute, display, reproduce, license, rent, sell, monetize, and otherwise exploit the Content in any medium, on any kind of display device, worldwide, for the duration of the Agency Term, as defined below. The Agency Term means a 50 (fifty) year period commencing as of the date you enter into this Agreement. The Agency Term shall automatically renew for additional consecutive renewal terms of 50 (fifty) years each, unless either party gives written notice of its intent not to renew the Agency Term, ninety (90) days prior to the expiration of the then expiring Agency Term.

There are four (4) types of "Agency Option(s)" offered and governed by this Agreement, as described below, namely, Agency Option "A", Agency Option "B", Agency Option "C", and Agency Option "D". You must select a single Agency Option during the Content submission process, and that selected Option cannot thereafter be changed without Rumble express written permission. If you select any of Options "A" or "B," you cannot remove the video from the Rumble Player for the duration of our Agency agreement.

1. Video Management Option (Option "A")

You will receive all Net Earnings, less an Agency Fee equal to 40%, collected in relation to your Content.

2. Video Management (Excluding YouTube) Option ("Option B")

You will receive all Net Earnings, less an Agency Fee equal to 40%, collected in relation to your Content. Rumble shall not publish your Content to YouTube.com and publication of your Content shall be limited to all media and channels except YouTube.com which is specifically



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Rumble will publish your Content through the Rumble Player and will act as your Agent only in respect of publication via this channel. All other media and channels are specifically excluded from Rumble's Agency.

You will receive all Net Earnings collected in relation to publication of your Content on the Rumble Player less an Agency Fee equal to 40%. If you select this Option, and notwithstanding any provision in this Agreement to the contrary, you shall be entitled to remove Content from the Rumble Player at any time.

4. Personal Use Option (Option "D")

Rumble shall only publish your Content on Rumble's Video Player or Rumble-owned websites.

Rumble shall not monetize your Content. No Net Earnings will be payable to you and no Agency Fees shall be charged. If you select this Option, and notwithstanding any provision in this Agreement to the contrary, you shall be entitled to remove Content from the Rumble Player at any time.

TERMS APPLICABLE TO RUMBLE'S CUSTOM VIDEO PLAYER SERVICE

If you have elected to subscribe to Rumble's Custom Video Player Service (the "Custom Player Service" or "CPS Subscription") or participate in an available trial CPS Subscription, the following specific terms and conditions shall apply in addition to all other applicable terms and conditions pursuant to the Terms of Use on the Rumble Site.

Selection of a CPS Subscription

By selecting a CPS Subscription as offered by Rumble from time to time the terms, features, and pricing of your selected CPS Subscription will be as described during the CPS Subscription selection procedure through the Rumble Site (the "CPS Features and Pricing"). All CPS Subscriptions terms are monthly and are automatically renewed for successive months until terminated.

Rumble reserves the right to change any terms, features, or pricing of CPS Subscriptions at any time with all such changes having effect upon thirty (30) days' notice or as otherwise notified to you by Rumble.

Payment

By selecting a CPS Subscription you are agreeing to pay the associated fees (the "CPS Subscription



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Bandwidth Usage

Each CPS Subscription provides for a certain maximum allotted amount of bandwidth (the "Maximum Allotted Bandwidth") which may be used by you throughout each monthly CPS Subscription period ("Monthly Subscription Period"), commencing at the start-date of your CPS Subscription ("Subscription Start Date") and ending at the monthly anniversary date of your Subscription Start Date ("Subscription Anniversary Date"). Any portion of the Maximum Allotted Bandwidth that you do not use during any particular Monthly Subscription Period will not "roll over" and may not be used or applied to a subsequent Monthly Subscription period.

It is your responsibility to monitor and manage bandwidth usage, available via the Rumble dashboard, during the Monthly Subscription Period. Rumble may but is not obliged to notify you if you have expended or are likely to expend your Maximum Allotted Bandwidth.

Bandwidth Overage Procedure

Unless otherwise specified in the CPS Features and Pricing applicable to your CPS Subscription, once you use the Maximum Allotted Bandwidth, and absent a duly received Notice of Overage Disablement (as defined below), your CPS Subscription will automatically and immediately (the "New Subscription Start Date") be upgraded to the next superior CPS Subscription plan available and as described in Subscription Features and Pricing on the Rumble Site ("Upgraded Plan"). Your Subscription Anniversary Date shall be immediately and automatically reset with all features and pricing of the Upgraded Plan becoming effective and applicable to your CPS Subscription as of the New Subscription Start Date. This Bandwidth Overage Procedure will continue to apply to each Upgraded Plan so that your CPS Subscription is automatically and immediately upgraded to the next superior plan each time you reach the Maximum Allotted Bandwidth, including but not limited to an already Upgraded Plan. You hereby agree to the automatic implementation of your Upgraded Plan upon reaching the Maximum Allotted Bandwidth for your original or any subsequent Upgraded Plan pursuant to the Bandwidth Overage Procedure, and hereby authorize Rumble to charge or debit your agreed payment method for the applicable CPS Subscription Fee in respect of the Upgraded Plan commencing upon the new Subscription Start Date in respect of each applicable Upgraded Plan.

If you do not wish to use or be upgraded to an Upgraded Plan pursuant to the Bandwidth Overage Procedure, you are required to notify Rumble in writing via Rumble Billing (billing@rumble.com) prior to any Bandwidth Overage, of your intention to disable any Bandwidth Overage in connection with your CPS Subscription effective as of the point that you reach the Maximum Allotted Bandwidth ("Overage Disablement") for your current CPS Subscription ("Notice of Overage Disablement"). Your



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Upgraded Plan once you use the Maximum Allotted Bandwidth in accordance with these provisions.

Refunds and Cancellation

No refunds are available in respect of any fees to Rumble. In order to cancel, contact billing@rumble.com at least five days prior to your Subscription Anniversary Date or New Subscription Start Date in order to ensure that you will no longer be billed.

Upgrading a Subscription on Your Own

If you decide on your own to upgrade your CPS Subscription to an Upgraded Plan that provides additional bandwidth, you may do so via the Rumble dashboard available on the Rumble Site. By selecting an Upgraded Plan as described in the CPS Features and Pricing, you acknowledge that the selected Upgraded Plan will commence immediately thereby constituting a New Subscription Start Date and your Subscription Anniversary Date will be adjusted accordingly. Your Upgraded Plan will continue to be subject to the Bandwidth Overage Procedure.

Free Trials

Rumble may from time to time offer a "Free Trial" of a CPS Subscription pursuant to the description of any such "Free Trial" on the Rumble Site. You acknowledge and agree that all Free Trials are of a maximum duration of 30 days unless otherwise specified by Rumble, and shall be automatically converted to a CPS Subscription requiring payment of CPS Subscription Fees in accordance with the applicable CPS Features and Pricing upon the expiry of the initial 30-day Free Trial period. You also acknowledge that all terms and conditions applicable to Free Trials, including but not limited the Bandwidth Overage Procedure, shall apply to Free Trials, both before and after the expiry of the initial 30-day Free Trial period. You hereby authorize Rumble to charge or debit your agreed payment method on a monthly basis for the applicable CPS Subscription Fee commencing as of the expiry of the initial 30-day Free Trial period unless at least five days prior to such expiry you notify Rumble of your intent to cancel at billing@rumble.com.

Payment Methods

Rumble may from time to time offer certain payment methods in respect of CPS Subscription Fees. In the event that a credit card or debit card is permitted as a payment method and the applicable CPS Subscription Fees are not chargeable or debitable to such payment method, you acknowledge and agree that if the credit card or debit card does not work, either because of expiry or otherwise, then upon expiry of any paid portion of your CPS Subscription period, all CPS Subscription services may



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Content and Advertisements for CPS Subscription Service

You acknowledge and agree that when you monetize your Content on the Rumble Site or perform activity as a Rumble Publisher, as outlined in the Terms of Use, all provisions applicable with the Rumble Player as otherwise set out in the Terms of Use shall apply.

In the event that your CPS Subscription contains Content and/or advertising provided by you, you acknowledge and agree that you are solely responsible and/or liable for all such Content and/or advertising and that you indemnify and hold Rumble harmless in accordance with all indemnification provisions otherwise set out in the Terms of Use.

PUBLISHING AND DISTRIBUTION OF CONTENT VIA THE RUMBLE SERVICE

Rumble may, but is not obliged to, have your Content published and displayed through various media channels and in various formats via the Rumble Service, in its sole commercial discretion based upon the Agency Option which you select. Rumble reserves the right to decline or reject any Content submitted to the Rumble Service.

INTELLECTUAL PROPERTY

You affirm, represent, and warrant that you have the legal right to submit the Content to the Rumble Service, that you have all necessary right and authority to appoint Rumble as your Agent in accordance with the selected Agency Option as described herein, and that you are legally entitled to enter into the Agency Agreement.

You further represent and warrant that any Content submitted does not contain third party copyrighted material, or material that is subject to other third party proprietary, intellectual property or contractual rights or interests, unless you have express written permission from the rights holder of the Content to enter into this Agreement. In the event you claim to have been granted such rights from a third party, you agree to furnish evidence of same in writing forthwith upon request by Rumble. You are required to obtain such written permission before submitting such Content to the Rumble Service. Such written permission must not be limited in any way, shall be exclusive, and shall remain in effect for the duration of this Agreement.

Any infringement or other violation of a third party's rights with respect to the Content submitted by you to the Rumble Service and which has been identified as such by Rumble or by a third party, may immediately and without notice to you result in the removal of such Content. It is Rumble's strict policy to comply with all applicable intellectual property laws and regulations of which it is aware. You hereby agree to defend, indemnify and hold harmless Rumble, its agents, employees, contractors,



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You acknowledge and agree that except for the Assignment Option discussed below, this Agency Agreement does not assign ownership of any copyright for or in the Content to Rumble, and that all payments made to you pursuant to this Agreement are amounts earned by you from the monetization of your Content, less expenses and Rumble's Agency Fees (as defined below) and are not royalties or license fees. If you receive payments from Rumble as the person authorized by the creator or rightsholder to retain Rumble as Agent, you indemnify and hold harmless Rumble from and against any claim by the creator or rightsholder in respect of your receipt of such payments and in respect of Rumble's Agency.

Monetization and Rights Applicable Under Option "A" and "B"

In the case where you have chosen either Option "A" or Option "B", in order to monetize your Content, Rumble may in its sole unfettered commercial discretion, on your behalf, grant, sell and enter into License(s) (as defined below) to the Content with you being the Licensor, subject to Rumble being your attorney in fact for effecting such License(s) with the Licensee, as defined below, and you further authorize such Licensee to use such licensed Content in any media for any purpose including but not limited to use in advertising, promotion, marketing and packaging for any product or service, worldwide. For the purposes of this paragraph, a "License" means any contractual arrangement arranged between Rumble as your sole and exclusive Agent, and a third party (a "Licensee") in respect of the Licensee's use of your Content. In the event that Rumble desires, in its sole discretion, to enter into a License for your Content only, and/or to include Content from other creators with your Content in a single License, you hereby authorize and grant to Rumble the actual authority, permission and right: i) to do so; ii) to do so without seeking your further consent and without providing notice to you; and iii) to do so in its own name. In that event Rumble, acting as your Agent, will be listed as the sole nominative "licensor" in that License. You (and any other creator whose Content is included in the License) will each be an Undisclosed Principal in that License. It is further understood and agreed that you (and any other Content creator whose Content is included in the License) are each the real party-in-interest Licensor, and to the extent any compensation or other consideration is paid by the licensee, it will not be deemed licensee fees or royalties to Rumble. You also hereby grant to Rumble the actual authority, permission and right at its discretion to disclose or not to disclose your name as a real-party-in-interest Licensor. You also hereby grant to Rumble the actual authority, permission and right to prosecute in its own name any claims against the other party to the License or to defend claims asserted by the other party to the License ("Litigation") without seeking further consent from you or providing notice to you. Rumble will control all aspects of the Litigation, will be responsible for all costs and attorneys' fees, and will be entitled to seek, recover and retain any damages or other compensation, consideration, or other relief or recovery from the other party to the License in the Litigation, without providing any notice or accounting to you. Rumble will



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indemnity it as to such claims, which you hereby agree to do.

In the case where you have chosen either Option "A" or Option "B", by submitting Content to Rumble, you are irrevocably agreeing to appoint Rumble as your sole, worldwide, exclusive and perpetual Agent with respect to the Content and all rights pertaining thereto, including without limitation, all rights enumerated in United States Code, Title 17, § 106 , and you herein authorize and grant Rumble the exclusive authority to make all decisions and take all actions Rumble deems reasonably appropriate with respect to the management, commercial and non-commercial monetization of the Content under the terms of this Agreement.

You specifically authorize Rumble as your Agent to combine the Content with other images, text, graphics, file, audio, audio-visual works; and alter, modify and crop the Content at Rumble's sole discretion, and hereby waive any reservation of moral rights in and to the Content.

In the case where you have chosen either Option "A" or Option "B", as your Agent in respect of the Content, Rumble may choose in its exclusive and absolute unfettered and/or arbitrary commercial discretion, to , register copyrights in any jurisdiction or jurisdictions worldwide on your behalf, with you (or the party which has expressly provided you with authorization to enter this Agreement and is the rightsholder) listed as the copyright claimant, author, or similar, and to record Rumble as your sole and exclusive Agent therein for the purposes of administering all rights and permissions thereto. Rumble shall not be liable to you or any third party for any delay or defect in it attempt to register the copyright in any Content, or if Rumble does not attempt to register such Copyright.

In the case where you have chosen either Option "A" or Option "B", as your Agent in respect of the Content, Rumble may choose in its exclusive and absolute unfettered and/or arbitrary commercial discretion to pursue any legal remedies available in order to, as your Agent, assert or enforce your (or if you are entering into this Agreement under authority of a third party rights holder, that third party's) copyright or other intellectual property rights in and to the Content, including but not limited to making a claim or commencing legal proceedings with respect to all payments owing to you by third parties with respect to infringement of the Content, and you agree to fully cooperate in same (or if you are entering into this Agreement under authority of a third party rights holder, you agree to procure the cooperation of such third party). Notwithstanding the foregoing, you acknowledge and agree that Rumble shall at no time and in no manner be obliged to make any efforts as your Agent pursuant to this provision. You hereby appoint Rumble as your (or if you are entering into this Agreement under authority of a third-party rights holder, that third-party's) attorney in fact for executing any instrument or document or taking any step in furtherance of the rights granted herein.

Where Rumble as Agent takes steps to enforce the copyright in your Content or breach of a license agreement on your behalf as Principal, or where the law allows Rumble (as an agent having a



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relating to your Content, you hereby so consent to be so named. In that instance, Rumble will continue to have sole control of the action as described above, will continue to pay all fees and costs incurred in that action, and you agree to cooperate with Rumble with respect to such action.

It is understood and agreed that any C-Suite officer (CEO, COO, CTO, CFO) of Rumble may execute documents pursuant to, and exercise for Rumble, any power of attorney you have granted to Rumble herein.

Recovery Through Copyright Enforcement

You, or if you are entering into this Agreement under authority of a third party rightsholder, that third party, shall not issue any demand, or commence any claim or proceedings to enforce any rights in any Content submitted to Rumble under Agency Option "A" or Agency Option "B", except with Rumble's express authorization which may be denied in the event that Rumble elects to assume carriage and control of such enforcement measures, and in such event Rumble shall indemnify and hold you (or the applicable third party rightsholder) harmless from and against any damages, legal fees and costs, directly attributable to such enforcement measures. If, however, Rumble authorizes you to take enforcement action, then you will be solely responsible for all fees, costs, damages or other expenses in that action.

Recovery by Rumble as Agent

In the event that any claim or demand is made by Rumble or if legal proceedings are commenced by Rumble on your behalf and in your name as your Agent (as opposed to Rumble being the copyright owner pursuant to the Assignment Option as set out below) and such claim, demand, or proceeding results in a payment from a third party to Rumble, Rumble shall be entitled to deduct from such proceeds: a) all associated legal fees and expenses incurred or payable by Rumble; and b) if the payment amount exceeds the subsection (a) amount by at least USD \$1,000.00, a management and enforcement fee equal to the remainder of the proceeds less the sum of USD \$1,000.00, meaning that the maximum that you can receive in such event is USD \$1,000.00.

RUMBLE'S OPTION TO ACQUIRE CONTENT COPYRIGHT VIA ASSIGNMENT UNDER OPTION "A" or OPTION "B"

Notwithstanding any provision in this Agreement to the contrary, in the case where you have chosen either Option "A" or Option "B" only, if Rumble determines that it requires your copyright to be assigned to Rumble along with all related claims and causes of action (collectively, "Copyrights"), so as to enable Rumble to have standing to enforce the Copyrights against a third party, then Rumble



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you represent and warrant that you have authority herein to agree to same on behalf of such third-party rights holder.

If you have chosen either Option "A" or Option "B" only, you hereby appoint Rumble as your Attorney in Fact as to any such Assignment, and grant to Rumble the actual authority, right and permission, as your Attorney in Fact, the execute a separate Assignment document in the following form:

"For Value Received, the sufficiency of which is acknowledged, [your name], an individual residing in the state of [your state of residence] ("Assignor") hereby assigns all copyright in [description of the Content being assigned] (the "Content") to Rumble, Inc. ("Assignee"). Assignor represents and warrants that a copyright exists in the Content, that Assignor owns all right, title and interest in and to that copyright, that the copyright has not been previously assigned or licensed, that Assignor has the right to assign the copyright in the Content to Assignee, that there is no dispute or potential dispute of which Assignor is aware regarding the copyright in the Content or Assignor's ownership thereof and right to assign to Assignor; and that Assignee may hereafter register the copyright in Assignee's name. This Assignment includes assigning to Assignee the sole right to seek, recover and retain any and all damages (and related forms of recovery and relief) for past, present and future infringement of the assigned copyright, without notice or accounting to Assignor.

Executed this ____ day of _____, 20____,
at Toronto, Canada.

By:

Name:

Title: Rumble

Attorney in Fact for [your
name].



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claims) reasonably required to give effect to the assignment, transfer and enforcement of the Copyrights in the Content (or if you are entering into this Agreement under authority of a third party rights holder, you agree to procure the cooperation of such third party). In the case where you have chosen either Option "A" or Option "B", you hereby appoint Rumble as your (or if you are entering into this Agreement under authority of a third party rights holder, that third party's) attorney in fact for executing on your or their behalf any instrument or assignment reasonably required to give effect to this provision and to effect the assignment and transfer of Copyrights.

The Copyright Assignment Fee payable by Rumble to you shall be the combination of;

1. the maximum publicly available licensing fee for your Content as displayed in the Rumble catalogue, to a maximum of USD \$500; and
2. an additional USD \$500.00 in consideration of the assignment.

Upon assignment of Copyright in accordance with these provisions, all right, title, interest, and goodwill, together with the right to pursue and collect damages for all past, present, and future claims and causes of action in relation to enforcing intellectual property rights in and to the Content, including but not limited to Rumble's exclusive right to seek, recover and retain all past, present and future damages, attorneys' fees, enhanced or punitive damages, license fees, and/or royalties related to the Content, shall be transferred to Rumble.

COLLECTION OF EARNINGS

As Agent, Rumble is authorized to collect any applicable earnings derived from the publication, licensing, display and/or other use (collectively, the "Use") of your Content on your behalf pursuant to this Agreement, and to remit to you on a monthly basis the Net Earnings less Agency fees ("Agency Fees"). The term "Net Earnings" is defined below and the calculation of the amounts of Net Earnings are determined by the Option you select below (see description of Agency Options above).

As used herein, "Net Earnings" means the aggregate cash amounts actually collected on your behalf by Rumble as a result of the Use of your Content pursuant to this Agreement, less any amounts due to a Rumble Publisher / Syndication Partner, hosting costs, taxes, defensive litigation costs, exchange rates, and any other direct costs. The calculation of "Net Earnings" will be performed in accordance with Rumble's standard accounting practices.

All payments to you of Net Earnings less Agency Fees will normally be remitted to your Rumble account thirty (30) days after Rumble receives payment on your behalf from third parties for the Use of your Content.



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The first month for which payment is to be made shall: (a) begin on the first day of the month following the month of execution of this Agreement; and (b) include the portion of the month of execution following the Effective Date (unless this Agreement was executed on the first day of a month, in which case the month shall be deemed to begin on the first day of such month).

Under certain circumstances, third parties may make payments to Rumble that do not associate earnings with the Use of specific Content. In this event, Rumble will make commercially reasonable efforts to identify the earnings due to you for the Use of your Content. If, after 24 months from the date of payment by a third party, Rumble has not been able to identify earnings to the Use of specific Content, Rumble reserves the right to retain all such payments.

EARNING PAYMENT REDUCTIONS / SET-OFFS

Payments are subject to being reduced to offset bad debts, refunds and other charge-backs relating to Use of your Content within sixty (60) days of the payment to which the bad debt, chargeback or fund relates.

LIABILITY

Rumble does not in any way endorse any Content submitted, including any opinion, recommendation, claims, advice or position expressed therein, and Rumble expressly disclaims all liability in connection with the Content and its publication. For the purposes of the Digital Millennium Copyright Act or similar legislation or regulations, all Content is considered user-generated content and Rumble's capacity as Agent is not Content owned by Rumble (unless expressly assigned to Rumble under the terms of this Agreement) or uploaded by Rumble.

In order to submit Content to Rumble you acknowledge that you are solely responsible for what is submitted and indemnify and hold Rumble harmless from any and all claims arising from a breach of your representations, warranties, and covenants as set out in this Agreement, and also indemnify and hold Rumble harmless from and against all third party claims with respect to the Content and acting as Agent in respect of the Content.

RUMBLE PUBLISHER ACCOUNT

If your account qualifies for a Rumble Publisher account, any activity on the Rumble Player using the Monetized Embed Code will apply to your account as follows: as used herein, "Net Advertising Revenues" means aggregate amounts collected by Rumble arising from the license or sale of the pre-roll, mid-roll, post roll or overlay advertisements included within the Rumble Player less any amounts due for hosting, taxes, litigation costs, exchange rates, and any other direct costs. Rumble shall retain all amounts derived from all other advertisements, promotions, links, pointers and similar



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PROCEDURE FOR REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

To file a copyright infringement notification with us relating to Content on the Rumble Player, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

To expedite our ability to process your request, such written notice should be sent to our designated agent as follows:

Service Provider(s): Rumble Inc.

Name of Agent: Claudio R.

Address: Rumble Inc., 218 Adelaide Street West, Suite 400, Toronto, Ontario, M5H 1W7

Email: dmca@rumble.com



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management for your requests.

Please note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages. **Don't make false claims!**

Please also note that the information provided in this legal notice may be forwarded to the person who provided the allegedly infringing content.

Claimant information will be published on the Rumble site at anytime.

COUNTER NOTIFICATION

If you believe that material you posted has been removed in error, you should send to our Copyright Agent, using the contact information listed above, a counter notice that includes the following:

1. Your physical or electronic signature.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of, at Rumble's discretion, in the Ontario Superior Court of Justice at Toronto or the United States Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in the United States and that you will accept service of process by mail from the person who provided notification of copyright infringement, or an agent of such person.

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers.

PROCEDURE FOR REPORTING VIOLATIONS OF RIGHTS OF PRIVACY OR PUBLICITY



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DISCLAIMER OF WARRANTIES

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. RUMBLE, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SITE IS SOLELY AT YOUR RISK. ANY MATERIAL VIEWED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DONE SOLELY AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, INCLUDING WITHOUT LIMITATION PERSONAL INJURY OR DISTRESS, DAMAGE TO YOUR COMPUTER SYSTEM, OR LOSS OF DATA, THAT RESULTS FROM THE VIEWING OR DOWNLOAD OF ANY SUCH MATERIAL. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL RUMBLE, ITS SUBSIDIARIES, MEMBERS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF RUMBLE.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, RUMBLE'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to indemnify and hold Rumble, and its parent, subsidiaries and affiliates and their respective officers, directors, agents, co-branders and other partners, contractors, and employees, harmless from and against any and all claims, expenses, and demands, including attorneys' fees, made by any third party due to, arising out of, or asserted in connection with your use or misuse of this Site, including claims relating to content you submit, post to or transmit through this site, and your



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INTERNATIONAL USE

Rumble makes no representation that materials on this Site or accessible via the Rumble Service are appropriate or available for use in any particular locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Site or the Rumble Service from any location do so on their own initiative, at their own risk, and are responsible for compliance with local laws. If you use the Rumble Service in a jurisdiction that prohibits or restricts such use, your use will be subject to, without limitation, any other provision of the Terms of Use, and Rumble shall not have any liability with respect to such use.

CHOICE OF LAW AND FORUM

These Terms of Use and the Agency Agreement, shall be governed by and construed in accordance with the laws of the Province of Ontario or, at Rumble's discretion, the federal laws of the United States, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use, the Agency Agreement, or your use of the Rumble Services, shall lie only in the Ontario Superior Court of Justice at Toronto, or at Rumble's discretion, in the United States Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in the United States, and you further agree to and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and Rumble with respect to this site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Rumble with respect to the Rumble Service or the Agency Agreement. If any part of these Terms of Use or Agency Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties. Or if that portion is not susceptible to such construction, it shall be replaced with a provision that is consistent with applicable law and which reflects, as nearly as possible, the original intentions of the parties. In either event, the remaining portions remain in full force and effect.

TERMINATION

Rumble reserves the right, in its sole discretion, to terminate your access to the Rumble Service, with or without notice, for any reason, including, without limitation, if Rumble believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use or the Agency



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Terms, especially, but not limited to copyright infringement. If a user is found in violation, the account may be suspended and/or terminated. The determination of suspension or termination is at the sole discretion of Rumble.

You acknowledge and agree that Rumble shall not be liable to you or any third party for any termination or suspension of your access to the Rumble Services.

CONSIDERATION AND AGREEMENT

You agree:

1. that there is legally sufficient consideration for this Agreement and for the rights granted and obligations undertaken by the parties herein;
2. that this Agreement is a legally binding contract between you and Rumble;
3. that you are entering into this Agreement knowingly and willingly, and
4. that your submission of this Agency Agreement to Rumble electronically constitutes your electronic agreement, such that this Agency Agreement becomes binding upon submission.

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