

# Terms and Conditions

*Last Updated: 16. 10. 2023*

Please read these Terms and Conditions ("Terms") carefully before using our cloud application Tweenly ("Application") operated by Stream Circle, a.s. ("Company," "we," "us," or "our"). By accessing or using the Application, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use the Application.

## 1. Use of the Application

### 1.1. Eligibility

You must be at least 12 years old to use this Application. By using the Application, you represent and warrant that you meet this eligibility requirement.

### 1.2. User Account

You may be required to create an account to access certain features of the Application. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

### 1.3. Acceptable Use

You agree to use the Application in compliance with all applicable laws and regulations and in a manner that does not violate the rights of others or interfere with the operation of the Application.

## 2. Content

### 2.1. User-Generated Content

You may have the opportunity to submit, post, or share content through the Application. You are solely responsible for the content you submit, and you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and distribute your public content as necessary for the operation and promotion of the Application. For the avoidance of doubt, we may not use your private content without your explicit permission.

### 2.2. Prohibited Content

You may not submit content that is illegal, defamatory, obscene, offensive, or infringing upon the rights of others. We reserve the right to remove or block any content that violates these Terms.

## **3. Intellectual Property**

### **3.1. Ownership**

All intellectual property rights related to the Application, including but not limited to software, design, and trademarks, are owned by the Company.

### **3.2. License**

We grant you a limited, non-exclusive, non-transferable license to use the Application for your personal or business use, subject to these Terms.

## **4. Privacy**

Your use of the Application is governed by our Privacy Policy, which is incorporated by reference into these Terms.

## **5. Termination**

We may terminate or suspend your access to the Application, with or without cause and without notice, for any violation of these Terms.

## **6. Disclaimers and Limitation of Liability**

### **6.1. No Warranty**

The Application is provided "as is" without any warranties, either expressed or implied. We make no representations or warranties regarding the availability, accuracy, or reliability of the Application.

### **6.2. Limitation of Liability**

To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues.

## **7. Changes to these Terms**

We reserve the right to update or modify these Terms at any time. The updated Terms will be posted on the Application, and your continued use of the Application after such changes constitutes your acceptance of the modified Terms.

## **8. Governing Law**

These Terms are governed by and construed in accordance with the laws of the Czech Republic. Any disputes arising from or related to these Terms shall be subject to the exclusive jurisdiction of the courts located within the Czech Republic.

## **9. Contact Us**

If you have any questions or concerns regarding these Terms, please contact us at [info@tween.ly](mailto:info@tween.ly).