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Page ID: 107

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Terms and Conditions Events Code Of Conduct Transparency Report Community Guidelines FAQ Modern Day Slavery Statement State-Specific Privacy Disclosures Advertising Blog Brand Developers Security Help Jobs Last modified on 09/03/2020 Twitch Developer Services Agreement This is an agreement between Twitch Interactive, Inc. and its affiliates (“Twitch”) and you (if registering as an individual) or the entity you represent (if registering as a business) (“Developer” or “you”).

For clarity, your rights under this Developer Agreement do not extend to your affiliates without Twitch’s prior written approval.

I. Structure of Agreement.

This Agreement (the “Agreement”) includes the body of the agreement below, all schedules to this Agreement (“Schedules”), and all terms, rules, and policies that we make available for participating and using the Program Materials, including on the Twitch Developer Site.

However, the terms in each Schedule and the rules and policies only apply to you if you engage in the activity or use the Program Materials (defined in Section 2) to which the Schedule, rules, or policies apply.

Please read the terms and conditions of the Agreement carefully.

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3. Limitations.

You must comply with all instructions and requirements in any integration documents, guidelines, policies, or other documentation that we provide or make available to you.

You will not reverse engineer, disassemble, or decompile the Program Materials or otherwise compromise Twitch’s rights in the Program Materials.

You will not take any action related to the Program Materials that interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies, or other properties or services of Twitch or of any end user, mobile operator, or other third party.

You will not use the Program Materials with any software or other materials that are subject to licenses or restrictions ( e.g. , open source software licenses) that, when combined with the Program Materials, would require Twitch to disclose, license, distribute, or otherwise make all or any part of such Program Materials available to anyone.

You will not remove, modify, or obscure any copyright, patent, trademark, or other proprietary or attribution notices on or in any Program Materials.

All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement, or for any reason or no reason at all, at any time.

4. Incorporated Terms.

Your use of the Program Materials is further subject to and governed by the following terms and conditions: Twitch Trademark Guidelines located at https://www.twitch.tv/p/legal/trademark/ (“Trademark Guidelines”) as it relates to your use and display of the Twitch Marks; Twitch’s Terms of Service located at https://www.twitch.tv/p/legal/terms-of-service/ (“Terms of Service”): and Twitch’s Community Guidelines located at https://www.twitch.tv/p/legal/community-guidelines/ (“Community Guidelines”).

Your Services will not, and you will not encourage or create functionality for your end users or other third parties that violates Twitch’s Community Guidelines.

In the event of a conflict between this Agreement and any of the above policies, this Agreement shall control.

III.

Ownership and Feedback A. Ownership of Program Materials.

The Program Materials are the intellectual property of Twitch or its licensors.

The Program Materials are licensed, not sold, and Twitch retains and reserves all rights not expressly granted in this Agreement.

You expressly acknowledge that Twitch, its licensors, and its end users retain all worldwide rights, titles, and interest in and to the Program Materials, Twitch Services, and Twitch Content, including all rights in patents, trademarks, trade names, copyrights, trade secrets, know-how, data, insights into such data (including all derivative works, applications therefor), and all proprietary rights under the laws of the United States, any other jurisdiction, or any treaty.

B. Ownership of Your Services.

Except to the extent Your Services contain Program Materials or Twitch Content, you (or your licensors) own all right, title, and interest in Your Services and Twitch claims no ownership or control over Your Services.

C. Feedback.

You may provide Twitch with comments concerning the Program Materials, Twitch Services, or your evaluation and use thereof (collectively, “Feedback”).

You hereby grant Twitch all rights, titles, and ownership of such Feedback (including all intellectual property rights therein), and Twitch may use the Feedback for any and all commercial and non-commercial purposes with no obligation of any kind to you.

IV.

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Confidentiality & Publicity You will: (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only to fulfill your obligations under this Agreement; and (c) either destroy or return all such information to us promptly when this Agreement terminates (and, upon request, confirm such destruction in writing).

This paragraph covers all confidential information regardless of when you receive it.

You acknowledge that Twitch may make public statements describing Your Services along with its integration with Twitch.

X. Developer Representation and Warranties You represent, warrant, and covenant that: A. You are at least the legal age of majority in the jurisdiction where you reside, and you are able to form a legally binding contract.

If Developer is a business or other legal entity and not an individual, then the individual entering into this Agreement on Developer’s behalf represents that he or she has all necessary legal authority to bind Developer to this Agreement; B. You have the full right, power, and authority to enter into and fully perform this Agreement.

Before providing Twitch or any end user Your Services, you will have obtained the rights necessary for the exercise of all rights granted under this Agreement, and you will be solely responsible for and will pay any licensors or co-owners any royalties or other monies due to them related to Your Services; C. None of Your Services or the sale, distribution, or promotion thereof will violate any law; require Twitch to obtain any license, authorization, or other permission from any governmental agency or other third party; contain any defamatory material; or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity or privacy, or moral rights); D. Your Services may be imported to, exported from, and lawfully used in the United States, all countries in which we operate a particular product or service defined in a Schedule, and all the countries in which you’ve authorized sales to end users (without the need for us to obtain any license or clearance or take any other action), and Your Services are in full compliance with all applicable laws governing imports, exports, and use, including those applicable to software that incorporates or makes use of information security technology, including but not limited to encryption technology; E. Your Services will not contain any viruses, spyware, “Trojan horses,” or other “malware” or harmful code, and will not cause injury to any person or damage to any property; and F. you will include any attributions, copyright information, and other notices, terms, and conditions that may be required to be provided to end users based on your use of third-party “open source” software or other third-party intellectual property in Your Services.

XI.

Additional Terms A. Compliance with Laws.

You will comply with all applicable foreign, federal, state, and local laws, rules, and regulations.

You will maintain throughout the Term all rights and licenses that are required with respect to Your Services.

You represent and warrant to Twitch that, excluding the Program Materials, you have the right to use, store, reproduce, transmit, copy, display, perform, and distribute Your Services, and that use of Your Services by Twitch and its end users will not violate the rights of any third party, or any applicable regulation or law, including the Digital Millennium Copyright Act, the laws of any country in which Your Services are made available, and any applicable export laws.

B. Privacy Obligations.

In addition, if you (or any third-party plug-in or service provider you use) have access to any name, password, other login information, or personally identifiable information, or personal data of any end user based on your use of the Program Materials or any use of or interaction with Your Service, you will: (i) provide legally adequate privacy notices to such end user; (ii) obtain any necessary consent from the end user for the collection, use, transfer, and storage of the information; (iii) use and authorize others to access and use the information only for the purposes permitted by the end user or as set forth in this Agreement; and (iv) ensure the information is collected, used, transferred, and stored in accordance with applicable privacy notice(s) and applicable laws.

Without limiting the generality of this Agreement, you will provide Twitch with reasonable assistance in relation to Twitch’s handling of requests from end users to exercise their individual rights under applicable data privacy law, for example, the right to access data, to compel data deletion, or correction, etc.

You may not use Program Materials that Twitch intended to provide in the form of anonymous data to personally identify end users unless expressly permitted by Twitch in writing.

C. Export and Import.

The Program Materials may not be sold, leased, downloaded, moved, exported, re-exported, or transferred across borders without a license, or approval from the relevant government authority, to any country or to any foreign national that is subject to existing or future restrictions under any U.S. law, regulation, or order including countries embargoed by the U.S. Government (currently Cuba, Iran, North Korea, Sudan, Syria, and the Crimean Region of Ukraine); or to any restricted or denied end user including, but not limited to, any person or entity prohibited by the U.S. Office of Foreign Assets Control; or for any restricted end-use.