twitch.json

misinformation

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['spam', 'misrepresent', 'manipulat', 'fraud', 'false', 'impersonat']

In addition, you agree that you are solely responsible for ensuring that your Branded Content complies with any and all applicable advertising laws, regulations, and guidelines, including without limitation the U.S. Federal Trade Commission’s Guidelines (the “Advertising Guidelines”).

For example, if you have been paid or provided with free products in exchange for discussing or promoting a product or service through the Twitch Services, or if you are an employee of a company and you discuss or promote that company’s products or services through the Twitch Services, you agree to comply with the Advertising Guidelines’ requirements for disclosing such relationships to indicate the commercial nature of the Branded Content.

10.

Prohibited Conduct YOU AGREE NOT TO violate any law, contract, intellectual property, or other third-party right; not to commit a tort, and that you are solely responsible for your conduct while on the Twitch Services.

You agree that you will comply with these Terms of Service and Twitch’s Community Guidelines and will not: i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;

ii. impersonate any person or entity; falsely claim an affiliation with any person or entity; access the Twitch Services accounts of others without permission; forge another person’s digital signature; misrepresent the source, identity, or content of information transmitted via the Twitch Services; or perform any other similar fraudulent activity; iii. send junk mail or spam to users of the Twitch Services, including without limitation unsolicited advertising, promotional materials, or other solicitation material; bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests); and other similar activities; iv. harvest or collect email addresses or other contact information of other users from the Twitch Services; v. defame, harass, abuse, threaten, or defraud users of the Twitch Services, or collect or attempt to collect, personal information about users or third parties without their consent; vi. delete, remove, circumvent, disable, damage, or otherwise interfere with (a) security-related features of the Twitch Services or User Content, (b) features that prevent or restrict use or copying of any content accessible through the Twitch Services, (c) features that enforce limitations on the use of the Twitch Services or User Content, or (d) the copyright or other proprietary rights notices on the Twitch Services or User Content; vii. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Twitch Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence; viii.

modify, adapt, translate, or create derivative works based upon the Twitch Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; ix. interfere with or damage the operation of the Twitch Services or any user’s enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; x. relay email from a third party’s mail servers without the permission of that third party; xi. access any website, server, software application, or other computer resource owned, used, and/or licensed by Twitch, including but not limited to the Twitch Services, by means of any robot, spider, scraper, crawler, or other automated means for any purpose, or bypass any measures Twitch may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used, and/or licensed by Twitch, including but not limited to the Twitch Services;

xii. manipulate identifiers in order to disguise the origin of any User Content transmitted through the Twitch Services; xiii.

interfere with or disrupt the Twitch Services or servers or networks connected to the Twitch Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Twitch Services; use the Twitch Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Twitch Services, or that could damage, disable, overburden, or impair the functioning of the Twitch Services in any manner; xiv. use or attempt to use another user’s account without authorization from that user and Twitch; xv.

attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Twitch Services that you are not authorized to access; xvi.

attempt to indicate in any manner, without our prior written permission, that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and xvii.

use the Twitch Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy.

To the extent permitted by applicable law, Twitch takes no responsibility and assumes no liability for any User Content or for any loss or damage resulting therefrom, nor is Twitch liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter when using the Twitch Services.

Your use of the Twitch Services is at your own risk.

In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Twitch Services will not contain any content that is prohibited by such rules.

Twitch is not liable for any statements or representations included in User Content.

Twitch does not endorse any User Content, opinion, recommendation, or advice expressed therein, and, to the extent permitted by applicable law, Twitch expressly disclaims any and all liability in connection with User Content.

To the fullest extent permitted by applicable law, Twitch reserves the right to remove, screen, or edit any User Content posted or stored on the Twitch Services at any time and without notice, including where such User Content violates these Terms of Service or applicable law, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Twitch Services at your sole cost and expense.

Any use of the Twitch Services in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Twitch Services.

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Idea Submission By submitting ideas, suggestions, documents, and/or proposals (the “Submissions”) to Twitch or its employees, you acknowledge and agree that Twitch shall be entitled to use or disclose such Submissions for any purpose in any way without providing compensation or credit to you.

17.

Termination You may terminate your license to use the Twitch Services and this Terms of Service agreement at your discretion at any time by ceasing to use the Twitch Services or, if you are a registered user, by deleting your Twitch account.

For residents of the European Union or the European Economic Area, or of the United Kingdom, who are acting as a Consumer, you may have a right to withdraw from or cancel the agreement for the use of the Twitch Services under these Terms of Service within a specific cooling-off period.

When and how this right may apply is explained in our EU, EEA & UK Consumer Right of Withdrawal Information .

To the fullest extent permitted by applicable law, Twitch reserves the right, without notice and in our sole discretion, to stop providing the Services (or any features) to you or to users generally, to terminate this Terms of Service agreement with you, to terminate your license to use the Twitch Services (including to post User Content), and to block or prevent your future access to and use of the Twitch Services for any reason, including without limitation if: (a) your use of the Twitch Services violates these Terms of Service or applicable law; (b) you fraudulently use or misuse the Twitch Services; or (c) we are unable to continue providing the Twitch Services to you due to technical or legitimate business reasons.

Our right to terminate our services, this agreement, and your license includes the ability to terminate or to suspend your access to any purchased products or services, including any subscriptions, Prime Gaming, or Turbo accounts.

To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with: (i) the Twitch Services, (ii) any term of these Terms of Service, (iii) any policy or practice of Twitch in operating the Twitch Services, or (iv) any content or information transmitted through the Twitch Services, is to terminate your account and to discontinue use of any and all parts of the Twitch Services.

For residents of the Republic of Korea and for residents of the European Union or the European Economic Area, the United Kingdom, or Switzerland who are acting as a Consumer, except in the case where Twitch reasonably considers that giving notice is legally prohibited (for instance, when providing notice would either (i) violate applicable laws, regulations, or orders from regulatory authorities or (ii) compromise an ongoing investigation conducted by a regulatory authority) or that any notice may cause harm to you, third parties, Twitch, and/or its affiliates (for instance, when providing notice harms the security of the Twitch Services), Twitch will without delay notify you of the reason for its action.

18.

Disputes a. Indemnification To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Twitch, its affiliated companies, and each of our respective contractors, employees, officers, directors, agents, third-party suppliers, licensors, and partners (individually and collectively, the “Twitch Parties”) from any claims, losses, damages, demands, expenses, costs, and liabilities, including legal fees and expenses, arising out of or related to your access, use, or misuse of the Twitch Services, any User Content you post, store, or otherwise transmit in or through the Twitch Services, your violation of the rights of any third party, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein.

You agree to promptly notify the Twitch Parties of any third-party claim, and Twitch reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Twitch, and you agree to cooperate with Twitch’s defense of these claims.

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In such a case, Twitch offers no further implied or statutory warranties or conditions with regard to digital content and services, and explicitly disclaims all implied warranties and conditions to the maximum extent permitted by applicable law.

You acknowledge that we may change the Twitch Services from time to time without causing its non-conformity, including when needed to comply with applicable law or regulation, or for justified commercial, security, or operational reasons, and including to make any improvements to your access to the Twitch Services.

c. Limitation of Liability and Damages i. Limitation of Liability TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL TWITCH OR THE TWITCH PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE TWITCH SERVICES, THE CONTENT OR THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM TWITCH, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO TWITCH’S RECORDS, PROGRAMS, OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TWITCH, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE TWITCH SERVICES EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE TWITCH SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY

PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

TO THE EXTENT THAT APPLICABLE LAW PROHIBITS LIMITATION OF SUCH LIABILITY, TWITCH SHALL LIMIT ITS LIABILITY TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

To the extent required by applicable law, nothing in these Terms shall restrict our liability for death or personal injuries caused by Twitch; for damages caused by Twitch’s fraud, willful misconduct, or gross negligence; and for other losses that may not be excluded or limited by applicable law.

ii.

Reference Sites THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED

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BY THIRD PARTIES OTHER THAN TWITCH AND RECEIVED THROUGH OR ADVERTISED ON THE TWITCH SERVICES OR RECEIVED THROUGH ANY REFERENCE SITES.

iii.