twitch.json

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Source: https://www.twitch.tv/p/ca-es/legal/monetized-streamer-agreement/

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You will ensure that the information in your Program application and otherwise associated with your account, including your email address, physical address, and other contact information, and identification of your Twitch Channel, is at all times complete, accurate, and up-to-date.

You must comply with this Agreement and the Terms of Service, each as updated from time to time, to participate in the Program and to receive any Program Fees.

Please read them carefully.

Additionally, you must promptly provide us with information we request to verify your compliance with this Agreement.

If you fail to comply without permission from Twitch, we reserve the right to do any or all of the following: disable ad serving to your Twitch Channel; to the extent permitted by applicable law, withhold Program Fees otherwise payable to you; terminate your Agreement; and disable your Twitch Channel.

You agree you will not, and you will not encourage anyone else to, generate queries, impressions of, or clicks on, any ad(s) or to obtain access to any content on Twitch through any deceptive or fraudulent means.

You and we agree to comply with applicable export laws.

2. Content.

2.1.

Content Programming.

You will be the executive producer of, and responsible for, all User Content programmed to the Twitch Services.

Your Twitch channel or channels, including your Twitch channel page or pages, is referred to herein as your “ Twitch Channel .”

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TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) THE PROGRAM AND ALL ELEMENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND; (B) TWITCH DISCLAIMS ALL WARRANTIES AS TO THE PROGRAM AND ALL ELEMENTS THEREOF, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, COURSE OF DEALING, COURSE OF PERFORMANCE, AND USAGE OF TRADE; (C)

EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TWITCH DOES NOT MAKE ANY REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TWITCH IN CONNECTION WITH THE PROGRAM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 8, THE TERM “TWITCH” INCLUDES TWITCH, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS, AND VENDORS.

9. Indemnification.

You hereby release and agree to defend, indemnify, and hold harmless Twitch, its affiliates, and their respective directors, officers, employees, agents, licensors, licensees, vendors, successors, and assigns from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys’ fees, costs, and expert witness fees incurred, including those necessary to successfully establish the right to indemnification), arising from or relating to: (a) any act or omission by you, including any breach by you of this Agreement or allegation or claim against you of negligence, gross negligence, willful misconduct, strict liability, or fraud; or (b) your access to or use of the Program, including the Program Tools.

10.

Limitation of Liability.

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ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PROGRAM.

FURTHER, OUR AGGREGATE LIABILITY TO YOU, UNDER ANY THEORY OF LIABILITY, IN CONNECTION WITH THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE REVENUE PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY

PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.