

The LiveTube User Agreement comprises these [Terms of Service](#) ("Terms"), our [Privacy Policy](#), the [LiveTube Rules](#) and all incorporated policies.

- I. [LIVETUBE TERMS of SERVICE](#)
- II. [LIVETUBE PRIVACY POLICY](#)
- III. [LIVETUBE RULES](#)

**If you live in the United States**, the LiveTube User Agreement comprises these [Terms of Service](#), our [Privacy Policy](#), the [LiveTube Rules](#) and all incorporated policies.

**If you live in the European Union or otherwise outside the United States**, the LiveTube User Agreement comprises these [Terms of Service](#), our [Privacy Policy](#), the [LiveTube Rules](#) and all incorporated policies.

## **LiveTube Terms of Service (if you live in the United States)**

These Terms of Service (" **Terms** ") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads and commerce services that link to these Terms (collectively, the " **Services** "), and any information, text, links, graphics, photos, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as " **Content** "). By using the Services, you agree to be bound by these Terms.

- 1. [Who May Use the Services](#)
- 2. [Privacy](#)
- 3. [Content on the Services](#)
- 4. [Using the Services](#)
- 5. [Disclaimers and Limitations of Liability](#)
- 6. [General](#)

### **1. Who May Use the Services**

You may use the Services only if you agree to form a binding contract with LiveTube and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

### **2. Privacy**

Our [Privacy Policy](https://www.livetube.tv/privacy) (<https://www.livetube.tv/privacy>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, the United Kingdom, and/or other countries for storage, processing and use by LiveTube and its affiliates.

### 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We monitor and control the Content posted via the Services, however, we cannot take responsibility for such Content.

LiveTube respects the intellectual property rights of others and expects users of the Services to do the same. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us, as described in our [Copyright policy](https://www.livetube.tv/copyright) (<https://www.livetube.tv/copyright>). If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by writing to us on [copyright@livetube.tv](mailto:copyright@livetube.tv)

#### Your Rights

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, exclusive, royalty free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world. You agree that this license includes the right for LiveTube to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by LiveTube, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

LiveTube has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

## 4. Using the Services

Please review the [LiveTube Rules](#), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for LiveTube granting you access to and use of the Services, you agree that LiveTube and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, LiveTube's computer systems, or the technical delivery systems of LiveTube's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by LiveTube (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with LiveTube (Note: Scraping the Services without the prior consent of LiveTube is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of LiveTube, its users and the public. LiveTube does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

Any use of our video content aside from the official licensing portal or without prior written permission is strictly prohibited.

### Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We

cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you change or deactivate your registered phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

### **Your License to Use the Services**

LiveTube gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by LiveTube, in the manner permitted by these Terms except as permitted through the LiveTube Services or these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the LiveTube name or any of the LiveTube trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services are and will remain the exclusive property of LiveTube and its licensors. Any feedback, comments, or suggestions you may provide regarding LiveTube, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

### **Ending These Terms**

You may end your legal agreement with LiveTube at any time by deactivating your accounts and discontinuing your use of the Services. See the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the [LiveTube Rules](#), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to prolonged inactivity; or (iv) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: II, III, V, and VI.

## **5. Disclaimers and Limitations of Liability**

### **The Services are Available "AS-IS"**

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "LiveTube Entities" refers to LiveTube, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE LIVETUBE ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The LiveTube Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the LiveTube Entities or through the Services, will create any warranty or representation not expressly made herein.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIVETUBE ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE LIVETUBE ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID LIVETUBE, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE LIVETUBE ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **6. General**

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [livetube.tv](http://livetube.tv), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and LiveTube. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. LiveTube's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and LiveTube Ltd., 4 Chesil Court, Chelsea Manor Street, London, SW3 5QP. If you have any questions about these Terms, please contact us at [terms@livetube.tv](mailto:terms@livetube.tv)

**Effective:** July 1, 2017

# Terms of Service

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## (if you live outside of the US)

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

- 1. [Who May Use the Services](#)
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## 1. Who May Use the Services

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## 2. Privacy

Our [Privacy Policy](https://www.livetube.tv/privacy) (<https://www.livetube.tv/privacy>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, United Kingdom, and/or other countries for storage, processing and use by LiveTube and its affiliates.

## 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are

otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

LiveTube respects the intellectual property rights of others and expects users of the Services to do the same. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us, as described in our [Copyright policy](https://www.livetube.tv/copyright) (<https://www.livetube.tv/copyright>). If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by writing to us on [copyright@livetube.tv](mailto:copyright@livetube.tv)

## Your Rights

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for LiveTube to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by LiveTube, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

## 4. Using the Services

Please review the [LiveTube Rules](#), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for LiveTube granting you access to and use of the Services, you agree that LiveTube and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide.



You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, LiveTube's computer systems, or the technical delivery systems of LiveTube's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by LiveTube (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with LiveTube (NOTE: scraping the Services without the prior consent of LiveTube is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of LiveTube, its users and the public.

LiveTube does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

Any use of our video content aside from the official licensing portal or without prior written permission is strictly prohibited.

### **Your Account**

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you change or deactivate your registered phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

### **Your License to Use the Services**

LiveTube gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by LiveTube, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the LiveTube name or any

of the LiveTube trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services are and will remain the exclusive property of LiveTube and its licensors. Any feedback, comments, or suggestions you may provide regarding LiveTube, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## **Ending These Terms**

You may end your legal agreement with LiveTube at any time by deactivating your accounts and discontinuing your use of the Services. See the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the [LiveTube Rules](#), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to prolonged inactivity; or (iv) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: II, III, V, and VI.

## **5. Disclaimers and Limitations of Liability**

### **The Services are Available "AS-IS"**

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "LiveTube Entities" refers to LiveTube, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE LIVETUBE ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The LiveTube Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the LiveTube Entities or through the Services, will create any warranty or representation not expressly made herein.

### **Limitation of Liability**

THE LIVETUBE ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY

CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND

WHETHER OR NOT THE LIVETUBE ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETIES, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW

## **6. General**

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [livetube.tv](http://livetube.tv), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. LiveTube's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and LiveTube Ltd., a English company with its registered office at 4 Chesil Court, Chelsea Manor Street, London, SW3 5QP, United Kingdom. If you have any questions about these Terms, please contact us at [terms@livetube.tv](mailto:terms@livetube.tv)

**Effective:** July 1, 2017

# LiveTube Privacy Policy

Last modified: September, 1 2017

When you use LiveTube services, you trust us with your information. This Privacy Policy is meant to help you understand what data we collect, why we collect it, and what we do with it. This is important; we hope you will take time to read it carefully.

Our Privacy Policy explains:

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update information.

This Privacy Policy describes how and when we collect, use, and share your information across our apps, websites, SMS, APIs, email notifications, applications, buttons, embeds, ads (collectively, the “Services”), and from our partners and other third parties. When using any of our Services you consent to the collection, transfer, storage, disclosure, and use of your information as described in this Privacy Policy. This includes any information you choose to provide that is deemed sensitive under applicable law.

When this policy mentions “we” or “us,” it refers to the controller of your information under this policy. Your information is controlled by LiveTube Ltd., an English company with its registered address at 4 Chesil Court, Chelsea Manor Street, London, SW3 5QP. Despite this, you alone control and are responsible for the posting of your livestreams and other content you submit through the Services, as provided in the [Terms of Service](#) and [LiveTube Rules](#).

Irrespective of which country you live in, you authorize us to transfer, store, and use your information in the United Kingdom, and any other country where we operate. In some of these countries, the privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live. We rely on various legal bases to lawfully transfer personal data around the world, including the EU-US Privacy Shield and EU Commission approved model contractual clauses.

If you have any questions or comments about this Privacy Policy, please contact us at [privacy@livetube.tv](mailto:privacy@livetube.tv)

## General description on data usage

LiveTube is the easiest way to start or watch a live video broadcast. LiveTube is designed to help you broadcast video publicly all around the world.

When you Go Live from the LiveTube app, your broadcast will be received in our newsroom and produced by a team of LiveTube journalists. We either decline or decide to publish your broadcast. When we chose your broadcast for publication, it is public by default. This includes the metadata provided with your broadcast, such as when and where you broadcast. Your name

will be published alongside with the content, as long as you have not declined this feature prior to Go Live from the app.

We take authenticity of our content very seriously. This includes the validation of the sender of the content. For this reason, we ask all LiveTube users to create an account in order to broadcast and watch videos. We verify both email and mobile number of our users prior to using our app. With this approach we can ensure, that all users can start a live broadcast instantly without any additional verification. This feature is critical when it comes to trusted live news.

If you choose to create or update an account, you may provide some personal information, such as your profile information, phone number and email address. Your profile information on LiveTube is publicly available and includes your username, profile picture and information on your followers. Also, publicly available are your current and past live broadcasts and the locations where these were created. With your consent prior to each live broadcast we will also share your full name with publishers, who we offer your content through the LiveTube licensing platform.

We use and store information about your location to provide features of our Services, such as broadcasting with your location, to improve and customize the Services and to contact you in case of relevant local news for broadcast in your area. We may infer your location based on information from your device. Location services need to be enabled in order to use all functions of LiveTube. We also request users to activate location access while not using the app, so that we can notify them of relevant content close to them as well as ask them to broadcast live from an event happening close to their current location.

## **Specific Information we collect**

We collect and use your information below to provide, understand, and improve our Services.

**Basic Account Information:** If you choose to create a LiveTube account, you must provide us with some personal information, such as your name, username, password, email address and phone number. On LiveTube, only your username is listed publicly, including on your profile page and in search results, and you can use either your real name or a pseudonym. We share your full name with broadcasters upon your prior consent via the app for each individual broadcast. LiveTube takes authenticity and truth on facts very seriously. In order to help our producers to identify reliable and trustworthy content, you can only use the LiveTube app as a registered user and after you have provided and validated your email and mobile number. You can only create one LiveTube account for each email or mobile number.

**Contact Information:** You may use your contact information, such as your email address or phone number, to customize your account or enable certain account features, for example, for login verification. With providing us with your phone number, you agree to receive text messages to that number from us. We may use your contact information to send you information about our Services, to market to you, to help prevent spam, fraud, or abuse. You may use your settings for mobile notifications to control notifications you receive from LiveTube. You may unsubscribe from any specific or all content notifications in the LiveTube app. Other users cannot find you on LiveTube by your email address or phone number. LiveTube will not make your information searchable publicly.

**Your Broadcasts, Lists, Profile, and Other Public Information:** LiveTube is primarily designed to help you broadcast live content to our LiveTube newsroom and from there to the world. Most of the information you provide to us through LiveTube is information you are asking us to make public. You may provide us with your location, a picture and a short description on the content of your broadcast; the metadata provided with LiveTubes, such as when you broadcasted and the client application you used to broadcast; information about your account, such as creation time, language, country, and time zone; and information on upcoming LiveTubes which you will create in the future, people you follow, broadcasts you click or otherwise engage with (such as by commenting or liking). LiveTube might decide to publish your broadcast based on journalistic criteria described in the [FAQ section](#). In case of publication, LiveTube broadly and instantly disseminates your content to a wide range of users, customers, and services, including search engines, developers, and publishers that integrate LiveTube content into their services, and organizations such as universities, media/ marketing organizations and market research firms that analyze the information for trends and insights.

**Location Information:** We may receive information about your location, e.g. when you send a live broadcast to us. We may also determine location by using other data from your device, such as precise location information from GPS, information about wireless networks or cell towers near your mobile device, or your IP address. We may use and store information about your location to provide features of our Services, such as allowing you to broadcast with your location, reach out to you with a notification asking you to livestream to LiveTube when a relevant news is happening around you and to improve and customize the Services, for example with more relevant content like local trends, stories, ads, and content suggestions.

## **How we use information we collect**

We use the information we collect from all of our services to provide, maintain, protect and improve them, to develop new ones, and to protect LiveTube and our users. We also use this information to offer you tailored content – like giving you more relevant search results and ads. We may use the username you provide for your LiveTube Profile across all of the services we offer that require a LiveTube Account. In addition, we may replace past names associated with your LiveTube Account so that you are represented consistently across all our services. We may display your Profile name, Profile photo, and actions you take on LiveTube or on third-party applications connected to your LiveTube Account (such as likes, reviews you write and comments you post) in our services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your LiveTube Account.

When you contact LiveTube, we may keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.

We use information collected from cookies and other technologies, to improve your user experience and the overall quality of our services. One of the products we use to do this is Google Analytics. For example, by saving your language preferences, we'll be able to have our services appear in the language you prefer. When showing you tailored ads, we will not associate an identifier from cookies or similar technologies with sensitive categories, such as those based on race, religion, sexual orientation or health.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

LiveTube processes personal information on our servers in many countries around the world. We may process your personal information on a server located outside the country where you live.

### **Accessing and updating your personal information:**

Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

Keep in mind that also search engines and other third parties may still retain copies of your public information, like your user profile information and public broadcasts, even after you have deleted the information from the LiveTube Services or deactivated your account.

### **Information we share**

We do not share personal information with companies, organizations and individuals outside of LiveTube unless one of the following circumstances applies:

**With your consent:** We will share personal information with companies, organizations or individuals outside of LiveTube when we have your consent to do so. We require opt-in consent for the sharing of any sensitive personal information.

**For external processing:** We might provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.

**For legal reasons:** We will share personal information with companies, organizations or individuals outside of LiveTube if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request.
- enforce applicable Terms of Service, including investigation of potential violations.

- detect, prevent, or otherwise address fraud, security or technical issues.
- protect against harm to the rights, property or safety of LiveTube, our users or the public as required or permitted by law.

**Business Transfers and Affiliates:** In the event that we are involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. This Privacy Policy will apply to your information as transferred to the new entity. We may also disclose information about you to our corporate affiliates in order to help provide, understand, and improve our Services and our affiliates' services, including the delivery of ads.

**Public Information:** We may share or disclose your public information, such as your public user profile information (username and profile picture). Remember: You can decide prior to each live broadcast, if we should share your full name with others. Your username and picture are always public on LiveTube, unless you delete your account.

**Non-Personal, Aggregated, or Device-Level Information:** We may share or disclose non-personal, aggregated, or device-level information such as the total number of times people engaged with a video, the number of users who clicked on a particular link or subscribed to a specific LiveTube (even if only one did), the characteristics of a device or its user when it is available to receive an ad, the videos that people are sharing about in a particular location, or aggregated or device-level reports to advertisers about users who saw or clicked on their ads. This information does not include your name, email address, phone number, or LiveTube handle.

We may share non-personally identifiable information publicly and with our partners – like publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our services.

If LiveTube is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

## **Information security**

We work hard to protect LiveTube and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. In particular:

- We encrypt many of our services using SSL.
- We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict access to personal information to LiveTube employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.



## **Children's Information**

The Services are not directed to children. We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian that has become aware that your child has provided us with Personal Information without your consent, please contact us. If we become aware that a member is under the age of 13 and has provided us with Personal Information without verifiable parental consent, we will delete such information from our files.

## **When this Privacy Policy applies**

Our Privacy Policy applies to all of the services offered by LiveTube Ltd. and its affiliates, but excludes services that have separate privacy policies that do not incorporate this Privacy Policy. Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may include LiveTube services or content, or other sites linked from our services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies and other technologies to serve and offer relevant ads.

**Compliance and cooperation with regulatory authorities:** We regularly review our compliance with our Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

**Changes:** Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

# The LiveTube Rules

Last modified: September, 1 2017

LiveTube aims to become the trusted source for live news – for reporters, audiences and publishers. In order to achieve this goal, there are some limitations on the type of content and behavior that we allow. All users must adhere to the policies set forth in the LiveTube Rules. Failure to do so may result in the temporary locking and/or permanent suspension of account(s).

Please note that we may need to change these rules from time to time and reserve the right to do so. The most current version will always be available at [livetube.tv/rules](http://livetube.tv/rules).

## Content Boundaries and Use of LiveTube

In order to provide the LiveTube service and the ability to live broadcast and watch live content, there are some limitations on the type of content that can be published with LiveTube.

**Trademark:** We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames. Accounts using business names and/or logos to mislead others may be permanently suspended.

**Copyright:** We will respond to clear and complete notices of alleged copyright infringement. Our copyright procedures are set forth in the Terms of Service.

**Content:** You may not use the following content in your profile, your profile picture or any information promoting upcoming LiveTubes. You may not start a live broadcast involving content from the list below. Our producers will decline any live broadcast in breach of the content list below. Accounts violating our content rules may be permanently suspended. We also reserve the right to report users to the authorities, when they are in breach with applicable laws.

- Pornography, adult or mature content
- Violent content
- Content that threatens or advocates for harm on oneself or others
- Content that harasses, intimidates or bullies an individual or group of individuals
- Content that incites hatred against, promotes discrimination of, or disparages an individual or group on the basis of their race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, or other characteristic that is associated with systemic discrimination or marginalization
- Excessive profanity
- Hacking/cracking content
- Illicit drugs and drug paraphernalia content
- Content that promotes, sells, or advertises products obtained from endangered or threatened species.
- Sales of beer or hard alcohol
- Sales of tobacco or tobacco-related products

- Sales of prescription drugs
- Sales of weapons or ammunition (e.g., firearms, firearm components, fighting knives, stun guns)
- Sales or distribution of coursework or student essays
- Content regarding programs which compensate users for clicking ads or offers, performing searches, surfing websites or reading emails
- Any other content that is illegal, promotes illegal activity or infringes on the legal rights of others

**Unlawful use:** You may not use our service for any unlawful purposes or in furtherance of illegal activities. International users agree to comply with all local laws regarding

## **Abusive Behavior**

We believe in freedom of expression and in speaking truth to power, but that means little as an underlying philosophy if voices are silenced because people are afraid to speak up. In order to ensure that people feel safe expressing diverse opinions and beliefs, we do not tolerate behavior that crosses the line into abuse, including behavior that harasses, intimidates, or uses fear to silence another user's voice.

Any accounts and related accounts engaging in the activities specified below may be temporarily locked and/or subject to permanent suspension.

**Violent threats (direct or indirect):** You may not make threats of violence or promote violence, including threatening or promoting terrorism.

**Harassment:** You may not incite or engage in the targeted abuse or harassment of others. This includes our producers as well as everyone working at LiveTube and all registered LiveTube users. Some of the factors that we may consider when evaluating abusive behavior include:

- if a primary purpose of the reported account is to harass or send abusive messages to others;
- if the reported behavior is one-sided or includes threats;
- if the reported account is inciting others to harass another account; and
- if the reported account is sending harassing messages to an account from multiple accounts.

**Hateful conduct:** You may not promote violence against or directly attack or threaten other people on the basis of race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, or disease. We also do not allow accounts whose primary purpose is inciting harm towards others on the basis of these categories.

**Multiple account abuse:** Creating multiple accounts with overlapping uses or in order to evade the temporary or permanent suspension of a separate account is not allowed.

**Private information:** You may not publish, broadcast or post other people's private and confidential information, such as credit card numbers, street address, or Social Security/National Identity numbers, without their express authorization and permission. In addition, you may not post intimate photos or videos that were taken or distributed without the subject's consent. Read more about our privacy policy on [livetube.tv/privacy](https://livetube.tv/privacy)

LiveTube reserves the right to immediately terminate your account without further notice in the event that, in its judgment, you violate these Rules or the [Terms of Service](#).