
STREAMING BOTS LTD TERMS AND CONDITIONS

TERMS AND CONDITIONS

The following terms of service (these "Terms of Service"), govern your access to and use of **STREAMING BOTS LTD** services, including any content, functionality and services offered on or through www.streamingbots.com (the "Site or website").

Please read the Terms of Service carefully before you start to use the Site. By accessing, browsing, registering to use the Site, or Services or by clicking to accept or agree to the Terms of Service & our privacy policy when this option is made available to you, you acknowledge that you have read, understood accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference. If you do not agree to these Terms of Use & Privacy Policy, do not use any portion of the Site, or the Services. Failure to use the Site in accordance with these Terms & Privacy Policy may subject you to civil and criminal penalties.

If you do not agree with all of the provisions of this agreement, you cannot use the Services. To remove any doubt, in the event of any conflict or discrepancy between these Terms and conditions and any other provisions and/or terms and/or otherwise between us and you, the provisions and the terms of these Terms of Use will prevail. Please feel free to contact us with any questions regarding the content of this agreement.

1. ACCEPTANCE OF TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "your" or "user") and **STREAMING BOTS LTD** ("STREAMING BOTS", "we", "us" or "our"), concerning your access to and use of www.streamingbots.com. You agree that by accessing the Site, you have read, understood, and agree to be bound by the terms and conditions and Privacy Policy incorporated. **IF YOU DO NOT AGREE WITH ALL OF THESE TOU, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

In these Terms, "you" and "your" refer to the individual or entity that uses the Site, or Services. "We", "us", or "our" refer to **STREAMING BOTS**. In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

2. USAGE/ ELIGIBILITY

You will use this site in a manner consistent with any, and all, applicable laws, legislation, rules and regulations. If you violate any restrictions in these terms, you agree to indemnify

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STREAMING BOTS for any losses, costs or damages, including reasonable legal fees, incurred by **STREAMING BOTS** in relation to, or arising out of, such a breach.

3. ABOUT STREAMING BOTS SERVICES

STREAMING BOTS remains your Technology Partner for Software Innovation and provides the user with the opportunity to Create 24/7 live streams, grow views & subscribers on Youtube, Twitch, Vimeo & co. The software enables the user to drastically increase your audience through 24/7 streams as streams rank higher than regular videos.

Our service offering include:

- Easy content management via Drag & Drop - regardless whether working with pictures, images, or video files.
- Your stream will be working for you tirelessly. We guarantee an uptime of 99%.
- Upon request your very own stream will be up and running in a few minutes.
- Using our stream editor, it becomes easy to build awesome, customized streams and stand out from the crowd.

4. ACCOUNTS

1. How to set up your account as a Creator account: To set up your account as a Creator account:
 - a. You will need to provide us with personal information, such as Names, Email, Address, Phone No etc. Please note that the use of personal information will be processed solely in line with the terms set out in our website privacy policy.
 - b. We may require you to upload your picture and a means of Identification to verify the user's identity on the platform.
 - c. You may also need to submit additional information depending on the country where you live.
 - d. We may ask you for additional age or identity verification information at any time. We may reject your application to set up a Creator account for any reason.
 - e. You will then be able to start creating livestreams, grow views on any of the linked platforms on the site.
 - f. If you lose access to your account, you can reset your password, but you will need to know the email address used to set up the account to do so. If you do not recall the email address used to set up the account, we may require you to provide identification documents and photos and any additional evidence we may reasonably require to prove your identity.
2. Personal legal responsibility of Creators: Every Creator is bound personally by the Terms of Service. If you have an agent, agency, management company or other third party which assists you with the operation of your Creator account (or operates it on your behalf), this does not affect your personal legal responsibility. Our relationship is with you, and not with any third party, and you will be legally

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responsible for ensuring that all Content posted and all use of your account complies with the Terms of Service.

5. CONTENTS

The following terms apply to the Content posted, displayed, uploaded or published by you as a Creator when using STREAMING BOTS:

- a. Your Content is not confidential, and you authorize your Fans to access and view your Content on STREAMING BOTS for their own lawful and personal use, and in accordance with any licenses that you grant to your Fans.
- b. You warrant (which means that you make a legally enforceable promise to us) that for each item of Content which you post, display, upload or publish on STREAMING BOTS:
 - i. the Content complies in full with the Terms of Service
 - ii. you hold all rights necessary to license and deal in your Content on STREAMING BOTS, including in each territory where you have Fans and in the United Kingdom;
 - iii. you either own your Content (and all intellectual property rights in it) or have a valid license to offer and supply your Content to your Fans;
 - iv. if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on STREAMING BOTS; and
 - v. the Content is:
 1. of satisfactory quality, taking account of any description of the Content, the price, and all other relevant circumstances including any statement or representation which you make about the nature of the Content on your account or in any advertising;
 2. reasonably suitable for any purpose which the Fan has made known to you is the purpose for which the Fan is using the Content; and
 3. as described by you.
- c. You agree that you will be liable to us and indemnify us if any of the warranties at section 5(b) is untrue. This means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of any of the warranties being untrue.
- d. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of STREAMING BOTS. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.

- e. You also agree to act as custodian of records for the Content that you upload to STREAMING BOTS.
- f. You agree and acknowledge that streaming of adult content and other content that violates legal provisions via the platform is also prohibited, and we retain the right to report it to authorities if we are requested to.
- g. You also agree to release us from any liability due to copyright and license concerns when streaming on any of the platforms linked to STREAMING BOTS.

6. EXCLUSION OF LIABILITY FOR EXTERNAL LINKS

The Website may provide links to external Internet sites. **STREAMING BOTS hereby** declares explicitly that it has no influence on the layout or content of linked pages and dissociates itself expressly from all contents of all linked pages of third parties. STREAMING BOTS shall not be liable for the use or content of Internet sites that link to this site or which are linked from it. Our **privacy and cookie notice** do not apply to any collection and processing of your personal data on or through such external sites.

7. INTELLECTUAL PROPERTY

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Kingdom, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

8. YOUR REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use (4) you are not under the age of 18; (5) you are not a minor in the jurisdiction of which you reside, or if a minor, you have received parental permission to use the Site; (6) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (7) you will not use the Site for any illegal or unauthorized purpose and (8) your use of the Site will not violate any applicable law or regulation.

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If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

9. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site, including these Terms of Service and the Privacy Policy.

10. USER LICENSES

In consideration for your acceptance of this Agreement and your payment of all applicable Fees, STREAMING BOTS grants you a personal, limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Site, the Services and the Software solely for your own personal purposes.

You may access and use the Site, Services and Software only in accordance with any instruction manuals, user guides and other documentation as made available by STREAMING BOTS from time to time (“Documentation”).

This is the grant of a license, not a transfer of title, and under this license you may not:

- i. modify or copy the materials;
 - ii. attempt to decompile or reverse engineer any software contained on STREAMING BOTS website;
 - iii. remove any copyright or other proprietary notations from the materials; or
 - iv. Transfer the materials to another person or "mirror" the materials on any other server.
- b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by STREAMING BOTS at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

11. PRICING & MODE OF PAYMENT

To ensure you efficiently use the service, we have set out prices for each of the various services we render via the site. For more information on pricing, please visit www.streamingbots.com/pricing.

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Payments for the purchase of any product can be done with the use of **PayPal, & Stripe Credit cards**. By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for all charges you incur for the purchase of any Subscriptions or other Products (including any applicable taxes and other charges) (each such purchase, an "Order"). You are responsible for, and agree to pay, all such charges. If we or our third-party payment processor cannot obtain authorization for charges to your payment method or if any amounts you authorize us to charge to your payment method are reversed or charged back for any reason, we may, at our option, in addition to any other remedies: cancel or suspend any undelivered portion of your Orders, make second and/or subsequent attempts to charge your payment method, and/or use any other lawful means to collect payment on any outstanding amounts due to us. You will remain responsible to pay all applicable charges for all Orders. You agree to provide and keep current a valid payment method. However, your failure to do so shall not constitute cancellation of any Order. In the event you want to change or update payment information associated with your STREAMING BOTS account, you can do so at any time by logging into your account and editing your payment information

Our acceptable mode of payment for services rendered shall be via '**Bank Transfer**' to the Bank account detailed in the invoice we will send to you when you subscribe to our services.

12. INDEMNIFICATION.

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless STREAMING BOTS, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "STREAMING BOTS Parties"), from and against all actual or alleged STREAMING BOTS Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Services, (b) any Feedback you provide, (c) your violation of these Terms, (d) your violation of the rights of another, (e) any third party's use or misuse of the Site or Services provided to you and (f) any User Content you create, post, share or store on or through the Site or our pages or feeds on third party social media platforms. You agree to promptly notify STREAMING BOTS of any third-party Claims and cooperate with the STREAMING BOTS Parties in defending such Claims. You further agree that the STREAMING BOTS Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and STREAMING BOTS.

13. PROHIBITED USES

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You may not access or use the Site for any purpose other than that for which we make the available. The site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
2. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
3. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as (but not limited to) user passwords.
4. Make improper use of our support services or submit false reports of abuse or misconduct.
5. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
6. Interfere with, disrupt, or create an undue burden of the Site or the networks or services connected to the Site.
7. Attempt to impersonate another user or person or use the username of another user.
8. Use any information obtained from the Site in order to harass, abuse, or harm another person.
9. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
10. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
11. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
12. Delete the copyright or other proprietary rights notice from any Content.
13. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
14. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any parties' functions, operation, or maintenance of the Site.

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15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or pcms”).
16. Except as may be the result of standard search engine or Internet browser usage, use launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
17. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
18. Use the Site in a manner inconsistent with any applicable laws or regulations.
19. Use content without proper attribution
20. Use content in a fashion that does not comply with the content’s specific licensing

14. CHANGES

If **STREAMING BOTS** decides to change these general terms and conditions, we will post the changed terms and conditions on the Website. You are advised to regularly check whether they have changed. Existing contracts will not be affected by such changes.

15. GOVERNING LAW AND JURISDICTION

This general terms and conditions in relation to the use of the website is hereby governed by, and constructed and enforced in accordance with the laws of England & Wales. The competent courts in England & Wales shall have the exclusive jurisdiction to resolve any dispute between you and **STREAMING BOTS**.