

Terms of Service for TwentyThree™

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TwentyThree™, The TwentyThree™ Video Marketing Platform, TwentyThree™ Webinars or TwentyThree™ Personal (hereinafter “the Service”). is a hosted software-as-a-service tool used for managing and distributing online video.

The Service is developed and maintained by TwentyThree™ ApS (“TwentyThree” or “the Company”). By using the Service, any user or representative of the Client organization (“Client”, also referred to as “you”) agrees to be bound by the following terms and conditions (“Terms of Service”). Any new features or tools added to the Service shall also be subject to these Terms of Service.

The Client’s account and content is controlled by individuals (“Users”) acting on behalf of the Client. Users have personal user accounts and can log in to the Service administration panel using a username and password. Some Users may have administrative permissions. Any party accessing the site without a user account is termed a “Visitor”.

“Content” includes, but is not limited to, data, text, information, screen names, graphics, photos, profiles, audio, video, links, photos, comments, customizations, HTML and CSS posted by the Client, the User or the Visitor.

1: USING TWENTYTHREE

1.1 In order to use the Service, you must create a user account with the administrative permissions. You can create User accounts for the Service and share its administrative privileges across the accounts created. User profiles are unique and consist of at least a username, an encrypted password and an e-mail address. You are allowed to remove or disable the User’s accounts at any point in time and you are responsible for the creation of and/or amendments to the User’s profiles.

1.2 Subject to all terms and conditions described herein, TwentyThree will use commercially reasonable efforts to provide the service.

2: PRICES AND PAYMENT

2.1 The cost of the Service is according to the current price list. The cost of the Service includes full product plan capabilities and all upgrades within the chosen price plan. The cost is non-refundable. Traffic and storage exceeding the monthly quota is billed quarterly in arrears. The price per extra started terabyte of traffic is according to the current price list. Extra traffic is considered an additional cost to the cost of the Service.

2.2 The Service is billed in advance unless otherwise agreed in writing. Terms of payment are 8 days from the day the invoice is issued unless otherwise agreed in writing. Failure to pay will ultimately result in the termination of your account and the Service. TwentyThree reserves the right to limit access to the administrative panel or to the entire Service when outstanding invoices are overdue. After the Service is terminated, you will no longer have access to any content, including original video files and other data. TwentyThree does not accept any liability for loss resulting from termination of your account. Termination of the account does not release you from the due payment obligation.

2.3 It is your responsibility to provide the correct and truthful contact and billing information, including Organization name and address along with a full contact name, e-mail address and direct phone number. If you are based in the EU, billing information also includes the organization's VAT number whenever applicable. TwentyThree disclaims any liability resulting from you providing TwentyThree with the incorrect data.

2.4 TwentyThree Personal is a product that is a) free of charge (free version), and when upgraded b) a paid service with certain capabilities outlined in the respective plan (paid version). You can sign up with a credit card (see 2.4) or as a part of your customized enterprise plan as agreed with TwentyThree.

2.5 Credit Card Terms

By submitting credit card information, Client gives TwentyThree permission to charge all fees incurred through its account to the designated credit card with a monthly recurring payment. Client must supply TwentyThree with accurate and complete billing information including legal name, address, telephone number, and a valid credit card to receive the Service.

3: TRIAL, CANCELLATION AND TERMINATION

3.1: TwentyThree™ Video Marketing Platform and TwentyThree™ Webinar might be offered as a no-billing, free of charge trial with full product capabilities including support. This trial account can be used for testing purposes only. After expiration of the trial period, TwentyThree can close the site without any notice, if no agreement on extending the use of the Service has been finalized.

3.2 TwentyThree reserves the right to modify or update the Service from time to time in order to adapt it technically, to change menu guidance or layout or to expand or limit functionality in a way that does not materially alter the Service. Customers use of the service is subject to these Terms of Service, regardless of whether they are utilizing a free version or a paid version.

3.3 TwentyThree reserves the right to discontinue the Service. You will be informed at least 6 months in advance in such instance. In addition, TwentyThree reserves the right to transfer the Service wholly or in part with all the Content, Users and rights to the third party.

3.4 If you are the Client of a paid Service, you can terminate the Service at any time in writing, effective from the beginning of the next payment cycle unless otherwise agreed in writing.

4: SHARING CONTENT PROVISIONS AND LIABILITIES

4.1 You may upload your own material to the account and will by default give the Users of the site access to the Content. You can limit the Visitors' access to view and Users' access to work with such Content.

4.2 You can at any point choose to edit or delete the information and material that you, Users and Visitors have uploaded.

4.3 TwentyThree claims no intellectual property rights over the Content. The Client remains the owner of the account, Content and materials uploaded. However, by setting the Content to be shared publicly, you agree to allow others to view and share the Content.

4.4 You must ensure that the Content's authors consent to making the material accessible for viewing through your site. People present in the Content must consent to making the material accessible for viewing through your site. This applies to all Content, whether uploaded by Users or Visitors. TwentyThree has no liability for the hosted material and shall not perform any clearing of rights.

4.5 TwentyThree disclaims any liability resulting from the Content posted on and activity occurring on your site and under your account. You are also solely responsible for the content posted by others, including but not limited to Users and Visitors.

4.6 You are responsible for the controlling of the access to the Content through the administrative panel of TwentyThree.

4.7 TwentyThree is entitled to use the Client and the way the Client uses the Service as a reference in public communication unless otherwise directed in writing.

5: CODE OF CONDUCT

5.1 You may not use the Service for illegal purposes. You must not, in the use of the Service, violate any copyrights or trademark laws, laws in your jurisdiction and the laws of Denmark (including, but not limited to the Danish Act on Processing of Personal Data, the Marketing Act or the penal code). TwentyThree reserves the right to take necessary action to comply with the law and with judicial rulings, including, but not limited to, removing your Content from the Service without notice.

5.2 You agree not to use the Service to upload, post, e-mail, transmit or otherwise make available any Content that is unlawful, harmful, threatening, pornographic, violent, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. TwentyThree reserves the right to remove any site hosting such content from the Service without notice.

5.3 You shall observe common "etiquette" in presentation of the content and is liable for any Content in violation of these terms posted by both Users and Visitors. If TwentyThree receives a claim from the third party on account of violation of these Terms of Service, which result from the Client's material breach, TwentyThree will forward the claim to you.

5.4 TwentyThree reserves the right to take any action to protect its network and computing resources against harmful activity stemming from either the Client's or Visitors' actions and/or infrastructure. If such activity interferes with the operation of the Service, actions include, but are not limited to, temporarily suspending, degrading or terminating access to the Service for some or all users.

6: SEPARATION OF OWNERSHIP

6.1 TwentyThree holds all intellectual property rights to the Service, including all copyrights, exclusive rights to trademarks, code and graphic elements constituting the Service. All rights reserved. You and your users agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the expressed written permission by TwentyThree.

6.2 You and your Users understand that by uploading material, you accept that TwentyThree and others, whom you give access to the material, obtain a right to use this material as stated in the Terms of Service.

6.3 You remain the owner of the content. TwentyThree is merely providing a service that publishes your Content to the public or a group of individuals. However, as the author/rights holder to the Content, you grant TwentyThree permission to use the Content as required to operate the Service. This includes, but is not limited to, copying the Content between servers operated by TwentyThree and our technical partners, and transmitting the Content to Users and Visitors.

7: PROCESSING OF PERSONAL DATA

7.1 TwentyThree acts as the data processor subject to European Union's General Data Protection Regulation (GDPR) with regards to personal data entered and/or stored by the Client. TwentyThree also acts as the information systems manager subject to the Danish Act on Processing of Personal Data with regards to personal data entered and/or stored by the Client. The terms of this agreement may be amended by a separate Data Processing Agreement between TwentyThree and the Client.

7.2 You agree and warrant that any gathering and publishing of personal referable data through the Service shall take place in accordance with the Danish law at any time, including the Danish Act on Processing of Personal Data and the European Union's General Data Protection Regulation. TwentyThree assumes no liability for your unlawful reproduction, publishing, transferring or processing of personal data.

7.3 You may contact TwentyThree regarding any necessary details on which data have been registered and are processed about you.

7.4 TwentyThree uses external IT suppliers necessary to maintain the technical operation and maintenance of the Service. IT suppliers are data processors for TwentyThree, and you accept that IT suppliers also process the data for which the Organization is the information systems manager. IT suppliers act as data processors instructed by TwentyThree, and do not hold any rights to personal data or any other rights to the information you submit or the material you upload.

7.5 You accept that TwentyThree is using cookies throughout the Service for maintaining and limiting access to administrative functionalities, and, in some cases, Visitor level access. TwentyThree uses cookies for the gathering of anonymous usage statistics. The data and aggregated statistics can be made available for the Organization, and it may be used for optimizing the Service and its functionalities.

7.6 Your data is stored only until you have the account for using the Service. Once this is terminated, so is all your data including personal information and the Content.

7.7 TwentyThree does not transfer any personal details to third parties or collaborating companies for the Company's own marketing purposes.

8: LIMITATION OF LIABILITY

8.1 TwentyThree does not guarantee that the service is available at all times. The Service is offered "as is" and "as available" and delivered on a best effort basis. The terms of this agreement may be amended by a separate Service-Level Agreement between TwentyThree and the Client.

8.2 TwentyThree disclaims any liability for any loss – direct as well as indirect, incidental, special, consequential or exemplary – which may be inflicted on you and includes damages for loss of profits, goodwill, use, data or other intangible losses (even if TwentyThree has been advised of the possibility of such damages) resulting from:

- (i) using the Service;
- (ii) inability to use the Service;
- (iii) defects in the Service;
- (iv) the discontinuation of the Service;
- (v) the cost of procurement of substitute goods and service resulting from any goods, data, information or service purchased or obtained or messages received or transactions entered into through or from Service;
- (vi) unauthorized access to or alteration of your transmission or data;
- (vii) statements or conduct of any third party on the Service;
- (viii) or any other matter relating to the Service.

8.3 TwentyThree is not liable for any loss resulting from damages inflicted by others including, but not limited to Users and Visitors.

8.4 You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (i) transmissions over various networks, and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

8.5 You understand that TwentyThree is only the communicator of information on the Service, including information regarding marketing of your products and service. TwentyThree disclaims any liability, including liability for damages arising from such marketing communication and in compliance with information provided. TwentyThree is not to be involved in any transactions between you and your Visitors. TwentyThree disclaims any liability for such transactions, implementation of such transactions and any defects in this connection.

8.6 TwentyThree disclaims any liability for loss or damage of the Client's data, including uploaded material. The Client is solely responsible for backing up of data and solely responsible for protection of backup copies.

8.7 If in spite of the above, TwentyThree is held liable, no matter the reason, TwentyThree's liability to the Client shall be limited to the received payment of the Service cost which TwentyThree has received from the Client within the previous six months.

9: OTHER

9.1 TwentyThree shall be entitled to terminate the agreement without notice, in whole or in part, in case of your material breach, which is any neglecting of the obligations assigned to you in accordance with these terms.

9.2 In the unlikely event of TwentyThree's material breach of these Terms of Service, you can terminate the profile in writing, provided that TwentyThree does not remedy the breach within 15 days from the moment of the termination reaching TwentyThree.

9.3 TwentyThree reserves the right to change these Terms of Service at any time. The Client will receive prior notice of any changes in the Terms of Service no less than 60 days before such changes take effect.

9.4 Client consents to the fact that the Terms of Service are governed by the laws of Denmark. Client agrees to the exclusive jurisdiction of the courts in Copenhagen, Denmark, over any legal action or proceeding arising from these Terms of Service of its use of the Service.

9.5 Client agrees that TwentyThree may selectively enforce the rights and provisions of the Terms of Service. Client also agrees that if any provisions of the Terms of Service are found to be invalid or unenforceable, Client nevertheless agrees to give effect to the intentions reflected in the provision, and all other provisions remain in effect.

9.6 These Terms of Service constitute the entire agreement between you and TwentyThree regarding the use of the Service, unless otherwise specified in writing. No modification to these Terms of Service shall be valid unless executed in writing by TwentyThree.

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