

Tellyo Website

Terms of Use

By accessing and using this website www.tellyo.com (the "Site") you agree to and shall be bound by the following terms ("Terms").

References in these Terms to Tellyo are to Tellyo Oy a company registered in the Finland under company number 2452347-1.

1. Definitions

"Agreement" means the Software as a Services Agreement signed between you and Tellyo.

"AUP" means Tellyo's Acceptable Use Policy accessible at https://tellyo.com/assets/legal/Tellyo_Terms_of_Use.pdf to which You are bound.

"Content" means all and any video and audio materials including but not limited to text, images, logo, artwork, graphics, pictures, advertisements, sound and any intellectual property contained in the materials uploaded by You to Your User Account in the use of the Services.

"Demo Account" means a provisional account provided to you to test the Services for a temporary period.

"Privacy Policy" means Tellyo's privacy policy located at https://tellyo.com/assets/legal/Tellyo_Privacy_Policy.pdf policy to which You are bound.

"Services" means the professional business to business Tellyo Pro services for You to ingest, edit and share video content to all social media channels and all other services provided to You by Tellyo.

"Service Fees" means the fees You pay for the Services in terms of the Agreement.

"User Account" means the Tellyo account issued to You under the Agreement which contains Your profile and allows you to manage the Content.

"You" and/or "Your" means means the individual, corporation or other entity that (i) has entered into an Agreement, (ii) has received a Demo Account/User Account through Tellyo, and/or (iii) otherwise uses Tellyo's website and/or the Services or any portion thereof. Nothing herein permits You to use the Services without first obtaining the necessary rights and consents described herein and in any Agreement.

2. Grant of Licenses; Scope of License; Restrictions

Grant of Licenses:

(a) Content. You hereby grant Tellyo a worldwide, royalty-free, non-exclusive, transferable (solely to Suppliers) license to perform such acts with respect to the Content solely as are reasonable in connection with providing the Services including, without limitation, the right to: (i) deliver Content

in accordance with the preferences You set using Your User Account and any authorised subaccounts; (ii) secure, encode, reproduce, host, cache, route, reformat, analyse and create algorithms and reports based on access to and use of the Content; (iii) use, exhibit, broadcast, publish, publicly display, publicly perform, distribute, promote, copy, store, and/or reproduce (in any form) the Content on or through the Services; and (iv) utilise Content to test Tellyo's internal technologies and processes.

Scope of Use:

(a) Responsibility for Content. You are solely responsible for all matters arising out of or in connection with the Content including, without limitation, ensuring that the Content does not include Prohibited Content (as defined in the AUP) and does not violate any third party rights, as further described therein and elsewhere in these Terms of Use.

(b) Content. Tellyo, its Suppliers and the Services are passive conduits of the Content and Tellyo and its Suppliers have no obligation to undertake to pre-screen, edit, review, monitor or oversee Content submitted, uploaded, distributed, retrieved, or viewed in connection with use of the Services, and assumes no responsibility or liability relating thereto. You are responsible for Content provided by third parties that may contain errors or omissions, false or defamatory material, and/or material that is offensive, indecent, objectionable, and/or infringing. Under no circumstances will Tellyo or its Suppliers be liable in any way for Content, including, but not limited to, for any defamation, infringement, falsehoods, errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use or publication of any such content posted, delivered, emailed or otherwise transmitted via the Services. You acknowledge Tellyo and its Suppliers are not responsible for preventing or identifying infringement of intellectual property rights or other violations associations with the Content, and Tellyo and its Suppliers assume no responsibility for screening or monitoring for possible (i) infringement or enforcing Your rights or third party rights with respect to Content, (ii) unlawful, inappropriate or unpermitted use, (iii) libel, falsehoods, errors or omissions contained in Content, or (iv) noncompliance governmental laws and/or regulations. If You are an end user, You acknowledge and agree that by using the Services, You may be exposed to Content that is offensive, indecent or objectionable and that Tellyo does not guarantee that any Content will be to Your satisfaction.

(c) Third Party Materials/Products/Services. Any third party products, content, services or links displayed on or through the Services are not referrals or endorsements of any product, service or provider; any and all such offerings are displayed solely for convenience only. The Services may in some cases be permitted for use with third party components or services that may be subject to their own, separate license agreements or special pass-through terms, and You assume all risks and liabilities associated with the use of any such third party offerings, ex. YouTube's Terms of Service (<https://www.youtube.com/t/terms>). For clarity, nothing in this Section (c) diminishes Tellyo's obligations to You under these Terms of Use with respect to Tellyo's (or its Suppliers') technology that is expressly stated as included within the "Services" in Your Contract (the "Tellyo IP"), but instead relates to any access and/or use of third party products and/or services that You elect to utilise in connection with the Tellyo IP (regardless of whether Tellyo provides integration or other services at Your request in connection with enabling or utilising third party products and/or services). If You utilise Tellyo in connection with the Services, Tellyo wants You to know that it is not charging You to view its content, and as such the Fees never include charges for the Tellyo content itself.

(d) Content Preservation and Disclosure. You expressly acknowledge and agree that Tellyo may, but is not required to, preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonable or necessary to: (i) comply with legal process; (ii) enforce a Contract or these Terms of Use; (iii) respond to claims that any Content violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of Tellyo, its Suppliers, users and/or the public. You acknowledge and agree that the technical processing and transmission of the Services, including the Content, may involve (i) transmissions over various networks; and/or (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

(e) Demonstration Accounts. At Tellyo's discretion, You may receive a Demo Account that may include limited access to test certain features and functionality of the Services. Tellyo is permitted to suspend or terminate the Demo Account at any time with or without notice. At the end of any demonstration period as determined by Tellyo, You are responsible for paying applicable fees for use of the Services pursuant to the payment terms and prices designated in a separate agreement between You and Tellyo (or one of its resellers) or, if no such agreement has been executed, then pursuant to the Tellyo's then-current standard pricing schedule, which may (but is not required to) be available on the Tellyo Website or Your Account interface.

3. Available Software

Any software that may be available for download from the Site ("Software") is the copyrighted work of Tellyo and/or its licensors. The Software is made available for downloading solely for end-users' personal use and its use is subject to terms of the end user Services Agreement, which accompanies or is included with the Software. Any reproduction or redistribution of the Software not in accordance with the Services Agreement may result in civil and criminal penalties.

Without limiting the foregoing, copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited. The software is warranted, if at all, only according to the terms of the Services Agreement. Except as warranted in the Services Agreement, Tellyo hereby disclaims all warranties and conditions regarding merchantability, fitness for a specific purpose, title and non-infringement.

4. Copyright and Trademark Information

The contents of this Site are copyright 2016, Tellyo. All rights reserved.

The Tellyo name and device are trademarks of Tellyo. Any queries concerning proper use of Tellyo trademarks should be addressed to Tellyo's legal department:

legal@tellyo.com

The trademarks, product and company names of other companies referred to on this Site are trademarks and service marks of their respective companies. All other trademarks are acknowledged.

Your access to and use of this Site does not grant you any licence or right, by implication, estoppel or otherwise, to use any logos or marks appearing on this Site or on any document which can be downloaded or otherwise accessed from this Site, without the prior written consent of Tellyo or the third party owner of such logos or marks.

5. Warranties, Limitations and Disclaimers

The information presented on this site is understood to be correct in all material respects as of the date of publication. However, it may become out of date and may include omissions, inaccuracies or other errors. It is subject to change without notice, and does not represent any commitment on the part of Tellyo.

All information provided on this site directly or indirectly through this website by hypertext link or otherwise is provided "as is" without warranty of any kind. Tellyo hereby disclaims all warranties with respect to the availability, accuracy, reliability or content of this information, whether express or implied, including without limitation, warranties of title and non-infringement and implied warranties of merchantability, satisfactory quality and fitness for a particular purpose. In no event shall Tellyo be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by you or any third party, whether in contract, tort or otherwise, arising from your access to or inability to access, use of, or reliance upon information obtained from or through this website, even if Tellyo has been advised of the possibility of such damages.

Some jurisdictions do not allow exclusion of certain warranties or limitations of liability in which case the above limitations to exclusions may not apply to you. Tellyo liability in such case shall be limited to the greatest extent permitted by the applicable law.

6. Term and Termination

The term of a Demo Account shall be as determined by Tellyo in its sole discretion. The term of all other agreements shall be as stipulated in each Agreement.

7. Applicable Law

The Terms of Use shall be governed by and construed in accordance with the laws of England and Wales. All disputes arising out of or in connection with this Disclaimer shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

8. Non-Acceptance

If these Terms are not accepted in full, you do not have permission to access the Site and should cease using the Site immediately.

9. Compliance with Laws

You shall adhere to all applicable national, local and international laws and treaties in all jurisdictions in which You use the Services, including, without limitation, all end-user, end-use and destination restrictions issued by UK and other governments. The Services are protected by copyright laws and international treaty provisions. You agree that the Services, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the UK. You agree not to export or re-export the Services, directly or indirectly, to any countries that are subject to UK export restrictions.

10. Publicity and Marketing

Tellyo shall be permitted to line-list You as a customer and use Your standard logo for Tellyo's promotional and marketing use during the Term.