

Terms of Use for Statrics

Welcome to statrics.io! By visiting this website and accessing the information, services and products Statrics BV ("Statrics, we or us") provide at statrics.io, you understand and agree to accept and adhere to these Terms of Use ("Terms of Use").

Description of Statrics

Statrics is a brandable content aggregation service that let content creators connect and curate their stream, video and social media platforms on one page. We also collect and present embedded streams from multiple platforms, including but not limited to Twitch, Facebook Gaming, YouTube and Smashcast, with the ability to watch multiple streams at once ("Statrics").

Our goal is to give users a platform from where they can find new information regarding gaming and esports easier and faster.

You and your Account

When creating an account at Statrics ("Account"), you warrant that the information provided by you are complete and accurate. You are furthermore solely responsible for safeguarding the password you use to access your Account at Statrics and for any activities or actions in your Account. You agree to notify us without delay in the event there is a risk of unauthorized access or use of your Account.

You must be at least 13 years old to create an Account at Statrics or such minimum required age in your country which allows (I) for collection of your personal data or (II) for you to agree to these Terms of Use. If we learn that personal data of persons less than 13 years old or the lesser age required in your country, has been collected on Statrics, we will take the appropriate steps to delete this information and delete your Account at Statrics. Statrics provide various services and tools for you as a Content creator ("Content Creator") for free such as:

- Hosted creator page
- Social media, stream and video analytics
- Growth report
- AI-marketing on STATRICS

It is noted by you that we may use your data in an anonymous and aggregate manner for statistical purposes when we provide some of the above-mentioned services and tools. If you are interested in more information about how we process your data, please read our Privacy Policy.

User Content

Statrics presents user generated content in the form of streams, videos and social media posts and text news from users' streaming, video and social media networks and other information ("Content").

You represent that you have the right to use and share Content which you make available at Statrics, and that such Content, or its use by us as contemplated, does not violate these Terms of Use, applicable law, or the intellectual property rights of others. By making the Content available, you especially represent and warrant that:

- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); and
- the Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party.

It is possible to create fanpages at Statrics that are visible on the platform for fans to visit and follow. Every fanpage has a badge under the creator page name to ensure users that the page is made by the Statrics team. We only collect a stream, video and twitter feed and do not in any way monetize on any user created Content. A Content Creator can claim and take control of a fanpage, brand and personalize it however they want, by contacting us at verifyaccount@statrics.io.

Responsible Use and Conduct

Any action by you that, in our sole discretion: (i) violates the Terms of Use; (ii) restricts, inhibits or prevents any access, use or enjoyment of Statrics; or (iii) through the use of your Account, defames, abuses, harasses, offends or threatens, shall not be permitted, and may result in your loss of the right to access and use Statrics and/or your Account.

Statrics reserve the right to suspend or discontinue the availability of Statrics and/or your Account or any portion or feature of the same at any time in our sole discretion and without prior notice. Your access to Statrics and/or your Account may furthermore be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of Statrics or other actions that Statrics, in its sole discretion, may elect to take.

Intellectual Property Rights

Statrics's names, graphics, logos, page headers, button icons, scripts, and service names are our trademarks and/or trade dress in Sweden and/or other countries (collectively, the "Proprietary Marks"). You may not use the Proprietary Marks without Statrics's prior written permission. Any third party names, trademarks, and service marks are property of their respective owners.

Statrics furthermore owns the copyright to collective work in the selection, coordination, arrangement, presentation, display and enhancement of Statrics and/or the Content. All software used on or within Statrics is Statrics's property or the property of our software vendors and is protected by Swedish and international copyright laws.

Limitation of Warranties

You understand and agree that Statrics is provided "as is" and "as available". This means that we do not represent or warrant to you that:

1. The use of Statrics will meet your needs or requirements.
2. The use of Statrics will be uninterrupted, timely or free from errors.
3. The information obtained by using Statrics will be accurate or reliable, and any defects in the operation or functionality of any Statrics we provide will be repaired or corrected.

Furthermore, you understand and agree that:

4. Any content downloaded or otherwise obtained through the use of Statrics is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such Content.
5. No information or advice, whether expressed, implied, oral or written, obtained by you from Statrics or Statrics or through any stream we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in these Terms of Use.

Limitation of Liability

All Content publicly posted by you in your Account is the sole responsibility of you.

Under no circumstances will Statrics be liable for your Content, including, but not limited to, any errors or omissions in any Content, any loss or damage of any kind incurred as a result of any Content posted, emailed, transmitted or otherwise made available by you in your Account or elsewhere.

Statrics shall furthermore under no circumstances be liable to you for any indirect damages, including but not limited to, loss of profit, loss of goodwill or reputation, loss of opportunity or loss of data. The total liability of Statrics shall also be limited to a maximum amount equivalent to the fees paid under these Terms of Use during the twelve-month period preceding the action giving rise to the applicable damages.

Indemnification

You agree to indemnify and defend Statrics from and against all claims, actions, proceedings, costs (including reasonable legal fees), expenses, losses, damages (other than consequential damages) and liabilities arising from any claim by a third party regarding the Content publicly posted by you in your Account or elsewhere that violates any civil or criminal law or regulation or infringes such third party's intellectual property rights.

Links

Statrics may contain links to third party websites or resources. Under no circumstances will Statrics be responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Statrics of such websites or resources or the content, products, or services available from such websites or resources.

You are solely responsible for all risks arising from any use of such websites or resources and/or any amendment of links to such third party websites or resources to your Account.

Privacy

Your privacy is very important to us. Please read our Privacy Policy where we explain in detail how we process your personal data.

Entire agreement

These Terms of Use are the entire and exclusive agreement between Statrics and you regarding Statrics.

Statrics reserve the right to update, amend and/or change these Terms of Use at any time in our sole discretion and without notice. Updates to these Terms of Use will be posted on www.statrics.io. Amendments will take effect immediately upon us posting the updated Terms of Use. You are encouraged to revisit the Terms of Use from time to time in order to review if any changes have been made.

Termination of Terms of Use

These Terms of Use will continue to apply until terminated by either you, through deactivating your Account and/or discontinuing your use of Statrics, or by Statrics at any time in its sole discretion and without prior notice.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Belgium, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

Any dispute, controversy or claim arising out of or in connection with these Terms of Use shall be finally settled by Swedish courts, with the Stockholm district court as the court of first instance.

Contact Information

If you have any questions about these Terms of Use, you can contact us at info@statrics.io or at the following address: Statrics BV, company. no. BE0763437411, Marktstraat 36, 8510 Marke (Kortrijk) Belgium.

These Terms of Use were updated as of January, 2021.