

General Terms & Conditions

Version 2013.01.01-1

These General Terms and Conditions for uploading, managing, publishing and distributing digital content using Streamio AB's online services.

1. Application

Streamio AB's online services are solely intended for registered companies and organizations. Streamio will not enter into any business or other contractual agreements with individuals, unless they represent/are employees of a registered company or organization.

These General Terms and Conditions set forth the terms and conditions under which digital content can be uploaded, managed, published and distributed using Streamio AB's online services. They apply to each company, organization and individual representatives/employees that signs up for and/or uses any of Streamio AB's online services.

2. Digital Content

For the purpose of these General Terms and Conditions, the term "digital content" makes reference to and includes, but is not limited to:

- video
- audio
- text
- images
- links to digital content

3. Liability for Digital Content

It is the Customer, not Streamio AB, who is the owner of and/or solely responsible for the digital content uploaded, managed, published and distributed using Streamio AB's online services.

It is the Customer, not Streamio AB, that must own, or have the necessary rights, to any and all digital content that is uploaded, managed, published and distributed using Streamio AB's online services.

By accepting these General Terms and Conditions, the Customer agrees that the digital content they upload, manage, publish or distribute using Streamio AB's online services can't be deemed unlawful or otherwise unfit for storage and/or distribution, must not invade on someone else's privacy and should not infringe on the intellectual property rights of any third party.

It is the responsibility of each customer to analyze and critically assess their digital content prior to uploading, publishing and distributing it using Streamio AB's online services.

Streamio AB will not be responsible for any measures taken based on any digital content that a Customer, or any other user that has been granted access to the Customers' account, may have uploaded, managed, published or distributed using Streamio AB's online services.

4. Right to Delete Information and Suspend Users

In case of a breach or violation to the terms set forth in these General Terms and Conditions, Streamio AB reserves the right to remove any or all digital content stored on any of Streamio AB's online services.

Streamio AB also reserves the right to suspend or terminate user access to the online services provided by Streamio AB, if a user is misbehaving. If these violations are deemed to be illegal, a police report may be filed.

5. Subscriptions

Streamio AB's online services are available through monthly subscriptions. By signing up for a monthly subscription, the customer undertakes to pay the current price of the paid subscription service, as changed from time to time.

All monthly subscription services, free and paid, automatically renew for a period of thirty (30) days until a customer cancel their subscription online or in writing by sending an email to support@streamio.com.

Customers can upgrade or downgrade their subscriptions online at any time. Any upgrade goes into effect immediately and replaces the previous subscription. Any downgrade goes into effect at the end of the current 30-day subscription period.

All prices are exclusive of value added tax and other indirect taxes. These will be charged according to current taxes applicable at the time of signing a new (or renewing an existing) subscription.

6. Monthly Storage and Transfer Allowances

Each subscription comes with a Monthly Storage and Transfer Allowance (expressed in gigabytes, GB). These monthly allowances vary depending on the subscription plan the customer has selected.

Non-paying customers, i.e. customers of Streamio AB's free monthly subscription services, who surpass 100% of their monthly transfer allowance within a given 30-day period, will be emailed a notification on how to upgrade to a paid subscription service with greater monthly traffic allowance.

Non-paying customers, i.e. customers of Streamio AB's free monthly subscription services, whose account usage surpass 125% of their monthly transfer allowance within a given 30-day period, will have their accounts temporarily suspended and distribution interrupted until their allocated monthly allowance has been reset or their account has been upgraded to a paid subscription service.

Paying customers of Streamio AB's monthly subscriptions services, whose account surpass 100% of their monthly transfer allowance within a given 30-day period, will be emailed a notification on how to upgrade to a subscription plan with a greater monthly transfer allowance.

Paying customers of Streamio AB's monthly subscriptions services, whose account surpass 100% of their monthly transfer allowance within a given 30-day period, acknowledges, understand and accept that Streamio AB will charge them an overage fee for each excess gigabyte of data transferred during a given 30-day period. These overage fees may vary depending on the paid subscription service the customer has selected.

It is the customers' own responsibility to track the usage of their monthly storage and transfer allowances.

All monthly storage and transfer allowances are reset on the first day of a renewed subscription period.

Users opening multiple accounts to circumnavigate these allowances will be deemed in breach of policy and suspended from further usage of Streamio AB's online services.

7. Customer Support

Online Support Center

Streamio AB offer all customers and individual users free access to an Online Support Center, available online at <http://support.streamio.com>. The Online Support Center features a searchable archive of videos, articles, instructions, recommendations and other information relevant to the use of Streamio AB's online services.

Any inquiries by telephone, email or other digital communication services will only be answered by Streamio AB's Customer Support team if the answer(s) to a specific inquiry is not already available in the Online Support Forum.

Premium Support

Streamio AB offers Premium Support to all customers who have signed up for a paid subscription that includes Premium Support. Premium support allows the customer and all users registered to a customer's account, to contact Streamio AB:s Customer Support team via telephone or email during standard office hours (09:00 – 17:00 local Swedish time).

Streamio AB:s Customer Support Team will respond to all incoming inquiries or support requests as soon as possible, generally within 24 hours.

VIP support

Streamio AB offers VIP Support to all customers who have signed up for a paid subscription that includes VIP Support. VIPsupport allows the customer and all users registered to a customer's account, to contact Streamio AB:s Customer Support team via telephone or email during standard office hours (09:00 – 17:00 local Swedish time).

Streamio AB:s Customer Support Team will respond to all incoming inquiries or support requests as soon as possible, generally within 2 hours.

Technical Assistance

Certain customer inquiries may at times require the involvement of and response from of one or more members of Streamio AB's Technical Operations or Product Development Teams, or a third party.

These inquiries may not always be considered Standard Customer Inquiries, but rather as Requests for Technical Assistance.

Streamio AB can only provide its customers with limited Technical Assistance, depending on the nature of the inquiry and time available. Technical Assistance will, under any circumstances, only be provided to a given customer following the acceptance and signature of a written proposal, stating the price and the specific Terms and Conditions for the Technical Assistance provided.

Streamio AB reserves the rights to determine when a customer inquiry shall be considered a Standard Customer Inquiry and when it shall considered a Request for Tehnical Assistance.

Third-Party Products and Services

Streamio AB does not provide any support, any guarantees or take any kind of responsibility for any and all third-party products and services that a customer may or may wish to use or connect to any of Streamio AB's online services.

8. Cancellations and Terminations

Customers are at any time free to downgrade and/or cancel their subscription online or in writing by sending an email to support@streamio.com.

Streamio AB will, however, never refund any paid subscriptions or overage fees, unless the Customer Support team determines that specific mistakes have been made that could justify a partial or full refund.

Subscription cancellations take effect immediately and all digital content and information stored on the customer's account will be permanently deleted.

Streamio AB may also terminate any and all agreements if a customer; (1) becomes insolvent, bankrupt, or enter into any arrangement with creditors; (2) cancels/defaults on their monthly payments to Streamio; (3) has been suspended from the service; or (4) is in breach of these general conditions.

In the event of a termination, Streamio AB reserves the right to delete all or part of the digital content and information stored on a customer's account. Terminations will, under no circumstances, entitle a customer to a full or partial refund.

9. Privacy

By becoming a registered user on any of the online services provided by Streamio AB, all customers and registered users implicitly consent to Streamio AB storing any and all information provided by the user upon registration.

Streamio AB uses cookies to store statistics and traffic information concerning a users' visits at one of Streamio AB's websites. A cookie is a text file that is sent from Streamio AB's servers and stored in a users' web browser. If a user does not wish to accept cookies, they may change the settings on their web browser to automatically deny storage of cookies.

Streamio AB will not share, rent or sell any personal information to any third party. Streamio AB will only store personal information of customers and registered users and will delete this information upon termination of an agreement and/or account.

10. Liability and Limitation of Liability

Registered Users and Customers agree to indemnify and hold Streamio AB harmless from all liabilities, claims, demands and expenses (including reasonable attorney fees) that may arise from any breaches of these General Terms and Conditions, any invasion of a person's privacy or any infringement of any third party's intellectual property resulting from any digital content that has been uploaded, managed, published and/or distributed using Streamio AB's online services.

In addition to any other limitations of liability provided for in these General Terms and Conditions, Streamio AB shall not be liable for any indirect or consequential damage, such as loss of profit or business interruptions, arising out of any negligence by Streamio AB. The aggregate liability of Streamio shall in no event exceed the sum of the fees of the services during the term of the agreement or a half price base amount (*as defined in the National Insurance Act, 1962:381*), whichever is smaller.

Streamio AB will not replace any damages caused, directly or indirectly, by fire, flood, elements of nature, acts of God, acts of war, terrorism or civil unrest or any other similar cause beyond the control of Streamio AB, provided that the causes could not have been prevented by reasonable precautions.

11. Internet Security

Streamio AB's online services are, like any other online services, potentially vulnerable to various security risks. Streamio continuously strives to reduce such risks but, when using online services, Streamio AB is thus unable to guarantee that a customer and/or registered user will never be subject to theft of passwords, electronic intrusion, manipulations, hacking and other unauthorized or premature disclosure of information and/or content that is uploaded, managed, published or distributed using any of Streamio AB's online services.

12. Request for damages

Any notice of request for damages shall be made in writing and sent to support@streamio.com. If the request is not made within ninety (90) days after the event that caused the damage, the right to declare damages shall be lost, provided that the request could have been made within that time.

13. Changes to the Terms and Conditions of Service

Streamio AB reserves the right to modify these General Terms and Conditions, as well as the pricing of Streamio AB's online services, in whole or in part, at any time. Changes in the General Terms and Conditions shall be effective thirty (30) days after notice of such change is posted at www.streamio.com, sent via e-mail or given by any other agreed procedure.

14. Contact Information

Information and notifications can be sent to Streamio AB, P.O Box 3153, SE-10363, Stockholm, Sweden. Streamio AB can also be reached by phone at +46 (8) 410 600 45 or by email to support@streamio.com.

15. Governing Law and Disputes

These General Terms and Conditions shall be governed and construed in accordance with the laws of Sweden. Any dispute shall be settled by the courts of Sweden.