

Terms of Service

Please read these Terms of Service ("Terms") carefully before using any Service of apiq.live ("us", "we", or "our"). These Terms apply to all visitors and other individuals who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

The use of our Service is also subject to our Privacy Policy.

Exclusive Application of these Terms

Unless specified otherwise in these Terms, changes, additions and divergences to these Terms are not valid unless confirmed in writing by us.

Service Eligibility

Subject to these Terms are Content Creators, Advertisers, Users and any Visitors to apiq.live and/or using our Service (?you?, ?your?).

Our Service does not address anyone under the age of 18 ("Minimum Age"). However, if applicable law requires that you must be older in order for us to lawfully provide the Service to you without parental consent (including using of your personal data) then the Minimum Age is such older age. We reserve the right to conduct an age verification process to comply with child protection legislation.

To use the Service, you agree that you must be the "Minimum Age" and you are not already restricted by us from using the Service.

Your Account

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

We may request from you a personal identification document or trading license to comply with money transfer legislation.

The creation of multiple accounts per individual is not permitted.

Using the Service

You agree that you may not:

- act in an unlawful or unprofessional manner in connection with our Services, including being dishonest, abusive or discriminatory;
- post content (specifically Sponsored Messages) that conflicts with the brand it is associated with;
- post inaccurate, defamatory obscene, shocking, hateful, threatening or otherwise inappropriate content or airing personal grievances or disputes;
- harass, abuse or harm another person;
- copy, use, disclose or distribute any information obtained from the Service, whether directly or through third parties (such as search engines), without our express prior written consent;
- develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology or manual work) to scrape the Service or otherwise copy profiles and other data from the Service;
- violate the our intellectual property rights and intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. You are solely responsible for the content that you provide. We will not accept any third party legal claim that may arise from it;
- use, disclose or distribute any data obtained in violation of this policy.
- we reserve the right to cancel payments and close your account in the event of non-authorized, non-transparent and inadmissibly generated advertising displays. Your payment may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates). Your payments are subject to the [PayPal](#) fund claiming policy.

Intellectual Property; Grant of License

The Service and the original content associated with it, features and functionality are and will remain the exclusive property of us and, if and to the extent applicable, our licensors. The Service is protected by copyright, trademark, and other intellectual property rights. Our trademarks and trade dress may not be used in connection with any product or service without our express prior written consent.

If and to the extent you are interacting with our Service as a User, you are granting to us a license to the content you are posting and/or submitting on or via <https://apiq.live>. Specifically, this license extends to the content and appearance of any messages and posts you are generating and/or submitting via our

Service. You are granting to us such license free of charge. The license shall be non-exclusive, worldwide, perpetual, unrestricted, transferrable and sub-licensable.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

The following shall survive termination:

- our rights to use and disclose your feedback;
- any license you granted to us during the factual use of our Service;
- sections "Limitation of Liability", "Governing Law", "Intellectual Property" of these Terms;

Limitation of Liability

Our liability shall be limited to:

- cases of the absence of a guaranteed feature guaranteed;
- cases of culpable action by us causing death, personal injury or damage to health;
- damages caused by any intentional or grossly negligent action by us.

In case of our breach of a cardinal duty (see above) caused by slight negligence our liability shall be limited to damages typically foreseeable in the process of fulfilling obligations as set forth in the contract.

Our liability under applicable product liability laws shall remain unaffected.

The aforementioned liability stipulations shall apply mutatis mutandis as regards actions of all our agents, employees, legal representatives and individuals used to perform our obligations

Save for the aforementioned cases of our liability, we, our directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for indirect, incidental, special, consequential or punitive damages, including, inter alia, loss of profits, loss of third party accounts, access to third party services, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) conduct or content of any third party on the Service; (iii) content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Save for the aforementioned cases of our liability, your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. We, our subsidiaries, affiliates, and our licensors do not warrant that a) the Service will function in an uninterrupted and/or completely secure manner, nor that it will be available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

We are hereby not affiliated, approved, endorsed or otherwise connected with any live steaming platform in market. Please make sure that by using apiq.live you operate in line with your live streaming network's terms of service, code of conduct, affiliate or partnership agreements - we hereby do not encourage you to run afoul with any of your platform's rules. To avoid any confusion, we operate 100% independently, we are in no way affiliated, approved, endorsed or otherwise connected with Twitch, YouTube Gaming, Mixer, Smashcast, Facebook Live, DLive or any other live streaming platform worldwide.

No Waiver of Rights

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Severability

If any provision of these Terms is held by a court to be ineffective, the remaining provisions shall remain in effect, and you shall agree with us on an effective provision which reflects the content and purpose of the ineffective provision to the widest extent possible. The aforementioned mechanism shall apply mutatis mutandis if the aforementioned documents contain a gap.

Contact Us

If you have any questions about these Terms, please contact us info@apiq.live