

MixBit Terms of Service

Last Updated: 7 April 2014

Welcome to MixBit!

AVOS Systems, Inc. provides MixBit – the service that enables users to create, collaborate, and share interesting videos through our downloadable application, MixBit, and our website located at www.mixbit.com. For simplicity, we'll refer to any or all of this as the “Service”.

When you access or use the Service, you are agreeing to the following terms and conditions (“Terms”) and acknowledge that they are a binding legal agreement between you and AVOS.

By accessing or using the Service on behalf of an organization, like a company, you are also agreeing to these Terms on behalf of that organization and saying that you are authorized to do that.

A little terminology: We use ‘video’ to mean a collection of clips that have been combined to play together. A ‘clip’ is a segment of video that has been recorded without stopping, i.e., once you stop and start recording again you’ve finished one clip and started on another. If a video has only a single clip then the clip and video are the same thing. Whenever we refer to videos in these Terms we mean videos and clips unless we say otherwise

The Basics

Our goal is to provide a valuable and enjoyable service and these Terms are intended to help achieve that goal. Please read all of these Terms, and the [MixBit Privacy Policy](#) to be sure you understand how it all works. Here are a few basic principles (more details on these are further down):

- ***What’s yours is yours and vice versa.*** When you add content to the service you are NOT giving us ownership of what you added. Likewise, we are not giving you ownership of anything belonging to AVOS. You are giving us (and other MixBit users) certain rights to use things you add to the Service as part of the Service (**including exporting and using them off of the Service**) and we are giving you the right to use the Service.
- ***Other users can re-use your content in their projects.*** The Service is a collaborative and re-using content shared by others is allowed and encouraged. Videos or other content you upload to the Service may be re-used by others in their own projects on the **and those projects may be exported off the Service for user on other sites or elsewhere beyond our control**. The only way to prevent this is not to upload a video in the first place or to remove it if you’ve changed your mind about having it be available. Please see the [MixBit Privacy Policy](#) for information on how the publishing settings impact what happens when people re-use content.
- ***Content you put on the Service may be public so consider carefully what you add and how you add it.*** The [MixBit Privacy Policy](#) gives you full details on what is public and what is private.
- ***Be good and play nicely.*** The Service is only provided for lawful purposes and not for engaging in or promoting illegal activity. Also, don’t do things that would harm the Service or make it less enjoyable for others. If something you want to do on the Service violates the Terms or the law, don’t do it. Please also see the [MixBit Community Guidelines](#) for more information.

Who Can Use MixBit?

The Service is intended solely for persons who are 13 or older. If you are not 13 or older, do not use the Service. If you use or access the Service you are telling us that you are 13 or older.

Can I connect the Service to my account on a social network like Twitter or Facebook?

Yes, we will be enabling linking your MixBit account to social networks. When you choose to create an account on the Service you will have the opportunity to register with and/or link the Service to certain other services on which you are a member, things like Twitter and Facebook. You may also choose to link to these services after creating your account. You do NOT need to register via another site or connect the Service to your other accounts, but if you do please be aware that you are authorizing us to access your account information on those other sites on your behalf. Independent of whether you choose to log in with a social network, you will also be given the opportunity to associate MixBit profile with your identities on social networks if you've registered those with the Service. **You will also be given the ability to export videos to certain social networks or other services.** See the [MixBit Privacy Policy](#) for more details.

What happens when I add something to the Service?

We'll use the term, "User Content" to mean anything and everything a user adds to the Service. The most common thing users will add are videos and information relating to those videos like tags, titles, and descriptions. This information will be publicly available. See the [MixBit Privacy Policy](#) for more details.

Your User Content is yours and User Content added by others is theirs. By adding something to the Service you are not giving AVOS or anyone else ownership of that User Content.

When you put User Content on the Service, you give us (and our service providers, partners and other users) free and unlimited rights to use your User Content as part of the Service, including as the Service may evolve in the future, **and to export your content for use beyond the Service.** This means we can use, including copying, modifying etc..., what you put on the Service as part running the Service worldwide and including things like enabling it or making it available on different devices and platforms. For example, this license allows us to make your videos and related information available to others as part of their use of the Service. This also means that other users of the Service can use your publicly available content as part of their use of the Service. For instance, this means if you upload a video another user could take a clip (or more than one) from your video and use it in one of their videos **and then publish that video on the Service or export it to another website or elsewhere.** **If you do not want your User Content used in other peoples' projects on or off the Service you should not add it to the Service.**

You are responsible for what you do on the Service.

You are responsible for your use of the Service and all of your User Content; we are not responsible or liable for any use of your User Content. Depending on your privacy settings, your User Content may be used by us, other users, and our partners. If you don't have the right to submit your User Content for such use, it may subject you to liability. When you add content to the Service you are representing that you have all the necessary rights to do so and to enable others to use the content as described in these Terms.

Can I remove content I add to the Service?

Yes, you may remove your User Content from the Service at any time by specifically marking it for deletion. If you remove a clip or a video then that clip or video will be removed from all other videos **on the Service** which contain it whether created by you or another user. **Please note, however, that we will not be able to remove your User Content from any videos which have been exported from the Service.** If you choose to remove your User Content or to terminate your Account, your User Content will be removed from our systems in a commercially reasonable amount time (e.g., time enough to allow our services to update); provided however, we may retain an archived copy as required by law. In addition, in certain instances, copies of your User Content may continue to exist beyond our control. For example, to the extent that **it has been exported off the Service or if** search engines or others archive pages it's possible your content will remain available through those search engines even though it's not available on the live version of our site (or even in any cached versions we maintain).

Should I back-up my content?

Yes. While we do not anticipate an event where a user's information would be lost, we cannot guarantee it will never happen. Therefore, it's your responsibility to back-up your User Content. You agree that AVOS is not responsible or liable for the deletion of, or the failure to store or to transmit any User Content. Users whose accounts have been terminated by AVOS as allowed in these Terms will need to contact AVOS directly if they wish to obtain a copy of the User Content they added. AVOS will consider such requests on a case-by-case basis and is under no obligation to grant such request or provide such information.

We are not Big Brother.

AVOS has no obligation to monitor your access to or use of the Service or to review or edit any User Content you choose to add and we do not do so as part of our normal operations; however, AVOS has the right to do these things for the purpose of operating the Service and/or to ensure your compliance with these Terms, the [MixBit Community Guidelines](#) and applicable laws. AVOS reserves the right, at any time and without prior notice, to remove or disable access to any content on the Service that AVOS, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Service.

We are also not your Mother, but we do want you to be careful when crossing the Internet.

The Service contains videos and other information that our users have shared which may include links to other sites. If you choose to view a video or click on a link you may be exposed to content that is offensive, harmful, inaccurate or otherwise inappropriate. If you aren't sure a video or link is safe and inoffensive to you, don't watch it or click on it. If you watch a video or choose to click on a link to another site and something bad happens we are not responsible or liable in any way. We're not responsible for the content of other sites and we're not responsible for the videos or links users share on the Service. Just because a user has shared a link or video does not mean it's safe or inoffensive and the fact that the link or video is on the Service does not mean we have checked it, endorsed it or otherwise determined it's ok for you to visit, we have not. You assume all risk from visiting sites linked to or watching videos shared on the Service.

Copyrights and Trademarks: Don't Infringe Other People's Rights!

AVOS respects copyright and trademark laws and expects its users to do the same. AVOS has adopted and implemented a policy that tells copyright owners how to notify us if they believe content on the Service infringes their rights. Please see the [MixBit Copyright Policy](#) for further information.

We have the right to and will terminate users' accounts if they repeatedly infringe or are believed to be repeatedly infringing other people's rights. We also reserve the right to require a user to change their username for any reason including infringement of someone's rights.

By the way, copyright and trademark laws also protect the Service and AVOS exclusively owns all rights to the Service except as expressly provided in these Terms. All trademarks, service marks, logos, trade names and any other proprietary designations of AVOS used herein are trademarks or registered trademarks of AVOS. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners.

What Not To Do

Please take a look at the [MixBit Community Guidelines](#) to understand what we consider acceptable. Violating those guidelines may be a violation of these Terms in our sole discretion. In addition to the guidelines, here's a list of some other things most of which should be obvious to make sure people are clear about what it's not ok to do on the Service:

DO NOT:

- Post, submit or transmit any User Content that constitutes a direct, specific threat of violence against another or which advocates harming oneself;

- Post, submit or transmit any User Content that constitutes sexually explicit material or pornography;
- Use the Service for an unlawful purpose or for promotion of illegal activities;
- Impersonate others through the Service in a manner that does or is intended to mislead, confuse or deceive others;
- Access, tamper with, or use non-public areas of the Service, AVOS' computer systems, or the technical delivery systems of AVOS' providers;
- Attempt to probe, scan, or test the vulnerability of any AVOS system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by AVOS or any of AVOS' providers or any other third party (including another user) to protect the Service or any content on the Service;
- Attempt to access or search the Service or any content on the service or download any content from the Service through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by AVOS or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Service to send altered, deceptive or false source-identifying information;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, intentionally linking to malicious content, overloading, flooding, spamming, or mail-bombing the Service;
- Collect or store any personally identifiable information from the Service from other users of the Service without their express permission; or
- Encourage or enable any other individual to do any of the foregoing.

When it's Over

If you violate any of these Terms, your permission to use the Service may be suspended or permanently revoked. We reserve the right to suspend, disable or terminate your Account, in our sole discretion and without prior notice to you, with or without cause. You may cancel your Account at any time via the "Settings" section of your Account.

Got Feedback?

Any feedback, comments and suggestions for improvements to the Service that you submit to AVOS ("**Feedback**") will be the sole and exclusive property of AVOS and by submitting such Feedback you irrevocably assign to AVOS and agree to irrevocably assign to AVOS all of your rights in all such Feedback, including all related intellectual property rights. Your submission of any Feedback to AVOS is entirely voluntary and we will be free to use such Feedback as we choose and without any obligation to you.

The Service is Available "AS-IS"

Your access to and use of the Service and any content available on or through the Service is at your own risk. You understand and agree that the Service and content available on or through the Service are provided to you on an "AS-IS" and "AS-AVAILABLE" basis. WITHOUT LIMITING THE FOREGOING,

AVOS EXPLICITLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty (i) that the Service or any content available on or through the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis; or (ii) regarding the quality of any products, services or content or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Service. No advice or information, whether oral or written, obtained from AVOS or through the Service will create any warranty not expressly made herein.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER AVOS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, 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) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE; AND (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AVOS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL AVOS' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE EXCEED FIFTY DOLLARS (\$50). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AVOS AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms, including any claims arising from or related to the use of the Service or Service Content, will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

We may make Modifications or Changes

AVOS may, its sole discretion, choose to modify, discontinue or terminate the Service, at any time and without prior notice. AVOS may also choose to modify the Terms. If we choose to modify the Terms, we'll post them and give you a chance to provide feedback before they become effective except in extraordinary circumstances where we think it's important for them to become effective as soon as they are posted in which case we'll make that clear. Once they become effective your continued use of the Service will mean you agree to be bound by the new terms. If you don't agree then you need to stop using the Service.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between AVOS and you regarding the Service and Service Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between AVOS and you regarding the Service and Service Content.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without AVOS' prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. AVOS may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by AVOS (i) via email (in each case to the address that you provide); or (ii) by posting on the Site or via the Service. For notices made by e-mail or posting, the date of receipt will be deemed the date on which such notice is transmitted or posted, whichever is earlier.

General

The failure of AVOS to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of AVOS. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Contacting AVOS

If you have any questions about these Terms, please contact AVOS at contact@MixBit.com.

Now get out there and start creating and sharing some great videos!