

## Terms of Service

**Effective Date:** 02-06-2025

**Website:** <https://www.tubeway.io>

**Operated by:** Video Bee BV – established in the Netherlands

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### 1. Acceptance of Terms

By accessing or using this website (“Website”), you agree to be bound by these Terms of Service (“Terms”) and our [Privacy Policy](#). If you do not agree with these Terms, please do not use our Website.

We may revise these Terms at any time. Continued use after changes constitutes acceptance.

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### 2. Eligibility

You must be at least 16 years old to use this Website. By using the Website, you confirm that you are legally permitted to do so under applicable law.

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### 3. Use of the Website

You agree to use the Website only for lawful purposes and in accordance with these Terms. You shall not:

- Use the Website to commit fraud or any unlawful activity
  - Attempt to gain unauthorized access to other systems or networks
  - Disrupt or interfere with the Website’s operation
  - Upload malicious code, malware, or perform vulnerability scanning without permission
  - Violate our intellectual property or that of others
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### 4. User Accounts (If Applicable)

You may be required to create an account to access certain parts of the Website.

You agree to:

- Provide accurate and complete information
- Keep your login credentials confidential
- Notify us immediately of unauthorized use of your account

We reserve the right to suspend or terminate accounts that violate these Terms.

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### 5. Intellectual Property

All content on this Website, including but not limited to text, images, logos, videos, designs, and code, is the property of [Your Company Name] or licensed to us, and is protected by Dutch and international intellectual property laws.

You may not copy, reproduce, distribute, or create derivative works without our written permission.

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## 6. Links to Third Parties

Our Website may contain links to third-party websites or services that we do not own or control. We are not responsible for the content, privacy practices, or terms of those sites. Use them at your own risk.

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## 7. Availability and Warranty Disclaimer

We strive to keep the Website available and secure but cannot guarantee uninterrupted or error-free operation.

**The Website is provided “as is” and “as available,” without warranties of any kind, either express or implied,** including fitness for a particular purpose, accuracy, or non-infringement.

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## 8. Limitation of Liability

To the fullest extent permitted by Dutch and EU law, [Your Company Name] shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from:

- Your use or inability to use the Website
- Errors or omissions in content
- Any unauthorized access to or alteration of your data
- Malware or other harmful components transmitted via the Website

If we are found liable, our liability will not exceed €100 or the amount you paid us in the past 12 months, whichever is greater.

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## 9. Indemnification

You agree to indemnify, defend, and hold harmless [Your Company Name], its directors, and employees from any claims, liabilities, damages, or expenses (including legal fees) arising from your use of the Website or violation of these Terms.

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## 10. Termination

We reserve the right to suspend or terminate your access to the Website at any time, without notice, for any breach of these Terms or if required by law.

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## **11. Governing Law & Jurisdiction**

These Terms are governed by the laws of the **Netherlands**. Any disputes shall be submitted to the competent courts of the district where [Your Company Name] is established, unless otherwise required by EU consumer protection regulations.

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## **12. Contact**

If you have any questions about these Terms, please contact:

Video Bee BV  
Naarderweg 16  
1217 GL Hilversum  
The Netherlands

KvK-number: 82046336  
Email: [info@tubeway.io](mailto:info@tubeway.io)