

VideoNest Terms of Service

Last updated October, 2nd 2024

Introduction

These terms of use are entered into by and between you (“you“ or “your”) and VideoNest LLC. (“we,” “us” or “our”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of our products, functionality and services, including without limitation, those provided through <https://www.VideoNest.co/> (collectively, “VideoNest”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use VideoNest. By using VideoNest, you accept and agree to be bound and abide by these Terms of Use, our Publisher Agreement (if applicable) and our Privacy Policy, found at [VideoNest.co/privacy-policy](https://www.VideoNest.co/privacy-policy) incorporated herein by reference. If you do not want to agree to the foregoing, you must not access or use VideoNest.

VideoNest is offered and available to users who are 13 years of age or older. By using VideoNest, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use VideoNest.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of VideoNest thereafter.

Your continued use of VideoNest following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing VideoNest and Account Security

We reserve the right to change any service or functionality we provide on VideoNest, in our sole discretion without notice. We will not be liable if for any reason all or any part of VideoNest is unavailable at any time or for any period. From time to time, we may restrict access to some parts of VideoNest to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to VideoNest.
- Ensuring that all persons who access VideoNest through your internet connection are aware of these Terms of Use and comply with them.

To access VideoNest or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of VideoNest that all the information you provide on VideoNest is correct, current, and complete. You agree that all information you provide to register with VideoNest or otherwise, including, but not limited to, through the use of any interactive features on VideoNest, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to VideoNest or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Content License and Distribution

1. By signing up for VideoNest and syncing 3rd party content platforms or directly uploading your content to VideoNest, you grant VideoNest and its affiliates a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works, display, and perform your content in connection with the VideoNest platform and VideoNest's (including its successors' and affiliates') business.
2. This license includes, but is not limited to, the right to distribute your content on third-party platforms for the purposes of promotion, monetization, and expanding the reach of your content.
3. You acknowledge and agree that this license permits VideoNest to make your content available to other companies, organizations, or individuals with whom VideoNest has relationships for the provision of syndicated services.
4. This license shall remain in effect for as long as you maintain an active account on the VideoNest platform and your content remains on the service.

Email Collection and Data Handling

1. VideoNest collects email addresses on behalf of our content creators. These email addresses are stored securely on our platform but are not accessible to the content creator until they upgrade to either a Creator Pro or Business Pro plan.
2. Upon upgrading to a Creator Pro or Business Pro plan, users gain the ability to download and access the email addresses collected on their behalf.
3. In the event a user chooses not to upgrade their account and subsequently decides to remove their account from the platform, all email addresses collected on their behalf will be permanently deleted from our systems.
4. The collection, storage, and handling of all user data, including email addresses, are subject to our [Privacy Policy](#).
5. YouTube API Services
 1. VideoNest uses YouTube API Services. By using this API Client, users are agreeing to be bound by the [YouTube Terms of Service](#).

Intellectual Property Rights

VideoNest's trademarks, logos, intellectual property, content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by VideoNest, its licensors, or other providers of such content and are protected by United States

Monetization Program

Monetization is a feature available only to approved users, allowing them to run sponsored text, video, and image ad placements on their profile and content. Participation in the Monetization Program is subject to the conditions in the [Monetization Program Terms](#).

Prohibited Uses

You may use VideoNest only for lawful purposes and in accordance with these Terms of Use. You agree not to use VideoNest:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any content that does not comply with these Terms of Use.

- To transmit, or procure the sending of, any advertising or promotional content, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate us or a VideoNest employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of VideoNest, or which, as determined by us, may harm VideoNest or users of VideoNest, or expose them to liability.

Additionally, you agree not to:

- Use VideoNest in any manner that could disable, overburden, damage, or impair VideoNest or interfere with any other party’s use of VideoNest, including their ability to engage in real time activities through VideoNest.
- Use any robot, spider, or other automatic device, process, or means to access VideoNest for any purpose, including monitoring or copying content on VideoNest.
- Use any manual process to monitor or copy content on VideoNest, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of VideoNest.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of VideoNest, the server on which VideoNest is stored, or any server, computer, or database connected to VideoNest.
- Attack VideoNest via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of VideoNest.
- Use the Boosts feature in any manner that violates the provisions outlined in the “Boosts Feature” section.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to publish any content for any or no reason in our sole discretion.
- Take any action with respect to any content that we deem necessary or appropriate in our sole discretion, including if we believe that such content violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of VideoNest or the public, or could create liability for VideoNest.
- Disclose your identity or other information about you to any third party who claims that content published by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of VideoNest.
- Terminate or suspend your access to all or part of VideoNest for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone publishing content on or through VideoNest. YOU WAIVE AND HOLD HARMLESS VideoNest AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review content before it is published on VideoNest, and cannot ensure prompt removal of objectionable content after it has been published. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all content published to VideoNest. Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use, any applicable Publisher Agreement and/or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any content accessible on or from VideoNest infringe your copyright, you may request removal of such content (or access to them) from VideoNest by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on VideoNest, a representative list of such works.
- Identification of the content you believe to be infringing in a sufficiently precise manner to allow us to locate that content.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted content is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

You may submit a DMCA Notice by emailing legal@Videonest.co. Our designated agent can also be reached by mail at:

Videonest DMCA
2810 N. Church Street

PMB 40505

Wilmington, Delaware 19802
Email: legal@videonest.co

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that content or activity on VideoNest is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

If you believe that content you published on VideoNest was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a “Counter Notice”)

by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification of the content to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which VideoNest may be found) and that you will accept service from the person (or an agent of that person) who provided VideoNest with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that content or activity on VideoNest was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Reliance on Information Published

The information published on or through VideoNest is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such content by you or any other visitor to VideoNest, or by anyone who may be informed of any of its contents.

VideoNest includes content provided by third parties, including content provided by other users, publishers, and third-party licensors. All statements and/or opinions expressed in such content, and all articles and responses to questions and other content, other than the content provided by VideoNest, are solely the opinions and the responsibility of the person or entity providing such content. Such third party content does not necessarily reflect the opinion of VideoNest. We are not responsible, or liable to you or any third party, for the content or accuracy of any content provided by any third parties.

Information About You and Your Visits to VideoNest

All information we collect on VideoNest is subject to our Privacy Policy. By using VideoNest, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to VideoNest and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

VideoNest may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on VideoNest.
- Send emails or other communications with certain content, or links to certain content, on VideoNest.
- Cause limited portions of content on VideoNest to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from VideoNest

If VideoNest contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to VideoNest,

you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

We may disable all or any links at any time without notice in our discretion.

Reporting Abuse

To report spam originating from VideoNest.co please forward the message to legal@VideoNest.co.

If you suspect any attempts to circumvent the system or abuse related to our , please report it to us for investigation. We will conduct an internal review and make a determination based on the gathered facts.

Geographic Restrictions

The owner of VideoNest is based in the State of Delaware in the United States. We make no claims that VideoNest or any of its content is accessible or appropriate outside of the United States. Access to VideoNest may not be legal by certain persons or in certain countries. If you access VideoNest from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

No Refunds

All sales are final and fully earned upon receipt. By using VideoNest, you acknowledge and agree that you will not be entitled to a refund for any purchase under any circumstance.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or VideoNest will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to VideoNest for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF VideoNest OR ANY SERVICES OR ITEMS OBTAINED THROUGH VIDEONEST OR TO YOUR DOWNLOADING OF ANY CONTENT PUBLISHED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF VIDEONEST, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH VideoNest IS AT YOUR OWN RISK. VIDEONEST, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH VIDEONEST ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF VideoNest. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT VIDEONEST, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH VideoNest WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT VIDEONEST OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT VideoNest OR ANY SERVICES OR ITEMS OBTAINED THROUGH VIDEONEST WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OR OUR OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, VIDEONEST, ANY WEBSITES LINKED TO IT, OR ANY CONTENT ON VIDEONEST, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend and indemnify us and our affiliates, licensors, and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of VideoNest, including, but not limited to, your published content, any use of VideoNest's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from VideoNest.

Governing Law and Jurisdiction

All matters relating to VideoNest and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or VideoNest will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, in each case located in the City of Delaware and County of Delaware. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At our sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of VideoNest, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR VideoNest MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by us of any term or condition set out in these Terms of Use will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision under these Terms of Use will not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, any applicable Publisher Agreement and our Privacy Policy constitute the sole and entire agreement between you and VideoNest Inc. regarding VideoNest and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding VideoNest.

Your Comments and Concerns

VideoNest is operated by:

VideoNest LLC
2810 N. Church Street

PMB 40505

Wilmington, Delaware 19802
Email: legal@videonest.co

All other feedback, comments, requests for technical support, and other communications relating to VideoNest should be directed to: services@VideoNest.co.