

Terms of Service

Terms and Conditions of riverside.fm

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner in a legally binding way

The User must read this document carefully.

Owner contact email: info@riverside.fm

Definitions and legal references

“This Application” (or this Application)

The property that enables the provision of the Service (“riverside.fm”).

“Agreement”

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

“Owner”

Indicates the platform – and legal and natural persons - that provides this Application and/or the Service to Users (“riverside.fm”). riverside.fm and “Owner” are used synonymously and interchangeably in this agreement.

“Service”

The service provided by this Application as described in these Terms and on this Application.

“Terms”

All provisions applicable to the use of this Application and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

“User (or You)”

Indicates any natural person or legal entity using this Application.

“Consumer”

Any User qualifying as a natural person who accesses goods or services for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.

TERMS OF USE

1. Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application.

2. Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.
3. There are no restrictions for Users in terms of being Consumers or Business Users;

I. Account registration

4. To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner. Failure to do so will cause unavailability of the Service.
5. Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also suggested to choose passwords that meet the highest standards of strength.
6. By registering, Users agree to be fully responsible for all activities that occur under their username and password.
7. Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

II. Conditions for account registration

8. Registration of User accounts on this Application is subject to the conditions outlined below. By registering, Users agree to meet such conditions.
9. Accounts registered by bots or any other automated methods are not permitted.

III. Account termination

10. Users can terminate their account and stop using the Service at any time by doing the following:
11. By using the tools provided for account termination on this Application.
12. By directly contacting the Owner at the contact details provided in this document.
13. Premature termination of an account does not entitle the User to compensation if the termination is for causes attributable to the User.

IV. Account suspension and deletion

14. The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms.
15. The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.
16. The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

V. User's Rights to Content

17. Users retain all rights to any Content submitted, posted or displayed through use of the Application. The Owner takes no responsibility and assumes no liability for Content you or any third-party submits, posts or displays through use of the Application.
18. Riverside.fm relies on third-party service providers to provide Services and capture Content recorded by the User. Thus, riverside.fm makes no representation or warranty as to the quality of the Services provided or the Content that is recorded through riverside.fm, including sound and video quality. The User is solely responsible for the quality of the Content and riverside.fm holds no responsibility to edit and modify Content recorded by the User through riverside.fm.

19. Riverside.fm has the right to monitor your use of the Service and may terminate your use if such use does not adhere to the conduct or content terms outlined in this Agreement.

VI. Indemnification

20. The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from User's use of and access to the Service, including any data or content transmitted or received by User;
21. User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
22. User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
23. User's violation of any statutory law, rule, or regulation; any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
24. User's willful misconduct; or statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

VII. Liability for provided content

25. Users are solely liable for any content they upload, post, share, or provide through this Application. Users acknowledge and accept that the Owner does not filter or moderate such content.
26. Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through this Application.

VIII. Acceptable use

27. This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.
28. Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations or third-party rights.
29. Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including denying Users access to this Application or the Service, terminating contracts, reporting any misconduct performed through this Application or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users are suspected to be in violation of any laws, regulations, third-party rights and/or these Terms, including, but not limited to, by engaging in any of the following activities:
 - a) Pretending to fulfil any possible condition or requirements for accessing this Application and/or using the Services, such as for instance being adult according to law or qualifying as a Consumer;
 - b) Concealing their identity or stealing someone else's identity or pretend to be or represent a third-party, if not allowed to do so by such third-party;
 - c) Manipulating identifiers to disguise or otherwise conceal the origin of their messages or of the content posted;
 - d) Defaming, abusing, harassing, using threatening practices, threatening or violating the legal rights of others in any other way;

- e) Promoting activity that may endanger the User's life or the life of any other User or lead to physical harm. This includes but is not limited to suicide threats or instigations, intentional physical trauma, the use of illegal drugs, or excessive drinking. Under no circumstance is any User allowed to post any content promoting and/or encouraging and/or showing any self-destructive or violent behavior on this Application;
- f) Probing, scanning or testing the vulnerability of this Application, including the services or any network connected to the website, nor breaching the security or authentication measures on this Application, including the services or any network connected to this Application;
- g) Installing, embedding, uploading or otherwise incorporating any malware into or via this Application;
- h) Using this Application or the technical infrastructure in an abusive, excessive or otherwise inappropriate way (for example: for spamming purposes);
- i) Attempting to disrupt or tamper with the technical infrastructure in a manner that harms or places an undue burden on this Application or the Service;
- j) Adopting any automated process to extract, harvest or scrape information, data and/or content from this Application and all the digital properties thereto related unless where explicitly allowed to do so by the Owner;
- k) Disseminating or publishing content that is unlawful, obscene, illegitimate, libelous or inappropriate;
- l) Publishing any content that promotes, either directly or indirectly, hate, racism, discrimination, pornography, violence;
- m) Disseminating or publishing any content that is false or may create unjustified alarm;
- n) Using this Application to publish, disseminate or otherwise provide content protected by intellectual property laws, including but not limited to patent, trademark or copyright law, unlawfully and without the legitimate right-holder's consent;
- o) Using this Application to publish, disseminate or otherwise make available any other content which infringes on any third-party rights, including but not limited to state, military, trade or professional secrets and personal data;
- p) Publishing any content or carrying out any activity that disrupts, interrupts, harms, or otherwise violates the integrity of this Application or another User's experience or devices. Such activities include: spamming, distributing unauthorized advertisements, phishing, defrauding others, spreading malware or viruses etc.;
- q) Misappropriating any account in use by another User;
- r) Harvesting or collecting any personally identifying information of other Users including but not limited to their email addresses or contact information, by circumventing the privacy setting of other Users' accounts on this Application or by any other means;
- s) Using any information relating to other Users, including personal or contact data, for purposes other than those this Application is intended for;

IX. Software licence

- 30. Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to this Application are held by the Owner
- 31. Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of this Application and the Service offered.

32. This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.
33. All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

X. API usage terms

34. Users may access their data relating to this Application via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses this Application, is bound by these Terms and, in addition, by the following specific terms:
35. the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

XI. Paid Products

36. Some of the Products provided on this Application, as part of the Service, are provided on the basis of payment.
37. The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of this Application.

XII. Product description

38. Prices, descriptions or availability of Products are outlined in the respective sections of this Application and are subject to change without notice.
39. While Products on this Application are presented with the greatest accuracy technically possible, representation through photos, images, colors, sounds or any other means is for reference only and implies no warranty as to the characteristics of the purchased Product.
40. The characteristics of the chosen Product will be outlined during the purchasing process.

XIII. Purchasing process

41. Any steps taken from choosing a Product to order submission form part of the purchasing process.
42. The purchasing process includes these steps:
 - a) Users must choose the desired Product and verify their purchase selection.
 - b) After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

XIV. Refund policy

43. All purchases are final and refunds will only be considered and rewarded in exceptional circumstances at the sole discretion of the Owner.

XV. Order submission

44. When the User submits an order, the following applies:
 - a) The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.

- b) In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
 - c) Upon submission of the order, Users will receive a receipt confirming that the order has been received.
45. All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

XVI. Prices

46. Users are informed during the purchasing process and before order submission, about any fees, taxes and costs that they will be charged.

XVII. Methods of payment

47. Information related to accepted payment methods are made available during the purchasing process.
48. All payments are independently processed through third-party services. Therefore, this Application does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.
49. If payment through the available methods fail or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

XVIII. Retention of usage rights

50. Users do not acquire any rights to use the purchased Product until the Owner receives the total purchase price.

XIX. Performance of services

51. The purchased service shall be performed or made available within the timeframe specified on this Application or as communicated before the order submission.

XX. Trial period

52. Users have the option to test this Application or selected Products during a limited and non-renewable trial period of 30 minutes recording at no cost.
53. Some features or functions of this Application may not be available to Users during the trial period.
54. The User can export footage recorded during the trial period free of cost provided that such footage does not exceed 30 minutes. Should the recording exceed 30 minutes and the User wishes to export the footage, the User is obligated to purchase the Application to export the footage successfully.

XXI. Subscriptions

55. Subscriptions allow Users to use the Application continuously or regularly over a determined period of time.
56. Paid subscriptions begin on the day the payment is received by the Owner.
57. In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

XXII. Withdrawal

XXIII. Unless exceptions apply, the User may be eligible to withdraw from the contract for any reason and without justification at any point during the contract.

XXIV. Service interruption

58. To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.
59. Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.
60. Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

XXV. Service reselling

61. Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

XXVI. Privacy policy

62. To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Application.

XXVII. Intellectual property rights

63. Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.
64. All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

XXVIII. Changes to these Terms

65. The Owner reserves the right to amend or otherwise modify these Terms at any time.
66. The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service.

XXIX. Contacts

67. All communications relating to the use of this Application must be sent using the contact information stated in this document.

XXX. Severability

68. Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

XXXI. Governing law

69. These Terms are governed by the law of the place where the Owner is based (The Netherlands) without regard to conflict of laws principles.

XXXII. Venue of jurisdiction

70. The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based (The Netherlands)

Latest update: February 8 2020