

USER LICENSE AGREEMENT

www.tubewizardpro.com



USER AGREEMENT

PLEASE MAKE SURE YOU STUDY THE RULES GIVEN BELOW CAREFULLY BEFORE USING ANY TUBE WIZARD PRO SERVICES.

YOUR USAGE OF ANY OF OUR PRODUCTS OR SERVICES INDICATES THAT YOU HAVE FULLY READ, UNDERSTOOD, AND AGREED TO THE TERMS OF THE PRESENT USER AGREEMENT. YOU HEREBY AGREE TO BE BOUND BY IT AND BE RESPONSIBLE FOR ANY VIOLATIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS GIVEN BELOW, YOU ARE NOT ALLOWED TO USE OR OTHERWISE GET ACCESS TO OUR SERVICES. THE TERMS OF THE PRESENT USER AGREEMENT ARE AN INTEGRAL PART OF TUBE WIZARD PRO SERVICES AND ARE OBLIGATORY FOR ALL USERS. ANY USAGE OF OUR SERVICES FROM LOCATION WHERE SUCH SERVICES ARE ILLEGAL SHALL BE SEEN AS INVALID.

Tube Wizard Pro hereby reserves the right to modify the terms of the present Agreement unilaterally. Any modifications shall be in effect immediately after they are published on our website. Your continued usage of Tube Wizard Pro after the modifications of the Agreement have been published indicates your agreement to be bound by the new terms. You hereby understand that it is your own obligation to stay updated on any modifications of the Agreement on the Tube Wizard Pro website.

1. GENERAL

Tube Wizard Pro provides services described on the present website (further referred to as Services) on condition that the user fully complies with the terms of the present Agreement. The Services may include generation, development, storage, management, offering shared access and access via links to multimedia files and/or documents, including text, visitor comments, messages, content, data, drawings, photos, images, illustrations, animations, software, as well as audio and video recordings (further also collectively referred to as Content).

The Tube Wizard Pro Services are offered only to users who have purchased a paid subscription allowing them to use such services. The Tube Wizard Pro services are offered on an as is basis. Tube Wizard Pro shall not be held responsible for any service interruptions.

Tube Wizard Pro reserves the right to unilaterally modify, suspend, or cancel the Services or support of any Content without explanation and at any time, including disallowing access to certain features or part of Content. Tube Wizard Pro shall not be held liable for any such activity.

2. USERS

In order to be able to use the Tube Wizard Pro Services, users need to create an account with the site. The user hereby confirms that all personal information submitted during account registration is accurate, true, and full. Users are responsible for keeping their personal details accurate, true, and full for the entire time they use the Services.

Only users 18 years old or older are allowed to legally use the Services of Tube Wizard Pro. If we have reason to believe you are under 18 years of age, we reserve the right to cancel your account without prior notice and revoke your user status.

Your user account is meant exclusively for your personal use. You hereby are not allowed to transfer your account or access to your account to third parties, including transferring the templates and website designs. Any commercial usage of your account is not allowed.

It is your responsibility to keep the password used to access your account in secret. You are solely responsible for the security of your account credentials. You are required to immediately notify Tube Wizard Pro about any security breaches and/or unauthorized account use. Tube Wizard Pro shall not be held responsible for any damages you suffer resulting from unauthorized use of your user account. However, you shall be held responsible for any damages incurred to Tube Wizard Pro or any third parties arising from any such unauthorized usage.

Your payment for your access to the Services shall be seen as confirmation that you fully comply with these conditions.

You shall be the one solely responsible for any and all activity carried out using the Tube Wizard Pro Services and your user account, including your activity on this website, and all Content that you upload, submit, publish, or otherwise make publicly available using the website. You are not allowed to use the Tube Wizard Pro Services for any illegal and/or forbidden purposes.

You hereby confirm that your usage of the Services does not violate any laws and/or any rulings and legislations of your community and/or jurisdiction. Users are responsible for preventing the violation of any local laws including copyright legislation. Users shall never allow uploading or transmitting of computer viruses, Trojan horses, as well as other destructive software.

3. THIRD PARTY CONTENT

Tube Wizard Pro lets its users use images, animations, fonts, video and audio recordings and other content owned by Tube Wizard Pro or supplied by third parties when creating their own content with Tube Wizard Pro. In this case, if third party content is used, users are obliged to follow the terms of the present Agreement as well as the terms of the license agreement and/or terms of use with the third party that owns or has supplied such content.

You hereby agree that Tube Wizard Pro reserves the right to do any of the following at any time at its sole discretion: (i) remove third party content from the Tube Wizard Pro website and/or disable access to such content; (ii) require you to immediately remove such third party content from any website and/or web platform built and/or published by you using the Tube Wizard Pro Services. If you do not comply with such requirements and fail to remove third party content from your Tube Wizard Pro content within 24 hours from the moment you have been notified, Tube Wizard Pro RESERVES THE RIGHT TO DISABLE ACCESS TO YOUR CONTENT AND/OR DELETE SUCH CONTENT FOREVER AT ITS SOLE DISCRETION WITHOUT ANY FURTHER LIABILITIES. NO COMPENSATION OR OTHER FINANCIAL REIMBURSEMENT FROM Tube Wizard Pro IS OFFERED IN THIS CASE. You cannot: (i) carry out activities that are related to decoding, decompiling, or disassembling any third party Content in any way that lets users upload such third party content; (ii) modify, duplicate, distribute, display, sublicense, transmit, create derivative works from, transfer, sell, or otherwise use any Tube Wizard Pro content, with the exception of situations explicitly described and approved by Tube Wizard Pro.

4. PAYMENTS

The Tube Wizard Pro Services are offered on paid basis only. If you decided to use the Tube Wizard Pro Services, you are obliged to pay for all expenses related to the Services you choose. Tube Wizard Pro reserves the right to modify its pricing structure at any time. You hereby give Tube Wizard Pro the right, either directly or using third parties, to check your account and financial information submitted when subscribing to the Services. All prices and charges are listed without any taxes, duties, and any other required payments. You are hereby obliged to pay any and all of such taxes, duties, and other required payments yourself. You hereby agree to pay all duties and commissions that may be charged by third parties for your usage of the Services and making payments to Tube Wizard Pro.

Crediting your account with payments related to Services may be carried out automatically using payment methods listed on the Tube Wizard Pro website. You hereby agree that Tube Wizard Pro will keep charging your account for Services offered as long as your user account stays active, whether you actually use the Services or not, unless a request was made through your account. If you at any time contact your bank or the issuer of your bank card and cancel or otherwise revert payments for charges made by Tube Wizard Pro, such activity shall be seen as violation of the terms of the present Agreement, and your access to the Services will be automatically cancelled. Access to the Services will not be restored until you re-subscribe to any of the Services. Users purchasing subscriptions should cover all the charges related to the Services.

All prices and tariffs shall be seen as non-refundable, even if such Services were suspended, cancelled, or transferred before the subscription expired. Tube Wizard Pro hereby explicitly informs you that it reserves the right to modify and/or adjust the prices and tariffs at any time. All such modifications and/or adjustments will be published on this website, after which they shall be seen as being in full effect, without any prior notifications given to users. All modifications of prices and tariffs apply when subscriptions to the Services are renewed.

5. COPYRIGHTS AND OWNERSHIP

Tube Wizard Pro is the sole proprietor and copyright holder of this website and all templates and services used by registered users to build websites.

Tube Wizard Pro cannot identify actual owners of content created with and/or uploaded to the website, as well as entire websites built using the Service. Thus, for sites that were built using Tube Wizard Pro and have an external URL, physical persons or legal entities registered as the domain owner in the WHOIS database shall be seen as site owners.

Tube Wizard Pro offers its content to users on an as is basis only. Tube Wizard Pro reserves the right to prohibit further use of its templates, their copying, playback, distribution, transmission, sending, display, selling, and transfer for any purposes.

6. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

You agree that you are the one responsible for any consequences arising from your usage of the Service. Tube Wizard Pro, its employees, representatives, officers and agents deny all warranties related to this website and the Services to the fullest extent possible.

Under no circumstances shall Tube Wizard Pro, its officers, representatives, employees and agents shall be held responsible for any direct, indirect, collateral, or special damage, including any fines resulting from any errors or inaccuracies in content, as well as personal or material damage resulting from your usage of the Services, as well as any damages resulting from unauthorized access, delays and interruptions, and any software errors.

Tube Wizard Pro is not responsible for any user content and any user or third party activity. Users are solely responsible for any risks and damages incurred to Tube Wizard Pro or third parties resulting from any usage of the Tube Wizard Pro Services.

Tube Wizard Pro does not hereby warrant any compliance with requirements and regulations in effect in any country, and it does not warrant that it will be available for use in any particular country. Tube Wizard Pro users that access the site from jurisdictions where offering services similar to Tube Wizard Pro is illegal use the Service at their own discretion and risk and shall be the ones solely responsible for any consequences.

You are hereby obliged to protect Tube Wizard Pro and its officers, directors, employees, representatives and agents from any damages resulting from any third party claims related to: (i) your accessing the site or the Tube Wizard Pro Services and your using of such; (ii) your violation of any of the terms of this Agreement; (iii) your violation of any third party right, including copyrights, ownership rights, or confidentiality rights; or (iv) any legal claim resulting from any damage suffered by any third party resulting from Content uploaded by you.

7. FORCE MAJEURE

Under no circumstances shall Tube Wizard Pro be held responsible for any delays or outages of the operation of this website and/or offering of any Service and/or website content if such delays and/or outages directly or indirectly result from force majeure circumstances, including but not limited to Internet outages, hardware and power failures, strikes, mass civil unrest and outbreaks, fires, floods, hurricanes, earthquakes, explosions, acts of God, wars, terror acts, court orders and state authority regulations, or failure of third parties to comply with their obligations.

8. USER SUPPORT

You are welcome to contact our user support department by emailing us at support@tubewizardpro.com or general@tubewizardpro.com

On business days, user support works 24 hours a day. Response time on weekends and public holidays is 24 hours on the first business day immediately following weekends and/or public holidays.