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Terms & Conditions

Last update: October 2024

STREAM.IO, INC.

Online Terms of Service

THESE TERMS OF SERVICE ("AGREEMENT") DESCRIBE THE TERMS AND CONDITIONS ON WHICH STREAM.IO, INC. ("STREAM") PROVIDES STREAM'S PROPRIETARY SYSTEMS AND APPLICATION PROGRAMMING INTERFACES (THE "API") TO STREAM CUSTOMERS (EACH REFERRED TO HEREIN AS A "CUSTOMER" OR "YOU", INCLUDING THE INDIVIDUAL OR ENTITY ENTERING INTO THIS AGREEMENT) TO BUILD UNIQUE SCALABLE NEWSFEEDS AND RESPONSIVE CHAT OR VIDEO FUNCTIONALITY, OR OTHERWISE RECEIVE THE BENEFIT OF STREAM'S SERVICES. BY INDICATING ACCEPTANCE OF THIS AGREEMENT OR BY OTHERWISE USING THE SERVICE, CUSTOMER IS ENTERING INTO A LEGALLY BINDING AGREEMENT WITH STREAM. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF AN ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT IT IS DULY AUTHORIZED TO ACT ON BEHALF OF SUCH ENTITY, AND SUCH INDIVIDUAL IS OVER THE AGE OF 18. IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, OR IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS NOT GREATER THAN THE AGE OF 18 YEARS OLD OR AUTHORIZED TO ACT ON BEHALF OF THE ENTITY THAT IS THE CUSTOMER, CUSTOMER MUST NOT COMPLETE THE ORDER PROCESS AND MUST NOT USE THE SERVICE. IF CUSTOMER AND STREAM HAVE ALREADY ENTERED A SEPARATE AGREEMENT GOVERNING PROVISION OF STREAM'S SERVICES THAT HAS BEEN SIGNED ON BEHALF

OF BOTH STREAM AND CUSTOMER, THEN THAT OTHER AGREEMENT SHALL APPLY IN PLACE OF THE TERMS OF THIS AGREEMENT, NOTWITHSTANDING ANY CHECKBOX OR ELECTRONIC ACCEPTANCE REQUIRED IN ORDER TO USE THE SERVICE (DEFINED BELOW).

1. Provision of Service.

1.1. Provision Generally. During the Subscription Term (as defined in Section 5.1), Stream will provide Customer with access to Stream's proprietary service identified in the order form or Service signup process referencing this Agreement (the "Order Form") that allows Customer to build, deploy, and operate unique scalable newsfeeds and responsive chat or other communications via Stream's application program interface ("API") (collectively, the "Service") using the Stream Technology (defined below) in accordance with this Agreement.

1.2. Grant of Rights. Subject to this Agreement, Stream hereby grants to Customer a limited, royalty-free, non-exclusive, non-sublicensable, non-transferable (except for permitted assignments as hereinafter described) right to access and use the Service in accordance with the Documentation (as defined in Section 7.1), subject to the purchased quota of API activities (as further described in the Order Form's pricing tiers) and for integration of the API with websites and applications to and through which Service-generated data will be streamed during the Subscription Term (defined below). Under the rights granted to Customer in this Section, Customer may use the Service for the benefit of end users approved by Customer ("End Users") by allowing Customer's End Users to access and use the Service through Customer's integration of the Service via the API with Customer's products or services providing substantially greater or different functionality than the Services; provided that Customer shall be responsible for its End Users' use of the Service. All rights not expressly granted to Customer are reserved by Stream and its licensors. There are no implied rights. Customer may exercise the rights hereunder through one or more of its Affiliates; provided (a) Customer remains liable for any acts or omissions of all such Affiliates as though performed by Customer under this Agreement; and (b) all such Affiliates and Customer shall be jointly and severally liable for any and

all liabilities that would exist of Customer for any breaches of this Agreement or acts or omissions by such Affiliates or Customer. "Affiliates" means, with respect to a party, any other entity that directly or indirectly, including through one or more intermediaries, controls, is controlled by, or is under common control with, such party. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3. Requirements. By entering into this Agreement, Customer represents and warrants that Customer meets the following minimum requirements: (a) Customer is at least 18 years old and has the legal capacity to be bound by this Agreement; (b) Customer has the necessary rights and authority to enter into and perform the obligations required of Customer under this Agreement; including entering into this Agreement on behalf of and binding a third party, if so applicable; (c) Customer has the right to provide or make available the Customer Data (as defined herein); and (d) Customer's use of the Service will comply with all applicable laws, rules and regulations ("Applicable Laws"). In order to access and use the Service, Customer is responsible at its own expense for obtaining its own Internet access and any hardware and required software. Customer shall provide Stream with such documentation, information, and certifications for Stream to verify the above requirements.

1.4. Restrictions. Except in the course of using the Service in accordance with the Documentation as expressly permitted by this Agreement, Customer shall not (and shall not allow any third party to): (a) use the Service except as envisioned by the Documentation and for the Service's normal operation or as specified herein; or (b) sell, distribute, rent, lease, service bureau, post, link, disclose or provide access to the Service, Stream Technology, or related Documentation, directly or indirectly, to benefit of any third party, except for End Users as contemplated under Section 1.2. Customer shall not, and shall not authorize any third party to: (i) use the Service or the Stream Technology to develop or market any product, software or service that is functionally similar to or derivative of the Service, or for any other

purpose not expressly permitted herein; (ii) alter, modify, debug, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any software (including source code) associated with the Service; (iii) use any unauthorized robot, spider, scraper or other automated means to access the Service or engage in any scraping, data-mining, harvesting, data aggregating or indexing of the Service; (iv) use the Service to store or transmit any virus, worm, trap door, time bomb, trojan horse or other harmful or malicious code, file, script, agent or program designed to permit unauthorized access to, erase, or otherwise harm or interfere with any software, hardware, systems or data; or (v) use the Service in any way in violation of law, in violation of any third party's agreements binding Customer, or in any way that misappropriates or violates any party's intellectual property rights, proprietary rights, rights of publicity, rights of privacy or any other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases or contract rights. Customer shall keep all passwords and API keys provided to it safe and secure and shall be responsible for all use of the Service using passwords or API keys issued to Customer. Customer shall notify Stream promptly after it becomes aware of any actual or suspected unauthorized access to or use of the Service. Without limiting any of its other rights or remedies, Stream reserves the right to suspend access to the Service if Stream reasonably believes that Customer has materially violated the restrictions and obligations in this Agreement (in which case, it shall provide Customer prompt written notice of such suspension).

1.5. Customer Cooperation. Customer shall: (a) reasonably cooperate with Stream in all matters relating to the Service; (b) respond promptly to any reasonable Stream request to provide information, approvals, authorizations or decisions that are reasonably necessary for Stream to provide the Service in accordance with this Agreement; and (c) provide such Customer materials or information as Stream may reasonably request to provide the Service and ensure that such materials or information are complete and accurate in all material respects.

1.6. Data Processing Addendum. To the extent that Stream processes any personal data subject to: (a) the EU General Data Protection Regulation 2016/679, (b) any data protection laws relating to data protection, the processing of personal data, privacy or electronic communications in force from time to time in the United Kingdom, including the United Kingdom General Data Protection Regulation, as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018, (c) the Swiss Federal Act on Data Protection, (d) any other applicable national rule and legislation on the protection of personal data in the European Economic Area; or (e) the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder or other similar laws in the United States, Stream will process such personal data in accordance with the data processing addendum set forth [here](#). In addition, Stream shall comply with its Privacy Policy available [here](#). You agree that you have read and understand the Privacy Policy.

1.7. Free Trials. Stream may, at its option, make all or part of the Services available to you solely for limited evaluation purposes or beta usage and waive the Fees for use of the Services during a Free Trial Period. The "Free Trial Period" will end thirty (30) days after you enroll in any free trial of the Services or earlier at our or your election, unless otherwise agreed in writing by Stream. You (and/or others affiliated or associated with you, including those employed by or representing the same entity or organization as you) may not enroll in any free trial of the Services multiple times in the same twelve (12) month period or create false or misleading accounts or registrations to extend or repeat free trials or circumvent Fees for the Services. By signing up for a Free Trial Period, you represent and warrant that this is the first Free Trial Period for you and/or others affiliated or associated with you during the prior twelve (12) month period, and if you breach this representation or warranty, Stream may charge, and you will pay, the then-current Fees for the Services notwithstanding the Free Trial Period Fee waiver, without limiting Stream's other rights and remedies, including termination or suspension of your access and use rights and reasonable collection costs and interest for amounts not timely paid. Stream's aggregate liability to you, and your sole and exclusive remedy

against Stream, relating to any Free Trial Period are limited to \$1.00 and/or early termination of the Free Trial Period, and the Services provided during the Free Trial Period are provided AS-IS and solely for non-commercial evaluation purposes. To the extent this Section conflicts with any other provisions of this Agreement, this Section shall control with respect to free trials.

2. Stream Technology.

In connection with providing the Service, Stream and its licensors shall operate and support the hosted environment used by Stream to provide the Service, including the Stream Technology (as defined below), the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation, and all other technology or information so used by Stream. As used herein, "Stream Technology" means all of Stream's proprietary technology (including software, hardware, products, processes, algorithms, data, user interfaces, know-how, techniques, designs and other tangible or intangible technical material) made available to Customer by Stream in providing the Service, including any updates, modifications, improvements, and derivatives thereto and thereof.

3. Ownership.

Stream acknowledges and agrees that, as between Customer and Stream, all right, title and interest in and to the Customer Data are and shall remain owned by Customer or its licensors, and this Agreement in no way conveys any right, title or interest in the Customer Data other than a limited right to use the Customer Data to perform Stream's obligations in accordance with this Agreement and as otherwise expressly permitted in this Agreement. No right or license is granted hereunder to Customer under any Stream trademarks, service marks, trade names or logos. Customer shall not remove any Stream trademark, service mark, trade names or logo, or any proprietary notices or labels (including any copyright or trademark notices) ("Marks") from the Service (except as otherwise agreed between

Customer and Stream in writing) or code files made available by Stream to Customer; however, Customer's implementation of the Service will not require displaying Marks to End Users. Customer acknowledges and agrees that, as between Stream and Customer, all right, title and interest in and to the Service (including the data, information, text, images, designs, sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information other than Customer Data) and other content on or made available through the Service, excluding Customer Data), the Stream Technology and all improvements and derivatives of the foregoing (including all intellectual property and proprietary rights embodied therein or associated therewith) are and shall remain owned by Stream or its licensors, and this Agreement in no way conveys any right, title or interest in the Service or the Stream Technology other than a limited right to use the Service in accordance with this Agreement.

4. Fees; Payments; Taxes.

4.1. Fees. Customer shall pay Stream the fees ("Fees") pursuant to the fee schedule and Stream service plan chosen by Customer when you elect to utilize functionality of the Service, including the pricing located [here](#), [here](#) and/or [here](#), and make such payment in accordance with the instructions and schedule provided for by Stream. Payment of Fees is due prior to your receipt of Services, and will be due either each monthly or annually, depending on your payment schedule.

4.2. Increases. Stream reserves the right to increase the Fees upon at least 30 days' advance notice (e-mail or otherwise) to Customer; provided, however, that Fee increases will not take effect until the start of the next Renewal Subscription Term.

4.3. Taxes. All amounts due hereunder are exclusive of all sales, use, excise, service, value added or other taxes, duties, and charges of any kind (whether foreign, federal, state, local or other) associated with this Agreement, the Service, or Customer's access to the Service. Customer shall be solely responsible for all such taxes, duties, and charges (except for taxes imposed on Stream's U.S. income, employment related taxes, and real property taxes). If Stream is required by the applicable

taxing jurisdiction to charge Customer taxes for the provision of Services under this Agreement, Stream shall include the corresponding tax amount on the applicable invoice. If any non-U.S. jurisdiction requires Customer to withhold taxes on payments to Stream and remit such amount to the local taxing authority, the Customer agrees to gross-up the amounts due and payable to Stream so Stream is paid the full amount of the Fees contemplated.

4.4. Late Payments. Customer shall pay interest on all late payments at the lesser of (a) 1.5% per month or (b) the highest rate permissible under Applicable Law, calculated daily and compounded monthly. Customer shall reimburse Stream for all reasonable and documented costs and expenses, including reasonable attorneys' fees, incurred in collecting any unpaid amounts owed by Customer hereunder.

4.5. Maker Account. If Customer's account type is Maker, Customer may only retain Maker status while continuing to meet the limitations of qualification for Maker as defined [here](#). If Customer exceeds any of the Maker account qualification criteria without upgrading to a paying account type, Stream reserves the right to disable Customer's access to the Service without notice. If Customer exceeds the volume limitations of the Maker account, the Service will reject all excess volume until usage resets the following month or Customer upgrades their account to a paid plan.

4.6. Usage Limits. If your account type contains Service usage limitations, Stream reserves the right to suspend or limit your usage of the Service in excess of those limits without payment of the amounts due for such additional usage.

5. Term & Termination.

5.1. Term; Automatic Renewal. Customer's initial subscription term for the Service commences on the "Effective Date" set forth in the Order Form or the date otherwise indicated as the first date of the subscription for the Services on the Order Form and, unless sooner terminated as set forth herein, will continue for the period specified in the Order Form (the "Initial Subscription Term"). The Initial Subscription

Term will automatically renew for successive one-year or monthly periods, as applicable, (each, a "Renewal Subscription Term") at Stream's then-current rates unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the Initial Subscription Term or the Renewal Subscription Term then in effect. The Initial Subscription Term plus all Renewal Subscription Terms are referred to herein as the "Subscription Term". Notices of non-renewal to Stream shall be sent to legal@getstream.io in accordance with Section 11.3 and will be effective on the last day of the then-current Subscription Term.

5.2. Termination for Breach. Either party may terminate this Agreement by written notice thereof to the other party, if the other party materially breaches this Agreement and, where such breach is curable, has not cured such breach within 30 days' receipt of written notice thereof.

5.3. Effects of Subscription Termination; Survival. Upon any termination or expiration of this Agreement: (a) all rights granted to Customer hereunder shall terminate and Stream shall no longer provide access to the Service to Customer, (b) Customer shall cease using the Service and Documentation, and (c), except if Customer terminates in accordance with Section 5.2, Customer shall pay all Fees accrued and payable before the effective date of termination. Except if Customer terminates in accordance with Section 5.2, termination shall not relieve Customer's obligation to pay all Fees accrued and payable before the effective date of termination. Any obligations that have accrued prior to termination shall survive termination of this Agreement. Sections 1.3, 1.4, and 3 through 11 shall survive termination or expiration of this Agreement. Any expiration of this Agreement will be considered a termination for the avoidance of doubt.

6. Customer Data.

6.1. Data Generally. All account and billing information, user information, media content, and all data and information that the Customer or End Users input into the Service (collectively, "Customer Data") will not be used by Stream except as permitted herein. Stream agrees to protect Customer Data with no less than reasonable and appropriate

administrative, technical, and physical data security safeguards taking into account the nature and sensitivity of the data. Customer hereby grants to Stream a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, and display the Customer Data solely in connection with providing the Service to Customer, and for improving and developing the Service (provided that Stream may only use deidentified and aggregated Customer Data to improve or develop the Service). Stream may analyze Customer Data, and data of other customers, to create deidentified and aggregated statistics or data that do not identify Customer or any individual, household, user, browser, or device and Stream may during and after the Subscription Term use and disclose such statistics or data in its discretion. Except as specified otherwise in this Agreement, Customer shall be solely responsible for providing, updating, uploading, and maintaining all Customer Data. The content of Customer Data shall be Customer's sole responsibility.

6.2. Additional Customer Responsibilities. Customer shall not upload or otherwise make available to Stream or use in connection with the Services any Customer Data that: (a) violates this Agreement; (b) interferes with or disrupts the Service or servers or networks connected to the Service; (c) constitutes protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or any regulation, rule or standards issued thereunder, or constitutes similarly protected sensitive personal information under any Applicable Law, rule or regulation; (d) is harmful to minors or depicts harm to minors in any way; (e) constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (f) violates any Applicable Law, rule or regulation, including those regarding the export of technical data. With respect to End Users, Customer will limit participation access to the Service to those individuals who agree to Customer's terms of services or other agreement at least as restrictive as this Agreement and that contain terms and conditions governing responsible user conduct, misuse and abuse of services, and infringing, unlawful, harmful, or otherwise objectionable content. Customer will use commercially reasonable efforts to detect, address, and (when appropriate) remove or otherwise remediate Customer Data

that is in violation of Customer's terms of use, consistent with Customer's customary trust and safety practices and policies. Stream reserves the right, but has no obligation, to review any Customer Data, investigate any claim related to Customer Data, or take appropriate action if, Stream reasonably believes that such Customer Data will create liability for Stream. Such actions may include removing or modifying Customer Data, exercising any indemnity and termination rights contained herein, and reporting such Customer Data to law enforcement authorities. Without limiting the foregoing, Stream will not be held liable to Customer or any third party for any Customer Data under a Federal Law called the Communications Decency Act or CDA, 47 U.S.C. § 230.

6.3. Customer shall provide legally required privacy notices to End Users of Customer's products or services that use the Service and obtain any legally required consent from such End Users for the processing, storage, use, and transfer of Customer Data in connection with the Service, including providing any required notices and obtaining any required verifiable parental consent under COPPA or other Applicable Laws, and obtaining any required consent for individuals appearing in any images or videos processed by the Service. Customer represents and warrants to Stream that it has provided and shall provide all necessary privacy notices and obtained all necessary consents for Customer Data it provides Stream. Customer is responsible for notifying Stream in the event that any Customer Data stored, processed, or used by any Services must be deleted under Applicable Laws.

7. Service Warranty; Disclaimer.

7.1. Service Warranty. Stream represents and warrants that the Service when used in accordance with the applicable end-user instructions and manuals (the "Documentation") will conform to the Documentation in all material respects. Stream does not warrant that it will be able to correct all reported defects or that use of the Service will be uninterrupted or error free. Stream makes no warranty regarding features or services provided by any third parties. Stream retains the right to modify the Service and the Stream Technology in its sole discretion. Customer's

sole remedy for Stream's breach of the warranty in this paragraph shall be that Stream shall remedy the applicable error, or if Stream is unable to do so in a timely manner, refund to Customer actual damages up to a limit of the Fees prepaid for the Service for the remainder of the Subscription Term.

7.2. Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 7.1, STREAM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE (IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE), INCLUDING ANY WARRANTY (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, (B) THAT THE SERVICE WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OPERATE WITHOUT ERROR, OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, (C) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR (D) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE.

8. Limitations of Liability.

8.1. Disclaimer of Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICE ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT (INCLUDING ANY ATTACHMENTS, ADDENDUMS, EXHIBITS, OR AMENDMENTS RELATED THERETO); TERMINATION, SUSPENSION, DISCONTINUANCE, OR DISCONNECTION OF THE SERVICES; FAILURE OF CUSTOMER'S INTERNET SERVICES, DOWNTIME, OR MAINTENANCE; HOWEVER CAUSED, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Damages Cap. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, STREAM'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT (INCLUDING ANY ATTACHMENTS, ADDENDUMS, EXHIBITS, OR AMENDMENTS RELATED THERETO), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO STREAM DURING THE PREVIOUS 12 MONTHS OF THE THEN-CURRENT SUBSCRIPTION TERM.

8.3. Exclusions. THE LIMITATIONS OF LIABILITY IN SECTIONS 8.1 SHALL NOT APPLY TO CUSTOMER'S LIABILITY FOR: (A) CUSTOMER'S OBLIGATION TO PAY ALL AMOUNTS DUE HEREUNDER; (B) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9; (C) CUSTOMER'S LIABILITY ARISING FROM CUSTOMER'S BREACH OF CONFIDENTIALITY OBLIGATIONS IN SECTION 10; AND (D) CUSTOMER'S VIOLATION OF STREAM'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING ANY LIMITATIONS OR RESTRICTIONS ON USE OF THE SERVICE).

8.4. Basis of the Bargain. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT STREAM HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.

9. Indemnification.

9.1. Claims Against Customer. Stream shall defend any claim, suit or action against Customer and its directors, officers and employees ("Customer Indemnified Parties") brought by a third party to the extent based on an allegation that the Service infringes, misappropriates, or otherwise violates any intellectual property rights of such third party (each, a "Customer Claim"), and Stream shall indemnify and hold Customer harmless, from and against damages, losses, liabilities and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "Losses") that are specifically attributable to

such Customer Claim or those costs and damages agreed to in a settlement of such Customer Claim.

9.2. Claims Against Stream. Customer shall defend, any claim, suit or action against Stream and its directors, officers and employees ("Stream Indemnified Parties") brought by a third party to the extent that such claim, suit or action is based upon any Customer Data or Customer or its users use of the Service in violation of this Agreement ("Stream Claim") and Customer shall indemnify and hold Stream harmless, from and against Losses that are specifically attributable to such Stream Claim or those costs and damages agreed to in a settlement of such Stream Claim.

9.3. Indemnification Process. As conditions of the indemnification obligations in Sections 9.1-9.2 above: (a) the applicable Customer Indemnified Party or Stream Indemnified Party (the "Indemnitee") will provide the indemnifying party (the "Indemnitor") with prompt written notice of any Claim for which indemnification is sought (provided that failure to so notify will not remove the Indemnitor's indemnification obligations except to the extent it is prejudiced thereby); (b) the Indemnitee will permit the Indemnitor to control the defense and settlement of such Claim; and (c) the Indemnitee will reasonably cooperate with the Indemnitor in connection with the Indemnitor's evaluation, defense and settlement of such Claim. In defending any Claim, the Indemnitor shall use counsel reasonably satisfactory to the other party. The Indemnitor shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of the other party (not unreasonably withheld).

9.4. Exclusions. Stream's obligations in Section 9.1 above shall not apply to any Claim to the extent arising from or relating to: (a) misuse of the Service not strictly in accordance with the Documentation, Stream's instructions, and this Agreement; (b) any modification, alteration or conversion of the Service not created or approved in writing by Stream; (c) any combination of the Service with any computer, hardware, software or service not provided by Stream; (d) Stream's compliance with specifications or other requirements of Customer; or (e) any third party data or Customer Data, including outputs of AI Services to the

extent based upon such data. If the Service is or may be subject to a Customer Claim, Stream may, at its cost and sole discretion: (i) obtain the right for Customer to continue using the Service as contemplated herein; (ii) replace or modify the Service so that it becomes non-infringing without substantially compromising its principal functions; or (iii) to the extent the foregoing are not commercially reasonable, terminate this Agreement and return to Customer any prepaid Fees for the Service associated with the then-current Subscription Term.

Stream's obligations in this Section 9 shall be Stream's sole obligations, and Customer's sole remedies, in the event of any intellectual property infringement or misappropriation claims, suits, or actions.

10. Confidentiality.

10.1. Definitions. "Confidential Information" means information that is disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") hereunder during the Subscription Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, including without limitation information (tangible or intangible) regarding a party's technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information. Receiving Party shall not have any obligations of confidentiality for any information that: (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, Receiving Party; (b) is rightfully in Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by Receiving Party without use of Disclosing Party's Confidential Information; or (d) is rightfully obtained by Receiving Party from a third party without restriction on use or disclosure. In addition, (i) the terms and conditions of this Agreement shall be deemed to be Confidential Information of both parties; (ii) Service and Stream Technology shall be deemed Confidential Information of Stream, regardless of whether or not they are labeled or

identified, or would reasonably be considered confidential; and (iii) Customer Data shall be deemed Confidential Information of Customer.

10.2. General Obligations. Receiving Party shall, during the Subscription Term and thereafter, (a) not disclose Confidential Information to any third party (other than as permitted in the last sentence of this paragraph); (b) use Confidential Information only to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose Confidential Information only to those of its employees and independent contractors who reasonably need to know such information for purposes of and as permitted by this Agreement and who are bound by confidentiality obligations offering substantially similar protection to those in this Section 10; and (d) protect all Confidential Information from unauthorized use, access or disclosure in the same manner as Receiving Party protects its own confidential information of a similar nature, and in no event with less than reasonable care. Notwithstanding the above, this paragraph shall not prohibit: (i) Receiving Party from disclosing Confidential Information to the extent required by Applicable Law, rule or regulation (including a court order or other government order); provided that Receiving Party provides Disclosing Party prior written notice of such disclosure, to the extent permitted, and reasonably cooperates with efforts of Disclosing Party to seek confidential treatment thereof, to the extent such cooperation is requested by Disclosing Party; or (ii) a party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors or acquirers; provided that such third parties are bound by confidentiality obligations offering substantially similar protection to those in this Section 10 (provided further that such third parties are only permitted to use such information for the purpose of advising, lending or providing financing to, or investing in or acquiring, such party, as applicable).

10.3. Return or Destruction. Except as otherwise expressly provided in this Agreement, Receiving Party will return to Disclosing Party, or destroy or erase, Confidential Information in its possession in tangible form, upon the termination of this Agreement; provided that: (a) Receiving Party may retain a copy of Confidential Information solely for

the purposes of tracking Receiving Party's rights and obligations hereunder with respect thereto; (b) Receiving Party may retain copies of Confidential Information solely to the extent required by law or by applicable professional standards which require such party to retain copies of its working papers; and (c) Receiving Party may retain Confidential Information solely to the extent reasonably necessary for Receiving Party to exercise rights or perform obligations under this Agreement that survive such termination.

10.4. Feedback. Notwithstanding the above or anything to the contrary herein, to the extent that Customer at any time provides Stream with any feedback or suggestions regarding the Service, including potential improvements or changes thereto (collectively, "Feedback"), such Feedback shall not be considered Confidential Information of Customer, and Stream may use, disclose, and exploit such Feedback in any manner it chooses. All Feedback provided by Customer is provided "AS IS" and without warranty or representation of any kind.

11. AI Services.

11.1. Customer agrees and instructs Stream that to the extent Customer implements Stream moderation tools or Services utilizing artificial intelligence, machine learning, or similar functionality (collectively "AI Services"): (a) Stream may process, use, and store Customer Data that is processed by AI Services to develop and improve the applicable AI Services and Stream's underlying technologies and models; (b) Stream may use and store Customer Data to develop and improve AI Services after the expiration or termination of the Order Form or other agreement confirming the AI Services have been licensed by Customer; and (c) in connection with the foregoing, Stream may store such Customer Data in countries or regions outside of the location where the AI Services are originally used. Subject to the requirements of the Agreement, including this Addendum, Stream may share Customer Data with the AI Services Sub-processors listed in the DPA.

11.2. The AI Services are not intended to and shall not be used as a substitute for human intervention and do not relieve Customer of its responsibility for, and Stream shall not be liable for, the Customer's

intended use of the AI Services. Stream does not and cannot represent or warrant, and hereby disclaims any representations or warranties, including those that may be implied, that the AI Services (a) will be 100% accurate and/or free from hallucinations or other errors; (b) will accurately or completely reflect reality; (c) will accurately determine Customer Data for moderation requirements or remove or flag such content. Notwithstanding the foregoing, Stream may at any time remove Customer Data or any other content on its Services, including AI Services, if, (i) in Stream's sole subjective discretion, such content violates applicable law or a third party's rights, including without limitation the EU's Digital Services Act, FOSTA, SESTA, Children's Online Privacy Protection Act ("COPPA"), the Digital Millennium Copyright Act ("DMCA"), and/or the Communications Decency Act of 1996, or (ii) a court, governmental authority, regulator, or law enforcement agency with appropriate jurisdiction so orders or requests (such laws are included in the definition of "Applicable Laws"). You are responsible for notifying Stream in the event that any Customer Data stored by an AI Service must be deleted under Applicable Laws.

11.3. Customer represents and warrants (a) it will not rely or allow its End Users to rely on AI Services outputs as a sole source of truth or factual information or solely rely on the AI Services for their intended purposes, or as a substitute for professional advice; (b) it will evaluate results of AI Services for accuracy and appropriateness for each applicable use case, including using human review as appropriate before using or sharing results of AI Services; (c) it will not use AI Services relating to a person for any purpose in a manner that could have a legal or material impact on that person, including without limitation in connection with making credit, educational or enrollment, employment, financial or lending, essential government service, housing, insurance, legal, healthcare, medical, or other important decisions about them; (d) due to the nature of AI Services, AI Services may not be unique and others may receive similar results, content, output, or services from the AI Services; and (e) Customer will not use or allow its End Users to use the AI Services to generate content that violates another's rights, including, without limitation, an infringement of intellectual property rights, rights of publicity, or rights of privacy.

11.4. Customer shall ensure that at all times during the Subscription Term, Customer's installation, configuration, and use of AI Services shall (a) conform to specifications set forth in the applicable Documentation, (b) comply with all Applicable Laws and regulations, including without limitation the Telephone Consumer Protection Act ("TCPA") and any applicable anti-wiretapping laws, and (c) comply with all license and use restrictions with respect to any third party software used by, or incorporated into, the AI Services.

11.5. Stream may provide Customer with capabilities for reporting of infringing content by End Users or third parties; however, Customer is solely responsible for processing and handling notices it receives from any third party claiming that Customer's or its End Users' content violates such party's rights including without limitation, notices pursuant to the DMCA.

11.6. AI Services are not intended for use in, or in association with, the operation of any hazardous environments or critical systems that may lead to serious bodily injury or death or cause environmental or property damage. Customer may not use AI Services with medical devices and are not intended to be used by themselves for any clinical decision-making or other health-related use. Customer is responsible for liability that may arise in connection with any such use cases.

11.7. The AI Services may use automated abuse detection mechanisms designed to detect harmful content, including related to potential violations of Stream's or third-party providers' terms of service or acceptable use policies. If these mechanisms detect apparent violations of Applicable Law(s), Customer agrees and instructs that Stream may report the incident to the National Center for Missing and Exploited Children or other authority. In addition, Stream may share information that does not include Customer Data about Customer's use of a third-party service with the provider of that third-party service or as required by Applicable Laws.

12. Miscellaneous.

12.1. Assignment. Customer may not assign this Agreement or assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of Stream. Any purported assignment or delegation in violation of this paragraph is null and void. This Agreement will bind and inure to the benefit of each party's successor and permitted assigns. Notwithstanding the foregoing, Stream may assign this Agreement to any acquirer of all or substantially all of its assets as they relate to this Agreement.

12.2. Entire Agreement; Amendment. This Agreement along with the Order Form, the subscription arrangement chosen by the Customer [here](#), [here](#) or [here](#), and/or the pricing and account terms agreed when Customer signs up for a subscription account level contains the complete understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, oral or written, with respect thereto. This Agreement may not be amended except by a signed writing executed by an authorized representative of each party.

12.3. Notices. Stream may give any notices issued in connection with this Agreement by email to Customer at the email address given by Customer when creating its account, and such notices shall be effective upon confirmation of transmission to Customer.

12.4. Force Majeure. Except for payment obligations, neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party and uses reasonable efforts to overcome such circumstances.

12.5. Publicity. Stream shall have the right to use Customer's name and logo on client lists published on Stream's website and in marketing materials. Stream may also announce the relationship hereunder in a press release.

12.6. Choice of Law. Any question, claim or controversy arising out of or related to this Agreement will be governed by and construed exclusively in accordance with the federal and state laws of the State of Colorado, without giving effect to any conflicts of laws provision thereof or of any other jurisdiction that would produce a contrary result.

12.7. Claims of Infringement. Stream respects Customer's copyrights and other intellectual property rights and those of other third parties. If Customer believes in good faith that Customer's copyrighted work has been reproduced on the Service without Customer's authorization in a way that constitutes copyright infringement, Customer may notify our designated copyright agent by mail to: Stream.io, Inc., Attn: Stream.io Copyright Agent, 1215 Spruce Street Suite 300, Boulder, Colorado, 80302 / legal@getstream.io. Please provide the following information to Stream's Copyright Agent: (a) the identity of the infringed work, and of the allegedly infringing work; (b) Customer's name, address, daytime phone number, and email address, if available; (c) a statement that Customer has a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (d) a statement that the information in the notification is accurate and, under penalty of perjury, that Customer is authorized to act on behalf of the owner; and (e) Customer's electronic or physical signature. Stream will take whatever action, in its sole discretion, it deems appropriate, including the removal of the allegedly infringing work from the Service.

12.8. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12.9. Hosting Contractor. Customer acknowledges that Stream uses and the Service is hosted by a third party hosting provider ("Hosting Contractor") that uses third party server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs for the delivery of the Service ("Hosting Contractor Services"). Additionally, Stream uses third party service providers to

help Stream receive payments (“Payment Processors”) and provide other services. Stream may change its Hosting Contractor and Payment Processor at any time. Customer’s use of the Service is subject to any restrictions imposed by the Hosting Contractor and Payment Processor and provided to Customer in writing in advance, as applicable. All other third-party services are made available to Customer subject to additional third-party license terms specified in the Services platform and related documentation if implemented by Customer following notice of such additional terms and documentation, including without limitation if Customer implements Krisp.ai products with the Services.

12.10. Waiver. No waiver by either party of any provision of this Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.11. Severability. If any provision of this Agreement is held to be unenforceable or illegal by a court or tribunal of competent jurisdiction, such provision will be modified to the extent necessary to render it enforceable, or will be severed from this Agreement, and all other provisions of this Agreement will remain in full force and effect.

12.12. Headings; Interpretation. Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words “include,” “includes,” or “including” in this Agreement shall not be limiting and “or” shall not be exclusive.

12.13. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

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Stream

Stream is proudly designed, built and continually enhanced in **Boulder, CO**, and **Amsterdam, NL**; with a global remote team.

System Status

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