

MUX TERMS OF SERVICE

LAST UPDATED APRIL 1, 2025

Mux Terms of Service

Mux, Inc. (“**Mux**” or “**we**”) provides video infrastructure services to help development teams build video into their products quickly, reliably, and at global scale. These Terms of Service (“**Terms**”) govern how you can use Mux’s Site and Services, so you should read them carefully.

By signing up, creating an account, entering an Order, or accessing or using the Site or Services, you signify that you have read, understood, and agree to be bound by these

Terms. Our Privacy Policy (mux.com/privacy) also applies to your use of the Site and Services and is incorporated into these Terms by reference.

If you are accepting these Terms and using the Services on behalf of a company, organization, or other legal entity, you represent and warrant that you are authorized to do so, in which case the terms “you” and “your” will refer to both you individually and such entity. If you do not have such authority or you do not agree with these Terms, you may not access or use the Services.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Definitions

“Customer Data” means any data transmitted on or through the Mux Services by you or on your behalf, including text, images, data, video, audio, and other information or communications.

“Documentation” means the documentation, support pages, benchmarking information, and other pages available on the Site (including docs.mux.com) or otherwise distributed by Mux, which we may update at our discretion.

“Open-Source Components” means any installable software distributed to you by Mux, including the SDKs and other open-source tools available via Mux’s [Github page](#).

“Order” means the Mux-approved order form or online subscription process by which you agree to subscribe to the Services.

“Services” means the hosted Mux software services to which you subscribe via an Order, including Mux Video, Mux Data, associated Mux application programming interfaces, the Site, and any other service that allows you to access any of the foregoing, as further described in the Documentation.

“Site” means mux.com, stream.new, and any other website where these Terms are posted.

“Subscription Period” means the initial term of an Order, as amended by any subsequent renewal term of that Order (if any). Your initial Subscription Period is as identified in your Order.

2. The Services

2.1. Rights to the Services

During the Subscription Period, and subject to your compliance with these Terms, we grant you a non-sublicensable, non-transferable, limited license to: (a) access and use the Services, (b) integrate the Open-Source Components into your products and services, and (c) receive and use the Documentation for internal business purposes only. As between you and Mux, we own all other aspects of the Services, including all intellectual property and other proprietary rights therein. No rights or licenses are granted except as expressly set forth in these Terms.

The Services are subject to change from time to time, at our sole discretion, without prior notice to you. We have no obligation to update, maintain, or continue to provide any aspect of the Services. We may require action on your part before you may use any updated or modified Service, including acceptance of new or additional terms.

The Services may contain links to third-party websites. Such linked websites are not under our control, and we are not responsible for their content.

Because Open-Source Components are designed to be installable and to connect with your other vendors, you understand that the Open-Source Components may be made available under separate open-source or third-party licensing terms, as specified where they are distributed. Notwithstanding anything in these Terms to the contrary, Open-Source Components are made available on an “as is” basis without warranty of any kind. In the event of a conflict between the terms applicable to any Open-Source Components and these Terms, the Open-Source Components terms will control.

2.2. Rights to Data

As between you and Mux, you own all Customer Data. You grant us a non-exclusive, irrevocable, assignable, sublicensable (through multiple tiers), fully paid, royalty-free, worldwide right and license to copy, reproduce, modify, use, publicly perform, display, distribute, and create derivative works of the Customer Data to (a) provide our products and services to you in accordance with the Terms; (b) maintain and improve our products and services; (c) create and share reports and information, in aggregate and anonymous form, with third parties and to assist our other customers to optimize and benchmark their service levels; (d) provide access to the Customer Data to your third-party service providers at your written request (email to suffice); and (e) perform any other actions that you authorize or instruct in writing (email to suffice). Except as otherwise set forth herein, we will not share Customer Data with any third party unless the Customer Data has been anonymized in a manner designed not to identify you or your end users.

You may choose to submit comments or ideas about the Services, Documentation, or Open-Source Components, including those about how to improve these or other Mux materials and services (“**Ideas**”). By submitting any Idea, you agree that your Ideas will be non-confidential and that we own all rights to use and incorporate them into the Mux materials and services, without payment or attribution to you.

3. Acceptable Use

3.1. Your Credentials

You agree that you:

1. will provide and maintain accurate and complete account and payment information at all times;
2. are responsible for protecting all access credentials (including IDs, passwords, keys, and tokens) and will not disclose them to any third party except your employees or other authorized agents;
3. will not use the authentication keys or access tokens for any purpose other than as necessary to exercise your rights granted under these Terms; and
4. are responsible and liable to Mux for the activity that occurs on your account, including all use of your access credentials.

You must notify us immediately of any breach of security or unauthorized use of your account. We will not be liable for any losses caused by any unauthorized use of your account.

3.2. Prohibited Use

You agree that you will not, and will not assist or enable others to:

1. use the Services except as permitted by these Terms or the Documentation;

2. copy, assign, sublicense, resell, disassemble, reverse engineer, modify, scrape, or create derivative works of any part of the Services;
3. use the Services in a manner that is unlawful or violates the rights of others;
4. use the Services in a manner that circumvents or exceeds limitations or requirements of the Services (including any published rate limits);
5. use or permit the use of any tools in order to probe, scan, or attempt to penetrate or benchmark the Services;
6. use the Services in a manner that impacts the stability of Mux's servers, the operation or performance of the Services, or the behavior of other applications using the Services;
7. use the Services for competitive analysis or to develop competing products or services;
8. transmit any viruses, malware, or other harmful materials via the Services; or
9. transmit any Customer Data via the Services that (i) may constitute or contribute to a crime or tort, (ii) may create a risk of harm, injury, or emotional distress to any person, or (iii) contains any information or content that Mux reasonably deems to be unlawful, harmful, abusive, hateful, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, threatening, profane, obscene, or otherwise objectionable.

You agree to abide by our posted trust and safety policies (including our [copyright complaint process](#)) and to implement reasonable protections if your traffic or content could pose a risk to the Mux services. We reserve the right to monitor your use of the Services for compliance with the requirements of this section. You agree that except as explicitly documented in the Documentation, you may not use the Mux Video Services for any purpose other than to contemporaneously stream audio-visual

content for real-time viewing and that you will not (and will not permit your users to) engage in any storing, permanent downloading, or redistribution of uploaded content.

4. Payment

4.1. Fees

The Services will be provided in accordance with the terms of any Order you enter, which may include prepaid fees for designated allotments of the Services and additional fees for use in excess of those allotments. If you choose to use a product or feature not listed in your Order that has a price on Mux's website, you agree that our website's pricing and payment terms (including <http://mux.com/pricing>) will apply.

4.2. Payment

You agree to pay Mux the fees in accordance with the payment terms specified in the Order or on Mux's website, as applicable. All fees are non-refundable, except as expressly stated otherwise in these Terms.

If you are paying by credit card, you authorize us to charge it for all fees payable during the Subscription Period, including retrying payment in the event of a failed charge

attempt. If you are paying by invoice, unless otherwise specified in an Order, all amounts are due and payable via ACH or wire transfer within 30 days from the date of invoice.

In the event of overdue payment, we may suspend your account, we may charge interest at the lesser of 1.5% per month or the maximum permitted by law, and you will be liable for all third-party collection costs.

4.3. Taxes

Fees for the Services do not include any local, state, federal, or foreign taxes, levies, or duties of any nature, including value-added, sales, use, or withholding taxes (“**Taxes**”). Except for taxes based on Mux's net income, you are responsible for paying all Taxes. If we have or begin to have a legal obligation to pay or collect the Taxes for which you are responsible, we will invoice and you will pay the appropriate amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You understand that it is your responsibility to claim any available exemptions from Taxes applied to your Order, such as by providing us with documentation sufficient to justify the removal of such Taxes. You will reimburse us for reasonable travel and living expenses that we incur in performing services at sites other than our facilities at your request (including any setup, training, technical support, and professional services).

4.4. Renewal

Unless otherwise set forth in an Order, each Order will automatically renew for successive periods equal to the length of the initial Subscription Period until canceled by us or you at least sixty (60) days before the end of the current Subscription Period. Information on cancellation can be found in the 'Billing and Payments' section of your Mux account.

4.5. Changes to the Fees

We may change our pricing from time to time by offering new services for additional fees and adding or amending fees for existing plans/services, at our sole discretion. Any change to pricing or payment terms will apply to your next bill following notice of such change, except that changes to annual subscriptions entered via a signed order form between the parties will be effective at the next renewal of the Subscription Period.

5. Confidentiality

5.1. Definition

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) may disclose certain non-public information and know-how pursuant to these Terms that is either designated in writing as proprietary and/or confidential or should reasonably be understood to be confidential by the recipient (the “**Confidential Information**”). Mux’s Confidential Information includes the Documentation, Ideas, and information regarding features, functionality, performance, and pricing of the Services. Your Confidential Information includes Customer Data.

However, Confidential Information does not include information that (a) is independently developed by the Receiving Party, as shown in the Receiving Party’s records; (b) is rightfully shared to the Receiving Party by a third party without confidentiality obligation; (c) was known to the Receiving Party at the time of disclosure, without confidential or proprietary restriction; or (d) becomes public through no fault of the Receiving Party.

5.2. Obligations

The Receiving Party agrees to: (a) preserve and protect the confidentiality of the Disclosing Party’s Confidential Information; (b) refrain from using the Disclosing Party’s Confidential Information outside the scope of these Terms; and (c) not disclose such Confidential Information to any third party except to its employees, agents, attorneys,

and other representatives who need such access for purposes consistent with these Terms (and only subject to confidentiality obligations at least as protective as those set forth herein).

However, the Receiving Party may disclose Confidential Information to the extent required by law, subpoena, or court order, provided that, as permitted, the Receiving Party shall provide prompt notice thereof and reasonable assistance to enable the Disclosing Party to seek a protective order or otherwise restrict such disclosure.

5.3. Remedies

The Receiving Party agrees and acknowledges that any breach or threatened breach of this section may cause irreparable injury to the Disclosing Party and that the Disclosing Party may seek appropriate equitable relief for breach or threatened breach of this section, in addition to other available remedies.

6. Term & Termination

6.1. Term

These Terms will apply from your acceptance of these Terms and remain in effect for as long as the Services are provided to you under these Terms.

Either party may terminate these Terms by written notice at any time per the 'Notices' section in these Terms, for any reason, or for no reason, provided that the Terms will continue in effect for the duration of any Subscription Period.

6.2. Termination for Cause

During a Subscription Period, either party may terminate this Agreement for cause, as to any or all Orders: (a) upon 30 days' notice to the other party of a material breach, if such breach remains uncured at the expiration of such period or (b) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation, or assignment for the benefit of creditors.

If you terminate an Order for material breach, then we will provide you with a pro-rated refund of prepaid fees for the portion of the Subscription Period after termination. If we terminate an Order for material breach, you will pay any unpaid fees covering the remainder of the Subscription Period. In no event will termination relieve you of your obligation to pay any fees payable for the period before termination.

6.3. Effects of Termination

The following sections will survive the termination of these Terms: 1 (Definitions), 2.2 (Rights to Data), 3.2 (Prohibited Use), 4 (Payment), 5 (Confidentiality), 6.3 (Effects of Termination), and 7-13 (Publicity, Representations & Warranties, Indemnification, Limitation of Liability, Privacy, Governing Law; Dispute Resolution, Miscellaneous).

Upon termination, (a) you must stop all use of the Services and (b) the Receiving Party will, upon request of the Disclosing Party, promptly return or destroy all Confidential Information. However, the Receiving Party may retain any Confidential Information that cannot feasibly be returned or destroyed, and a copy of any Confidential Information required for compliance with its internal recordkeeping requirements or automatic archival activities, provided that the terms of the above 'Confidentiality' section shall continue to apply to such retained Confidential Information.

In the event of termination, including due to non-use or non-payment, you understand that any and all Customer Data may be permanently deleted. If you want to preserve a copy, you should download or make a copy it before that time.

7. Publicity

We may make certain Mux logos or marks (the "**Marks**") available to allow you to identify us as your service provider. To use the Marks, you must first agree in writing to any written conditions or instructions that we provide for their use. We may limit or revoke your ability to use the Marks at any time. You may not use any Marks or other

Mux trademarks or service marks without our express written permission, or in any way that might imply endorsement or affiliation with your products and services. During the term of these Terms, you may publicly identify us as the provider of the Services to you and we may publicly identify you as a Mux user. You agree that Mux may use your business name and logo in our marketing and promotional materials, including our websites, sales and pitch decks, and other marketing materials, solely for the purpose of referring to you as a customer of our products and services. Neither you nor we will imply any untrue sponsorship, endorsement, or affiliation between you and Mux.

8. Representations & Warranties

8.1. Representations

You represent and warrant that: (a) you are at least eighteen years old and have the full right and power to enter into and perform these Terms; (b) your Customer Data and use of the Services will not violate any applicable law or regulation or infringe or misappropriate any rights of any third party, including any intellectual property rights and privacy rights; (c) you have all necessary rights, licenses, and consents, and have provided all required notices, to use the Customer Data and to allow us to receive and use the Customer Data as permitted under these Terms; and (d) we may use the Customer Data in accordance with this Agreement without liability to any third party, including for payment of any fees, residuals, payments, or royalties.

We represent and warrant that (a) we have the full right and power to enter into and perform these Terms and (b) the Services will perform in material conformance with our Documentation and any Service Level Agreement agreed to between the parties (the “**Performance Warranty**”). To the extent a Service Level Agreement applies, if you notify us in writing of a breach of the Performance Warranty, we will perform the support described in any applicable Service Level Agreement, which will be your sole remedy, and our sole responsibility, for a breach of the Performance Warranty.

8.2. Disclaimer

EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THESE TERMS AND ANY ORDER AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, MUX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES AND DOCUMENTATION, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRIVACY, SECURITY, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT. THE SERVICES AND DOCUMENTATION ARE PROVIDED “AS IS” AND “AS AVAILABLE.” EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, AVAILABILITY, TIMELINESS, OR COMPLETENESS OF THE SERVICES OR DOCUMENTATION FOR ANY PURPOSE.

9. Indemnification

9.1. Your Indemnification

You shall indemnify, defend, and hold harmless Mux and our officers, directors, employees, agents, and affiliates from any claim, action, proceeding, damages, obligation, loss, liability, cost, debt, and expense (including attorneys' fees) arising from or related to any actual or alleged: (a) breach of these Terms; (b) violation of any third-party right, including any right of privacy, intellectual property, or publicity; (c) violation of applicable law; or (d) gross negligence or willful misconduct.

9.2. Our Indemnification

Provided that you and Mux have entered an order form signed by both parties for paid Services, we shall defend or settle, at our own option and expense, any suit, claim, action, or proceeding brought against you by a third party to the extent based upon (a) a claim that the Services infringe any U.S. copyright or trademark or misappropriate any U.S. trade secret of such third party or (b) our gross negligence or willful misconduct, and will pay such damages or costs as are finally awarded against you by a court (or

mediator or arbitrator, if applicable) of competent jurisdiction or are agreed to in a settlement that are attributable to such claim.

We assume no liability under this subsection for: (i) any combination of the Services with any hardware, software, equipment, or data not provided by us, (ii) modification of the Services by anyone other than us, or by us in accordance with specifications or instructions that you provided, or (iii) use of the Services in violation of these Terms, and you shall indemnify and hold harmless Mux and our officers, directors, employees, agents, successors and assigns against any damages, losses, and expenses (including reasonable attorneys' fees) arising from any third-party action to the extent based upon a claim of any kind based on any of the foregoing factors in (i)-(iii) above.

Should the Services become, or in our opinion be likely to become, the subject of such an infringement claim, we may, at our option (A) procure the right for you to use the Services at no additional cost to you; (B) replace or modify the Services, in whole or in part, to make them non-infringing; or (C) if neither (A) nor (B) are commercially practicable in our sole judgment, terminate your access to the Services (or portion thereof), and issue you a pro-rated refund of fees prepaid for such Services for the portion of the Subscription Period after termination.

THIS SUBSECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SUBSECTION.

9.3. Indemnity Procedures

An indemnified party will:

1. promptly notify the indemnifying party in writing if the indemnified party becomes aware of any such claim;
2. give the indemnifying party sole control of the defense or settlement of such a claim (provided that the indemnified party may participate in its own defense at its sole expense); and
3. provide the indemnifying party (at the indemnifying party's expense) all reasonable cooperation, at the indemnifying party's request and expense, in the defense or settlement of the claim.

The indemnifying party will not accept any settlement that (i) imposes a payment or other obligation on the indemnified party, or (ii) requires the indemnified party to make an admission, without the indemnified party's prior written consent.

10. Limitation of Liability

10.1. No Indirect Damages

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES; ANY COVER OR BUSINESS INTERRUPTION; OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY

OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES OR ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

10.2. Liability Cap

IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING UNDER THESE TERMS, WHETHER FROM BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU IN THE THREE MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING CAP APPLIES EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

11. Privacy

Data provided via the Site and Services is handled in accordance with our Privacy Policy. As used in this section, “Personal Data” is as defined in the Mux Data Processing Addendum at mux.com/dpa. To the extent that we process any Personal Data on your behalf to perform the Services you and we agree to comply with the provisions of the Mux Data Processing Addendum (“DPA”). The terms of the DPA are incorporated herein and include all terms and conditions related to the parties’ respective obligations with respect to Personal Data, as applicable.

12. Governing Law; Dispute Resolution

These Terms will be governed by the laws of the State of California without regard to conflict of laws principles. Notwithstanding the foregoing, any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth below, including any provisional relief required to prevent irreparable harm. You agree that San Francisco County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM MUX. For any dispute with Mux, you agree to first contact us at notices@mux.com and attempt to resolve the dispute with us informally. In the unlikely event that you and Mux are not able to resolve a dispute between you and Mux after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, Inc. ("**JAMS**"), under the Optional Expedited Arbitration Procedures

then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Francisco County, California, unless you and Mux agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of confidentiality, data security, intellectual property rights or other proprietary rights.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS,

YOU AND MUX ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to these Terms may be brought by either party more than one year after the cause of action has accrued, except where this limitation cannot be imposed by law. If any action at law or in equity (including arbitration) is necessary to enforce or interpret these Terms, the prevailing party will be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

13. Miscellaneous

13.1. Entire Agreement; Amendment

These Terms (including any Order) constitute the entire agreement between you and Mux pertaining to their subject matter and supersede any and all written or oral agreements with respect to such subject matter. In the event of a conflict between these Terms and an Order, the terms of the Order will control, but only as to that Order.

We reserve the right to modify or revise these Terms by posting a revised version at <https://www.mux.com/terms>. The revised version will become effective and binding the

next business day after it is posted, and if you use the Services after that date, your use will constitute acceptance of the revised Terms. If we make any material changes to these Terms, we will use reasonable efforts to notify you of such changes (including in-app or via email).

If any change to these Terms is not acceptable to you, your only remedy is to stop using the Services and send a cancellation request (as described in Section 4.4).

13.2. Notices

Notices to us should be sent to Mux, Inc., Attn: Legal Team, 50 Beale Street, 9th floor, San Francisco, CA 94105, with a copy to notices@mux.com. Notices to you may be provided using any contact information you provide to us, including any e-mail address or mailing address.

13.3. Force Majeure

Neither party is liable for any delay or failure to perform any obligation under these Terms (except for a failure to pay fees) due to events beyond its reasonable control, such as a natural disaster, civil disturbance, act of terrorism or war, strike, lockout, epidemic, interruption or failure by a third-party hosting or Internet provider or utility provider, or governmental action. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

13.4. Assignment

These Terms are personal to you and may not be assigned or transferred for any reason whatsoever (including by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving you) without our prior written consent and any action or conduct in violation of the foregoing shall be void, invalid and without effect. We may assign these Terms freely without restriction.

13.5. Relationship

No agency, partnership, joint venture, or employment is created as a result of these Terms and neither party has any authority of any kind to bind the other party in any respect whatsoever.

13.6. Interpretation

In these Terms and any Orders, headings are for convenience only, “including” and similar terms are to be construed without limitation, and dates are based on the local time in San Francisco, California. These Terms are a contract for the provision of services and not a contract for the sale of goods. No provision of the Uniform

Commercial Code, the Uniform Computer Information Transaction Act, the United Nations Convention on Contracts for the International Sale of Goods, or any substantially similar legislation as may be enacted, will apply to these Terms.

Notwithstanding anything to the contrary in this agreement, we object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance, supplier portal, or website; any such documents shall be deemed to be for administrative purposes only.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion. If any provision of these Terms is held to be unenforceable for any reason, it shall be replaced with the valid provision that most closely reflects the intent of the parties and the remainder of these Terms shall remain enforceable.

13.7. Export Controls

You will comply with all relevant U.S. and foreign export and import laws while using the Services. You will comply with the sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control. You represent and warrant that you are not (a) designated on any list of prohibited or restricted parties or (b) located in, under the control of, or a national or resident of any restricted country (including those subject to an embargo).

13.8. Government Users

If the Services are being used by the U.S. Government, the Services and Documentation are commercial computer software and documentation developed exclusively at private expense, as each term is defined in 48 C.F.R. §2.101. If you are an agency of, or contractor to, the U.S. Government, your use is subject to these Terms, with the same rights and restrictions generally applicable to the Services, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204 (for the Department of Defense and their contractors) or (b) 48 C.F.R. §12.212 (for all other U.S. Government licensees and their contractors).

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MUX VIDEO

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STATUS: **GOOD**