



## Terms of Service

This is the terms of service agreement (the “Agreement”) that governs your use of Stats.Video’s website (<https://stats.video>). It also governs our business relationship which includes and is not limited to how you access and use our website; services we provide; subscriptions; as well as our Intellectual Property Policy. If you are under the age of (18) eighteen, or do not agree with these Terms of Service or [Privacy Policy](#), please do not use or access our website. This Agreement is written in every-day language for ease of use: definitions as well as Terms are provided within the Agreement. If you have any questions or comments about our Terms and Policies, please contact us at: [coverium@gmail.com](mailto:coverium@gmail.com).

### General Terms

Stats.Video may change any of the terms and conditions in this Agreement at any time for any reason. A notice of material change will be posted on Stats.Video’s website, and you are responsible for reviewing the changes. If you do not agree with them, do not continue to use Stats.Video’s website.

Stats.Video does not provide any guarantee or warranty of the accuracy of any data. By using Stats.Video, you are certifying that you are over 13 years of age and have your legal guardian’s permission.

The data Stats.Video provides is public information. It is gathered by Stats.Video’s proprietary software from 3rd party sources. The data is then collated, organized, manipulated, and displayed in unique ways by Stats.Video. This makes the data proprietary.

### Data Rights

Sharing Stats.Video’s data, including screenshots or images of Stats.Video’s website, is allowed providing you credit Stats.Video as the source of said data and/or images. The acceptable way to do this is to provide a link back to the source of the data, and clearly

state in text that Stats.Video provides the data. This includes sharing our data on Social Media websites, on blogs, and in any sort of publication.

Data that is shared from Stats.Video on YouTube videos should include a link in the description, and a verbal or written acknowledgement of Stats.Video as the source of the data in the video itself.

Mass copying data from Stats.Video's website (to include botting, crawling, scraping, etc.) is not allowed and may result in you being blocked from Stats.Video's website and data.

It is Stats.Video's policy to not delete data on our website. All the data on our website is gathered from public sources. If you want us to stop displaying the statistics of your channel/account from YouTube, you will have to adjust your privacy settings at YouTube to hide statistics.

## Data Sources

In order to keep statistical data updated, Stats.Video utilizes API services of third parties including [YouTube](#). Unless specific access is asked for at time of use (i.e. to validate your identity), we are only gathering publicly available data from each of the API services, not anything private about your account.

## Cookies

Whenever You access the Website, We may place "cookies" on Your hard drive for record-keeping purposes to enhance Your experience or sometimes to personalize Your experience. Cookies are small text files that are placed on Your computer's hard drive by the websites You visit. Cookies help Us to identify information relating Your activities and to retain information relating to Your preferences and history on the Website.

Ad targeting cookies: We and/or Our service providers may use advertising cookies to deliver ads that are more relevant to You and Your interests.

You may choose to disable cookies by turning off cookie feature on the web browser. However, by disabling this feature, some parts of the Website may not function properly. This may prevent You from taking full advantage of the Website.

## DMCA Policy and Copyright Violations

All images (video & channel thumbnails etc.) and video data available at Stats.Video is user generated content from YouTube Platform that is hotlinked/embedded in compliance with [YouTube API Terms of Service](#). If you discover copyright infringement

content in any of the videos \ images you must file [copyright takedown notice](#) at YouTube. Infringement content that is taken down by YouTube will be removed from Stats.Video automatically within 48 hours after removal from YouTube. If you want accelerate the process or removal links to infringement content from Stats.Video, you can file DMCA complaint to [coverium@gmail.com](mailto:coverium@gmail.com)

All claims must be in writing (via email). The claim must contain your: name; address; email address; contact information; and proof of ownership. The claim must also:

- Identify the property, work, or content that has allegedly been infringed;
- Identify the location of the property, or work you believe has been allegedly infringed;
- State the name or identity as well as contact information of the person you believe committed the infringement.
- Provide a signed statement under penalty of perjury, stating you did not give permission to the alleged violator to use the copyrighted material;
- If the claimant is not the owner of the work, then you will also need to give us a signed statement stating you are authorized to represent the original owner of the work, and the original owner's contact information

We will conduct an investigation when Customer Support or the Copyright Agent receives your claim. We will immediately:

- Freeze the alleged violator's account;
- Conduct an investigation;
- Verify the claim;
- Notify the violator of your claim; and
- Send you a prompt response about our investigation.

## Third Party Websites

Members might find links to third-party websites on Stats.Video, that will redirect them to third-party or affiliate websites. If a member clicks a link, or follows a hyperlink to a third-party website, they are doing so at their own risk. Members understand and agree that we have no control over third party websites whatsoever; therefore, we are not responsible, directly or indirectly, for any damages or losses that might happen as a result of a member accessing or using these links or websites.

## Warranty

Members acknowledge that they are using the Stats.Video website at their own risk. Our company makes no warranty; guarantee; implied warranty or promise; regarding access to the website; accuracy of website content; that our website will be free from errors or malware; or that all content uploaded or transmitted through our website is correct; accurate; or user-friendly. Members agree to accept all responsibility or liability when accessing, using, or otherwise transmitting data to and from our website.

## Limited Liability

Customers acknowledge that they are solely responsible for their submissions, and that **Stats.Video** is not responsible for any errors, omissions, or intellectual property rights violations committed by other members or customers. Since we have no control over the content submitted by our customers, you agree to hold **Stats.Video**; their directors, owners, staff, employees, and agents; harmless for any alleged violation or copyright infringement.

## Force Majeure

Force Majeure means "any event" that might occur that is "beyond our control", or that of our member or customer. Neither **Stats.Video**, nor our customer shall be responsible for any failure to perform if it involves: vandalism, fire, flood, strike, labor unrest, riot, act of civil or military authority, accident, acts or omissions of carriers, or Act of God, or other event beyond their control. When we become aware of any force majeure event, it will be posted on our website, or sent via email for our customers. Any changes in our service, or resumption in our service will be posted on the **Stats.Video** website.

## Notices

Any Notice that is required in this Agreement must be in writing and sent to parties as follows:

Notices can be delivered via: email; post; or overnight/special courier. Customers can opt out of email notifications clicking the "unsubscribe" link in any email received from **Stats.Video**. All other Notices are to be sent to the last known address or email address for **Stats.Video**; or to the customer's last known address/email address.

## Severability

If any clause or provision in this agreement is considered unenforceable, illegal, or invalid under any law or statute, or made invalid by an Order of a Court of law, the invalid, illegal, or unenforceable clause shall not make the balance of this Agreement invalid. Any questionable or unenforceable provision shall be considered altered and interpreted so it does not affect the rest of this agreement.

## Disputes

**A. Mediation.** In the event either Stats.Video or the member/account holder has a dispute about our Terms of Service, Terms of Use, or its interpretation, we agree to resolve the dispute via Mediation, located in Oakland, California, and we both agree to share the cost and choice of a Mediator.

**B. Notice.** The disputing party shall send the non-disputing party a thirty (30) day written Notice of Intent prior to filing a Mediation claim, giving the parties the ability to resolve the dispute before Mediation. Notices shall be served as provided within this Agreement. Upon filing of the complaint, Mediation shall be conducted via Arbitration Rules.

**C. Courts.** If the parties are unable to find a resolution with mediation, or do not agree with the decision of the Mediator, either party may file a claim with the appropriate Court having jurisdiction in California, United States. The prevailing party shall be entitled to reimbursement of any costs and fees, including but not limited to attorney's fees.

## Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of The United States of America and California, excluding conflicts of law provisions and C.I.S.G. (U.N. Convention for the International Sale of Goods and Services). If there is any dispute regarding the terms of this Agreement, the laws of The United States of America (California) will govern.

# Contact

You can contact Stats.Video at:

[2010 El Camino Real Suite 1132, Santa Clara, CA 95050](#)

Email:

[coverium@gmail.com](mailto:coverium@gmail.com)