# Truth-Watch.Today Terms of Service

#### Our Service

The Service allows you to discover, watch and submit videos and other content that we may post on our website if we deem that content to be within our primary editorial objectives: i.e. to promote the truth underpinning the Covid-19 plandemic. As many people's lives have been adversely affected via state interference in their lives and the main stream media won't give them a voice, Truth-watch.today aims to provide a forum for people to tell their stories and thereby inform and inspire others across Ireland and the globe.

### Applicable Terms

Your use of the Service is subject to these terms. Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.

## Who may use the Service?

## Age Requirements

You may use the Service if you are at least 16 years old; however, children of all ages may use the Service if enabled by a parent or legal guardian.

#### Permission by Parent or Guardian

If you are under 18, you must have your parent or legal guardian's permission to use the Service. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service.

### Businesses

If you are using the Service on behalf of a company or organisation, you confirm to us that you have authority to act on behalf of that entity, and that entity accepts this Agreement.

## Your Use of the Service

### Content on the Service

The content on the Service includes articles, videos and audio, graphics, photos, text (such as comments and scripts). Content may be provided to the Service and if we deem it worthy to be posted we will do so. This content may then be distributed by our users. If Truth-Watch.Today posts this content then we are a provider of hosting services for such Content. Content is the responsibility of the person or entity that provides it to the Service.

#### Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and the law. You may view or listen to Content for your personal, non-commercial use. You may also show Truth-Watch.Today videos through the embeddable Truth-Watch.Today player.

The following restrictions apply to your use of the Service. You are not allowed to:

- access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as specifically permitted by the Service; (b) with prior written permission from Truth-Watch.Today and, if applicable, the respective rights holders; or (c) as permitted by applicable law;
- 2. circumvent, disable, fraudulently engage, or otherwise interfere with the Service (or attempt to do any of these things), including security-related features or features that: (a) prevent or restrict

the copying or other use of Content; or (b) limit the use of the Service or Content;

- access the Service using any automated means (such as robots, botnets or scrapers) except: (a) with Truth-Watch.Today's prior written permission; or (b) as permitted by applicable law;
- 4. collect or use any information that might identify a person (for example, harvesting usernames or faces), unless permitted by that person or allowed under section 3 above;
- use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations (spam);
- 6. use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
- use the Service to sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content, Reservation

Any right not expressly granted to you in this Agreement remains the right of Truth-Watch.Today or the respective rights holders. This means, for example, that using the Service does not give you ownership of any intellectual property rights in the Content you access (including any branding used on or displayed in the Service).

## Changes to the Service

Truth-Watch.Today is constantly changing and improving the Service. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, change functionality and features, make changes to comply with law, or prevent illegal activities on or abuse of our systems. We will always consider and balance the impact of such changes on the use of the Service. Whenever reasonably possible, we will provide notice when we discontinue or make material changes to our Service that will have an adverse impact on the use of our Service. However, there will be times when we need to make such changes without notice, such as where we need to take action to improve the security and operability of our Service, prevent abuse, or meet our legal requirements.

# Your Content and Conduct

## Uploading Content

If you would like to upload content to Truth-Watch.Today you should email it to truth-watch@ mailfence.com. You may not use your Content to promote your business or artistic enterprise. If you choose to send us Content for consideration for posting on the site, you must not submit to the Service any Content that does not comply with this Agreement or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so (including by way of any available exceptions or limitations to copyright or related rights provided for in European Union law). You are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

## Rights you Grant

You retain all of your ownership rights in your Content. In short, what belongs to you stays yours. However, we do require you to grant certain rights to Truth-Watch.Today and other users of the Service, as described below.

## Licence to Truth-Watch.Today

By providing Content to the Service, you grant to Truth-Watch.Today a worldwide, non-exclusive, royalty-free, transferable, sublicensable licence to use that Content (including to reproduce, distribute, modify, display and perform it) for the purpose of operating, promoting, and improving the Service.

Licence to Other Users

You also grant each other user of the Service a worldwide, non-exclusive, royalty-free licence to access your Content through the Service, and to use that Content (including to reproduce, distribute, modify, display, and perform it) only as enabled by a feature of the Service.

## **Duration of Licence**

The licences granted by you continue until the Content is removed as described below. Once removed, the licences will terminate, except where the operation of the Service, use of Content permitted before your removal, or the law requires otherwise. For example, removal of Content by you does not require Truth-Watch.Today to: (a) recall Content that is being used by other users within any limited offline viewing functionality of the Service; or (b) delete copies we reasonably need to keep for legal purposes.

## **Right to Monetize**

This Agreement does not entitle you to any payments.

## **Removing Your Content**

You may request that we remove your Content from the Service at any time by emailing such a request to <u>truth-watch@mailfence.com</u> and truth-watch.today reserves the right to remove it at any time and for any reason at their sole discretion.

If we reasonably believe that any Content is in breach of this Agreement or may cause harm to Truth-Watch.Today, our users, or third parties, we may remove or take down some or all of such Content. Disclaimer

By law, consumers have certain rights that cannot be excluded or altered by a contract. Nothing in this Agreement affects those rights you may have as a consumer. Other than as expressly stated in this Agreement or as required by law, Truth-Watch.Today does not make any specific promises about the Service. For example, we don't make any promises about: the Content provided through the Service; the specific features of the Service, or its accuracy, reliability, availability, or ability to meet your needs; or that any Content you submit will be accessible or stored on the Service.

## Limitation of Liability

All users: Nothing in this Agreement is intended to exclude or limit any party's liability for: death or personal injury; fraud; fraudulent misrepresentation; or any liability that cannot be excluded or limited by law.

To the extent permitted by applicable law, Truth-Watch.Today will not be responsible for:

- 1. losses that were not caused by Truth-Watch.Today
- any loss or damage that was not, at the time that this Agreement was formed between you and Truth-Watch.Today, a reasonably foreseeable consequence of Truth-Watch.Today breaching this Agreement; or
- 3. the Content submitted by any user, or for the defamatory, offensive, or illegal conduct of any user.
- 1. Truth-Watch.Today and its Affiliates will not be responsible for lost profits, revenues, or data; loss of opportunity or anticipated savings; indirect or consequential losses, or punitive damages (in all cases whether such losses were foreseeable or not); and

## Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by Truth-Watch.Today. Truth-Watch.Today has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

## About this Agreement

Modifying this Agreement

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. Truth-Watch.Today will provide reasonable advance notice of any material modifications to this Agreement and the opportunity to review these changes. However, changes addressing newly available features of the Service or changes made for legal reasons may be effective immediately. Changes will only apply going forward. If you do not agree to the modified terms, you should remove any Content you uploaded and discontinue your use of the Service.

## Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: "Other Legal Terms", "About This Agreement", and the licenses granted by you will continue in limited cases as described under "Duration of License".

#### Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

If you do not comply with this Agreement and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as the right to take action in the future).

#### Governing Law

If you live in the European Economic Area or Switzerland, this Agreement, and your relationship with Truth-Watch.Today under this Agreement, will be governed by the laws of your country of residence, and legal proceedings may be brought in your local courts.

Effective as of June 1, 2021