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Video Moderation Terms of Service

1. ACCEPTANCE

WebFurther, LLC ("WebFurther") provides its WebPurify Video Moderation services (the "Services") to you, subject to the following Terms of Service (the "ToS"). The ToS may change from time to time. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AS VIOLATION OF THE TERMS CAN LEAD TO LEGAL LIABILITY. The ToS may be changed by WebFurther effective immediately by sending notification to the email address set forth in your WebPurify Video Moderation account; provided that Material Changes will become effective thirty (30) days after such notification. By continuing to access or the Services after the effective date of any such change, you agree to be bound by the modified ToS. A "Material Change" is a change to the ToS which reduces your contractual rights or increases your responsibilities in a significant manner.

The ToS as they pertain to you may also be superseded pursuant to a written supplement (each a "Supplement") executed by you and WebFurther.

2. THE SERVICES

You agree to use the Services only for purposes that are permitted by (A) the ToS and (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You acknowledge and agree that while WebFurther may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services, such fixed upper limits may be set by WebFurther at any time, at WebFurther's discretion.

You agree that you are solely responsible for (and that WebFurther has no responsibility to you or to any third party for) any breach of your obligations under the

Terms and for the consequences (including any loss or damage which WebFurther may suffer) of any such breach.

3. PAYMENT TERMS

Subject to any contrary terms set forth in any Supplement, all fees shall be paid in advance at the time you register for a video moderation license (each a "license") or at such time as you wish to add requests to your existing license.

WebFurther offers online payments as a convenience to you. By use of any online payment tools, you attest that any credit or debit card used is on an account for which you have authority to access or use.

4. TERMINATION AND MODIFICATION

You acknowledge and agree that WebFurther may cease providing the Services to you at any time and for any reason upon ten (10) days' notice to you. Upon giving notice of termination, WebFurther shall continue to provide the Services

for all videos submitted by you (the "Images") prior to 5:00 PM, New York time, on the 10th calendar day following the date such termination notice was given. You have the right to stop using the Services at any time.

In addition to any other rights or remedies available, WebFurther reserves the right to immediately suspend and terminate your license without liability if: (i) WebFurther reasonably believes that the Services are being used in violation, or with the letter or spirit, of this ToS; (ii) you fail to cooperate with any reasonable WebFurther investigation of any suspected violation of the ToS; (iii) WebFurther reasonably believes that the suspension of Services is necessary to protect its network or its other customers; (iv) WebFurther reasonably believes, in its sole discretion, that you are transmitting or are otherwise connected with the possession, submission, transmission or display of images that may be considered prohibited images, drawings or pictures covered by the PROTECT Act of 2003, Title 18 of the United States Code, Sections 2251-2260, or any similar local, state, federal or international act, statute, legislation or rule governing the possession, transmission or display of prohibited visual materials; or (v) as ordered by an applicable law enforcement or government agency. WebFurther shall not be liable to you or any third-party for any termination of your access to the Services.

You acknowledge and agree that WebFurther is under no obligation to return to you any prepaid fees upon its termination of the Services for any reason or if you voluntarily stop using the Services.

5. PROHIBITED USES

You agree that you will not: (A) violate any local, state, or national law through or on the Service; (B) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service; (C) use the Service in any manner other than as expressly authorized in the ToS; (D) use any robot, spider, other automatic device, or manual process to monitor or copy any content on the Service; or (E) reproduce, duplicate, copy, sell, resell, any portion of the Service, use of the Service, or access to the Service.

6. PROPRIETARY RIGHTS

You acknowledge and agree that WebFurther (or WebFurther's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by WebFurther and that you shall not disclose such information without WebFurther's prior written consent. You represent that you own or otherwise have legal rights of use to all Images which are subject to the Services.

Other than the limited license set forth in Section 7, WebFurther acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under the ToS in or to any Images that you submit to the Services, including any intellectual property rights which subsist in an Image (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with WebFurther, you agree that you are responsible for protecting and enforcing those rights and that WebFurther has no obligation to do so on your behalf.

You represent that no Images are subject to rights of confidentiality, privacy or similar provisions or agreements. WebFurther expressly disavows any knowledge of such rights of confidentiality or privacy relating to any Images on which Service is requested.

Unless you have agreed otherwise in writing with WebFurther, nothing in the ToS gives you a right to use any of WebFurther's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You may not reverse engineer, de-compile, disassemble, or otherwise attempt to reconstruct or discover the source code for the Service.

7. CONTENT LICENSE FROM YOU

You retain copyright and any other rights you already hold in each video. By submitting a video for moderation in accordance with the Services, you give WebFurther a limited, royalty-free, and non-exclusive license to transmit and

review each video which you submit. This license is for the sole purpose of enabling WebFurther to provide the Services.</p>

You agree that this license includes a right for WebFurther to make any video available to other companies, organizations or individuals with whom WebFurther has relationships for the provision of the Services.

You confirm and warrant to WebFurther that you have all the rights, power and authority necessary to grant the above license.

8. EXCLUSION OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WEBFURTHER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OR COVENANTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, USAGE OR PERFORMANCE. WEBFURTHER DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF ANY RECOMMENDATIONS, INTERPRETATIONS, MODERATIONS OR CONCLUSIONS REACHED WITH RESPECT TO THE SERVICES, WHICH, IN ANY EVENT, ARE ADVISORY ONLY AND MAY BE REJECTED BY YOU. WEBFURTHER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WEBFURTHER OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

9. SECURITY AND INDEMNIFICATION

You are entirely responsible for maintaining the confidentiality of your license. Furthermore, you are entirely responsible for any and all activities which occur under your license. You agree to immediately notify WebFurther of any unauthorized use of your license or any other breach of security known to you.

You agree to indemnify, defend and hold harmless WebFurther, its parents, affiliates and subsidiary companies, officers, directors, employees, consultants, agents and subcontractors (collectively the "Indemnified Parties") from any and all claims, liability, damages and/or costs (including, but not limited to, attorney's fees) which may be imposed on, incurred by, or asserted against any of the Indemnified Parties under any theory (strict liability, breach of privacy, libel, infringement of intellectual property right or otherwise) arising from or relating to your use of the Services, your violation of the ToS or your infringement of any intellectual property or other right of any person or entity without regard to the cause or causes thereof or the negligence or fault (active or passive) of any person.

10. LIMITATION OF LIABILITY

SUBJECT TO OVERALL PROVISION IN PARAGRAPH 8 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WEBFURTHER, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; OR (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS OR ACCURACY OF THE REVIEWS CONDUCTED AS PART OF THE SERVICE; OR (II) ANY CHANGES WHICH WEBFURTHER MAY MAKE TO THE SERVICES. THE LIMITATIONS ON WEBFURTHER'S LIABILITY TO YOU SET FORTH ABOVE SHALL APPLY WHETHER OR NOT WEBFURTHER HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SERVICES PROVIDED ARE OF A SUBJECTIVE NATURE

AND ARE DEPENDENT UPON NON-AUTOMATED, INDIVIDUALIZED REVIEW. WEBFURTHER SHALL NOT BE LIABLE FOR THE SUBJECTIVE DETERMINATIONS MADE BY WEBFURTHER, ITS MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS WHICH, IN ANY EVENT, ARE ADVISORY ONLY AND MAY BE REJECTED BY YOU.

11. GENERAL INFORMATION

WebFurther may provide notices to you pursuant to the ToS through email or regular mail. Except as set forth in any Supplement, the ToS constitute the entire agreement between you and WebFurther and govern your use of the Services, superseding any prior agreements between you and WebFurther. You also may be subject to additional terms and conditions that may apply when you use other WebFurther products or services.

The ToS and the relationship between you and WebFurther will be governed by the laws of the State of California, without regard to its conflict of law provisions. You consent to the jurisdiction of the state and federal courts located in Los Angeles, California. The failure of WebFurther to exercise or enforce any right or provision of the Terms will not constitute a waiver of the right or provision. If any provision of the ToS is found to be invalid, the other provisions of the Terms will remain in full force and effect. Any claim or cause of action arising out of or related to use of the Services or the ToS must be filed within one (1) year after the claim or cause of action arose or be forever barred.

The provisions of the ToS pertaining to disclaimers, exclusion of damages, limitations of liability and indemnification shall survive termination.

(877) 751-4046
sales@webpurify.com

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