



Junbi.ai Terms & Conditions

Last updated: 1 Jun 2023

Junbi.ai offers a YouTube optimization and benchmark platform, which includes:

- a service to predict video Ad performance and improve optimization (“junbi.ai Predictive Analysis”)
- a platform that allows you to analyze, track, and compare YouTube advertisements (ads)(“The junbi.ai Platform”)
- additional features and functionalities.

Your use of and access to our services, software, websites (including browser extensions) and/or applications (together: “Services”) are governed by these Terms & Conditions (“Terms”).

The Services may be provided to you online, in the form of a mobile and/or desktop application(s) and/or may be integrated in or have an integration with a third party service.

The Services allow you to upload, submit, store, share, receive, collect, capture and/or visualize your ideas, texts, graphics, videos, data, information, files, presentation decks and/or other content, including third party content used by you (together: “Content”) in video format. You retain all rights in- and responsibility and liability for all content. Junbi.ai does not claim ownership of your content.

The Services are provided to you as the user of the Services by Alpha.One B.V. (“junbi.ai”, “We”), with its main office at: Barbara Strozziilaan 201, 1083 HN Amsterdam, registered at the Dutch Chamber of Commerce under number 63788918.

1. Applicability

- 1.1. You are only allowed to use the Services when aged 16 or older.
- 1.2. Please read the Terms carefully. By using the Services (directly with us or through a third party application, plug-in, extension or integration) you agree and accept these Terms and our [Notice and Take Down Policy](#) (“NTD Policy”). To the use of personal data and cookies in relation to the Services our [Privacy & Cookie Statement](#) applies.
- 1.3. If the Services include, are used in connection with, or are integrated in the services of third parties, the terms and conditions, notice and take down policies and/or privacy and cookie policies of those third parties may apply in addition to these Terms.

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- 1.4. If you are using the Services on behalf of your employer or another organization, you are agreeing to the terms of that organization and you represent and warrant that you have the authority to do so. junbi.ai is not responsible for any third party services, terms and/or policies.
- 1.5. If you want to file a complaint or notice about unlawful content being stored or shared via the Services or the junbi.ai API, please read our [NTD Policy](#).
- 1.6. If you become aware of a vulnerability in any of the Services, please read our [Responsible Disclosure Policy](#).
- 1.7. Junbi.ai can amend the Terms from time to time. The amended Terms will become effective upon them being posted on junbi.ai's website(s) and/or on junbi.ai's mobile and/or desktop application(s), or at such later date as may be stated on the amended Terms. Therefore, we recommend that you review the Terms from time to time and take note of any changes. By continuing your use of the Services you accept the amended Terms. In case of material changes to the Terms, you will be informed prior to the change: (i) at the moment you use the Services, or (ii) by a message to the contact details you provided to us, or (iii) by a posting of the notice of the change on junbi.ai's website(s) and/or on junbi.ai's mobile and/or desktop application(s). In the event you don't accept a change you can cancel your subscription.

2. The junbi.ai Platform ; File Sharing

- 2.1. The junbi.ai Platform allows you to optimize and benchmark your YouTube content.
- 2.2. To optimize your content, you need to upload it to junbi.ai and use the platform's tools to improve your video's performance.
- 2.3. You can also invite others to register and login to the junbi.ai Platform under the account of your organization to collaborate on your videos.
- 2.4. Junbi.ai File Sharing provides the possibility to share your YouTube videos with others. You can upload your videos to junbi.ai's servers and share them with others by inviting them to register and login to the junbi.ai Platform.
- 2.5. Uploaded videos are stored on junbi.ai's servers, until the user that uploaded the file, or an organisation administrator deletes the video. After deletion, these videos will not be available nor retrievable anymore.
- 2.6. Junbi.ai reserves the right to automatically delete all videos uploaded within junbi.ai, including all data associated with those videos, 28 days after your junbi.ai subscription has ended.
- 2.7. Junbi.ai treats your videos as confidential.
- 2.8. You are solely responsible for the content you upload and share.



3. Payment conditions

- 3.1. The subscription term starts as per the formally agreed starting date, described in the formal contract or via any other form of written consent.
- 3.2. We may introduce or change the fees for the Services from time to time, for which we will give you advance notice. If you have a fixed term and price subscription, that price will remain in force for the fixed term. If you do not agree with the price change, you must cancel your subscription and stop using the Services by the end of the then-current Service term. If you continue to use the Services after the price change goes into effect, you agree to pay the changed price. Fee introductions will require your prior consent and registration.
- 3.3. Depending on the payment method you choose, the issuer of the payment method may charge you certain fees relating to the processing of your payment.
- 3.4. You can change your payment method by contacting our support team.
- 3.5. Junbi.ai may suspend or cancel the Services to you if a payment is not successfully settled (for instance in case of insufficient funds, expiration of credit cards, a change in payment details or otherwise). Suspension or cancellation of the Services for non-payment can result in a loss of access to and use of your account and your uploaded ads and results.

4. Term and Cancellation of a Subscription:

- 4.1. The subscription term is one Year with automatic renewal.
- 4.2. The subscription will be renewed automatically unless you cancel it before the last day of your subscription.
- 4.3. If you cancel your subscription, you will continue to have access to the Services until the end of your paid subscription period.
- 4.4. Cancellation does not give you the right to reimbursement of the subscription fee.
- 4.5. If your payment is not successfully settled, your account will be deactivated after the end of your subscription period. You can reactivate your current subscription at any time within four weeks after deactivation.
- 4.6. If you do not reactivate your subscription within the set term, any of your content stored using the Service(s) may have been automatically and permanently deleted from their servers.

5. Content Ownership, Permissions, and Responsibility:

- 5.1. Junbi.ai does not claim any ownership of the content you upload, create, use, store, or share through the Services, and you are solely responsible for it.
- 5.2. You are solely responsible for sharing your content with others, and any liability for damages relating to the content lies with you.

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- 5.3. By using the Services, you warrant that you have all required permissions to distribute, sublicense, transfer, store, and/or make the content online available as part of the Services.
- 5.4. junbi.ai is not liable to you or any third party for any damages arising out of or in relation to the content created, used, stored or shared by you within the Services.
- 5.5. junbi.ai requires a license from you with regards to the content for the sole purpose of operating, enabling, and improving the Services. Until you delete the content from the Services, you grant junbi.ai an unlimited, worldwide, royalty-free license to use and reproduce the content. This is for the sole purpose of operating, enabling and improving the service.
- 5.6. Junbi.ai does not provide any public search function, catalog or listing to find content.
- 5.7. More information on the use of your personal data and cookies (including for performance marketing) is available in our [Privacy & Cookie Statement](#).

6. Restrictions

- 6.1. junbi.ai respects your rights and expects that you respect those of others, including junbi.ai and third parties. This includes respecting the right to privacy, corporate intelligence, business secrets and intellectual property rights, such as trademarks, copyrights, trade names and logos. You agree not to use the Services to commit, promote, enable or facilitate any unlawful or criminal acts or breach of these Terms or facilitate or promote others to do so.
- 6.2. As a condition to make use of the Services you agree not to create, use, store or share any Content that:
 - features CSAI (child sexual abuse imagery);
 - is obscene, defamatory, libelous, slanderous, profane, indecent, discriminating, threatening, abusive, harmful, lewd, vulgar, or unlawful;
 - promotes racism, violence or hatred;
 - is factually inaccurate, false, misleading, misrepresenting or deceptive;
 - you don't hold the rights to;
 - infringes, violates or misappropriates intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
 - infringes on or violates any applicable law or regulation; and/or
 - constitutes 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation, language or another characteristic of such individual or group.
- 6.3. In addition, you agree not to:
 - abuse, harass, stalk, intimidate, threaten, commit violence, or otherwise act unlawful, or encourage anyone else to do so;
 - impersonate or falsely pretend affiliation with any person or entity;
 - access any non-public areas of the Services;



- interfere with any access or use restrictions;
- use any data mining or data gathering or extraction methods, or otherwise collect information about the users of the Services;
- send viruses, worms, malware, ransomware, junk email, spam, chain letters, phishing emails, unsolicited messages, promotions or advertisements of any kind and for any purpose;
- interfere with, damage or disrupt the Services or act in a way that may do so;
- attempt to probe, scan, compromise or test the vulnerability of the Services or any related service, system or network or breach any security or authentication, unless you do so in accordance with our Responsible Disclosure Policy;
- use automated means to access or use the Services without our permission;
- reverse engineer or decompile any (part) of the Services;
- resell, sublicense, rent, lease, offer or otherwise commercialize the Services without our permission; and/or
- allow others to use your account.

7. Violation of the Terms & Conditions

- 7.1. Junbi.ai reserves the right to investigate, provide to third parties, (temporarily) block and/or permanently delete from its servers, without prior notice or liability, any Content and/or accounts or to block anyone from accessing any part of the Services, when Junbi.ai ascertains, at its sole discretion or after receiving substantiated and valid complaints, that you breach these Terms or act in violation of any applicable law or regulation. More information is available in our [Notice and Takedown Policy](#).

8. Intellectual property rights

- 8.1. All intellectual property rights and/or similar rights on the Services (including the software, wallpapers, content, photography, graphic design, typography, portraits, logos, trademarks, trade names, domain names, copyrights and patents) are vested in Junbi.ai and/or its licensors and you are not allowed to use, remove, modify, copy, mirror, distribute, decompile, or reverse engineer any of it in any way.
- 8.2. Junbi.ai is not responsible or liable for third party content published within the Services. You acknowledge and accept that all use outside the Services is at your own risk.
- 8.3. You will always respect and observe the good name and reputation of Junbi.ai and ensure that your use of the Services will in no way prejudice any rights and/or the good name and reputation of Junbi.ai and its licensors.



9. Disclaimer and account registration

- 9.1. junbi.ai provides the Services “AS-IS”, without any warranty of any kind. Without limiting the foregoing, junbi.ai explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. junbi.ai makes no warranty that the Services are available uninterrupted, secure or error-free. Your use of the Services is at your own risk. You acknowledge and agree that junbi.ai is not responsible for any damages to the computer system or mobile device of you or any third party that result from the use of the Services and is not responsible for any failure of the Services to store, transfer or delete a file or for the corruption or loss of any data, information or content contained in a file.
- 9.2. junbi.ai may change, terminate or expand its Services from time to time and reserves the right to limit access to or eliminate any features or functionality of the services at its own discretion.
- 9.3. Some of the Services require you to register and provide us with data such as your email address, password and/or payment details. You must ensure that these are accurate and keep them updated in your account settings. You are responsible for any activity from or by your account, so you should not share your password and you should protect it carefully. Should registrations or account data appear to be misused, junbi.ai reserves the right to delete the account. junbi.ai is not liable for any loss or damage arising from the unauthorized use of your account.

10. Indemnity and Liability

- 10.1. You will defend, indemnify and hold harmless junbi.ai (including its employees and affiliates) from and against any claims, incidents, liabilities, procedures, damages, losses and expenses (including legal and accounting fees), arising out of or in any way connected with your access to or use of the Services or your breach of these Terms, including any third party claims that content created, used, stored or shared using the Services by you or through your account, infringe or violate any third party rights.
- 10.2. The Services may provide integration with third-party services. You acknowledge that: (i) junbi.ai is not responsible for any acts or omissions of such third-party services; (ii) that junbi.ai is not an agent of such third-party services; and (iii) your use of those services is subject to any applicable terms and conditions between you and the providers of such services.
- 10.3. junbi.ai is not liable for any damage or personal injury resulting from any use of the Services, including any (temporary) unavailability or (accidental) removal of your content or account. The limitation of liability referred to in this clause shall not apply if the liability for damage caused by intent or gross negligence on the part of junbi.ai. In the event junbi.ai is liable for damage under mandatory law, junbi’s aggregate liability to



you for any and all claims arising out of or in connection with the use of the Services will in no event exceed the amount of one thousand euro (€1.000) per incident.

11. Waiver, Severability & Assignment

- 11.1. Junbi.ai's failure to enforce a provision is not a waiver of its right to do so later.
- 11.2. If any (part of a) provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 11.3. If any (part of a) provision of these Terms is found to be illegal, unenforceable or otherwise invalid, then (i) the rest of the Terms will remain in full force and effect to the extent permissible under or consistent with the relevant laws; and (ii) that part will be deemed to be deleted and substituted by a valid one which in its economic effect comes so close to the invalid part.
- 11.4. You may not assign any of your rights under these Terms. junbi.ai is at any time entitled to assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services without your consent or any other restriction.

12. Applicable law and Jurisdiction

- 12.1. These Terms and any non-contractual obligations arising out of or in connection with it will be governed by and construed and interpreted in accordance with Dutch law. These Terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.
- 12.2. Any disputes regarding these Terms will be submitted to the exclusive jurisdiction of the competent court in the Netherlands (with the exception of Dutch private international law).

13. Contact

- 13.1. You can contact junbi.ai at legal@junbi.ai or by using via our support page If you have any questions, just send us an email in English or Dutch.

If you prefer to save a copy of our Terms and Conditions locally you can download it [here](#).