

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE SUBSCRIBING TO OUR SERVICES

These terms may have changed since you last reviewed them.

Where to find information about us and our services

You can find everything you need to know about us, VRCDN Ltd, and our services on our website <https://vrcdn.live> before you order. We also confirm the key information to you in writing after you order by email.

We are registered in England and Wales under company number 14299559 and have our registered office at 124 City Road, London, England, EC1V 2NX.

To contact us, please email contact@vrcdn.live.

By using our Services you accept these terms

By subscribing to our Services, you confirm that you accept these terms of service and that you agree to comply with them.

If you do not agree to these terms, you must not use our services.

We recommend that you print a copy of these terms for future reference.

The following documents also form part of these terms of service:

- Our Privacy Policy <https://vrcdn.live/policies/privacy>, which explains how we collect, use and store your personal data.
- Our Acceptable Use Policy <https://vrcdn.live/policies/aup>, which explains how you can use our services and any content you generate.
- Patreon's Terms of Service <https://www.patreon.com/policy>.

Subscribing to our Services

You can subscribe to our Services via Patreon or such other third party site we may offer our Services through from time to time.

We contact you to confirm we've received your order and to confirm we've accepted it at which point this contract will commence.

Except where this contract ends earlier in accordance with these terms, it shall continue for the initial subscription term you subscribed for as explained to you during the order process and thereafter shall automatically renew for successive periods unless you cancel your subscription before the end of the initial subscription term or any successive renewal period thereafter at which point the contract shall end upon the expiry of the applicable initial subscription terms or successive renewal period.

Sometimes we reject orders

Sometimes we reject orders, for example because you are located outside the UK or because the service was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

Use of our services

You shall not access, store, distribute or transmit any viruses, or any material or content during the course of your use of the Services that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity;
- depicts sexually explicit images;
- promotes unlawful violence;
- is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- infringes or is likely to infringe on any third party intellectual property rights;
- is in breach of our Acceptable Use Policy <https://vrcdn.live/policies/aup>; or
- is otherwise illegal or causes damage or injury to any person or property.

and we reserve the right, without liability or prejudice to our other rights to you, to disable your access to any material, content or services that breaches the provisions of this contract.

You further agree that you shall not:

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or
- attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
- access all or any part of the Services in order to build a product or service which competes with the Services; or
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or
- introduce or permit the introduction of, any virus, trojans, worms, logic bombs or other material that is malicious or technologically harmful into the Services or our network and information systems.

Using our services to upload content

Whenever you make use of our services that allows you to create content, upload or share content, or to make contact with other users, you must comply with the standards set out in our Acceptable Use Policy <https://vrcdn.live/policies/aup>.

You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We will consider any content you upload to our site to be non-confidential and not protected by any trade mark, patent or copyright ("non-proprietary"), that is, in the public domain. You own your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to others.

We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to our site violates their intellectual property rights or their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the acceptable use standards set out in our Acceptable Use Policy or for which we receive a take down notice.

If you wish to contact us in relation to content you have uploaded to our site and that we have taken down, please contact support@vrcdn.live.

Rights you are giving us to use material you create or upload using our services

When you upload or post content using our services, you grant us the following rights to use that content:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote our site or the service to expire when the user deletes the content from our site.
- A worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content in accordance with the functionality of our site to expire when the user deletes the content from our site.

User-generated content is not approved by us

Our site may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

Supply of our services

You acknowledge that our services are provided to you on an "as is" basis.

We will use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- unscheduled maintenance, for which we will use commercially reasonable endeavours to give you at least 6 hours notice in advance.

We do not warrant that:

- your use of the services will be uninterrupted or error-free; or
- that the services obtained by you will meet your requirements; or
- the services will be free from any vulnerabilities or viruses.

We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

We may use third party providers

We use third party providers such as Patreon to allow you to subscribe and pay the subscription fees for our services.

You also acknowledge that the services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.

We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the services.

We charge you when we accept your order

You agree to pay our subscription fees as explained to you during the order process and agree that the first payment shall be processed when we accept your order.

All payments will be processed via Patreon or such other third-party site from time to time that you may purchase our services from. It is your responsibility to ensure that you have valid, up-to-date and complete credit card details saved with Patreon or such other third

party site from time to time that you may purchase our services from to allow them to process the subscription fees.

For some services we take payment at regular intervals, as explained to you during the order process.

You hereby authorise us, Patreon or any other third party site as necessary from time to time to bill such credit card for the subscription fees:

- on acceptance of your order; and
- thereafter at each monthly interval until the contract ends.

Suspension of services for late payments

If we have not received payment within 7 days after the due date then, without prejudice to any other rights and remedies we may, without liability to you, disable your access to the all or part of the services and shall be under no obligation to provide any or all of the services while the subscription fees concerned remain unpaid.

We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We reserve the right to increase our subscription fees

We shall be entitled to increase our subscription fees payable for the services.

Where we are going to increase our subscription fees we shall notify you of such increase and the time that such increase shall take effect.

If you do not agree to any such increase in our subscription fees then you may cancel your subscription to the services before any increase takes effect and can contact our Customer Service Team: support@vrcdn.live to end the contract.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control

If the supply of services is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can

contact our Customer Service Team: support@vrcdn.live to end the contract and receive a refund for any services you have paid for in advance, but not received.

You have a legal right to change your mind

Your legal right to change your mind. For most of our services bought online, you have 14 days after the date we confirm your order to change your mind about a purchase, but you lose the right to cancel any service, when it's been completed (and you must pay for any services provided up to the time you cancel).

How to let us know and what happens next. If you change your mind contact our Customer Service Team: support@vrcdn.live. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

You can end an on-going contract (find out how)

We tell you when and how you can end an on-going contract with us (for example, for regular services) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team: contact@vrcdn.live.

You have rights if there is something wrong with your service

If you think there is something wrong with your service, you must contact our Customer Service Team: support@vrcdn.live. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that You have several options for resolving disputes with us.

Summary of your key legal rights
<p>If your product is services the Consumer Rights Act 2015 says:</p> <ul style="list-style-type: none">·You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.·If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.·If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

We can change services and these terms

Changes we can always make. We can always change a service:

- to reflect changes in relevant laws and regulatory requirements; and

- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the service.

Changes we can only make if we give you notice and an option to terminate. We can also make changes to the service or these terms where they affect your use of the service, but if we do so we'll notify you and you can then contact our Customer Service Team: support@vrcdn.live to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but not received.

We can suspend supply (and you have rights if we do)

We can suspend the supply of a service. We do this to:

- deal with technical problems or make minor technical changes;
- update the service to reflect changes in relevant laws and regulatory requirements;
- make changes to the service (see We can change services and these terms);
- comply with any take down notices we may receive due to content you upload using our services;
- deal with any third party complaint we may receive or to investigate any breach of our Acceptable Use Policy.

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the service for longer than 15 days we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 15 days you can contact our Customer Service Team: support@vrcdn.live to end the contract and we'll refund any sums you've paid in advance for services you won't receive.

We can withdraw services or remove content you upload

We can stop providing a service to you or remove any content you may upload using our site or services and claim compensation due to us where:

- we receive a take down notice from a third party in respect of your content;
- your content infringes or is likely to infringe on any third party intellectual property rights; or
- your content breaches or is likely to be in breach of our Acceptable Use Policy <https://vrcdn.live/policies/aup>.

Where we suspend or withdraw our services or remove any content you upload due to any of the above reasons then we will not be liable to you for any loss or damage that arises due to your infringement.

We can end our contract with you and remove all content

We can end our contract with you for a service, remove all content you uploaded and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service;
- we receive a take down notice from a third party in respect of your content;
- your content infringes or is likely to infringe on any third party intellectual property rights; or
- your content breaches or is likely to be in breach of our Acceptable Use Policy <https://vrcdn.live/policies/aup>.

When our contract with you ends

When the contract ends for any reason:

- all licences granted under this contract shall immediately cease and you shall immediately cease all use of the services;
- you shall make no further use of the services;
- we may destroy or otherwise dispose of any of content, data or other materials in our possession;
- any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of the contract ending, including the right to claim damages in respect of any breach of the contract which existed at or before the date the contract ended shall not be affected or prejudiced.

We don't compensate you for all losses caused by us or our services

We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section We're not responsible for delays outside our control.

- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **Caused by your action.** Using our service to produce, create, generate, upload or stream any content for which we receive a take down notice; which infringes or is likely to infringe on any third party intellectual party rights; which is in breach or likely to be in breach of our Acceptable Use Policy.

To the extent that you use a product for the purposes of your trade, business, craft or profession then, save in respect of any liability which cannot legally be limited, our total liability to you for all losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the subscription fees paid by you in the 12 months preceding such claim and all claims for loss of profit or indirect or consequential loss are wholly excluded.

We use your personal data as set out in our Privacy Policy

How we use any personal data you give us is set out in our Privacy Policy: <https://vrcdn.live/policies/privacy>.

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team: support@vrcdn.live will do their best to resolve any problems you have with us or our services as per our Complaints policy: <https://vrcdn.live/policies/complaints>

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact our Customer Service Team: support@vrcdn.live to end the contract within 14 days of us telling you about it and we will refund you any payments you've made in advance for services not provided.

You cannot transfer your contract with us to someone else unless we agree to this. You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this contract.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.