

Solki.live Terms of use | Solki.live -palvelun käyttöehdot

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Welcome to Solki.live. Solki.live (the "Site") is provided by Sportie United Oy (2639279-4). ("We", "Us" or "Solki.live"). Before you get started, it's important for you to understand your responsibilities as either an Instructor or a Viewer – and for you to understand that you are entering into an agreement with Solki.live which is designed to protect Solki.live and outline the relationship among Instructors, Viewers and Solki.live.

THIS IS A BINDING CONTRACT, PLEASE READ IT CAREFULLY. Upon completion of the registration process you affirmatively accepted agree to be bound by these Terms and Conditions ("Terms"), but you also are deemed to have accepted them (and any changes that have been published on this page) by accessing or using the Site (the "Service"). It is your responsibility to check this page from time to time to review any changes to these Terms. If you are not prepared to agree to all these Terms (including changes published on this page, then you must cease accessing the Service and must delete any materials that you have downloaded, uploaded or copied from the Site or through the Service.

Outline of Terms. These Terms are divided into separate sections to make them easier to read, but every section applies to every user, regardless of what the heading says.

Description of Service

Solki.live Accounts

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 - **Grant of License**
 - **Right to Remove or Refuse Content**
 - **Solki.live Makes No Representations or Warranties**
 - **Limitation of Liability**
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Description of Service

The Service includes (1) Solki.live live events, (2) Solki.live instructor profiles, pre-recorded, live-recorded and live streaming videos, and event schedules, and (3) Solki.live reporting, marketing and administrative tools (for Instructors). Solki.live will collect payments charged by Instructors and will disburse funds in accordance with these terms. See Payments and Disbursements, below. Students have only a limited right to a refund, if any. See Refunds, below.

Solki.live Accounts

Both Viewers and Instructors must create a Solki.live Account in order to access the Service. You may only create a Solki.live Account if:

1. You are less than 18 years old, you have the permission of your parent or guardian;
2. You provide your legal full name, valid email address and any other information requested during the signup process.

It's up to you to protect the security of your account and your password. Solki.live will not be liable for your losses caused by any unauthorized use of your account, but you may be liable for the losses of Solki.live or others due to such unauthorized use.

When you set up a Solki.live Account, you will be given the opportunity to set a variety of features, including the price an Instructor charges for live events and discounts for multiple purchases, as well as banking or credit card information and certain communication/privacy preferences. Please see our Privacy Policy for further discussion of such information.

Obligations Of Instructors and Viewers:

All Users. All users agree that they may not:

- a. use their account to breach security of another account or attempt to gain unauthorized access to another network or server, and that not all areas of the site may be available to them or other authorized users of the site.
- b. interfere with anyone else's use and enjoyment of the site or other similar services.
- c. download any Content unless you see a "download" or similar link displayed by Solki.live on the Service for that Content.
- d. copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes or circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein, without the prior written consent of Solki.live or the respective licensors of the Content.
- e. Users who violate systems or network security may incur criminal or civil liability.

All Users acknowledge that through their use of the site, they may have the opportunities to engage in commercial transactions with other users and vendors. Each User acknowledges that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Instructors.

Listing Conditions

By listing a live event on Solki.live,

- a. you assume full responsibility for any materials that you upload, stream or otherwise display through Solki.live.
- b. you understand that such materials will be publicly available to be viewed and book by any Viewer.
- c. you agree to honor any registrations through Solki.live at the price and time listed in the Service.
- d. you agree not to circumvent Solki.live's payment system including, for example, by asking your Viewers to make payments directly to you for live events offered through Solki.live or related materials.

Requirements To Receive Disbursements.

Solki.live will collect all fees from your Viewers, and will pay those amounts, less any fees charged by Solki.live, to you in accordance with Solki.live's Payment Policies found at <https://solki.live/quick-info>. Among other things, those policies require that, before you are entitled to receive disbursements related to amounts charged to Viewers, you will need to provide us with appropriate documentation establishing your right to receive such disbursements free and otherwise agree to indemnify us if we are obligated to make any payments to a third party with respect to amounts that have been disbursed to you. In addition, there may be additional requirements imposed upon you by our payment providers which will be explained at the time you set up your account, or in a subsequent email

Limitations on Content.

You also acknowledge and agree that you have to indemnify us in the event that we are sued or otherwise suffer damages as a result of your activities.

Without limiting the generality of the previous sentence, you specifically agree that you may not:

1. Upload, stream or otherwise display any materials or other content (including text, video, images and sounds, "Content") that:
 - a. Is copyrighted, trademarked, or proprietary unless you have the express permission of the owner;
 - b. Violates the privacy or other personal rights (such as the right of publicity) of any person.
 - c. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
 - d. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 - e. Infringes on any patent, trademark, trade secret, copyright, or other proprietary right of any party;
 - f. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
 - g. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party.
2. Use Solki.live for any unlawful purposes or so as to cause harm to any person.
3. Use Solki.live to impersonate any person or entity, including any of our employees or representatives.

Viewers

You should be aware that we do not endorse or assume any liability for any Content uploaded, streamed or displayed by or on behalf of Instructors or other Viewers. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, message boards or other interactive services that may be available on or through this site.

Solki.live has no responsibility to you for any injuries or damages that you suffer in connection with the use of the Service, and you specifically release us from any claims you may have and agree to indemnify us if we suffer a loss in connection with your use of the Service. Our only responsibility is a limited obligation to pay refunds in certain specific situations. You must take precautions to protect yourself.

Payments and Fees

- a. A valid credit/debit card account is required for live events or uploaded videos.
- b. A full payment is required to register for a live event on Solki.live.
- c. All Services booked, paid, and processed through Solki.live are subject to a processing fee.

Live events, Modifications, and Amendments

- a. You agree to accept all of the terms and conditions including the cancellation policy listed in the Service when you agree to book and pay for a Service on Solki.live.
- b. The live events or uploaded videos offered on Solki.live are offered directly by the Instructor. Solki.live is not responsible or liable for any information on its Service listings or profiles.
- c. All live events offered on Solki.live are valid only for the specified date. Solki.live is not responsible for any changes or cancellations made to live events by the Instructor.
- d. Solki.live reserves the right to cancel or change any booked Service at any time, for any reason.
- e. Solki.live does not supervise live event venues and are not involved in any way with the actions of any individuals at these live events. As a result, we have no control over the identity or actions of the individuals who are present at these live events or videos, and we request that our users exercise caution and good judgment when attending live events or purchasing uploaded videos.
- f. Solki.live reserves the right at any time to modify or discontinue, temporarily or permanently, the Service with or without notice.

Refund Policy

When a Viewer signs-up for a live event, Solki.live charges their credit/debit card at the time of sign-up to hold their spot for the live event. Viewers may request a refund within the refund request time period in accordance with Solki.live's Refund Policy found at <https://solki.live/quick-info>.

Other Important Points.

You should also be aware of the following:

1. Solki.live reminds its members, and viewers to exercise and train safely within the boundaries of their own capabilities.
2. When using the Service, you may be exposed to Content from a variety of sources, and that Solki.live is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Solki.live with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Solki.live, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.
3. Content available through the Service often represents the opinions and judgments of an information provider, site user, or other person or entity not connected with us. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Solki.live spokesperson speaking in his/her official capacity.

4. The Content available through the Service belongs to either Solki.live or one or more Instructors, and it is a violation of their intellectual property rights for you to record the audio or video available through the Service. You hereby agree that you will not make any such recordings, or otherwise copy, redistribute, publish or exploit material from the Service, except as expressly permitted herein, without the express prior written permission of Solki.live and the relevant Instructor.

Rights of Solki.live/Limitation of Liability

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Solki.live have the right at their sole discretion to remove or refuse any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. All Viewers and Instructors hereby consent to such removal and waive any claim against us arising out of such removal of content.

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Limitation of Liability

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

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SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

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