Terms of Use

Welcome

Thank you for using our product. The service is provided by ("provider"): Innovative Digital Factory S.L. Calle Velázquez 10, 28001 Madrid, Spain Reg no: B-61271003. By using our services, you agree to these terms. Please read them carefully.

Dispute Resolution and Applicable Law

These terms of use are governed, interpreted, and enforced in accordance with the applicable laws of Spain. In the event of a dispute regarding payment card processing, the competent court will be in Madrid, es. Any claim, dispute, or controversy will be brought before the competent courts of Madrid, and the parties acknowledge the jurisdiction of these courts. This provision shall survive the termination of your right to use this site.

1. Service

The service provides a wide catalogue of premium contents with games, music, e-books, audio books, mobile applications, news and much more. It is important to emphasize on the part of the Provider that the games only have a recreational function, and there is no prize or compensation for the user for using them.
The Site and the Service, including all features and functionalities, instant streaming, our website and user interfaces, and all associated content and software (the "provider" or "service") are offered under the terms and conditions set forth in these Terms of Use (these "Terms") as well as other agreements and documents referenced herein, including future modifications to the foregoing (collectively, the "Agreement"). By using the Site and/or the Service, either as a member user, a recipient of an email from a registered user, or a user of the service ("you" or "your"), you agree to the Agreement. You acknowledge that the Agreement is a contract between you and Innovative Digital Factory S.L. ("provider," "we"). If you do not wish to be bound by these terms, please immediately cease using the Site and the Service.

2. The Agreement

You acknowledge that no contract or agreement is formed and you have no right to the Service unless the provider has agreed to provide the Service to you. You agree that the provider may amend or modify this Agreement at any time without notice. Such modifications may become effective immediately, even before posting a revised version of the terms on the Site or providing notice of the modification to you. You agree that if you use the Site and/or the Service after the provider has posted or provided such notice of amendments or modifications, you accept the Agreement as modified or amended. If you do not accept or comply with this amended or modified Agreement, you should no longer use either the Site or the Service.

We may refuse any request to use the Services for any reason.

In order to use our Services, you are required to create an account. To create an account, we ask you to provide information about yourself: your email address and a password, as well as your first name, last name, and credit or debit card information.

You consent to us sending communications to your email address for customer service, confirmations, newsletters, product offers, and other topics.

3. Your License

The Provider is pleased to offer you a limited, non-exclusive license to use the Provider's Services, including the ability to access and view the content solely through the Site, for personal and non-commercial purposes as stated in these Terms.

We reserve the right, at our sole discretion, to occasionally make changes without notice to the way we operate our Service. No description of the operation of our Service should be considered a representation or obligation as to its future operation. We are always improving the Service by making necessary adjustments, and these adjustments may not be fully incorporated into these Terms of Use.

Content: You may access and view the Content only for personal and non-commercial purposes in compliance with the Terms. You are not authorized, directly or through the use of any device, software, website, web service, or any other means, to avoid, circumvent, interfere with, or bypass copyright, trademark, or other proprietary notices displayed in the Content or any digital rights management, device, or other content protection mechanisms, including geo-filtering mechanisms. You may not, directly or through the use of any device, software, website, web service, or any other means, copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, transmit, perform, display, sell, broadcast, transmit, or retransmit the Content unless expressly authorized in writing by the provider. You may not incorporate the Content or stream or retransmit the Content, any part of the Content, or any materials or software thereof, or make it available via frames or direct linking, except as expressly authorized in writing by the provider. Additionally, you may not create, recreate, distribute, or advertise an index of any significant portion of the Content without authorization from the provider. You may not create a business using the Content, whether for profit or non-profit. The Content covered by these restrictions includes, without limitation, all text, graphics, layout, interface, logos, photos, audio and video documents, and photography. Furthermore, you are strictly prohibited from creating derivative works or products that are derived from or based on the Content, including but not limited to montages, mash-ups, and similar videos, wallpapers, desktop themes, greeting cards, and merchandise, unless expressly authorized in writing by the provider. This prohibition applies even if you intend to give away the derivative products for free.

Availability: The availability of the Content will change from time to time and from country to country. The quality of the reproduction of the Content may vary from computer to computer, device to device, and may be affected by various factors, such as your location, available bandwidth, and/or Internet connection speed. The provider makes no representation or warranty regarding the quality of your instant viewing experience on your screen.

Geographical Limitation: You can instantly access the Content by using the provider's service only in geographical areas where we offer our service and have also obtained licenses. The available content may vary depending on your geographical location. The provider will use technologies to verify your geographical location.

4. Customer Support

To use the Services, any device you wish to use must meet the minimum requirements of the Site, which include an Internet connection and an up-to-date web browser.

During the term and for its Users, the Service includes a reasonable amount of assistance in using the service and reasonable diagnosis and attempt to resolve issues with the use or provision of the Service, and (b) updates and revisions to the Site and services that the provider chooses to provide

to users in general (collectively, the "customer support services"). Customer support is available 24/7. The Provider may determine the schedule and delivery of support services in any method or manner of its choice, which may include communication via email. In order to benefit from customer support, you may be required to purchase additional equipment or services from different third parties. The Provider has no obligation to provide any other assistance, support, maintenance, or other services or to perform any assistance by any other means, such as your location. If the Provider, at its sole discretion, agrees to provide additional services, such additional services shall be governed by these Terms.

5. Fees and Payment

The cost of the service is $ 29.99 every 28 days. The subscription will be automatically renewed every 28 days until you decide to cancel your account.

The Provider reserves the right to make promotional campaigns of the service with free trial periods or at a reduced price. In the case of users who sign up for such promotions, they may cancel the service before the end of the trial period corresponding to the promotion and will not be charged the full price of the subscription. In case users with a trial period do not cancel their subscription before the end of such period, the subscription to the service will be automatically activated for a fee of $ 29.99 every 28 days.

The Provider informs that the service has changed the fee to $ 29.99 every 28 days as of 19/07/2024. Users who have subscribed before the price change became effective, will keep their subscription at the original price:

Country	Tariff
Eurozone	24,99 €
United Kingdom	24,99 £
Sweden	289.99 kr
United States	24,99 $

You can use the following payment methods: credit/debit card.

Please note that prices and fees are subject to change with prior notice. In these Terms of Use, "billing" refers to charges or debits billed to your payment method. Subscription fees will be billed at the beginning of each subscription period and every month thereafter until you cancel your subscription. We automatically charge your payment method each month on the corresponding calendar day that corresponds to the start of your paid subscription. In some cases, your billing date may change, for example, if your Payment Method was not successfully established or if your premium subscription began on a day not contained in a given month.

The subscription fees are due at the time of payment. You acknowledge that the amount charged each month may vary for reasons that may include different pricing due to promotional offers and/or the addition or modification of your subscription plan, and you authorize us to charge your payment method for these varied amounts, which may be billed monthly in one or multiple transactions. For certain payment methods, your payment method issuer may charge you currency conversion fees or associated fees. Please contact your bank and credit card issuer for more details. All fees and charges mentioned below will be considered gross prices including all taxes but do not include any commission or fees associated with your selected payment method. By choosing to use this specific

payment method, you declare that you are aware of and consent to its terms of use and agree to make your payments in this manner. The provider, to the extent permitted by law, shall not be liable for any disruption or damage caused by the use of this payment method, particularly delays or inability to make a payment. In such cases, you should address complaints about these services to your provider in the manner specified in their terms of use. If payment is not accepted due to reasons attributable to the provider, please contact us via email at: info@estreamhub.com. By accepting these Terms of Use, you declare that all payments will be made from a legitimate source of funds. By accepting these Terms of Use, you consent to the transmission of your personal data (e.g., name, address, email address, and bank account number) to the provider of a payment method of your choice for the purpose of processing the payment. Please note that in the event of a failed payment due to expiration, insufficient funds, or any other reason, and if you do not cancel your account, we may suspend your access to premium account services until we successfully charge a valid Payment Method.

Internet Access Fees: You are responsible for all fees incurred to access the Internet.

Free Trials: If you are eligible and have signed up for a free trial, your payment method will be authorized for up to approximately one month of service during the free trial period; however, no payment will be made against the payment method unless you do not cancel before the end of your free trial period. We may also periodically authorize your card in anticipation of membership or related fees. Membership fees and charges are fully earned upon payment. At any time, and for any reason, we may provide a refund, discount, or other consideration. The amount, form, and decision to provide them are at our sole discretion. Granting a refund, discount, or other consideration in one instance does not entitle you to refunds, discounts, or other considerations in the future for similar instances, nor does it obligate us to provide them in the future under any circumstances. We may modify the existing rights and fees, or add new fees and charges from time to time, but we will give you prior notice of these changes via email. If you wish to use a different payment method or there is a change in the payment method, such as your credit card validity or expiration date, you can update your payment method information by visiting our site and clicking on the "Your Account" link, available at the top of the provider's website pages. If your payment method reaches its expiration date and you do not update your payment method information or cancel your account (see "Cancellation" below), you authorize us to continue billing the payment method, and you remain responsible for the accrued unpaid amounts.

Credit/Debit Card Registration

In order to increase the safety and security of every customer, the service may display a verification fee on your credit/debit card, ranging from 0.00 USD to 2.00 USD. Please note that these fees will be automatically refunded to your account and are solely used to validate the customer's payment method. These verification fees may be charged within the first 28 days of the registration period and at any time during the duration of the service. The service may ask the customer to enter this variable amount to verify that they are the legitimate and authorized account holder. If you have any questions regarding these fees, please contact us via email at: info@estreamhub.com.If you have registered for a free trial and you do not cancel your account within three days, your subscription will be automatically upgraded to a Premium account at a cost of 29.99 $ every 28 days.. If you purchased a premium account directly, your account will be immediately debited with 29.99 $ every 28 days and will continue automatically.

Immediately after successful registration, you will receive a confirmation email containing the details of your subscription:

- Site name

- Subscription price
- Subscription duration
- Login details
- Renewal date and time
- Renewal price
- Renewal duration
- Your email
- Unsubscribe link

6. Cancellation

You can cancel your membership at any time, and you will continue to have access to the service until the end of the billing period. Please note that you must cancel your subscription before each period renews to avoid the next billing. To cancel your account, you can go to your account settings and click on "Cancellation" or chat with us at info@estreamhub.com.

If you cancel your subscription, the cancellation will take effect at the end of your subscription period. This means you will have continued access to the service for the remainder of the paid period, but you will not receive a refund.

FRAUD AND UNAUTHORIZED USE: the service is committed to your security and protects you against fraud. In the event of a charge on your account that you do not recognize, have not authorized, and is not related to you, directly or indirectly, the service will refund you the full amount. If you encounter a fraudulent charge on your account, please contact our support team: info@estreamhub.com.

No Refunds: Please note that payments are non-refundable, and we do not provide refunds for partial membership periods of the month. At any time, and for any reason, we may provide a refund according to our Refund Policy, discount, or other compensation. The amount, form, and decision to provide them are at our sole discretion. The granting of a refund, discount, or other compensation in one instance does not entitle you to refunds, discounts, or other compensation in the future for similar instances, nor does it obligate us to provide them in the future, under any circumstances.

Upon termination, you understand and acknowledge that we will have no obligation to provide the Site or Services, and all licenses and other rights granted to you under these Terms of Use will immediately cease. The Provider will not be liable to you or any third party for the termination of the Site or Services or the termination of your use. In the event of termination or suspension, any content, materials, or information (including user submissions or translated content) that you have submitted on the site or that is linked to your account may no longer be accessible by you. Additionally, the Provider will not be required to maintain any stored information in its database related to your account or to transmit any information to you or a third party.

Any suspension, termination, or cancellation will not affect your obligations to the provider under these Terms of Use (including, without limitation, ownership and possession rights, indemnification, and limitation of liability), which, by their sense and context, are intended to survive such suspension, termination, or cancellation.

7. Refund Policy

Refunds are available only for the most recent month of your subscription and must be made within twenty-five days of the billing date of the most recent month. Subscription fees for all previous months before the most recent month are non-refundable under any circumstances.

To request a refund, contact our team at info@estreamhub.com with your subscription details and the reason for your request. Our team will review your request and respond within two business days. If your refund request is approved, the refund will be processed and a credit will be applied to your original method of payment within fifteen business days.

We reserve the right to deny refund requests if there is evidence that you have abused our subscription plan or services. For instance, If you have subscribed multiple times (more than once) within the 12 months before the refund request, only one refund will be granted for the total number of subscriptions made during that period.

We reserve the right to amend this refund policy at any time. Any changes will be informed by email and will take effect immediately.

8. Right to Terminate

We reserve the right to terminate or restrict your use of our service, without notice, for any reason.

You have the right to lodge complaints about the services. All complaints should be sent to the email address: info@estreamhub.com with a brief description of the reasons for the complaint. Each received complaint will be considered within 14 working days, and you will be informed of the results of the investigation.

9. Your Responsibilities

You and other users must use the Provider's Services for lawful, non-commercial, and appropriate purposes. You agree to comply with the Provider's services, Content, and wrapping restrictions described above, and further agree that you will not access the Site or use the Provider's Services in a manner that:

-violates the rights of others, including patents, trademarks, trade secrets, copyrights, privacy, publicity, or other proprietary rights;
uses technology or other means to access, index, frame, or link to the Provider's services (including content) that would not be authorized by the Provider (including by removing, disabling, bypassing, or circumventing content protection mechanisms or access controls intended to prevent unauthorized downloading, streaming, linking, framing, reproduction, access, or distribution of the Provider's services);

- involves accessing the Provider's services (including content) through automated means, including "robots," "spiders," or "offline readers" (other than individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indexes - but not caches or archives - of the Provider's services and excluding search engines or indexes that host, promote, or link primarily to infringing or unauthorized content);

- introduces viruses or any other computer codes, files, or programs that disrupt, destroy, or limit the functionality of any software, computer hardware, or telecommunications equipment;

- damages, disables, overburdens, alters, or gains unauthorized access to the Provider's Services, including the Provider's servers, computer networks, or user accounts;

- removes, modifies, disables, blocks, masks, or otherwise interferes with any advertising related to the Provider's services (including content);

- uses the Provider's Services to advertise or promote services that are not expressly approved in writing in advance by the Provider;

- collects personal information in violation of the Provider's Privacy Policy;

- encourages conduct that would constitute a criminal offense or give rise to civil liability;

- violates these Terms or the guidelines or policies posted by the Provider;

- interferes with the use of any other party and their enjoyment of the Provider's Services;

- attempts any of the above.

Therefore, you agree that:

- you may listen to and watch the content for personal and private use only (and not for direct or indirect commercial purposes);

- you will not encourage or assist another person to copy, reproduce, lend, rent, broadcast, distribute, or transmit any content;

- you will not encourage or assist another person to circumvent, modify, remove, reverse engineer, decompile, disassemble, alter, or otherwise tamper with any security, encryption, or other rights management technology or software that is part of any content or the means by which we transmit content to you.

10. Suspension/Termination

We hope not to have to do this, but we may modify, suspend, or terminate - temporarily or permanently - all or a portion of the Provider's services (including content and the means by which the Provider's services are accessed), with respect to all or a portion of the users, at any time and without notice. You acknowledge that the Provider may do so at its sole discretion. You also agree that the Provider will not be liable for any modification, suspension, or interruption of the Provider's Services, although the Provider may, at its sole discretion, provide you with a credit, refund, discount, or other form of compensation (for example, we may credit additional service days to your account). However, if the Provider terminates your account or suspends or interrupts access to the Provider's Services due to your violation of these Terms, you will not be eligible for any credit, refund, discount, or other compensation.

11. Copyright

All content is owned by the Provider (or our affiliates and/or third parties, as applicable), unless otherwise stated. The materials may only be used as provided in these Terms and in other relevant terms and uses provided to you, without our prior written permission.

You acknowledge and agree that certain content provided to you is the property of third-party licensors, and without prejudice to any and all other rights and remedies available, each licensor has the right to enforce the relevant provisions in these Terms against you directly.

12. Links to Other Sites

The Site or Services may contain links to other sites. These links are provided for informational purposes, and the Provider does not control these sites or endorse the material on these websites or any association with their operators. The Provider is not responsible for the activities or content of such sites, and is not liable for any damages, harm, or losses you may experience as a result of using or accessing such sites.

13. Trademarks

The Provider, the Provider logo, and all other Provider products or service marks are trademarks of the Provider. All other brand names, trademarks, logos, images, products, and companies displayed or mentioned on the Site or on any device are the property of their respective owners. Nothing grants you a license or right to use, modify, or remove such material.

14. Force Majeure

The Provider will not be liable to you for any failure or delay in performing its obligations due to events beyond its control, which may include, without limitation, denial-of-service attacks, strikes, shortages, riots, insurrections, fires, floods, storms, explosions, natural disasters, war, terrorism, governmentaal action, labor conditions, earthquakes, material shortages, extraordinary internet connectivity issues experienced by major telecommunications providers and unrelated to the Provider's infrastructure or internet connectivity, or failure to co-locate a Provider's facility (each a "force majeure event"). Upon the occurrence of a force majeure event, the Provider will be excused from further performance of its obligations affected by the force majeure event for as long as the event continues, and for any additional period of time that the Provider may reasonably require to recover from the effects of such force majeure event.

15. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND/OR THE SERVICE IS AT YOUR OWN RISK. THE PROVIDER AND ITS SUPPLIERS PROVIDE THE SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING. THE PROVIDER DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL: MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, AND THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

16. General

Beneficiaries. You are not a beneficiary of any obligation that the Provider owes to a third party, and no other person is a beneficiary of any obligation that the Provider owes to you.

Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Provider as a result of the Agreement or the use of the Site or the Service.

Indemnification. You agree to indemnify and hold harmless the Provider, its owners, subsidiaries, affiliates, officers, directors, and respective employees from any claim, demand, or damage, including reasonable attorney's fees, asserted by any third party due to or arising out of your use or conduct on the Site and/or the Service.

Severability. If any provision of this Agreement is deemed invalid or unenforceable, including, but not limited to, the disclaimers of liability and warranty limitations described above, then such provision shall be deemed stricken, and the remaining provisions shall be enforced.

No Waiver. The failure of the Provider to act with respect to a breach by you or others does not waive the Provider's right to act with respect to subsequent or similar breaches.

No Assignment. You may not assign or transfer any right or obligation under the Agreement, including, but not limited to, the Service, and any attempt to do so is void.

Entire Amendment. The Agreement constitutes the entire understanding between you and the Provider with respect to the matters contained herein. In the event of a conflict, these Terms take precedence over any other provisions in the Agreement. Unless otherwise stated, no amendment to this Agreement shall be valid unless it is in writing and signed by an authorized representative of the Provider.

Headings. The section headings in these general terms are used solely for convenience and have no legal or contractual effect.

Copies. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

This agreement is governed by and interpreted in accordance with the laws of Spain.