

# Twitter Counter Terms of Service

By using the TwitterCounter.com web site ("Service"), or any services of TwitterCounter B.V. ("TWC"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

TWC reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <http://twittercounter.com/terms-of-service.pdf>

Violation of any of the terms below will result in the termination of your Account. While TWC prohibits such conduct and Content on the Service, you understand and agree that TWC cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

[TwitterCounter](#) is a third party application for [Twitter](#). The Twitter name is licensed from Twitter, Inc.

## Account Terms

1. You must be 13 years or older to use this Service.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. You must login with your Twitter account via OAuth and provide Twitter Counter with your legal full name, a valid email address.
4. Your login may only be used by one person – a single login shared by multiple people is not permitted.
5. You are responsible for all Content posted on Twitter. Accounts that tweet violent or sexual content will be suspended from Twitter Counter.
6. You are responsible for maintaining the security of your (Twitter) account and password. TWC cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

# General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. Technical support is only provided to paying account holders and is only available via email.
3. You understand that TWC uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, TWC, or any other TWC service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by TWC.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any TWC customer, employee, member, or officer will result in immediate account termination.
8. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. If your bandwidth usage exceeds 500 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by TWC) of other Twitter Counter customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.
10. TWC does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
11. You expressly understand and agree that TWC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses

- (even if TWC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
12. The failure of TWC to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and TWC and govern your use of the Service, superceding any prior agreements between you and TWC (including, but not limited to, any prior versions of the Terms of Service).
  13. Questions about the Terms of Service should be sent to sam at twittercounter dot com.

## **API Terms**

Customers may access their Twitter Counter account data via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product that accesses Twitter Counter, is bound by the terms of this agreement plus the following specific terms:

1. You expressly understand and agree that TWC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if TWC has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
2. Abuse or excessively frequent requests to Twitter Counter via the API may result in the temporary or permanent suspension of your account's access to the API. TWC, in its sole discretion, will determine abuse or excessive usage of the API. TWC will make a reasonable attempt via email to warn the account owner prior to suspension.
3. TWC reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

## **Payment, Refunds, Upgrading and Downgrading Terms**

1. A valid credit card is required for paying accounts. Free accounts are not required to provide a credit card number.
2. If you sign up for a one time featured user campaign, you will be billed immediately and the requested number of featured user views will be in affect right after the payment has been done. In case Twitter Counter cannot start your campaign at that point, the requested views will be added to the cue. Twitter Counter will notify you via email when your campaign starts. At all times you can view the status of your campaign and change the settings on the Twitter Counter website (including targeting of your campaign and a daily limit of the number of views).
3. If you sign up for a recurring featured user campaign, you will be billed immediately for the first term of the plan. The requested number of featured user views will be in affect right after the payment has been done. In case Twitter Counter cannot start your campaign at that point, the requested views will be added to the cue. Twitter Counter will notify you via email when your campaign starts. At all times you can view the status of your campaign and change the settings on the Twitter Counter website (including targeting of your campaign, a daily limit of the number of views, adding banners to your campaign and set the start date of your campaign).
4. If you sign up for a recurring premium account, you will be billed immediately for the first term of the plan.
5. The recurring premium account is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
6. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only the Netherlands (federal) taxes.
7. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle or instantly, depending on when the new plan is affective.
8. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. TWC does not accept any liability for such loss.
9. The Service does not guarantee an increase in followers before, during or after a featured user campaign on Twitter Counter. Estimations on the impact of a campaign can be found on the Twitter Counter website.

## **Cancellation and Termination**

1. You are solely responsible for properly cancelling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by clicking on the featured reports tab followed by the manage subscriptions tab under your in the global navigation bar at the top of the screen. The manage subscriptions tab screen provides a simple no questions asked cancellation link.
2. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
3. TWC, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other TWC service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. TWC reserves the right to refuse service to anyone for any reason at any time.

## **Modifications to the Service and Prices**

1. TWC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Twitter Counter Site ([Twittercounter.com](https://twittercounter.com)) or the Service itself.
3. TWC shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **Copyright and Content Ownership**

1. All content posted on the Service is must comply with U.S. copyright law. Please review our copyright compliance policy.
2. We claim no intellectual property rights over the material Twitter inc. provides the Service.
3. Twitter Counter gets its data from Twitter inc. but is not responsible for the accuracy of the data.
4. TWC does not pre-screen Content, but TWC and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

5. The look and feel of the Service is copyright©2008-2014 by TwitterCounter B.V.. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from TWC.

These terms and the contractual relationship shall be governed by Dutch Law.