Terms of Service (ToS) for Speaksense Effective Date: May 18, 2024

1. Introduction

Welcome to Speaksense's SaaS product, designed to offer YouTube data analysis and visualization tools to assist YouTubers in strategic decision-making. By accessing or using our service at Speaksense.io, you agree to be bound by these Terms of Service and our Privacy Policy.

2. User Eligibility

Our service is available exclusively to users in the United States who possess an active YouTube account. Users must verify their ownership of or access to the YouTube account they wish to analyze.

3. Account Registration and Use

To use our service, you must register by providing a valid email address. In case of a security breach, we will reset your login information while ensuring that your data and service settings remain intact.

4. Services Provided

Speaksense offers four tiers of service: Basic, Advanced, Professional, and Custom. Each tier provides increasing amounts of YouTube data for visualization using Power BI. Our service updates this data daily around 5 AM CST.

5. Payment Terms

We accept credit card and PayPal payments processed through Stripe. Late or declined payments may result in delayed access to the software until the renewal of the payment method is confirmed.

6. User Conduct and Responsibilities

Users are prohibited from intentionally trying to disrupt or damage the Speaksense service. Any misuse or inappropriate use of the platform should be reported to contact@Speaksense.info.

7. Privacy and Data Security

Users have the ability to download their data directly from reports. Speaksense securely stores users' personally identifiable information (PII) in Microsoft Azure databases.

8. Intellectual Property Rights

Sharing of Speaksense product data with other YouTubers is prohibited. Users are authorized to use reports and visualizations for their personal purposes only.

9. Termination of Service

Actions leading to account termination include spamming our contact email, sharing product data with unauthorized users, and intentionally trying to disrupt the product. Upon termination, users will lose access to their Power BI account and any data within our product.

10. Warranties and Disclaimers

Data within our product is refreshed daily. The AI suggestions provide best-attempt insights and are not guaranteed to be applicable to all inquiries. Speaksense is not responsible for the accuracy or effectiveness of AI-generated suggestions.

11. Modifications to Terms of Service

Speaksense reserves the right to modify these terms. Users will be notified of any changes via the email provided at registration.

12. Governing Law and Dispute Resolution

Disputes under these terms will be resolved through arbitration in a jurisdiction familiar to the attorney responsible for drafting these Terms of Service. This choice of jurisdiction is made to ensure the most informed and effective legal interpretation and enforcement of these terms. The ToS are governed by the laws of the jurisdiction selected by Speaksense's legal counsel, taking into account their expertise and familiarity with applicable laws.

13. Miscellaneous

Speaksense uses third-party services like Microsoft Power BI and Databricks for data display. We are not responsible for any malfunctions of these third-party services.

14. Contact Information

For any inquiries, support, or issues with our service, please contact us at contact@Speaksense.info.