

Terms of Service

Startup.Stream

Effective Date: January 27, 2025

Last Updated: January 27, 2025

1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of this website and its content or services (collectively, the "Services") provided by Harmonic AI, Inc. ("Harmonic", "we", "us", or "our"). By accessing or using this website, you ("User", "you", or "your") agree to abide by these Terms and our Privacy Policy. If you do not agree to these Terms, do not use our Services.

2. Ownership and Operation

This website and its related newsletters, content, and services are owned and operated by Harmonic AI, Inc., a corporation registered in the United States. All intellectual property rights in and to the website, including but not limited to content, graphics, layout, and trademarks, are owned by Harmonic AI, Inc. or its licensors.

3. Eligibility

You must be at least 18 years old or the age of majority in your jurisdiction to use our Services. By accessing or using the Services, you represent and warrant that you meet these requirements.

4. Subscription and Registration

- To receive our newsletter, you may be required to provide certain information such as your name, email address, and other contact details.
- You agree to provide accurate, current, and complete information and to keep this information up-to-date.
- You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

5. User Conduct

By using our website and Services, you agree that you will not:

- Violate any applicable laws, regulations, or these Terms;
- Use the Services for any unlawful, fraudulent, or malicious purpose;
- Impersonate any individual or entity or misrepresent your affiliation with any individual or entity;
- Attempt to gain unauthorized access to any portion of the website, other accounts, or computer systems;
- Transmit any viruses, malware, or other harmful code;
- Collect or store personal information of other users without their consent;
- Disrupt or interfere with the security or functioning of the website or Services.

6. Newsletter Content

- The newsletter and website may include news, articles, opinions, commentary, and links to third-party content.
- All information is provided for informational purposes only; Harmonic AI, Inc. makes no representations regarding the accuracy, completeness, or timeliness of any information.
- The views expressed in the newsletter or website content do not necessarily reflect those of Harmonic AI, Inc.

7. Intellectual Property

- All original content, including text, graphics, logos, and software, are the property of Harmonic AI, Inc. or its licensors and are protected by copyright, trademark, and other laws.
- You may not reproduce, modify, distribute, display, or otherwise use any materials from the website or newsletter without prior written permission from Harmonic AI, Inc.
- You may download or print one copy of the newsletter for your personal, non-commercial use, provided you retain any proprietary notices.

8. Third-Party Links

Our website and newsletters may contain links to third-party websites or resources. Harmonic AI, Inc. is not responsible or liable for the content, products, or services available from such external sites. Access to any third-party website is at your own risk.

9. Privacy

Your use of the Services is subject to our Privacy Policy, which explains how we collect, use, and protect your information. By using the website, you consent to the collection and use of your information in accordance with our Privacy Policy.

10. Disclaimer of Warranties

- The website and Services are provided "as is" and "as available" without warranties of any kind, express or implied.
- Harmonic AI, Inc. disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
- We do not warrant that the website, Services, or content will be uninterrupted, error-free, or free from viruses or other harmful components.

11. Limitation of Liability

To the fullest extent permitted by law, Harmonic AI, Inc. and its directors, employees, affiliates, or agents will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the website, newsletter, or Services. This includes, without limitation, loss of data, loss of profits, or interruption of business.

12. Indemnification

You agree to defend, indemnify, and hold harmless Harmonic AI, Inc. and its affiliates, officers, directors, employees, and agents from and against all claims, damages, obligations, losses, liabilities, costs, or expenses arising from your use of the Services, your violation of these Terms, or your infringement of any third-party rights.

13. Modifications to the Service and Terms

- Harmonic AI, Inc. reserves the right to modify, suspend, or discontinue the website, newsletter, or any part thereof, at any time and without notice.
- We may update these Terms from time to time. Changes will be effective immediately upon posting unless otherwise stated. Your continued use of the Services constitutes acceptance of the revised Terms.

14. Termination

Harmonic AI, Inc. may terminate or suspend your access to the website or newsletter at any time, with or without cause or notice, and without liability to you. Upon termination, all provisions of these Terms which by their nature should survive termination shall survive.

15. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law principles. Any disputes arising from or relating to these Terms or the use of the Services shall be resolved in the state or federal courts located in Delaware, and you consent to the exclusive jurisdiction and venue of such courts.

16. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

17. Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices published by us, constitute the entire agreement between you and Harmonic AI, Inc. regarding your use of the website and newsletter.

18. Contact Information

If you have any questions about these Terms or our Services, please contact us at:

- Email: startupstream@harmonic.ai

By using this website or subscribing to our newsletter, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

Privacy Policy

Startup.Stream

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1. Introduction

By subscribing to our newsletter, you agree to the collection and use of information in accordance with this Privacy Policy.

2. Information We Collect

2.1 Personal Information

- Email address (required for newsletter delivery)
- Date of subscription

2.2 Automatically Collected Information

- Usage data: pages visited, time spent on site, click-through rates
- Device information: browser type, operating system, IP address
- Cookies and tracking technologies (for website functionality and analytics)
- Referral source information

3. How We Use Your Information

- Deliver our newsletter to your email address
- Personalize content based on your interests
- Improve our website and newsletter content
- Analyze engagement and performance metrics
- Comply with legal obligations
- Communicate important updates about our services
- Respond to your inquiries and requests

4. Legal Basis for Processing (GDPR)

We process your personal information based on:

- Consent: You have given clear consent for newsletter subscription
- Legitimate Interests: To improve our services and communicate with subscribers
- Legal Compliance: To meet regulatory requirements
- Contract Performance: To fulfill our newsletter service obligations

5. Information Sharing and Disclosure

We do not sell, trade, or rent your personal information to third parties.

5.1 Service Providers

We may share information with:

- Email Service Providers (e.g., Gmail) for newsletter delivery
- Analytics Providers (e.g., Google Analytics) for website performance
- Web Hosting Services for website operation
- Customer Support Tools for handling inquiries

5.2 Legal Requirements

We may disclose information when required by law or to:

- Comply with legal processes or court orders
- Protect our rights, property, and safety
- Prevent fraud or illegal activities
- Respond to government requests

6. Data Retention

We retain your information for as long as:

- You remain subscribed to our newsletter
- Required by law or legitimate business purposes
- Necessary to resolve disputes or enforce agreements

You can request deletion of your data at any time (see Your Rights section).

7. Your Rights and Choices

7.1 Unsubscribe Rights

- Click the "unsubscribe" link in any newsletter
- Email us at startupstream@harmonic.ai

- We will process unsubscribe requests within 48 hours

7.2 GDPR Rights (EU Residents)

You have the right to:

- Access: Request copies of your personal data
- Rectification: Correct inaccurate information
- Erasure: Request deletion of your data ("right to be forgotten")
- Portability: Receive your data in a portable format
- Objection: Object to processing of your data
- Restriction: Limit how we use your data
- Withdraw consent at any time

7.3 CCPA Rights (California Residents)

- Right to know what personal information is collected
- Right to delete personal information
- Right to opt-out of sale (we don't sell data)
- Right to non-discrimination for exercising privacy rights

8. Data Security

We implement appropriate security measures including:

- Encryption of data in transit and at rest
- Regular security assessments and updates
- Limited access to personal information on a need-to-know basis
- Secure hosting and email service providers
- Regular backup and recovery procedures

However, no method of transmission over the internet is 100% secure, and we cannot guarantee absolute security.

9. International Data Transfers

If you are located outside the United States, your information may be transferred to and processed in the United States. We ensure appropriate safeguards are in place for such transfers, including:

- Standard contractual clauses
- Adequacy decisions by relevant authorities
- Other legally recognized transfer mechanisms

10. Children's Privacy

Our newsletter is not intended for children under 13 years of age (or 16 in the EU). We do not knowingly collect personal information from children. If we become aware of such collection, we will delete the information immediately and terminate the subscription.

11. Cookies and Tracking

We use cookies and similar technologies for:

- Website functionality and user experience
- Analytics and performance monitoring
- Remembering your preferences and settings
- Measuring newsletter engagement

You can control cookies through your browser settings. Disabling cookies may affect website functionality.

12. Third-Party Links

Our newsletter may contain links to third-party websites. We are not responsible for their privacy practices. We encourage you to review their privacy policies before providing any information.

13. Changes to This Privacy Policy

We may update this Privacy Policy periodically to reflect changes in our practices or legal requirements. We will:

- Post the updated policy on our website
- Update the "Last Updated" date
- Notify subscribers of material changes via email
- Provide at least 30 days' notice for significant changes

Continued use of our services after changes constitutes acceptance of the updated policy.

14. Contact Information

For privacy-related questions, requests, or concerns, contact us at:

- Email: startupstream@harmonic.ai

We will respond to privacy requests within 30 days (or as required by applicable law).

15. Specific Disclosures

15.1 Email Service Provider

We use Intercom to deliver our newsletters. Their privacy policy can be found at:
<https://www.intercom.com/legal/privacy>

15.2 Analytics

We use Google Analytics to understand website usage. You can opt-out at:
<https://tools.google.com/dlpage/gaoptout>