Vortex

Terms and conditions

Last updated: November 2, 2026
https://www.vortexvip.org/en/terms

This page is a translation of the Spanish original. If they differ, the Spanish version prevails.

1. Description of the service

Vortex is a white-label platform for video services (OTT) aimed at companies and institutions. It includes: (a) apps with the Client's brand for Android TV, Google TV, Fire TV, phones and tablets; (b) a console to manage end customers, plans, renewals, catalog, live channels and emails; (c) a portal for the Client's resellers; (d) a payment page where end customers pay the Client directly (Vortex does not process card payments); (e) automatic emails to end customers, sent on the Client's behalf; and (f) audience metrics.

Vortex does not select, buy or license content. The console tools to upload titles, copy them between servers or convert their audio run only at the Client's instruction and on servers that the Client owns or rents. Vortex stores in its database the catalog information the Client records (titles, images, links and settings), not the video files.

2. Content servers

Content servers are not included in the Vortex plans. Each client provides its own content servers and gives Vortex the access needed to connect them to the platform, or may ask Vortex for a quote for servers sized to its needs, charged separately.

3. Acceptance of the terms

These Terms of Service («Terms») are a binding legal agreement between Vortex and the Client (the natural or legal person that hires and uses the platform). The Privacy policy (https://www.vortexvip.org/en/privacy), the Acceptable use policy (https://www.vortexvip.org/en/acceptable-use) and the Copyright and takedown policy (https://www.vortexvip.org/en/copyright) are part of it.

The Client accepts these Terms, and those policies with them, by ticking the «I accept the Terms» box or by signing a service order. This electronic acceptance is valid to form the contract under Costa Rica's Law 8454 on Certificates, Digital Signatures and Electronic Documents. When either party asks, the service order may be signed with a certified digital signature.

(Note: Vortex provides its service only to the Client that operates the platform. There is no direct contractual relationship between Vortex and the Client's end users, and Vortex offers no direct support or warranties to those end users.)

4. Use of the service and the Client's responsibilities

The Client undertakes to use Vortex in accordance with these Terms, the applicable laws and good practice. Every activity carried out through the platform is the sole responsibility of the Client. In particular, the Client assumes full responsibility for the content it manages, transmits, hosts or shares

through Vortex, and for the actions of its own end users who access that content. Vortex acts as a neutral technical intermediary that does not select, edit or supervise content before it is distributed. Accordingly, the Client warrants that any content it uploads or distributes through the platform complies with the law in force (for example, intellectual property, privacy, advertising and consumer protection laws, among others) and that it holds all the rights and authorizations needed to transmit it. The Client will hold Vortex harmless from any third-party claim arising from the content that the Client (or its users) supply or from the activities they carry out using the Service.

The Client is responsible for managing its end users. This means the Client must put in place its own terms of service and policies towards its subscribers or users, and make sure they understand and follow the platform's acceptable use rules. Any breach of the rules (for example, unlawful use of the service by an end user) will be considered a breach by the Client. In other words, the Client answers for the actions of its end users in relation to Vortex. Vortex does not interact with or manage the Client's end users; it is up to the Client to provide technical support or assistance to its own customers or subscribers. Likewise, Vortex does not provide legal or technical advice directly to the Client's end users, and any request from them must be channeled and resolved by the Client.

5. Content, licenses and live channels

Before the Service is activated, the Client provides: (a) its legal name, identification number and address, and those of its representative; (b) a statement, for each catalog source and each live channel, of who the rights holder is and under which license or authorization the Client offers it, including the territory and the authorized media (for example, internet); and (c) a contact responsible for rights. Vortex may ask for a copy of those licenses at any time. If the Client does not deliver it within 10 business days, Vortex may disable the affected channel or titles until the matter is cleared up. The Client will not promote its service with brands of channels, leagues or studios it is not authorized to use.

6. Content tools

When the Client uses the console to upload, copy or convert titles, Vortex carries out the Client's order on the Client's servers, without selecting, editing or reviewing the content. The Client warrants that it has the right to reproduce, adapt the format of and communicate to the public each file it processes, and answers for it towards third parties.

7. Price and payment

The Service is billed monthly. Each invoice is due 15 calendar days after it is issued. Before the due date, Vortex will send at least one reminder by email. If the invoice is still unpaid when that period ends, Vortex may suspend the Client's console and apps, and will notify the Client by email at the time of the suspension. During the suspension, Vortex keeps the Client's data; when the Client pays, the Service is reactivated with all its data. If the Client disputes an invoice in good faith before it is due, Vortex will not suspend the Service over the disputed amount while the parties review it.

Vortex may change its prices by giving at least 30 days' notice by email. The new price applies from the next billing period. If the Client does not agree, it may cancel before that date without penalty.

8. Availability of the service, maintenance and changes

Vortex makes commercially reasonable efforts to keep the Service available. Interruptions may occur due to maintenance, updates, system failures, attacks or events beyond its control. Vortex may suspend the Service temporarily without prior notice when necessary for security or technical urgency.

Scheduled maintenance: Vortex announces scheduled maintenance at least 48 hours in advance. That time does not count as unavailability.

Availability guarantee (all plans): if the console or the apps are unavailable for causes attributable to Vortex for more than 8 hours in a calendar month, for 2 months in a row, the Client may terminate the contract without penalty and receive a prorated refund of what it paid in advance.

Enterprise plan: if monthly availability falls below 99.9%, the Client receives on the next invoice a credit of 10% of that month's base fee; below 99%, 25%. The termination right in the previous paragraph also applies.

Exclusions: scheduled maintenance announced in advance, the Client's content servers and its internet connection, third-party networks, Google Play, force majeure and suspensions caused by the Client do not count as unavailability.

Measurement and claims: availability is measured by Vortex's external monitoring of the API and the console. The Client claims the credit by email within 30 days after the end of the affected month. Beyond these remedies, interruptions do not give the right to refunds, credits or compensation.

Improvements and changes: Vortex improves the platform continuously. If a change removes or reduces an essential feature the Client uses, Vortex will give at least 30 days' notice and the Client may terminate the contract without penalty before the change applies. Changes to these Terms are notified with the same notice.

9. Suspension and termination of the service

Vortex reserves the right to suspend temporarily or cancel permanently the Client's access to the Service in the following circumstances: (a) if the Client breaches these Terms or any of the associated policies; (b) if the Client uses the Service against the law or the Acceptable use policy (https://www.vortexvip.org/en/acceptable-use) (for example, for piracy, computer attacks, unauthorized retransmissions, etc.); (c) if the activity of the Client or its end users causes, intentionally or not, damage, overload or risks to the security and integrity of the platform; or (d) in the event of direct attacks on the Vortex system (such as DDoS or other aggressions) originating in the Client's infrastructure or linked to its use, in order to protect the platform and the other clients.

Whenever feasible, Vortex will try to notify the Client of the suspension or termination, stating the reasons and the steps needed for a possible reinstatement. However, in urgent scenarios where the stability of the platform is at risk or there is a legal requirement, the disconnection may happen first and be notified afterwards. No suspension or termination for breach by the Client will give the right to a refund of fees already paid. Vortex will not be liable for any loss of the Client's data that may occur as a result of a justified suspension of the service (for example, if it had to disconnect a server that was generating attacks). The Client is advised to keep up-to-date backups of its critical information outside the Vortex platform.

In the event of permanent termination of the Client's account (whether at the Client's request or for

serious breach), Vortex will disable access to the platform. Within the following 30 days, the Client may ask by email for an export of its end customers, plans, catalog and settings in CSV or JSON format, at no cost. After that period, the data is deleted as described in the Privacy policy (https://www.vortexvip.org/en/privacy); Vortex keeps only what the law requires it to keep, such as accounting records. The disclaimer, limitation of liability and indemnity clauses in these Terms will remain in force after termination, by their nature.

10. Personal data

When the Client asks, Vortex signs a Data Processing Agreement with it, in which the Client is the controller of its end customers' data and Vortex acts as processor. The Privacy policy (https://www.vortexvip.org/en/privacy) describes which data is processed and why.

11. Confidentiality and intellectual property

Each party protects the other's confidential information and uses it only to perform this contract. The Vortex software, the Vortex app and its Google Play listing belong to Vortex. The Client's brand, logos and content belong to the Client, which grants Vortex a limited license to show them in the apps while the contract lasts.

12. Emails to end customers

Vortex sends the automatic emails to end customers on the Client's behalf. The Client is responsible for having its end customers' authorization to receive them and for the content it adds.

13. Limitations of liability

Disclaimer regarding content: Vortex assumes no responsibility for the content that the Client or its end users upload, transmit, view or distribute through the platform. Since Vortex does not supply, pre-select or moderate the third-party content hosted or managed by its clients, it remains exempt from all legal liability for any unlawful activities or material that may be published through the Service. In line with the legal frameworks in force in many jurisdictions, Vortex could only incur liability for third-party content if, after receiving a valid legal notice or having actual knowledge of the unlawfulness of specific content, it failed to act diligently to block or remove access to that content. In any case, the duty to make sure the content is legitimate lies with the Client, and any legal consequence of illegal or inappropriate content must be borne by the Client or by the user who supplied it, holding Vortex free from fault.

Disclaimer regarding third-party services: Vortex does not guarantee and is not responsible for the continuity, quality or performance of third-party services beyond its control on which the Service depends. This includes, by way of example, the availability of the internet, telecommunication networks, third-party hosting services, the Client's content providers, payment platforms, push notification services, third-party APIs, and the equipment of the Client or its users, among others. Interruptions, delays, third-party hardware or software failures, or force majeure events (such as natural disasters, conflicts or massive power failures) may affect the operation of Vortex. The Client acknowledges that such circumstances are beyond Vortex's control and accepts that Vortex will not be liable for damages, loss of revenue or data, or other harm resulting from those external causes. In particular, if the Client's own server (which provides the streaming signals) fails, is overloaded or is attacked, Vortex will not be liable for the resulting outage or malfunction of the service to end users.

No implied warranties: to the extent permitted by law, Vortex provides its Service «as is» and grants no express or implied warranties of any kind about it. All warranties of merchantability, fitness for a particular purpose and non-infringement are expressly excluded. Vortex does not guarantee that the platform will meet all the Client's expectations or achieve specific results the Client wants, nor that the operation of the Service will be uninterrupted, error-free, secure or immune to all harmful software. The Client assumes the risks of using the platform.

Limitation of liability: in no event shall Vortex (or its directors, employees or affiliates) be liable to the Client for indirect, special, incidental, punitive or consequential damages, including, without limitation, loss of profits, loss of business opportunity, loss of data, costs of service interruption, reputational damage or third-party claims, even if Vortex had been advised of the possibility of such damages. Vortex's total aggregate liability for direct damages, if determined by a court, shall be limited to the amount actually paid by the Client to Vortex for the Service in the three (3) months immediately preceding the event that gave rise to the liability. If the applicable law does not allow such a low limit, the limit will be the minimum that law allows. Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability; in those cases, they will apply to the maximum extent permitted. Nothing in these Terms seeks to limit liability in the event of willful misconduct, duly proven gross negligence or breach of non-waivable consumer rights, in countries where such cases cannot legally be waived.

14. Indemnity

The Client agrees to indemnify, defend and hold harmless Vortex, its affiliates, officers, employees and agents from any claim, demand, legal action, proceeding, penalty, fine, loss or expense (including reasonable attorneys' fees and court costs) arising from or related to: (a) the use of the Service by the Client (or its end users) in breach of these Terms or the law; (b) any content supplied, transmitted or distributed by the Client through Vortex, especially if it infringes copyright, trademarks, personal data protection, honor, image or other rights of third parties; (c) breaches of the Acceptable use policy by the Client or its users; or (d) any fraud, negligence or willful misconduct of the Client in the use of the platform.

Vortex reserves the right to assume the exclusive defense and control of any matter subject to indemnification by the Client, in which case the Client will cooperate with Vortex in the available defense strategy. This indemnity obligation will survive the termination of this contract.

15. Governing law and disputes

These Terms are governed by the laws of the Republic of Costa Rica. The parties will try to settle any disagreement in good faith for 30 days from the moment one of them notifies the other in writing. If they do not succeed, the dispute will be resolved by arbitration at law administered by the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce (CICA), under its rules and Costa Rica's Arbitration Law, as amended by Law 10535. The tribunal will have a sole arbitrator, the seat will be San José, Costa Rica, the language will be Spanish and hearings may be held virtually. Either party may ask a competent judge for interim measures.

16. Language

These Terms are published in Spanish, English and Portuguese. If they differ, the Spanish version prevails.

Related documents

- Privacy policy (https://www.vortexvip.org/en/privacy)
- Acceptable use policy (https://www.vortexvip.org/en/acceptable-use)
- Copyright and takedown requests (https://www.vortexvip.org/en/copyright)
- Delete your account (https://www.vortexvip.org/en/delete-account)

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