

Terms of Service

Please read these Terms of Service ("Terms") carefully as they are the legal terms and conditions that you agree to when you use the online file sharing services provided to you by the use of the Coach's Eye App which is subject to and End User License Agreement, the terms and conditions of which are incorporated herein by reference, and the coachseye.com web site through www.coachseye.com (collectively, the "Service(s)"). By using the Service, you are agreeing to be bound by the following Terms.

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Operator

This Service is operated by TechSmith Corporation, a company incorporated under the laws of the State of Michigan, whose principal business address is 2405 Woodlake Drive, Okemos, MI 48864 U.S.A. and/or its suppliers, licensors, or cloud service providers (collectively referred to as "TechSmith").

TechSmith is also referred to in these Terms as "we" and "us".

Privacy and Location Information

TechSmith has a firm commitment to safeguarding your privacy. The terms of TechSmith's [privacy policy](#) are incorporated into, and considered part of, these Terms.

Please note, notwithstanding any terms and conditions of the Coach's Eye App End User License Agreement, TechSmith's Privacy Policy, or these Terms, if you elect to allow the Service to collect and use your location information, Content shared through the Service will display your location information with Your Content (i.e. City and State). If you elect to display your Content publicly that contains your location information, your location information will be displayed publicly. In addition, if you elect to display your Content publicly that contains your location information, the Service, through its "Nearby Video" and "Map" feature, will allow other users of the Service to locate your Content based on the location information displayed. If you do not desire to have your location information, collected, used, shared, and displayed in this manner, go to the location services settings page on your device to control who sees your Content and the location information associated with your Content, when this feature is available. Applying the appropriate level of access to your Content and location information is solely your responsibility.

Basic Terms

1. You must be 13 years or older to use this site.
2. You may not post nude, partially nude, or sexually suggestive photos or videos.
3. You are responsible for any activity that occurs under your screen name.

4. You are responsible for keeping your password or Twitter credentials secure.
5. You must not abuse, harass, threaten, impersonate or intimidate other Service users.
6. You may not use the Service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.
7. You are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit, post, and display on the Service.
8. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with TechSmith and/or the Service.
9. You must not access the Service's private API by any other means other than the Service application itself.
10. You must not crawl, scrape, or otherwise cache any content from the Service including, but not limited to, user profiles, photos and videos.
11. You must not create or submit unwanted email or comments to any Service members ("Spam").
12. You must not use web URLs that contain TechSmith's marks, specifically, without limitation, TechSmith's registered marks COACH'S EYE, COACH'S EYE + and TECHSMITH, in your name without first obtaining the prior written consent of TechSmith.
13. You must not transmit any worms or viruses or any code of a destructive nature.
14. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
15. Violation of any of these Terms may result in the termination of your Service account. While TechSmith prohibits such conduct and content on its site, you understand and agree that TechSmith cannot be responsible for the Content posted on the Service

and you nonetheless may be exposed to such materials and that you use the Services are at your own risk.

General Conditions

1. We reserve the right to modify or terminate the Service for any reason, without notice at any time.
2. We reserve the right to alter these Terms at any time. If the alterations constitute a material change to the Terms, we will notify you via internet mail according to the preference expressed on your account. What constitutes a "material change" will be determined at our sole discretion, in good faith and using common sense and reasonable judgment. Notwithstanding the provisions of this section 2, TechSmith may amend its Privacy Policy at any time by posting a new version of its Privacy Policy at its web site along with an outline of the changes to the Privacy Policy.
3. We reserve the right to refuse Service to anyone for any reason at any time.
4. We reserve the right to force forfeiture of any username that becomes inactive (not used for a period of 12 months), violates any trademark rights and/or laws, or may mislead other users.
5. We may, but have no obligation to, remove Content and accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property rights or these Terms.
6. We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark rights in connection with or as to those usernames.

Proprietary Rights in Content on the Service

1. TechSmith does **NOT** claim ANY ownership rights in the text, files, images, photos, video, s o u n d s , musical works, works of authorship, applications, or any other materials (collectively, "Content") that you post ("your Content) on or through the Services. By displaying or publishing ("posting") any of your Content on or through the Services, you hereby grant to TechSmith a non-exclusive, fully paid and royalty-

free, irrevocable, worldwide, license **(with the right to sublicense third parties and users/account owners of the Service)** to use, modify, delete from, add to, publicly perform, publicly display, reproduce, download, bookmark and translate your Content, including without limitation, distributing part or all of your Content in any media formats through any media channels, except your Content that is not shared publicly ("private Content" - **Go to settings page to control who sees your Content when this feature is available. Applying the appropriate level of access to your Content is solely your responsibility**). As a result of the above, you acknowledge and understand that your Content may be able to be viewed by other users of the Services and through third party services and sites and you should not submit Content that you are not comfortable sharing with others under the Terms.

2. Some of the Services may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that TechSmith may place such advertising and promotions on the Services or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
3. You represent and warrant that: (i) you own the your Content posted by you on or through the Services or otherwise have the right to grant the license set forth in this section, (ii) the posting and use of your Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person, and (iii) the posting of your Content on the Services does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of your Content that you post on or through the Services.
4. The Services contain Content of TechSmith and/or its suppliers or licensors (collectively the "TechSmith Content". TechSmith hereby grants you a limited, revocable, non-sublicensable license to reproduce and display the TechSmith Content (excluding any software code) solely for your personal use in connection with viewing and using the Services.
5. The Services contain Content of COACH'S Eye users, TechSmith and other TechSmith suppliers or licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the Services.

6. TechSmith performs technical functions necessary to offer the Services, including but not limited to transcoding and/or reformatting Content to allow its use throughout the Services.
7. Although the Services are normally available, there will be occasions when the Site or Services will be interrupted for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and equipment that are beyond the control of TechSmith. Also, although TechSmith will normally only delete Content that violates these Terms, TechSmith reserves the right to delete any Content for any reason, without prior notice. Deleted content may be stored by TechSmith in order to comply with certain legal obligations and is not retrievable without a valid court order. Consequently, TechSmith encourages you to maintain your own backup of your Content. TechSmith will not be liable to you for any modification, suspension, or discontinuation of the TechSmith Services, or the loss of any Content.

Reporting Violations of Your Copyrights

If you believe the copyright in your work has been violated through this Service, please contact TechSmith's agent for notice of claims of copyright infringement, at legal@techsmith.com, or at TechSmith Corporation, 2405 Woodlake Drive, Okemos, Michigan 48864.

A Notice of Claimed Infringement must contain the following information and/or statements:

- Identify in sufficient detail the copyrighted work that you believe has been infringed upon. For example, the copyrighted work at issue is the video that appears on your site at <http://www.coachseye.com/xxxx-page.html>
- Identify the material or content on the Service that you believe infringes your work, with enough detail so that we may locate it on the Service. For example, the infringing material is located at <http://www.coachseye.com/xxxx-page.html>; provide your address, telephone number, and current email address;
- Provide a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- Provide information, if possible, sufficient to permit TechSmith to notify the owner/administrator of the allegedly infringing material or content (email address preferred)
- Provide us with the following statement "I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner or I am

authorized to act on behalf of the owner of the exclusive rights that is/are allegedly infringed upon; and

- Provide your physical or electronic signature.

Counter Notification

A Counter Notification to a Notice of Claimed Infringement must contain the following information/statements:

- Identify the specific URL or other unique identifying information or material that TechSmith has removed or to which TechSmith has blocked access;
- Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or Ingham County, Michigan if your address is outside the United States, and that you will accept service of process from the person who provided notification of claimed infringement or an agent of such person;
- Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material or content identified above was removed or disabled as a result of a mistake or misidentification, or that the material identified by the complainant has been removed or disabled at the URL identified and will no longer be shown or displayed;"
- Include your physical or electronic signature;

Send the written Counter Notification to TechSmith at:

TechSmith Corporation
2405 Woodlake Drive
Okemos, MI 48864-5910 USA

Termination of Account

In appropriate circumstances, TechSmith will terminate the account of repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact TechSmith and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

Storage Policy

TechSmith provides online storage of content to its members. If your account becomes inactive for a period of 12 months, TechSmith may, at its option, terminate access to the account altogether (including deletion of any account information held by TechSmith). TechSmith may change this policy at any time, upon reasonable notice to you.

Termination

- User Termination - The user may cancel their account at any time.

Registration

You may use the Services only if you can form a binding contract with TechSmith and are not a person barred from receiving the Services under the laws of the United States or other applicable jurisdictions and you have a valid e-mail address and/or Twitter.com credentials. We reserve the right to refuse service to anyone for any reason at any time.

You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete.

You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address or twitter credentials, since that is the primary way in which we will communicate with you about your account and your orders.

Password

When you register as an account holder/owner you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You must notify TechSmith immediately of any unauthorized use of your password or if you believe that your password is no longer confidential. We reserve the right to require you to alter your password if we believe that your password is no longer secure.

Trademarks

All brand, product and service names used in this Service which identify TechSmith or third parties and their products and services are proprietary marks of TechSmith and/or the relevant third parties. Nothing in this Service shall be deemed to confer on any person any license or right on the part of TechSmith or any third party with respect to any such image, logo or name.

Twitter, iTunes and related icons are the property of their respective owners and such owners have not endorsed or sponsored the Services.

Subscriptions and Purchases

COACH'S EYE + PRO and VIP: In addition to offering Basic Coach's Eye accounts, we offer Coach's Eye + Pro and Coach's Eye + VIP subscriptions. Please see our subscription pages for current Pro and VIP features and pricing. Features and prices are subject to change. Storage limits are calculated based upon total size of video files in your account. We may also offer add-on features and packages. All fees may be subject to taxes.

CANCELATION AND REFUNDS: Users who purchase annual subscriptions have thirty (30) days after their purchase to cancel and receive a full refund. After the cancellation period ends, all purchases are final and all fees paid are non-refundable. If you have questions, please contact us.

SUBSCRIPTION RENEWALS: Subject to the terms hereof, you may choose to renew your subscription at the end of the subscription period. By default, all subscriptions are set to automatically renew for the same period of time as the original subscription. You may decline to renew at any time prior to the commencement of a renewal subscription. TechSmith (Coach's Eye) reserves the right to deny subscriptions, renewals, and other purchases for any reason.

END OF SUBSCRIPTION: When a Coach's Eye Pro or VIP subscription is canceled and ends, the account automatically becomes a Basic account. Coach's Eye may disable access to features until storage limits comply with Basic account limits.

PURCHASES MADE IN APP: Purchases made inside the Coach's Eye app are handled via the app stores and are subject to their terms and conditions. Please review the specific app store for policies and procedures related to cancellations and refunds.

Intellectual Property Rights in TechSmith's COACHSEYE.COM Service(s)

TechSmith, unless otherwise stated, is and shall remain the owner of all intellectual property rights, which includes, but are not limited to, trademark, trade dress, copyright, patent, and database rights, whether foreign or domestic, in the Service and TechSmith Content used by TechSmith in connection with providing the Services. You may not publish, distribute, extract, re-utilize, or reproduce any component part or portion of the Service or TechSmith Content and owned content in any material form (including photocopying or storing it in any medium by electronic means) **other than in accordance with the limited use license set out in these Terms.**

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless TechSmith, its subsidiaries, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term or condition of these Terms; (iii) your violation of any third party right, including without limitation any copyright, trademark, patent, trade secret, property, privacy right, or rights of publicity; or (iv) any claim that your content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Service.

Applicable Law and Jurisdiction

These Terms shall be governed by the laws of the State of Michigan, U.S.A. to the extent U.S. federal laws are not applicable, without regard to their conflicts of law principles. The application of the United Nations Convention on Contracts for International Sale of Goods is expressly excluded. You agree to the exclusive jurisdiction of the Courts of the State of Michigan, U.S.A. and the United States federal district court located or has a presence in Ingham County, Michigan, U.S.A. This Agreement has been prepared in the English language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. The parties to this Agreement waive personal service of any and all process upon them and consent that all such service of process be made by registered mail and shall be deemed to be completed 5 business days after the same shall have been deposited in the United States mail, postage prepaid. You

waive any objection based on *forum non conveniens* and any objection to venue of any action instituted under these Terms by TechSmith in any jurisdiction.

General

These Terms constitute the entire agreement between TechSmith and you with respect to your use of the Service. TechSmith's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more rights or provisions contained in these Terms is invalid, you agree that the remainder of the Terms shall be enforceable.

Third Party Terms of Agreement and Related Agreements

You must comply with applicable third party terms of Agreement and related agreements when using the this Service which may include, but may not be limited to, any applicable, iTunes Terms and Conditions, Twitter Terms of Service and the Coach's Eye App EULA, if applicable.

Disclaimer of Warranty and Limitation of Liability

TechSmith agrees that all Services will be carried out with reasonable skill and care.

TECHSMITH DOES NOT ENDORSE ANY CONTENT SUBMITTED TO THE SERVICE BY ANY USER OR OTHER LICENSOR, OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED THEREIN. THE SERVICE, TECHSMITH'S SITES AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED BY TECHSMITH "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, TECHSMITH DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY DIGITAL CONTENT OR VIDEO TO TECHSMITH, AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR CONTENT OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR CONTENT.

EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING PARAGRAPH, TO THE FULLEST EXTENT ALLOWED BY LAW, TECHSMITH SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES RESULTING FROM THE USE OR PROVISION OF THE SERVICE, TECHSMITH'S SITE AND ALL RELATED PRODUCTS AND SERVICES, EVEN IF TECHSMITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

The Service is controlled and offered by TechSmith from its facilities in the United States of America. TechSmith makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.