

## TechSmith Fuse Online Sharing

### Terms of Service

#### **Introduction**

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 TechSmith Fuse app.

By using our Service you agree to be bound by these Terms of Service which contains provisions applicable to all users of our Service, including casual visitors.

#### **Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. If you are a parent or guardian who has provided your consent as represented above, to your child's use of the Service, you and your child, hereby agree to be bound by these Terms with respect to your child's use of the Service.

#### **Operator**

This Service is operated by TechSmith Corporation ("TechSmith"), 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.

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

#### **Purpose of the Service**

TechSmith offers this sharing service to view, store and share digital content created or developed through the use of its Fuse App.

#### **Availability**

TechSmith uses reasonable endeavors to ensure that the Service is available 24 hours a day 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of TechSmith. Every reasonable step will be taken by TechSmith to minimize such disruption where it is within the reasonable control of TechSmith. You agree that TechSmith shall not be liable to you for any modification, suspension or discontinuance of the Service. Additionally, we reserve the right to modify or terminate the TechSmith service for any reason and without notice at any time.

#### **Privacy**

All content shared shall be done anonymously and without the need to establish a customer ID or without the need to log in or register through the Site. As a result, TechSmith does not intend to collect any personal information from you or track your behavior in a manner to personally identify you. If any personal information is collected, however, please note that 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 which are located at [http://www.techsmith.com/company/privacy\\_policy.asp](http://www.techsmith.com/company/privacy_policy.asp).

## **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.

## **Intellectual Property Rights in TechSmith's Fuse Service**

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

## **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](mailto: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 at <http://www.xyz.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.screenchomp.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 Use of the Service**

In appropriate circumstances, TechSmith will terminate your access to the Service if you are determined to be a repeat infringer. If you believe that a repeat infringer is using this Service, please follow the instructions above to contact TechSmith and provide information sufficient for us to verify that the repeat infringing activity.

### **Copyright in Your Digital Content**

TechSmith does not claim ownership rights in any digital content displayed on the Screenchomp.com website. By submitting any content for processing and posting on the Screenchomp.com website, however, you hereby grant to us an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, transferable license with the right to sublicense others the right to reproduce, distribute, publicly display, create derivative works of, and otherwise use such content throughout the world as necessary to provide the Service. In addition, you grant us the right to use such content to improve to quality of the Service. You also hereby grant each user of the Service a non-exclusive license to access your content through the Service, and to use, reproduce, distribute, display and perform such content as permitted through the functionality of the Service and under these Terms.

### **Conduct and Content**

You are solely responsible for all of the content you upload, share or copy using the Service. You must have the legal right to copy and display all content that you upload, share or print. Professional content that are provided to you by professional content creators or made available through websites or other resources, are protected by copyright and should not be uploaded, shared or copied using the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the content you submit; and you license to TechSmith all patent, trademark, trade secret, copyright or other proprietary rights in and to such content for publication on the Service pursuant to these Terms.

You understand that TechSmith does not guarantee any confidentiality with respect to any content you submit.

TechSmith does not endorse any content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and TechSmith expressly disclaims any and all liability in connection with content. TechSmith does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and TechSmith will remove all content if properly notified that such content infringes on another's intellectual property rights. TechSmith reserves the right to remove any content without prior notice.

You agree not to use the Service:

- for any unlawful purposes;

- to upload, post, email or otherwise transmit or communicate any material that is: (i) offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or is pornographic or sexually explicit in nature, (ii) bullies, harasses or advocates stalking, bullying, or harassment of another person, (iii) is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (iv) promotes an illegal or unauthorized copy of another person's work that is protected by copyright or trade secret law, such as providing links to pirated computer programs, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated images or links to pirated images, music, videos, or movies; (v) is involved in the exploitation of persons under the age of eighteen (18); (vi) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses and other harmful code; (vii) solicits passwords or personally identifying information for commercial or unlawful purposes from other users; (viii) except as expressly approved by us, involves commercial activities and/or promotions such as contests, sweepstakes, barter, advertising, or pyramid schemes; (ix) contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; or (x) otherwise violates these Terms;
- to make videos manufactured and/or produced by TechSmith available for viewing by the general public through publicly posted link to the video or otherwise; or
- to engage in any spamming of any kind or nature or any other duplicative or unsolicited messages, whether commercial or otherwise.

Violation of any of these agreements will result in the termination of your access to the Service. While TechSmith prohibits such conduct and content on its website, you understand and agree that TechSmith cannot be responsible for the content posted on its website and you nonetheless may be exposed to such materials and that you use the TechSmith Service at your own risk.

You further agree that you shall not interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service

### **Monitoring of Content**

TechSmith does not control the content posted on the Screenchomp.com website and does not have any obligation to monitor such content for any purpose. You acknowledge that you are solely responsible for all content that is posted in connection with the Service.

### **Refusal to Post, Termination of Access To the Screenchomp.com Service**

You agree that TechSmith may at any time without notice refuse to post any content on the Screenchomp.com website received through the use of the Screenchomp App for any reason, including, but not limited to, content that contains any explicit/objectionable content, as determined in TechSmith's sole discretion.

### **Storage Policy**

TechSmith provides online storage of content to Screenchomp App users but TechSmith may, at its option, terminate access altogether to the Screenchomp.com Service at any time. TechSmith may change this policy at any time, upon reasonable notice to you.

### **Disclaimer of Warranty and Limitation of Liability**

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, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT 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 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 DIGITAL 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 WEBSITE 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.

### **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.

### **Amendment of the Terms**

TechSmith reserves the right to amend these Terms of Service from time to time without any notice to you. You can review the most current version of the Terms of Service at any time at: <http://www.Screenchomp.com/tos.aspx>

### **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 in Ingham County, Michigan, U.S.A. These Terms have been prepared in the English language and such version shall be controlling in all respects and any non English version of these Terms are 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 Facebook Statement of Rights and Responsibilities, iTunes Terms and Conditions, Twitter Terms of Service and the Screenchomp App EULA, if applicable.

### **Comments**

If you have any comments or questions about the Service please contact us by e-mail at [custservice@techsmith.com](mailto:custservice@techsmith.com).