

MYACCLAIM PRIVACY POLICY

1. Introduction

MyAcclaim™ is an online collaboration tool that allows users to annotate video. MyAcclaim's mission is to allow its users, with ease and simplicity, to unleash the immense potential of video as a powerful and efficient medium for education, training, collaboration and other projects by enabling online, interactive critique and annotation of video content.

This Privacy Policy ("**Privacy Policy**" or "**Policy**") sets forth the privacy principles and practices of MyAcclaim, LLC (referred to as "**MyAcclaim**," "**us**," "**our**" or "**we**"), the owner and provider of the myacclaim.com website (the "**website**") and related MyAcclaim software (the "**Software**") and services (the "**Services**"). Capitalized and other terms used in this Policy have the definitions given them in the User Agreement, unless they are specifically defined in this Policy. This Privacy Policy applies to registered MyAcclaim users and to non-registered visitors to the website.

We employ the following practices to protect the privacy of MyAcclaim users (referred to individually as a "**User**," "**you**" or "**your**" and collectively as "**Users**"):

- We do not rent or sell "**Your Personally Identifiable Information**" (defined below) to third parties for any purpose.
- We do not provide to, or share with, third parties any of Your Personally Identifiable Information (other than information you have elected to post on the website's public forums or spaces such as the blog and User feedback areas), except on a limited basis as necessary to fulfill Services requested by you, unless we are compelled by law, or as necessary to enforce our User Agreement or protect the rights, property, or personal safety of MyAcclaim, our Users, employees, or the public.
- All information you provide will be protected with industry standard protocols and technology.

This Privacy Policy is incorporated by reference into and is part of, the User Agreement between us and each User. By accessing or using the website, you acknowledge and agree that this Policy applies to you and all the information you provide through, or that is generated by your use of, the website. If you disagree with any aspect of this Policy and do not want the principles and practices described in this Policy to apply to your information, then do not access or use the website.

We reserve the right to change this Privacy Policy at any time. Changes, modifications, additions or deletions shall be effective immediately upon our providing notice thereof to our Users. We may provide this notice by e-mails to the e-mail addresses listed by registered Users or by posting the revised Policy on the website or by other means. It is your responsibility as a registered User to maintain a valid e-mail address and to review the website and this Policy periodically to be aware of any modifications of this Policy. Your continued use of the website after any modification will represent and confirm your acknowledgment and acceptance of the modified Policy and your agreement that it applies to you and all the information you provide through, or that is generated by your use of, the website.

2. Definitions

As used in this Policy the following terms and phrases have the definitions set forth below:

"Non-Personally Identifiable Information" means information that does not by itself identify you or any other individual or individuals. This information is generated from your activity on the website, but not based on the data you provide. For example, this information will include the address (or URL) of the web site from which you linked to the MyAcclaim website, the web site you link to when you leave the website, the browser you are using and your internet protocol address.

“User Agreement” means the MyAcclaim User Agreement between you and us, which became effective when you clicked the “I Agree” button in the User Agreement box during your registration as an MyAcclaim User, as such agreement may be amended or modified by us from time to time.

“Your Personally Identifiable Information” means the information you provide about yourself when you enter data in data fields in the website requesting the specific information (for example, your name, e-mail address and credit card information), other than the information you submit to the public spaces of the website, such as the MyAcclaim blog, user feedback area and public forums. You submit Your Personally Identifiable Information to us when you engage in certain activities on the website, such as registering to become a User or ordering a product or Service. Your Personally Identifiable Information, as such phrase is used in this Policy, does not include information that is contained in any User-Provided Video you or any other User provides to MyAcclaim or allows MyAcclaim to access.

3. How We May Use the Information We Collect from You

(a) Your Personally Identifiable Information.

When you register for a free MyAcclaim account or purchase our Service, you provide Your Personally Identifiable Information, such as your name, username, password, and e-mail address. Except as set forth in Section 8 of this Policy, we will only share Your Personally Identifiable Information with third parties to the extent necessary to carry out your instructions and provide any Service you may request. For example, we may use various merchant card services to bill certain Users for, and collect, Service or subscription fees. In order to do this, we provide certain of Your Personally Identifiable Information to such merchant card services. We will only do business with third parties we believe maintain privacy policies and practices at least as protective of Your Personally Identifiable Information as ours.

(b) User-Provided Video.

In order to use our Software and Service, you must upload your video content to the website. When you initiate a MyAcclaim project and upload your video content, we create a secure, password protected workspace to which only you and the users you invite will have access. We have implemented internal policies and procedures, including the use of industry standard protocols and technology, to protect the privacy and security of your project workspace, and your and your invited users user names and passwords and to prevent unauthorized access to your project workspace.

MyAcclaim reserves the right to copy, prepare derivative works of, improve, remove, retain, add, process, analyze, use for its internal purposes in any way now known or in the future discovered, including in future modifications of the Software or the Service, any User-Provided Video and other content submitted by Users, without any further consent, notice and/or compensation to you or to any third parties, provided that any such use shall be consistent with the privacy protections outlined in this Policy.

The rights we reserve for ourselves in the preceding paragraph are necessary in order to enable the Service (which involves electronic manipulation of the video files you upload) and to continuously maintain and improve the website and the Software and enhance the user experience. We will not republish your User-Provided Video or commercialize your User-Provided Video per se without your express consent that we obtain from you separate from User Agreement and separate from this Privacy Policy.

BY UPLOADING USER-PROVIDED VIDEO TO MYACCLAIM, YOU REPRESENT AND WARRANT THAT (1) YOU HAVE THE UNENCUMBERED AND UNRESTRICTED RIGHT AND AUTHORITY TO SUBMIT AND DISCLOSE THE VIDEO CONTENT TO US FOR THE PURPOSE WE HAVE DESCRIBED IN THE USER AGREEMENT AND THIS POLICY, (2) THAT THE USER-PROVIDED VIDEO AND THE INFORMATION IT CONTAINS ARE NOT CONFIDENTIAL AND (3) THAT YOUR

SUBMISSION OF THE USER-PROVIDED VIDEO AND THE INFORMATION IT CONTAINS IS NOT IN VIOLATION OF ANY CONTRACTUAL RESTRICTIONS OR THIRD PARTY RIGHTS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL, AND YOU ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO, LIABILITY FOR ANY CLAIMS, DAMAGES, INJURIES OR HARM ARISING OUT OF YOU UPLOADING USER-PROVIDED VIDEO TO MYACCLAIM AND THE ACCESS TO THE SAME BY PERSONS YOU PERMIT TO ACCESS YOUR SECURE MYACCLAIM PROJECT WORKSPACE. YOU SHALL INDEMNIFY AND DEFEND MYACCLAIM AGAINST, AND HOLD IT HARMLESS FROM, ANY CLAIMS, DAMAGES, LIABILITIES, INJURIES OR HARM ARISING OUT OF YOUR UPLOADING OF USER-PROVIDED VIDEO TO MYACCLAIM, PROVIDED THAT SUCH CLAIMS, DAMAGES, LIABILITIES, INJURIES OR HARM ARE NOT CAUSED BY MYACCLAIMS GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

(c) User Comments and Feedback.

You may elect to disclose certain personal and non-personal information through MyAcclaim blog comments, MyAcclaim public forums or User feedback. The information you submit in the MyAcclaim blogs or public forums or User feedback is not confidential or private and MyAcclaim does not protect it. All information you choose to provide on the forums or in the blog comments or User feedback, including information that identifies you and/or others, can be read, collected, or used by other Users of these forums and blogs, and other third parties, and could be used to send you unsolicited messages.

(d) Feedback through Livechat or E-mails.

Any information you provide to MyAcclaim through livechat or by e-mail may be used by MyAcclaim to improve our product and User experience. MyAcclaim will not rent, sell, or otherwise provide to third parties for marketing purposes the information that may identify you that we obtain through these means. MyAcclaim reserves the right to copy, prepare derivative works of, improve, remove, retain, add, process, analyze, use for its internal purposes and commercialize, in any way now known or in the future discovered, including in future modifications of the Software or the Service, any content submitted by Users, without any further consent, notice and/or compensation to you or to any third parties, provided that any such use shall be consistent with the privacy protections outlined in this Policy.

(e) Cookies.

Like many web sites, we use "cookie" technology to collect additional usage data and to improve our Software and/or Service. A cookie is a small data file that is transferred to your computer's hard disk. MyAcclaim may use both session cookies and persistent cookies, as well as web log files, (1) to better understand how you interact with the website, Software, and Service, (2) to monitor aggregate usage by our Users and web traffic routing to and on our website, (3) to improve our Software and/or Service, (4) to track website usage and trends, (5) to customize your experience on MyAcclaim and (6) to deliver third-party advertising to Users both on and off the website. In the course of serving advertisements to, or optimizing the Software or Service for, our Users, we may allow authorized third parties to place or recognize unique cookies on your browser. Any information provided to third parties through cookies will not identify any User or otherwise provide any personally identifiable information. MyAcclaim does not store Your Personally Identifiable Information in an unencrypted format in the cookies. Most internet browsers automatically accept cookies. You can instruct your browser, by editing its options, to stop accepting cookies, to alert you when a cookie is being sent and/or to prompt you before accepting a cookie from the websites you visit, including the website.

(f) Website Usage.

We may collect information about the fact that you use certain features and functionality of MyAcclaim, click on ads, or participate in research initiatives like polling and surveys on MyAcclaim. We may use information collected in this manner (1) to better understand how you interact with the website, Software,

and Service, (2) to monitor aggregate usage by our Users and web traffic routing to and on our website, (3) to improve our Software and/or Service, (4) to track website usage and trends, (5) to customize your experience on MyAcclaim and (6) to deliver third-party advertising to Users both on and off the website.

(g) *Log Files, IP Addresses, and Information about Your Computer.*

When you visit the website we automatically receive the URL of the site from which you came and that of the site to which you are going when you leave MyAcclaim. MyAcclaim also receives the internet protocol address of your computer (or the proxy server you use to access the internet), your computer operating system and type of web browser you are using, as well as the name of your ISP. We use this information to analyze overall trends to help improve the Software and Service. We do not provide or share the linkage between your IP address and Your Personally Identifiable Information with third parties without your permission, except as described in Section 8 of this Policy (Compliance with Legal Process).

4. Potential Third Party Use of Certain Information

If you elect to disclose information through MyAcclaim blog comments, MyAcclaim public forums or User feedback, then this information (whether or not it contains elements identifying you or other persons) may be properly received by other Users and potentially third parties who are not Users. Also, persons to whom you give access to your secure MyAcclaim project workspace will properly receive your User-Provided Video and all the information contained in your project workspace. Under the User Agreement, certain improper uses by Users of information received through the website or any Service may entitle the Company to terminate such Users' User Agreement and access to the website and Services. MyAcclaim will exercise its rights, if any, to terminate specific User Agreements in its sole discretion and makes no undertaking with respect to terminating or refraining from terminating any particular User Agreement under any particular circumstances. In any event, MyAcclaim may not be able to control how other Users and third parties may use information received through the website or any Service.

This Privacy Policy applies only to MyAcclaim's (and not MyAcclaim's Users') use of information provided by you through the website or any Service. MyAcclaim disclaims any and all liability with respect to, and you hereby acknowledge and agree that MyAcclaim shall not be liable for, any claims, damages, injuries or harm arising out of any User's use of information received through this website or any Service.

5. Managing Your Account and Your Project Workspace

(a) *Accessing, Updating, and Changing Your Account Information.*

You can review Your Personally Identifiable Information and make any desired changes to that information, the settings for your MyAcclaim account at any time by logging in to your account on the website. After your request for a change is processed, MyAcclaim may retain residual copies of the prior versions of your information in its archival copies of its database. We do not make conforming changes to your information in the archival copies of our database.

(b) *Managing Access to Your Project Workspace.*

Users with administrative authority with respect to any particular secure MyAcclaim project workspace are able to give or deny access to the workspace to other users and to change access levels and parameters. Subsequently denying or limiting access to a particular User to whom access was previously granted will not prevent such User from continuing to possess and use any information or content accessed by such User before access was denied or limited.

(b) *Closing Your Account.*

You can close your account at any time by [contacting us here](#) or at hello@getacclaim.com. If you close your account, we have no obligation to retain your information, and may delete any or all of your account

information without liability. However, we may retain certain data contributed by you if MyAcclaim believes it may be necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated and Non-Personally Identifiable data, account recovery, or if required by law. E-mails sent to hello@getacclaim.com as well as your User feedback and blog contributions or submissions may remain visible to others after you have closed your account. MyAcclaim makes no undertaking, and hereby disclaims any responsibility, to either delete or retain any such information.

6. Your Obligations

As a User, you have the following obligations to MyAcclaim and to other Users:

- You must, at all times, abide by the terms and conditions of the then-current Privacy Policy and User Agreement.
- You must not upload or otherwise disseminate any information that may be deemed to be injurious, violent, offensive, racist or xenophobic or otherwise unlawful or which may otherwise violate the purpose and spirit of MyAcclaim.
- You must keep your Username and password confidential and not share them with others.
- You must not use your MyAcclaim account on behalf of, or for the benefit of, a third party.

If you violate any of these obligations, MyAcclaim may, in the exercise of its sole discretion, restrict, suspend or terminate your MyAcclaim account and/or your access to the website and/or the Services.

7. Children and Minors

Children are not eligible to use our website or any Software or Service and minors (under the age of 18) are not permitted to submit any information to us or use the website or any Software or Service.

8. Compliance with Legal Process

It is possible that we may need to disclose Your Personally Identifiable Information and/or information about your activities as an MyAcclaim User when required by subpoena or other legal process, or if MyAcclaim has a good faith belief that disclosure is necessary to (a) investigate, prevent or take action regarding suspected or actual illegal activities or to assist law enforcement agencies, (b) to enforce the User Agreement, (c) to investigate and defend ourselves against any third party claims or allegations, (d) to protect the security or integrity of the website, and/or (e) to exercise or protect the rights, property, or personal safety of MyAcclaim, our Users, employees or the public.

9. Security

Your Personally Identifiable Information will be secured with industry standard protocols and technology. In order to help secure Your Personally Identifiable Information and User-Provided Video, access to your data on MyAcclaim is password-protected, and certain data (such as credit card information) is protected by SSL encryption when it is exchanged between your web browser and the website. In addition, we establish an encrypted session every time a User is logged in and watching a video. In other words, we establish a private URL for purposes of a User's viewing and annotating video. However, since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information you transmit to MyAcclaim. We make no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, managerial or procedural safeguards. It is your responsibility to protect the security of your login information.

10. Questions and Other Correspondence

If you have any questions or comments regarding this Policy, please e-mail us at hello@getacclaim.com or contact us at:

MyAcclaim, LLC
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