

## **Terms of Service**

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Hello! Welcome to Watch Me Work, Inc.'s ("Watch Me Work", "we", "us") website and our Terms of Service ("ToS"). Watch Me Work is a web-based service owned and operated by Watch Me Work, Inc., an Illinois corporation.

Watch Me Work is dedicated to creating a Global Community for *creative experts and learners* to work alongside of one another, virtually. We provide content streaming and social networking opportunities allowing you to share live and recorded video and audio content via the Internet, mobile and other data delivery devices. We do so via our proprietary software applications and related technology, including any updates, new versions or new releases thereof (collectively, the "Service(s)").

Please read these ToS carefully before using this website (the "Site") as these ToS govern your access to and use of the Site and Service(s). These ToS are a legal agreement between you and Watch My Work and apply to you whether you register as defined below or are just browsing our Site (collectively, "Users"). We have done our best to keep these ToS understandable and straightforward. Nevertheless, should you have any questions or concerns, please feel free to contact us at [info@watchmework.com](mailto:info@watchmework.com).

### **1. Age**

You affirm that you are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into these ToS including the obligations, representations, and warranties set forth herein. You further affirm that you will abide by and comply with these ToS. You affirm that you are over the age of 13, as the Site and Service(s) are not intended for children under the age of 13.

### **2. Acceptance of Terms/Content/Modification of Terms**

By using or visiting Watch Me Work's Site or using any of the Service(s) you signify your agreement to these ToS and Watch Me Work's Privacy Policy ([[link to privacy policy](#)]) which is incorporated herein by reference. If you do not agree to any of these ToS or the Privacy Policy please do not use the Site or Service(s).

These ToS apply to all Users, including those who are also contributors of Content to the Site. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials that you may view, access through or contribute to the Site.

We may, in our sole discretion, modify or revise these ToS and/or our Privacy Policy at any time, and you agree to be bound by such modifications or revisions. Although we may attempt to notify you when major changes are made to these ToS, you should periodically review the most up-to-date version here [\[link to most current version\]](#).

### **3. Third Party Websites**

This Site may contain links to third party websites that are not owned or controlled by Watch Me Work. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party websites. You expressly relieve us from any and all liability arising from your use of any third-party websites, and we encourage you to be aware of and read the terms of service and privacy policy of each website you visit.

### **4. Registration**

In order to access certain features of the Site and Service(s), you must register and create a Watch Me Work account. When creating your account, you must provide accurate and complete information including your full legal name, a valid e-mail address and any other information requested. The information you provide will never be shared with any other party as specified in our Privacy Policy [\[link to policy\]](#). You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You, further, may never use another's account without permission.

Please notify us immediately of any breach of security or unauthorized use on your account. In the event of any such unauthorized use of your account, Watch Me Work will not be liable to you for your losses caused thereby. You may, however, be liable for the losses to others or Watch Me Work due to any such unauthorized use.

### **5. Ownership**

Watch Me Work is the sole owner of the Service(s), the Site and its various interfaces. All rights, title, and interest in and to the Site and Services (excluding Content provided by Users) are and will remain the exclusive property of Watch Me Work.

As a Watch Me Work account holder you may submit Content to the Site, including videos and comments. You retain all ownership rights in your Content and you shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Site. You further affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the Content that you submit.

### **6. License Grant**

Watch Me Work grants you a nonexclusive limited license to use the Site and Service(s), including accessing and viewing the Content for personal, noncommercial purposes only. You grant to Watch Me Work a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of and display any Content you post in connection with the Site and Service(s). You agree that the Content you submit to the Site will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Watch Me Work all of the license rights granted therein.

## **7. Compliance with Intellectual Property Laws**

When accessing or using the Site and Service(s), you agree to obey the law and to respect the intellectual property rights of others. Your use of the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or Content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

Watch Me Work does not permit copyright infringing activities and infringement of intellectual property rights on the Site, and Watch Me Work will remove all Content if properly notified that such Content infringes on another's intellectual property rights (see the Digital Millennium Copyright Act provision below for instructions on how to properly notify us thereof). Watch Me Work reserves the right to remove Content without prior notice.

## **8. Inappropriate Content**

You shall not make the following types of Content available: you agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or Service(s). We reserve the right to terminate your receipt, transmission, or other distribution of any such material using the Site.

## **9. Prohibited Uses**

We impose certain restrictions on your permissible use of this website. You are prohibited from violating or attempting to violate any security features of this Site, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to us, overloading, “flooding,” “spamming,” “mailbombing,” or “crashing;” (d) using the Site to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or Service(s); (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Site; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Site and Service(s). Any violation of system or network security may subject you to civil and/or criminal liability.

#### **10. Disclaimer**

Watch Me Work does not endorse any Content submitted to the Site or via the Service(s) by any User, or any opinion, recommendation, or advice expressed therein, and Watch Me Work expressly disclaims any and all liability in connection with the Content. We do not and cannot review all the content of every comment or item posted and therefore do not accept responsibility for the content. We reserve the right to delete any material and/or restrict posting rights for any reason whatsoever. Should you post material that violates the rules of the Site, your account may be terminated, your access to the Site may be banned, and your service provider(s) may be contacted about any prohibited behavior. Further, Watch Me Work expressly reserves the right under the law to take any action deemed necessary.

#### **11. Digital Millennium Copyright Act**

Notice. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Direct your copyright infringement notification to our Copyright Agent at [info@watchmework.com](mailto:info@watchmework.com). You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Counter-Notice. If your Content was incorrectly removed (or to which access was disabled) pursuant to an alleged DMCA violation and you believe that the Content is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or

disabled;

- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Watch Me Work may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the Content provider or User, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Watch Me Work's sole discretion.

## **12. No Warranty**

Watch Me Work will make every effort to ensure the proper operation of the website servers, website software, and the Internet connection to these servers, but cannot guarantee availability. Watch Me Work will make every effort to provide a free and open content environment within the boundaries of these ToS that does not contain disruptive, abusive, or threatening posts or content, but cannot guarantee that all such posts will be found and removed within any specific timeframe. Beyond this general warranty, WATCH ME WORK HEREBY DISCLAIMS ALL WARRANTIES. THE SITE IS AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM YOUR USE OF, OR INABILITY TO USE, THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WATCH ME WORK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WATCH ME WORK DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

### **13. Limited Liability**

WATCH ME WORK'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WATCH ME WORK BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICE(S) PROVIDED TO YOU BY WATCH ME WORK. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

### **14. Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Watch Me Work, its 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 Site and Service(s); (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Site and Service(s).

### **15. Governing Law & Jurisdiction**

Unless otherwise specified, the materials on the Site are presented solely for the purpose of promoting its content in the United States, its territories and possessions. This Site is controlled and operated by Watch Me Work from its offices within the State of Illinois, United States of America. Watch Me Work makes no representation that materials on the Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Any legal action or proceeding related to this Site or the Service(s) shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Champaign County, Illinois.

### **16. Entire Agreement**

These ToS, together with the Privacy Notice at [list web address] and any other legal notices published by Watch Me Work on the Site, shall constitute the entire agreement between you and Watch Me Work concerning your use of the Site and Service(s).

## **17. Severability; Waiver**

If any provision of these ToS is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Watch Me Work's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YOU AND WATCH ME WORK AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE(S) MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.