

Omnicoach Terms of Use

Effective as of 19. 09.2018.

The following Terms of Use apply to User when accessing the site.

If you do not agree to these Terms of Use, you may not access or use the Service.

Definitions

- User:* Individual accessing and using the site. („you” or „your”)
- Service Provider:* The below company providing services on the site („we”, „us” or „our”):
- OMNICOACH Ltd.* (Megyeri square 1/B ground floor 9, 7623 Pécs, Hungary, Reg. number: 02-09-083790, EU VAT number: HU26369011, Registration Court: Pécs Regional Court, Hungary, Represented by: Dániel Ágoston, E-mail: info@omnicoach.gg)
- Service:* Video based online game-coaching provided for Overwatch on the Site. The Service was developed by OMNICOACH independently using its own unique know-how. Know-how is considered as trade secret, as it is a technical, economic or organizational knowledge, solution, experience or compilation of all that was recorded in an identifiable way.
- Site:* <http://omnicoach.gg>
- Third Party Site:* Any other website besides <http://omnicoach.gg>
- User Content:* Videos uploaded to the site by you in order to use the Service.
- Parties:* User and Service Provider jointly.
- Overwatch:* A team-based multiplayer first-person shooter video game developed and published by Blizzard Entertainment, Inc. which we provide the Service for. Overwatch is a trademark or registered trademark of Blizzard Entertainment, Inc. in the U.S. and/or other countries. OMNICOACH Ltd. and Blizzard Entertainment, Inc. are completely independent companies. OMNICOACH is not associated with or endorsed by Blizzard Entertainment and doesn't reflect the views or opinions of Blizzard Entertainment or anyone officially involved in producing or managing Overwatch.



Privacy Policy

Our Privacy Policy can be found on the link below:

<http://omnicoach.gg/wp-content/uploads/2018/07/privacy-policy-OMNICOACH.docx.pdf>

By accessing the site, you signify your agreement to the Privacy Policy.

Registration and Eligibility

With registration you sign up for the Service with an e-mail address by creating a personalized account with a unique username and password and other information as prompted by the registration form in order to access the Service.

You are prohibited from choosing a username

- with the intent to impersonate another person
- that is subject to any rights of a person other than you without appropriate authorization
- that is otherwise offensive, vulgar or obscene

We reserve the right to reject any username or to terminate a username or give a username to another User in our sole discretion, and without any liability to you.

You agree to notify us of any unauthorized use of your password and/or account.

We are not responsible for any liabilities, losses, or damages arising out of the unauthorized use of username, password and/or account.

You have to be at least 12 years of age to register for and use the Service. If you are under 18 years of age, then you affirm that you possess the legal consent of a parent or guardian to access and use the Service.

The Service

The Service provides an online platform for you to post recorded Overwatch video footage of your gaming experiences („User Content”) and receive feedback on your User Content.

You agree to use the Service only for its intended purpose. You must use the Service in compliance with all privacy, data protection, intellectual property and other applicable laws.

You agree that you will not under any circumstances:

- post any information that is false, inaccurate, malicious, abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive,
- use the Service for any unlawful purpose or for the promotion of illegal activities,



- use another user's account without permission,
- use another user's property such as but not limited to, videos or guides as your own, or leak content not created by you,
- provide false or inaccurate information when registering an account,
- interfere or attempt to interfere with the proper functioning of the Service,
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure,
- bypass any measures we take to restrict access to the Service or use any software to disrupt the Service or harvest or manipulate data, or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

By using the Service or providing your email address, you agree that we may communicate with you electronically regarding security, privacy and administrative issues relating to your use of the Service.

User Content Restrictions

You are solely responsible for the User Content you post, upload, link or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of the User Contents. We reserve the right to remove any User Content from the Service at our discretion.

You agree that you are responsible for the personal account and the activity that occurs while signed in to or while using your account.

You agree that you will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc. unless you are the the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content.

We reserve the right to determine whether any User Content submissions are appropriate and comply with these Terms of Use, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. We are not responsible for any public display or misuse of a User Content. We do not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or the technology that we employ, may monitor and/or record User's interactions with the Service.



We do not endorse any, nor are we responsible for, User Content on the Service. You assume all risks associated with your User Content, including anyone's reliance on its quality, accuracy, or reliability. You may expose yourself to liability if, for example your User Content contains material that is false, intentionally misleading, or defamatory, violates third-party rights or contains material that is unlawful or advocates the violation of any law or regulation.

License Grant

You retain all intellectual property rights to the User Content you post to the Service. We do not acquire ownership to any User Content posted to the Service. This concludes that you are responsible for protecting any of your rights in the User Content posted.

You represent and warrant that any User Content you post to the Service is truthful, accurate, not misleading and offered in good faith, and that you have all rights, licenses, permissions and authorizations necessary to post the User Content to the Service and grant the rights to the User Content set forth in these Terms.

We specifically ask your permission to use or disclose User Contents for any purpose or to any third party including but not limited to the following the purposes:

- advertising, marketing and promoting the Service Provider
- sharing information about the User Contents with third parties and Third Party Sites.

You grant us the rights for the purpose of the Service flow that your User Content will be uploaded to private accounts of video sharing sites (e.g. youtube.com) without granting access to any third party.

You grant us the rights to use your User Content for the purpose of research and development of the Service without sharing or disclosing it to any third parties.

You are eligible to share the result of the Service or your User Content on social media sites with good faith.

You are solely responsible to have authorization from the other Overwatch users (who participate during the gameplay of your User Content) to post the User Content containing their game-play and/or Overwatch usernames to the Service or to any social media sites.

We specifically ask your permission to use your name, Overwatch username, OMNICOACH username, image, voice and likeness as made available by you or on your behalf through the Service in conjunction with advertising, marketing or promoting you, your User Content, us or the Service.

You grant us the rights to use your User Content and your results anonymously to make aggregated public statistics or analyzes about the performances of our Users.



Content Ownership

The contents of the Service include designs, texts, graphics, images, videos, informations, tips, exercises, statistics, improvement plans, logos, button icons, softwares, computer codes and our content (collectively „OMNICOACH Content“). All OMNICOACH Content and the compilation (meaning the collection, arrangement, and assembly) of all OMNICOACH Content are the property of us or our licensors and are protected under copyright, trademark and other laws.

We authorize you, subject to these Terms, to access and use the Service and the OMNICOACH Content for the purposes of training and improving in Overwatch. Any other use is expressly prohibited.

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other products and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

Prohibitions

The following uses of the Service are prohibited.

You may not:

- attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Service, user accounts or the technology and equipment supporting the Service,
- frame or link to the Service without permission,
- use data mining, robots or other data gathering devices on or through the Service,
- post incomplete, false or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity,
- disclose personal information about another person or harass, abuse or post objectionable material,
- sell, transfer or assign any of you rights to use the Service to a third party without our express written consent,
- post advertising or marketing links or content, except as specifically allowed by these Terms,
- use the Service after your account has been terminated, without our consent,
- use the Service abusively, including any form of in-game cheating, or to play Overwatch non-fair-play way,



- use the Service in an illegal way or to commit an illegal act in relation to the Service or that otherwise results in fines, penalties and other liability to us or others,
- access the Service from a jurisdiction where it is illegal or unauthorized,
- reproduce any part of the Service,
- post any information or content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, including by incorporating any such material in User Content,
- remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice we include in or through our Services or service content,
- undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of any aspect of the Service or any part thereof, or attempt to do any of the foregoing, except as permitted by these Terms, the authorized features of the Service, or by law, or otherwise attempt to use or access any portion of the Service other than as we intend,
- solicit personal information from anyone under the age of 18,
- assist or permit any persons in engaging in any of the activities described above.

Violation

We reserve the right to suspend or terminate your account and prevent access to the Service for any reason, at our discretion. We reserve the right to refuse to provide the Service to you in the future.

We may review and remove any User Content at any time for any reason, including if you engage in activity which, in our sole judgment:

- violates these Terms,
- violates applicable laws, rules or regulations,
- is abusive, disruptive, offensive or illegal,
- violates the rights of, or harms or threatens the safety of users of the Service

You are responsible for any claims, fees, fines, penalties and other liability we or others incur caused by or arising out of your breach of these Terms and your use of the Service.

You are solely responsible for maintaining backup copies of any User Content you upload to the Service. We are not responsible for the deletion or unavailability of any User Content. This includes if we terminate your right to access or use the Service for a violation of these Terms. We will have no liability to you for denying your access to any User Content you posted to the Service in the event of a breach of these Terms.

Our Liability



We may change, suspend or discontinue any aspect of the Service at any time, including hours of operation or availability of the Service or any feature, without notice or liability.

We are not responsible for any disputes or disagreements between you and any third party you interact with using the Service. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party.

We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Service, with special regard to the advice provided automatically by means of the Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third party products or services obtained through the Service.

We are not responsible for your evaluation of whether you want to access or use any Third Party Site. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on any Third Party Site. You assume all risk and we disclaim all liability arising from your use of them.

We make no promises and disclaim all liability of specific results from the use of the Service.

Modification of Terms of Use

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this Terms of Use. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Service Provider. No purported waiver or modification of the Terms of Use by the Service Provider via telephonic or email communications shall be valid.

Warranty Disclaimer

You expressly understand and agree that

- your use of the Service including any User Content is at your sole risk and the Service, including the provision of relevant gaming advice is provided on an „as is” and „as available” basis,
- We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, warranties as to products or services offered by

business listed on the Service, implied warranties of merchantability, fitness for a particular purpose, and non-infringement,

- We make no warranty that (i) the Service will meet your requirement, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable (iv) the quality of any good or service available on the Service will meet your expectations, or (v) any errors in the Service will be corrected, however our Cancellation Policy may apply to you.
- any material downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download or use of any such material.
- In case of lack of conformity the warranty provisions of Act V of 2013 on the Hungarian Civil Code apply against OMNICOACH.

Cancellation Policy

You may change your mind for any or no reason and receive a full refund of all monies paid within fourteen (14) days starting from the day you sign-up for the Service. However we offer an extra sixteen (16) days above the fourteen days ordered by the relevant European Union and Hungarian laws, meaning you have thirty (30) days altogether to change your mind. The thirty (30) day period starts when you register and pay for the Service. (You have to check the notification box during registration to consent to get access to the Service immediately, otherwise you won't be able to use the Service for thirty (30) days before the cancellation period ends.)

If you wish to receive a full refund of all monies paid before the end of thirty (30) days, you must contact us at info@omnicoach.gg. In order to refund your money you have to fill out the declaration form in Annex 2 of Hungarian Government Decree 45/2014. (II.26.) or by any means of a clear declaration. The specified right shall be deemed valid at the time when the consumer's declaration is sent before the expiry of the thirty (30) days).

Limitation of Liability and Indemnification

You expressly understand and agree that the release Parties will not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from

- the use or the inability to use the Service,
- the cost or procurement of substitute goods and services resulting from any goods, data, information or services obtained or messages received or transactions entered into through, from, or as a result of the Service,



- unauthorized access to or alteration of you transmission or data,
- statements or conduct of any user or third party on the Service,
- your reliance on content made available by us,
- any other matter relating to the Service, including User Content.

You agree to defend, indemnify and hold harmless the released Parties from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, alleging or resulting from

- your use of our reliance on any third-party content or User Content
- you use of or reliance on any OMNICOACH Content
- your breach of these Terms

Notwithstanding the preceding sentence, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the released Parties if we, in our reasonable discretion, conclude that you are not adequately protecting the released Parties' interests or are incapable of protecting our interests, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable effort to notify you of any such claim, action or proceeding upon becoming aware of it but if we are unable to communicate with you in a timely manner because of an inactive e-mail address, then your indemnification obligation will continue notwithstanding our inability to contact you in a timely manner.

Term and Termination

These Terms, as amended, will be effective commencing with your first use or registration of the Service and will remain in full force and effect throughout your use of the Service, until such time as you terminate your account or we terminate your account, subject to the survival provision of these Terms.

We may terminate your use of the Service or any features or functionalities of the Service at any time and for any reason, with or without notice, for conduct violating these Terms or upon our sole determination. You hereby agree to our broad right of termination. You agree that if your use of the Service is terminated pursuant to these Terms, you will not attempt to use the Service under any name, real or assumed, and further agree that if you violate this restriction after being terminated, then you will indemnify and hold us harmless from any and all liability that we may incur therefore. Upon our termination of your use of the Service, we may delete any of you User Content available on or through the Service and terminate your access to your User Content if those materials remain on the Service, without any liability to you.



Applicable Law

These Terms of Use and your use of the Site are governed by the directives of the European Union and the laws of Hungary (as a Member State of the European Union).

General Terms

These Terms constitute the entire agreement between you and us concerning your use of the Service. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, then you and us nevertheless agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provision of these Terms remain in full force and effect.

The provisions of these Terms that are intended to survive the termination of these Terms by their nature will survive the termination of these Terms.

Service Provider may assign or delegate these Terms of Use and/or the Service Provider's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent.

You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy without the Service Provider's prior written consent, and unauthorized assignment and delegation by you is void.

You acknowledge that you have read these Terms of Use, understand the Terms of Use, and will be bound by these Terms of Use. You further acknowledge that these Terms of Use together with the Privacy Policy represent the complete and exclusive statement of the agreement between us and that it supersedes any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this agreement.

Subscription and Purchases

We offer for the first registered Users an early access package. Please see our link for the detailed features and pricing at <https://omnicoach.gg/> Features and prices are subject to change.