

Neo Combat Lab Privacy Policy

Effective Date: February 28, 2025

Introduction

Neo Combat Lab (“Neo,” “we,” “us,” or “our”) provides video review tools and services (“Services”) to martial arts students, coaches, and other authorized individuals (“Users”) at participating martial arts gyms (“Gym”). This Privacy Policy governs how we collect, use, store, and protect personal information, including video footage, obtained through the Services. It complements our Terms of Service. By using our Services, you acknowledge and agree to the practices described in this Privacy Policy. If you do not agree, you may not use the Services.

1. Information You Provide

Neo requests personally identifiable information when you register for an account. Information may be used or requested to perform research, improve usability of the site, or other activities related to the Service. This information may include, but is not limited to, personal names, e-mail addresses, location, and occupation. As with many websites and applications, Neo collects certain information, even when you are not logged in. When you view or download information from the Service, data is collected by Neo, including but not limited to your IP address, URL request, browser type, and date and time of your request. We use this information to improve the usefulness of the site to our users

2. How We Use Your Information

We use collected information solely for the following purposes:

- a) To provide and improve the Services, including recording, storing, and delivering video footage for private training review by Users.
- b) To communicate with you about your account, updates to the Services, or this Privacy Policy.
- c) To ensure compliance with our Terms of Service, Privacy Policy and applicable laws.
- d) To analyze usage patterns and enhance our platform’s functionality (e.g., anonymized usage data).
- e) Video footage is not used for any purpose beyond private training review and internal product improvements unless expressly authorized in writing by Neo and all individuals depicted in the footage.

Available log records, account information, and all data stored on our servers may be accessed by our system administrators. In the event that we are required by law (including a court order) to disclose the information you submit, we will provide you with notice (unless we are prohibited) that a request for your information has been made so that you may object to the disclosure. We will send this notice by email to the address you have given us. We prefer to independently object to overbroad requests for access to information about users of our site, but we cannot assure you that we will be able to do this in all cases. If you do not challenge the disclosure request yourself, we may be legally required to turn over your information.

3. Video Footage: Ownership, Consent, and Restrictions

- a) Ownership:

- a. All video footage recorded through the Services is owned by Neo Combat Lab. Users and the Gym are granted a limited, non-exclusive license to access and use footage solely for private training review, subject to this Privacy Policy and the Terms of Service.
- b) User Consent Responsibilities:
 - a. By using the Services, you consent to being recorded during training sessions at the Gym and waive any privacy claim against Neo or the Gym arising from such recording.
 - b. You are solely responsible for obtaining informed consent from all individuals depicted in footage you share or use beyond personal training review. Neo disclaims liability for your failure to secure such consents, and violation may lead to revocation of service or legal action.
- c) Restrictions on Use and Sharing:
 - a. You may not upload, share, distribute, or publish any footage to the internet, social media, or any third party without the express written consent of all individuals depicted. Violation of this restriction may result in termination of your access and legal action.

4. Data Storage and Security

The Service has security measures in place to protect the loss, misuse, and alteration of the information under our control. However, your confidential use of the Service cannot be guaranteed. Neo shall not be responsible for any harm that you or any person may suffer as a result of breach of confidentiality in respect to your use of the Service.

- a) Video footage and personal information are stored on secure servers managed by Neo or trusted third-party providers.
- b) We implement reasonable technical and organizational measures (e.g., encryption, access controls) to protect your data from unauthorized access, loss, or disclosure.
- c) The Gym does not control storage or security of footage, which remains Neo's responsibility.

Posting or updating content on the Service is a public action, and all content may be publicly visible. Identification of all contributed content may include, but is not limited to, display of your account name or IP address. All content may be retained for restorative, archival, or research purposes by Neo. Editing or deleting content may alter the displayed state of the content, but will not permanently delete the content from the Service.

5. Sharing and Disclosure

We do not sell, rent, or trade your personal information or video footage. We do not use your footage for marketing, promotion, or other public uses without your express consent. We may share information only as follows:

- a) With the Gym, to facilitate Service delivery (e.g., identifying participants for footage access).
- b) With service providers (e.g., cloud storage vendors) acting on our behalf, bound by confidentiality agreements.
- c) As required by law, such as in response to a subpoena or court order.
- d) Neo and the Gym will not disclose footage to third parties without your consent, except as noted above, and are not liable for unauthorized disclosures caused by User actions.

6. Your Rights and Responsibilities

Rights:

- a) You may request access to or deletion of your personal information (excluding footage owned by Neo) by contacting us at info@neocombatlab.com. Requests are subject to legal and operational constraints.

Responsibilities:

- a) You must comply with all applicable privacy laws and Gym policies when using the Services.
- b) You indemnify Neo against any claims arising from your failure to obtain consents or your misuse of footage (e.g., unauthorized sharing).
- c) If you believe footage has been misused, notify Neo immediately.

7. Indemnification

You agree to indemnify, defend, and hold harmless Neo and its owners, officers, employees, and affiliates from any claims, damages, losses, or expenses (including attorneys' fees) arising from:

- a) Your use or misuse of footage or the Services in violation of this Privacy Policy.
- b) Any privacy violation, injury, or legal action linked to footage you record, share, or use, including claims against Neo, the Gym, or individuals at the Gym.
- c) Your failure to comply with applicable privacy laws or obtain required consents.

8. Limitation of Liability

To the fullest extent permitted by law, Neo shall not be liable for:

- a) Any privacy breaches, injuries, or damages resulting from your actions or third-party misuse of footage.
- b) Loss, disclosure, or unauthorized use of footage due to User failure to adhere to this Privacy Policy or the Terms of Service.
- c) Any reliance on footage beyond its intended purpose of private training review.

9. Children's Policy

The Service is intended for adults, and we will not knowingly collect personal information from children under 13 years of age. If you are a parent or legal guardian of a child under age 13 who you believe has submitted personal information to this site, please contact us immediately at: info@neocombatlab.com.

10. Copyright Infringement

It is expected that all users of the Service will comply with applicable copyright laws. However, if Neo receives proper notification of claimed copyright infringement, our response to these notices will include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers, regardless of whether we may be liable for such infringement under United States law or the laws of another jurisdiction. If we remove or disable access in response to such a notice, we will make a good faith attempt to contact the owner or administrator of the affected site or

content so that they may make a counter notification pursuant to Sections 512(g)(2) and (3) of the DMCA. We may also document notices of alleged infringement on which we act. For copyright infringement inquiries, please contact: info@neocombatlab.com

11. Changes to This Privacy Policy

We may update this Privacy Policy at any time. Changes are effective upon posting to our website, and your continued use of the Services constitutes acceptance. We will notify you of significant changes via email or platform notice where feasible.

12. Contact Us

For questions or concerns about this Privacy Policy, contact us at info@neocombatlab.com.