

Neo Combat Lab Terms of Service

Effective Date: February 28, 2025

Introduction

Welcome to Neo Combat Lab! These Terms of Service ("Terms") govern your use of our video review tools and services ("Services") provided by Neo Combat Lab ("we," "us," or "our") to you ("User"), including martial arts students, coaches, gym owners, or other authorized individuals. Our Services are designed to enhance training by providing camera footage to Users at participating martial arts gyms ("Gym"). By accessing or using our Services, you agree to be bound by these Terms, which form a legal agreement between you and Neo Combat Lab. If you do not agree to these Terms, you may not use our Services.

1. Acceptance of Terms

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. We reserve the right to update these Terms at any time, with changes effective upon posting to our website. Your continued use of the Services after such changes constitutes acceptance of the updated Terms.

2. Service Description

Neo Combat Lab provides video review tools that allow Users to record, review, and analyze martial arts training footage. The Services are offered through equipment installed at the Gym and may include access to footage via our platform, subject to these Terms.

3. User Responsibilities

As a User of our Services, you agree to:

- a) Use the Services only for personal training review purposes and in accordance with all applicable laws, Gym rules, and these Terms.
- b) You will not use the Service in any way that may harass, harm, or negatively impact other users.
- c) Not upload, share, distribute, or publish any footage obtained through the Services to the internet, social media, or any public or private platform without the express written consent of *all individuals identifiable in the footage*. Violation of this clause may result in immediate termination of your access to the Services and potential legal action by Neo Combat Lab, the Gym, or affected individuals.
- d) Not use footage obtained through the Services to initiate, support, or participate in any legal action against Neo Combat Lab except as required by law (e.g., subpoena).
- e) Report any misuse of footage or unauthorized recording to Neo Combat Lab and the Gym immediately.
- f) Confirm that all information provided by you to Neo is current, accurate, and complete.

4. Privacy and Consent

- a) ***We do not sell, rent, trade, or post your personal information or video footage. We do not use your footage for marketing, promotion, or other public uses without your express consent.***
- b) You acknowledge that the Services involve recording footage of training sessions, which may include you or other individuals at the Gym. By using the Services, you consent to being recorded and waive any claim against Neo Combat Lab arising from such recording.
- c) If you share or post any footage or derivative work, you are responsible for ensuring that all individuals depicted in footage have provided consent to be depicted in your media. Neo Combat

Lab disclaims any liability for your failure to obtain such consent, and failure to comply may result in your loss of access to the Service.

5. Intellectual Property

- a) Neo Combat Lab retains all intellectual property rights in the Services, including software, hardware, and platform design.
- b) Footage recorded through the Services remains the property of Neo Combat Lab and is licensed to Users and the Gym solely for private training review. Users and the Gym may not claim ownership of the footage or use it beyond the scope of this license.
- c) You grant Neo Combat Lab a non-exclusive, royalty-free license to store, process, and use footage for the purpose of providing and improving the Services, provided such use complies with applicable privacy laws.

6. Indemnification

You agree to indemnify, defend, and hold harmless Neo Combat Lab, the Gym, and their respective owners, officers, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising out of or related to:

- a) Your use or misuse of the Services, including any violation of these Terms.
- b) Your unauthorized uploading, sharing, or distribution of footage to the internet or social media or any third party without the consent of all depicted individuals.
- c) Any legal action, injury, harm, or other incident occurring at the Gym, whether or not footage from the Services is used as evidence.
- d) Your failure to obtain necessary consents for posting or using footage as required by law or Gym policy.

7. Limitation of Liability

To the fullest extent permitted by law, Neo Combat Lab shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to:

- a) Your use of the Services or inability to use the Services.
- b) Any injury, harm, impropriety, or other incident occurring at the Gym, regardless of whether footage from the Services is used as evidence in a legal proceeding.
- c) Any unauthorized use or distribution of footage by you or a third party, including privacy violations or reputational harm to individuals depicted.
- d) Any reliance on footage for purposes beyond private training review.

In no event shall the aggregate liability of Neo Combat Lab exceed the amount paid by you for the Services, if any.

8. Termination

We reserve the right to suspend or terminate your access to the Services at our sole discretion, with or without notice, for any violation of these Terms or for any other reason we deem appropriate.

Neo reserves the right to modify, suspend, or discontinue the Service without any notice at any time without any liability to the user.

If you are a copyright owner and you believe that your copyrighted materials have been used in a way that constitutes copyright infringement, please reach out to Neo at: info@neocombatlab.com.

9. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of Tennessee without regard to its conflict of law principles. Any disputes arising under these Terms shall be resolved through binding arbitration in Williamson County, Tennessee.

The Terms constitute the entire agreement between the parties and replaces all prior or current understandings or agreements regarding the subject matter. If for any reason a court finds any provision or portion of the Terms unenforceable, the remainder of the Terms will continue in full force and effect. Failure of Neo to exercise or enforce any right or provision of the Terms shall not be deemed a waiver of such right or provision.

10. Modification

Modifications Neo may change the Terms from time to time at Neo's sole discretion. Your continued use of the Service following any changes constitutes acceptance of those Changes. Please periodically visit this section to review the current version of the Terms.