

Terms of Service

Thank you for using the CompEngine platform, products, service and features we make available to you (collectively, the "Service"). This is the Terms of Service of CompEngine, LLC (the "Agreement" or "Terms of Service") By using the Service, you accept this Agreement and consent to contract with us electronically.

We may update this Agreement by posting a revised version on our website. By continuing to use our Services, you accept any revised Agreement.

Our Services

The Service allows you to upload, store, stream, enter your videos of original content in a head-to-head competition with other users of the Service and provides a forum for people to connect.

The Service Provider

The company providing the service is CompEngine, LLC, a company operating under the laws of North Carolina and located at 250 West Park Avenue, Charlotte, NC 28203 (referred to as "CompEngine", "we", "us", or "our").

Accounts

Users of the Service shall provide their real names and information. We appreciate your assistance in keeping it this way. Here are some promises you make to us relating to registering and maintaining your account:

- You will not provide any false personal information on the Service or create an account for anyone other than yourself without permission.
- You will not create more than one personal profile.
- If we disable your account, you will not create another one without our permission.
- We reserve the right to remove or reclaim your username.
- By creating an account, you agree to receive notices from CompEngine at this email address;
- You are responsible for all activity that occurs under your account, including unauthorized activity;
- You must be at least 13 years old to use the Service;
- If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

If you are under 18, you represent that you have your parent or guardian's permission to use the Service. Please have them read this Agreement with you. If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service.

You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidentiality of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorized access to your account, you must change your password and notify us immediately.

Code of Conduct

In using our Services, you may not:

- Use an offensive screen name or avatar;
- Act in a deceptive manner or impersonate any person or organization;
- Harass or stalk any person;
- Harm or exploit minors;
- Distribute "spam" in any form or use misleading metadata;
- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Collect personal information about others;
- Access another's account without permission;
- Use or export any of our services in violation of any U.S. export control laws;
- Engage in any unlawful activity;
- Cause or encourage others to do any of the above.

Copyright Policy

You may only upload content that you have the right to upload and share. Copyright owners may send CompEngine a takedown notice as stated in our [Copyright Policy](#) if they believe CompEngine is hosting infringing materials. We will, in appropriate circumstances, terminate the accounts of persons who repeatedly infringe.

Rights you grant us

You own and will retain ownership of all intellectual property rights in and to the content you submit.

When you share, post, or upload content on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content.

This license will end when you deleted your content from our systems.

Term and Termination

We may terminate this Agreement at any time by written notice and users may terminate at any time by deleting their accounts.

If you breach this Agreement, we may, at our option: (a) terminate this Agreement immediately, with or without advance written notice; (b) suspend, delete, or limit access to your account or any content within it. If we delete your account for breach, you may not re-register.

Indemnification

You agree to indemnify, defend and hold us and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, arising from: (i) your use of and access to the Service; (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 Service.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, COMPENGINE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY US OF OUR SERVICE.

Assignment

We may assign the Agreements, and any of its rights under the Agreements, in whole or in part, and we may delegate any of our obligations under the Agreements. You may not assign the Agreements, in whole or in part, nor transfer or sub-license your rights under the Agreements, to any third party without permission in writing by us.

Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this Agreement shall remain in full force and effect, and such holding shall not affect this Agreement or any provision hereof in any other jurisdiction. If any provision of this Agreement is so held to be illegal, invalid or unenforceable only in part or degree, that provision shall remain in full force and effect to the extent not held illegal, invalid or unenforceable.

Jurisdiction, Venue and Law

Interpretation and construction of this Agreement is governed by the Laws of the State of North Carolina and its appellate decisions. Venue for any cause of action arising under this Agreement shall be in the General Court of Justice of Mecklenburg County, North Carolina; if arbitration or mediation is used by mutual agreement, it shall take place in Charlotte, North Carolina.

Entire Agreement

This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, among the parties with respect to the subject matter hereof. Any changes to this agreement must be in writing and signed by both parties.

Contact us

If you have any questions concerning our Terms of Service, please contact CompEngine Customer Support by email.

CustomerSupport@Compengine.com