

# Terms of Service

Last updated: October 1, 2025

## LiftReel Terms of Service (including Software License/EULA)

**Last Updated: September 9, 2025**

Welcome to **LiftReel**, a social media, gaming, and fitness application operated by **C&M Technologies LLC** ("C&M," "we," "us," or "our"), a limited liability company organized under the laws of the State of California. These Terms of Service ("Terms") govern your access to and use of **LiftReel**, including its website, mobile application, and related services (collectively, the "App" or "Services").

By creating an account, accessing, downloading, installing, or using the App, you agree to these Terms (which include and incorporate the Software License/EULA in Section 2) and acknowledge our Privacy Policy at [https://colbygatty.github.io/LiftReel\\_Policies/privacy](https://colbygatty.github.io/LiftReel_Policies/privacy). If you do not agree, do not access or use the App.

## 1. Eligibility & Accounts

### 1.1 Age

You must be at least 13 years old to use the App, in compliance with the **Children's Online Privacy Protection Act (COPPA)**. If you are 13–17, you represent that you have consent from a parent or legal guardian where required by applicable law. Users under 13 are strictly prohibited, and misrepresenting your age is a violation of these Terms. If we discover or are notified that a user is under 13, their account and data will be deleted promptly, as described in our Privacy Policy. Parents or guardians may contact us at [develop@cm-technologies.com](mailto:develop@cm-technologies.com) to request deletion of a child's data.

## **1.2 Account Creation & Security**

You must provide accurate and current information when creating an account and keep it updated. You are responsible for maintaining the confidentiality of your credentials and for all activities under your account. Notify us immediately of unauthorized use at [develop@cm-technologies.com](mailto:develop@cm-technologies.com).

## **1.3 Suspension/Termination**

We may suspend, restrict, or terminate your account or access to the App at any time, with or without notice, if we believe you have violated these Terms, applicable law, or if necessary to protect the App or other users.

# **2. Software License (EULA) — Incorporated Into These Terms**

By agreeing to these Terms, you also agree to this Software License/EULA, which is part of and incorporated into the Terms.

## **2.1 Grant**

We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the App on a device you own or control, solely for personal, non-commercial use, subject to these Terms.

## **2.2 Restrictions**

You will not:

- Copy, modify, adapt, translate, distribute, publish, or create derivative works of the App or its content;
- Reverse-engineer, decompile, disassemble, or attempt to derive the source code or underlying structure, except where permitted by law;
- Sell, rent, lease, sublicense, assign, or transfer the App or your rights hereunder;
- Remove or alter proprietary notices;

- Use the App to develop, replicate, or promote a competing application or service;
- Circumvent security, technical measures, or integrity features of the App;
- Install or use the App on multiple devices under a single license unless we expressly permit it.

## **2.3 In-App Recording Requirement (Authenticity Rule)**

All videos submitted for competitions or leaderboards must be recorded in real time using the App's built-in recorder. Uploading or submitting pre-recorded, device-stored, externally edited, or otherwise manipulated videos is prohibited. Attempts to bypass this feature (technical or otherwise) may lead to removal, disqualification, and/or immediate account termination.

## **2.4 Ownership**

The App (including code, designs, graphics, logos, text, leaderboards, virtual items, and the unique combination of social media/gaming/fitness features) is owned by C&M and protected by intellectual property laws. You retain ownership of your User-Generated Content (UGC) subject to the license granted to C&M in Section 4.

## **2.5 Updates & Changes**

We may release updates, patches, or new versions. Continued use constitutes acceptance of updated terms and may require updated hardware/software.

## **2.6 Termination of License**

This license ends when these Terms terminate or upon breach. On termination, you must cease using, uninstall, and delete the App and all related data from your device.

# **3. Health & Safety; Assumption of Risk**

You understand that exercise-related activities, challenges, or competitions may involve inherent risks, including personal injury, property damage, emotional distress, or worse. You are solely responsible for assessing your physical condition and participating safely

and lawfully. To the fullest extent permitted by law, you assume all risks associated with your participation and use of the App.

## **4. User-Generated Content (UGC)**

### **4.1 UGC & Community Spaces**

The App enables posting of videos (recorded in-app), ideas for competitions, comments, and other content ("UGC"). You are solely responsible for your UGC.

### **4.2 License You Grant to C&M**

By posting UGC, you grant C&M a perpetual, irrevocable, non-exclusive, transferable, sublicensable, royalty-free, worldwide license to host, use, store, reproduce, modify, adapt, publish, translate, distribute, publicly perform, publicly display, and create derivative works of your UGC to operate, promote, improve, and market the App and related services. Data processing related to UGC is governed by our Privacy Policy at [https://colbygatty.github.io/LiftReel\\_Policies/privacy](https://colbygatty.github.io/LiftReel_Policies/privacy). You retain ownership of your UGC.

### **4.3 Your Representations**

You represent and warrant that your UGC:

- Is recorded by you in real time using the App's recorder (for video submissions);
- Is original to you or you hold necessary rights/permissions;
- Does not infringe intellectual property, privacy, or publicity rights;
- Is not illegal, defamatory, obscene, pornographic, harassing, hateful, discriminatory, or otherwise prohibited;
- Complies with these Terms and applicable laws.

### **4.4 Community Validation**

UGC submitted to leaderboards/competitions may be validated or invalidated by the community. C&M does not guarantee the accuracy, fairness, or outcome of community decisions and is not liable for related disputes.

## **4.5 Moderation**

We may (but are not obligated to) monitor, review, remove, restrict, or edit UGC at our discretion, without notice.

## **4.6 No Publisher Liability**

To the fullest extent permitted by law and consistent with applicable safe-harbor protections, C&M is not liable for UGC posted by users.

# **5. Competitions, Rewards & Virtual Items**

## **5.1 Competitions**

You may create or participate in exercise-based competitions (e.g., 1-rep max). You are solely responsible for ensuring safety and legality.

## **5.2 Rewards & Virtual Items**

Trophies, XP, profile customization, virtual gym upgrades, and similar benefits are virtual only, have no monetary value, and are not redeemable for cash or property. We may modify, revoke, or discontinue rewards or features at any time.

## **5.3 Disqualification**

Submissions violating the In-App Recording Requirement or other rules may be disqualified and/or removed.

# **6. Prohibited Conduct**

You agree not to:

- Upload/import pre-recorded or externally edited videos for competitions or leaderboards;
- Submit fraudulent, manipulated, staged, or misleading content;

- Harass, bully, defame, threaten, or discriminate against others;
- Create competitions promoting unsafe, illegal, or unethical behavior;
- Scrape, crawl, harvest, or use bots or automation to access the App;
- Interfere with or disrupt the App's security or operation;
- Infringe any third-party intellectual property, privacy, or publicity rights;
- Violate any law or regulation.

## **7. Intellectual Property & DMCA**

### **7.1 App IP**

We own all rights in the App and its content (excluding UGC). All rights not expressly granted are reserved.

### **7.2 UGC IP**

You retain rights in your UGC subject to the license in Section 4.

### **7.3 DMCA**

To submit a copyright complaint, email [develop@cm-technologies.com](mailto:develop@cm-technologies.com) with: (i) your contact information; (ii) identification of the copyrighted work; (iii) location of the allegedly infringing material; (iv) a statement under penalty of perjury of good-faith belief and your authority; and (v) your physical or electronic signature. To file a counter-notice, email us within 10 business days with: (i) identification of the removed material; (ii) a statement under penalty of perjury that you have a good-faith belief the material was removed in error; (iii) your contact information and consent to jurisdiction in Los Angeles County, California; and (iv) your signature. We may remove content and/or terminate repeat infringers.

## **8. App Store Terms; Purchases**

### **8.1 App Stores**

You must comply with applicable app store rules (e.g., Apple App Store, Google Play). Those rules may supplement these Terms.

## **8.2 In-App Purchases**

If offered, in-app purchases/subscriptions are processed by the app store or our payment provider and are subject to their terms and policies (including refunds/cancellations). C&M is not responsible for store disputes.

## **9. Privacy**

Your use of the App is subject to our Privacy Policy at [https://colbygatty.github.io/LiftReel\\_Policies/privacy](https://colbygatty.github.io/LiftReel_Policies/privacy). It explains how we collect, use, share, and protect personal information, including videos recorded in-app. If these Terms conflict with the Privacy Policy as to data processing, the Privacy Policy controls for that topic.

## **10. Disclaimers; Limitation of Liability; Indemnity**

### **10.1 Disclaimers**

The App is provided “as is” and “as available” without warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to merchantability, fitness for a particular purpose, title, and non-infringement. We do not guarantee availability, security, accuracy, or error-free operation.

### **10.2 Limitation of Liability**

To the fullest extent permitted by law, C&M and its affiliates, officers, directors, employees, and agents are not liable for any indirect, incidental, consequential, special, exemplary, or punitive damages; or for lost profits, data loss, business interruption, personal injury, property damage, or emotional distress arising from or related to the App, competitions, UGC, or user interactions—even if advised of such possibility. In jurisdictions that do not allow certain exclusions, our liability is limited to the maximum extent allowed by law.

### **10.3 Assumption of Risk**

You participate in challenges/competitions at your own risk (see Section 3).

## **10.4 Indemnity**

You agree to indemnify, defend, and hold harmless C&M and its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from your UGC, your use of the App, or your breach of these Terms or violation of third-party rights.

# **11. Governing Law; Dispute Resolution**

## **11.1 Governing Law**

These Terms are governed by the laws of the State of California, without regard to conflict-of-law rules.

## **11.2 Binding Arbitration**

Any dispute, controversy, or claim arising out of or relating to these Terms (including the EULA in Section 2) shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall take place in Los Angeles, California, in English. The arbitrator's decision shall be final and binding. Costs of arbitration shall be borne as allocated by the arbitrator.

## **11.3 Class-Action Waiver**

All proceedings are on an individual basis only. You waive any right to participate in a class action, class-wide arbitration, or representative action.

## **11.4 Courts for Non-Arbitrable Claims**

If arbitration is found unenforceable for a specific claim, such claim must be brought exclusively in the state or federal courts in Los Angeles County, California, and you consent to their personal jurisdiction and venue.



## **12. International Use**

If you access the App from outside the United States, you are responsible for compliance with local laws, including data protection regulations (e.g., GDPR). Our Privacy Policy describes cross-border data transfers and safeguards.

## **13. Changes to the App & to These Terms**

We may modify, suspend, or discontinue the App or any feature at any time, with or without notice. We may update these Terms by posting an updated version at [https://colbygatty.github.io/LiftReel\\_Policies/terms](https://colbygatty.github.io/LiftReel_Policies/terms) or in-app. Continued use after changes become effective constitutes your acceptance of the updated Terms.

## **14. Third-Party Services & Links**

The App may link to or integrate third-party websites, content, or services. We are not responsible for their content or practices. Review their terms and policies before using them.

## **15. Beta Features; Open-Source**

We may release features labeled beta/preview that are provided as is and may change or be discontinued at any time. The App may contain components licensed under open-source licenses; those licenses govern the components in case of conflict.

## **16. Force Majeure**

We are not liable for delays or failure to perform due to causes beyond our reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, government actions, labor disputes, cyber incidents, or internet/hosting failures.

## **17. Term; Termination; Survival**

These Terms are effective until terminated. You may terminate by ceasing use and deleting the App. We may terminate at any time (see Section 1.3). Upon termination, your license ends and you must stop using, uninstall, and delete the App and all related data. Sections 2.6, 3, 4.2–4.6, 5.2–5.3, 6–16, 17 (Survival), and 18–20 survive termination.

## **18. Precedence**

These Terms (including the Software License/EULA in Section 2) control over any conflicting language in other policies or documents referenced here. If there is a conflict specifically about personal data processing, the Privacy Policy controls for that topic.

## **19. Severability; Non-Waiver; Assignment**

If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permissible and the remainder will remain in effect. Our failure to enforce a right or provision is not a waiver. You may not assign or transfer your rights without our prior written consent; we may assign these Terms as part of a merger, acquisition, or sale of assets.

## **20. Entire Agreement; Notices; Contact**

These Terms (including the incorporated Software License/EULA) constitute the entire agreement between you and C&M regarding the App and supersede prior or contemporaneous agreements relating to the App (other than the Privacy Policy, which is separate and complementary).

### **Contact:**

**C&M Technologies LLC**

Email: [develop@cm-technologies.com](mailto:develop@cm-technologies.com)

By using **LiftReel**, you acknowledge that you have read, understood, and agree to be bound by these Terms (including the Software License/EULA).