

Coaching Corps Terms and Conditions

Welcome to the Coaching Corps web portal (the “Portal”), operated by Coaching Corps. The Portal provides resources to help you recruit and place volunteers in your programs providing essentials to the youth and families living in low-income communities (“Partner Programs”).

These terms and conditions (“Terms”) set out expectations and confirm legal obligations relating to use of the Portal. By accessing or using the Portal in any way, including entering data into the Portal, you acknowledge that you have read, understood, and agree to be bound by these Terms and [Coaching Corps’ Privacy Policy](#) (“Privacy Policy”). The Portal is the Volunteer or Coach Management System contemplated in the Memorandum of Understanding between you and us. These Terms neither change nor affect the Memorandum of Understanding.

If you have a question or issue, please email us at [email].

1. Access and Use

1.1 Your Use of the Portal

We grant you a license to use and access the Portal for Partner Program purposes as permitted by these Terms. This license is non-transferable, non-exclusive, revocable, and limited. We reserve all rights not expressly granted to you by these Terms.

2. User Conduct

2.1 User Content

You will ensure that that any content you provide, upload, or post to the Portal, including, without limitation, any information provided when entering information into the Portal or messaging us, is accurate to the full extent of your knowledge. As such, we may rely on information provided by and decisions communicated by any of your Users.

2.2 Prohibited User Content

You may not transmit, upload, display, perform, or otherwise distribute any content that:

- is libelous, defamatory, obscene, pornographic, abusive, or threatening
- advocates or encourages conduct that could constitute a criminal offense
- gives rise to civil liability or otherwise violates any intellectual property, privacy, employment, or other applicable laws or regulations
- advertises or otherwise solicits funds or is a solicitation for goods or services
- violates the [Privacy Policy](#)

You alone are responsible for your Users’ content. Your Users and you may expose yourselves to liability if you post or share content without the necessary rights.

2.3 Prohibited Conduct

Except as permitted through the Portal or as otherwise permitted by us in writing, your license does not include the right to:

- modify, prepare derivative works of, disassemble, decompile, or reverse engineer any part of the Portal
- access the Portal in order to build a similar or competitive website, product, or service

- disable, damage, or impair the Portal
- interfere with any other party's use and enjoyment of the Portal, including, without limitation, uploading or otherwise disseminating any virus or other malicious code

3. Intellectual Property

We are the sole owner of Coaching Corps intellectual property found on the Portal. We retain all right, title, and interest, including copyright, trademark, patent rights, and trade secrets, in such intellectual property.

4. Portal Availability, Changes, and Security

4.1 Portal Availability and Maintenance

You understand that traffic of data through the internet may cause delays during display or download of information from the Portal. We will use commercially reasonable efforts to maintain the Portal's continuous availability, except for scheduled maintenance, required repairs, and any interruption due to causes beyond our reasonable control or not reasonably foreseeable by us, including, without limitation, any event described in Section 10.7.

4.2 Changes to the Portal

At our discretion, we may upgrade, modify, enhance, suspend, or discontinue the Portal at any time without notice. We do not undertake any obligation to notify you of any updates to the Portal, including any part of it that you may have previously used or viewed. Any future release, update, or other addition to functionality of the Portal will be subject to these Terms.

4.3 Portal Security

We take precautions to host and maintain the Portal in a secure manner and to safeguard data from unauthorized use. We cannot, however, ensure or warrant the security of any or all of the information you transmit to the Portal, and you do so at your own risk. As a result, you acknowledge that:

- there are security and privacy limitations of the internet which are beyond our control
- the security, integrity, and privacy of any and all information and data exchanged between you and us through the Portal cannot be guaranteed
- any such information and data may be viewed or tampered with in transit by a third party

5. Disclaimer; No Warranties

5.1 Disclaimer

The Portal is provided "as is," "as available," and "with all faults" without any express or implied warranties. We make no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing, or trade usage, with respect to:

- the accuracy, quality, security, or reliability of the Portal
- any harm to your computer system, loss of data, or other harm that results from your access to or use of the Portal
- whether the Portal will meet your needs
- any third party links, services, or information

You expressly acknowledge and accept the Portal's limitations.

5.2 No Warranties

No advice or information, whether oral or written, obtained from us, through the Portal or otherwise, will create any warranty not expressly made in these Terms. To the fullest extent under law, we expressly disclaim any and all implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

You acknowledge that we have not made and are not making any representations, promises, or guarantees of any kind about the success or outcome of your use of the Portal.

5.3 Volunteer Decisions

We have no responsibility for your decisions or actions regarding Volunteers or use of the Portal. We take no responsibility for and we do not expressly or implicitly endorse any Volunteers. You are responsible for making your own evaluations of Volunteers and your programs, your decisions and actions regarding Volunteers, and for the outcomes and consequences of such decisions and actions. We have not evaluated any Volunteers and make no representations or recommendations about their suitability. Additionally, the Portal may include information provided by Volunteers. We have not evaluated and make no representations or recommendations about such information.

5.4 Third Party Services

Services created by third party developers may be available to you on the Portal, including, without limitation, applications, websites, and other services. When you engage with a third party service, you are interacting with the third party, not with us. You understand that the service will be governed by its own terms and conditions, and that the service may use and share your data in accordance with the privacy policy of and your privacy settings on such a service.

6. Liability and Indemnification

6.1 Limitation of Liability

To the fullest extent under law, we will not be liable to you or any third party for:

- damages arising out of or relating to your inability to use the Portal or any decision or action relating to your use of the Portal
- loss, misuse, disclosure, or alteration of any and all information and data exchanged between you and us through the Portal
- any modification, suspension, or discontinuation of the Portal or any part of the Portal
- any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to these Terms, even if we have been apprised of the likelihood of such damages

In no event will our aggregate liability arising out of or relating to these Terms exceed the greater of \$100 or any amount you paid us in the past 6 months.

6.2 Indemnification

You will indemnify, defend, and hold harmless us and any of our directors, officers, employees, and agents, to the fullest extent under law, against any and all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of your use of the Portal, including, without limitation, any claims by Volunteers, Partner Program participants, or others arising from any content your Users post on the Portal.

7. Changes to Terms

We reserve the right to make changes to these Terms or our Privacy Policy at any time without notice. Changes are effective immediately upon posting. Your continued use of the Portal constitutes acceptance of such changes.

8. Termination

8.1 Termination by Coaching Corps

We may at any time suspend or terminate your Portal access at any time without notice, at our discretion, including if we determine that you have failed to comply with these Terms, or if you are no longer an active Coaching Corps partner.

8.2 Effect of Termination

Upon termination, your rights to use the Portal will cease immediately. Sections 3, 5.1-5.3, 6, 8.2, 9, and 10 will survive such termination.

9. Legal Compliance

9.1 Compliance with Law

You will comply with all applicable laws, including, without limitation, any applicable privacy laws, in connection with your use of the Portal.

9.2 Cooperation with Law Enforcement

We may cooperate with courts or law enforcement authorities to disclose the identity of anyone using the Portal in a way that is believed to violate applicable laws or these Terms. You waive and hold harmless us and our affiliates, licensees, and service providers from any claims resulting from any action taken by such parties during, or taken as a consequence of, investigations by such law enforcement authorities.

9.3 Compliance with the Digital Millennium Copyright Act

Our policy is to investigate any allegations of copyright infringement brought to our attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want us to delete, edit, or disable the material in question, you must provide us with all of the following information:

- your physical or electronic signature
- identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works on the Portal are covered by a single notification, a representative list of such works at the Portal
- identification of the copyrighted work claimed to be infringing
- adequate information that permits us to contact you, such as an address, telephone number, and if available, an email address at which you may be contacted
- a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

10. General Provisions

10.1 Entire Agreement

These Terms, together with the Memorandum of Understanding, express the final, complete, and exclusive agreement between you and Coaching Corps, and supersede any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Coaching Corps and you relating to their subject matter.

10.2 Independent Entities; Not Partnership

Coaching Corps and you will hold themselves out as independent entities. The arrangements contemplated by these Terms do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither we nor you have the power or authority to bind or obligate the other to a third party or commitment in

any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

10.3 Severability

If any provision of these Terms is held illegal, invalid, or unenforceable, all other provisions of these Terms will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the fullest extent under law.

10.4 Waiver

Any waiver of the provisions of these Terms must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of these Terms will not be considered a waiver of any later breach or of the right to enforce any provision of these Terms.

10.5 Assignment

You may not assign your rights or delegate your duties under these Terms to anyone else without our prior written consent.

10.6 Third Party Beneficiaries

Except as specifically provided in Section 6.2 and 9.2, these Terms are for the exclusive benefit of you and Coaching Corps, and not for the benefit of any third party.

10.7 Force Majeure

We will not be required to perform or be held liable for failure to perform if nonperformance is caused by power failures, nonperformance of internet or data communications facilities, third party mechanical or other equipment breakdowns, fiber optic cable cuts, interruption or failure of telecommunications or digital transmission links, labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, or any other causes beyond our control.

10.8 Governing Law; Jurisdiction

These Terms will be governed by California law. You and Coaching Corps consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.