

Coaches Corner Web Portal Terms and Conditions

Welcome to the Coaches Corner web portal (the "Portal"), operated by Coaching Corps. The Portal hosts: (a) a referral system to find a program to volunteer with, (b) training and support through online courses, instructional videos, images, tools, quizzes, and other materials ("Coaching Corps Content"), and (c) a discussion forum which provides opportunities for coaches ("Coaches") to share their experiences with us or other Coaches. It is a resource for Coaches to support their service in afterschool partner programs ("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 viewing or downloading any Coaching Corps Content, you acknowledge that you are at least 13 years old, have read, understood, and agree to be bound by these Terms and [Coaching Corps' Privacy Policy](#) ("Privacy Policy"). In these Terms, Coaching Corps is often referred to as "us" and Coaches as "you." You are freely agreeing to these Terms and fully understand that by agreeing to these Terms, you are giving up legal rights and/or remedies that may be available to you.

If you have a question or issue, please contact us by emailing us at coachescorner@coachingcorps.org. Thank you for serving kids and the community by being a Coach.

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 personal, non-transferable, non-exclusive, revocable, and limited.

1.2 Account Security

Your account is personal to you, so please do not share access to your Portal account.

2. Coach Contributions and Conduct

2.1 Coach Contributions

The Portal includes message boards, personal profiles, and other interactive features allowing Coaches to share insights and experiences with one another. Coaches may post, publish, or communicate content or materials (collectively, "Coach Contributions") to us or other Coaches.

2.2 Our Values

We are guided by Coaching Corps' values:

- **Collaboration.** We are stronger together than we are apart. We engage in partnerships to support each other in furthering our shared impact.
- **Empathy.** We build meaningful connections through listening to understand each other's stories and unique experiences without judgement.
- **Equity.** We work to level the playing field by providing opportunities and access in order to create conditions that allow all to reach their full potential.
- **Integrity.** We align our actions with our words through our commitment to honor and transparency.
- **Quality.** We uphold and deliver a standard of excellence through consistency, thoughtfulness and adaptability.

The requirements described in this Section 2 reflect these central values.

2.3 Prohibitions on Coach Contributions

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

- reveals any confidential or sensitive information, including identifying or personal information about children or families involved with any Partner Program
- includes pictures depicting children involved in any Partner Program without express authorization
- 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](#)
- violates any rules or restrictions imposed by our Partner Programs

You alone are responsible for your Coach Contributions. You may expose yourself to liability if you post or share content without the necessary rights.

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2.4 Potential Monitoring and Enforcement Actions

While we cannot review Coach Contributions before they are posted and cannot ensure prompt removal of objectionable material, we have the right to, in our sole discretion:

- remove or refuse to post any Coach Contribution for any or no reason
- take any action, with respect to any Coach Contribution, that we deem necessary or appropriate, including, without limitation, when we believe that a Coach Contribution: (a) violates these Terms, (b) infringes any intellectual property or other right of any person or entity, (c) threatens the personal safety of others, or (d) creates (or could create) liability for us
- disclose your identity or other information about you to any third party claiming your Coach Contribution violates their rights, including intellectual property or privacy rights
- inform the Partner Program of your Coach Contribution
- terminate your participation in Coaching Corps

2.5 Our Rights to Your Coach Contributions

When you post a Coach Contribution, you grant us a license to use, copy, modify, adapt, prepare derivative works from, distribute, perform, and display it as well as any name, username, voice, or likeness provided in connection with it. This license extends to all media formats and channels now known or later developed. This license is worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable. You also agree that we may remove metadata associated with your Coach Contribution. You irrevocably waive any claims and assertions of moral rights or attribution with respect to your Coach Contribution.

2.6 Other 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. Coaching Corps Content

3.1 Ownership

All Coaching Corps Content is owned by Coaching Corps, our licensors, or other providers of such content. We retain all right, title, and interest, including copyright, trademark, patent rights, and trade secrets, in Coaching Corps Content.

3.2 License Grant

We grant you a license to access and use Coaching Corps Content solely for Partner Program purposes in accordance with these Terms. This license is personal, non-transferable, non-exclusive, revocable, and limited. As such, you may not:

- license, sell, transfer, assign, distribute, host, or otherwise commercially exploit any Coaching Corps Content
- modify or prepare derivative works of any Coaching Corps Content

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 10.6.

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 the security of any 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

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- 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

You agree to notify us immediately after you become aware of any unauthorized access or other breach of security.

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 use of the Portal.

5.3 Coach Decisions

We have no responsibility for your decisions or actions regarding use of Coaching Corps Content or any Coach Contributions. We take no responsibility for and we do not expressly or implicitly endorse any Coach Contributions, including yours. You are responsible for making your own evaluations of Coaching Corps Content and all Coach Contributions, your decisions and actions regarding use of such content, and for the outcomes and consequences of such use, for Partner Programs or otherwise. We have not evaluated any Coach Contributions and make no representations or recommendations about the suitability of such content for you.

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:

- any action or inaction regarding communications or content provided by any Coach or third party, including potential enforcement actions described in Section 2.4
- 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 (collectively, “Coaching Corps Parties”), 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,

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without limitation, your Coach Contributions) or Coaching Corps Content. By way of example and not of limitation, such claims include a claim arising from your Coach Contribution by families of children participating in a Partner Program.

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 any Partner Program rules and regulations, or are no longer a Coach.

8.2 Effect of Termination

Upon termination, your rights to use the Portal will cease immediately. Sections 2.5, 3.1, 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 federal, state, and local laws, including, without limitation, any applicable privacy laws and other 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 authorities during, or taken as a consequence of, investigations by such 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 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.

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10.2 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.

10.3 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.

10.4 Assignment

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

10.5 Third Party Beneficiaries

Except as specifically provided in Sections 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.

10.6 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.

10.7 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.