



## Offer Description: Vidcast

This Offer Description (the “**Offer Description**”) describes Vidcast (the “**Cloud Service**”). Your subscription is governed by this Offer Description and the Cisco End User License Agreement located at [www.cisco.com/go/eula](http://www.cisco.com/go/eula) (the “**EULA**”) (or similar terms existing between You and Cisco) (the “**Agreement**”). Capitalized terms used in this Offer Description and/or the order not otherwise defined herein have the meaning given to them in the Agreement.

### 1. Description

Vidcast allows users to initiate, record and share videos and retain such recorded videos in a file, as well as transcribe and store the output of the recording (including the audio content and any screen content associated with that recording) (collectively, the “Video Record”) that can then be searched and reviewed by You and recipients of Your Video Record.

### 2. License

You own all right, title, and interest in and to Your data that You or Your recording participants provide directly to the Cloud Service. You grant Cisco a royalty-free, non-exclusive, irrevocable (for so long as Your Vidcast account remains active), worldwide, license to: (1) record, store, process, display, modify, index, perform, create derivative analytics and outputs for Your use, and transmit information and data permitted by this Agreement consistent with the terms in the [Vidcast Privacy Data Sheet](#); (2) analyze and process the Video Record for transcription purposes; (3) store, retain, make accessible, transmit, and transfer information (including You and Your recording participants information) among the participants and solely as required to provide the Cloud Service to You; and (4) sublicense these rights to third parties with which Vidcast has contractual service provider relationships for the purpose of providing the Cloud Service.

### 3. Supplemental Terms and Conditions

#### 3.1. Restrictions on Use by Minor Children

Vidcast is not intended for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children’s Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) (“Minor Children”). Minor Children are not permitted to create an account to use the Cloud Service, and You will not authorize Minor Children to access the Cloud Service.

#### 3.2. Equipment and Related Changes

You are solely responsible and liable for any bandwidth issues or hardware incompatibility that result from Your access and use of the Cloud Service via Your computer or mobile device. You are solely responsible for any third party terms and fees that apply to Your use and operation of Your devices with Your access to and use of the Service, including but not limited to carrier fees and terms of service.

#### 3.3. Use Conditions

##### a. Participant Conduct

You are solely responsible for the content of any recording that becomes part of the Video Record. Recording content will not contain any:

- i. Activity that is illegal or promotes illegal activity or violence, including activity that is defamatory, harassing, threatening, abusive, libelous, malicious, deceptive, or fraudulent;

- ii. Activity in connection or conjunction with any pornographic and/or adult entertainment industry purposes, regardless of whether such activity is lawfully permitted;
- iii. Misrepresentations as to identity or affiliation with an entity or organization;
- iv. Activity that threatens, exploits, or otherwise harms minors, or that facilitates or supports human trafficking or terrorism;
- v. Content that violates or infringes any intellectual property or proprietary rights of Cisco or others;  
or
- vi. Unauthorized messages, advertising, or spam.

Cisco reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates these conditions, including without limitation, deleting the offending Video Record and terminating the relevant Vidcast accounts, or blocking violators' access and use of the Cloud Service. Cisco does not control the content of the Video Record, and does not guarantee the accuracy, integrity or quality of the Video Record.

b. Transmission of Content via the Cloud Service

By accessing and using the Cloud Service, You represent and warrant that You have the right to provide Cisco with and allow Cisco to store, transmit, and process (as described in this Offer Description), all data and information provided by You and Your recording participants when You use the Cloud Service.

**4. Data Protection**

The Vidcast Privacy Data Sheet (available [here](#)) describes the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service. For further information on how Cisco processes, uses and protects all categories of data, please visit [Cisco's Security and Trust Center](#).

**5. Support & Maintenance**

Vidcast includes online support via email ([help@vidcast.io](mailto:help@vidcast.io)) and chat (either from the [vidcast.io](http://vidcast.io) website or embedded in the app at [app.vidcast.io](http://app.vidcast.io)). Cisco may require additional information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.