

# Left-Eye Productions

## Terms of Service Agreement

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Last Updated: 5 April, 2020

This **Left-Eye Productions Terms of Service Agreement** (the “**Agreement**” or “**Terms of Service**”) is made between Left-Eye Productions cc. (“**Left-Eye**,” “**we**,” “**us**,” or “**our**”) and you, our customer (“**you**” or “**your**”). This Agreement governs your use of **threeinfantsobserved.com** and our **Left-Eye-branded** online video subscription services through our owned-and-operated website, (the “**Service**”).

## Content

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### LEFT-EYE PRODUCTIONS

### TERMS OF SERVICE AGREEMENT

#### Content

1. Acceptance
2. Our Service
3. Accounts
4. Subscription Plans
5. Acceptable Use Policy
  - 5.1 Copyright Policy
  - 5.2 Content Restrictions
  - 5.3 Code of Conduct
  - 5.4 Prohibited Technical Measures
  - 5.5 Restricted Users
6. Term and Termination
7. Disclaimers
8. General Provisions

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## 1. Acceptance

By creating an account, viewing videos, making a purchase, or visiting or using our Services, you accept this Agreement and consent to contract with us electronically.

If you are an entity other than a natural person, the person who registers the account or otherwise uses our Services must have the authority to bind the entity. In this context, “you” means both the entity and each person who is authorized to access the account.

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

This Agreement includes our [Privacy Policy](#) below. Please review our Privacy Policy to learn about the information we collect from you, how we use it, and with whom we share it.

## 2. Our Service

**Service License:** Subject to the terms hereof, we grant you access to our Services. This includes the right to:

- Stream videos that you have the right to view; and
- Use the video content for education and training purposes for an agreed number of academics and students.

**Features:** The features available to you will depend on your plan. We may change features from time to time. If you have a paid account, we commit to providing the core video streaming features of your plan during your current service period.

## 3. Accounts

**Registration:** You may create an account to use certain features we offer (e.g., live streaming videos). To do so, you must provide an email address. By creating an account, you agree to receive notices from Left-Eye at this email address.

**Organizational Accounts:** Corporate, governmental, and other organizational users must publicly display the legal name of their entity on their public account profile.

**Age Requirements:** You must be at least 16 years old or the applicable age of majority in your jurisdiction, whichever is greater, to create an account or otherwise use our Services.

**Team Members:** Certain subscription plans may allow you to grant other registered users (“**academic or student members**” or “**member/s**”) access to the account. Both you and each member is deemed a party to this Agreement. You are responsible for the actions of your members and must monitor their access and usage.

**Account Security:** 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.

## 4. Subscription Plans

**Plan Types:** We offer free (Registration) memberships and paid (Premium) subscriptions that allow you to view free or paid-for video content. You may register for free membership by registering through our online application form or purchase a “**Premium**” plan (you sign up and provide institutional information; this is vetted and upon receipt of our official email and invoice, you pay via an agreed electronic transfer method). Advertised prices and features may change.

**Basic Membership:** Basic (free) members may view free video clips but may not: access other clips or copy or download any of the videos to which they have access.

**Premium Membership:** Premium members have access for an agreed number of **academic and student members** to stream all video content on the site for education and training purposes for the duration of membership. Members may not: (a) download or attempt to download, record or copy any content to which they have access for storage or duplication or commercial use. (b) use any of the material for commercial purposes. (c) allow others (outside of included Institution members) to log into your membership account for the purpose of watching a video. d) **If sharing the material for any purposes via an online meeting platform now known or yet to be created, none of the website's material may be recorded or included in recordings shared with participants or anyone unable to join the event for the live streaming.**

All rights not granted are expressly reserved by Left-Eye Productions.

**Fees:** You must pay all fees (plus any taxes) in advance for your subscription period and any renewal periods. Our fees include a fixed period fee.

**Automatic Renewal:** You will be informed in writing if an automatic renewal facility is established. **If/when this occurs, to the extent permitted by applicable law, subscriptions will automatically renew at the end of each subscription period unless cancelled beforehand. Annual plans renew for one-year periods.** You must pay the annual fee (plus any taxes) when each renewal period starts.

**How to Decline Renewal:** If/when and automatic renewal facility is put in place, **subscribers may opt out of automatic renewal by changing their account settings.** Any opt-out or notice of non-renewal will not affect the current subscription period. Left-Eye Productions may decline renewals.

**Lapse Policy:** When a subscription ends, the account will, at Left-Eye's option, revert to Basic (free) account status or will be deleted. We may publish additional guidelines regarding the treatment of lapsed subscriptions. These guidelines describe current practices only and shall not require us to provide any level of post-subscription account status.

**Resale:** You may not sell, resell, rent, lease, or distribute any content or any other aspect of our Services to any third party.

## 5. Acceptable Use Policy

You must ensure that your conduct, complies with the Acceptable Use Policy set forth in this **Section 5**. Left-Eye may (but is not obligated to) monitor your account and may take all appropriate actions to enforce its rights including suspending or deleting your account.

### 5.1 Copyright Policy

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All material on the site is copyright of Left-Eye Productions and may only be used in accordance with our **5. Acceptable Use Policy**. If we believe you are infringing on that Policy we will, in appropriate circumstances, terminate the account.

### 5.2 Content Restrictions

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You may not use any content in a way that:

- Attempts to download, record, copy or sell the content;
- Infringes Left-Eye Productions' copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Is hateful, defamatory, or discriminatory or incites hatred against any individual or group;
- Promotes or supports terror or hate groups;
- Exploits minors; or
- Violates any applicable law.

### 5.3 Code of Conduct

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In using our Services, you may not:

- Use an offensive screen name (e.g., explicit language) or avatar (e.g., containing nudity);
- Act in a deceptive manner or impersonate any person or organization;
- Harass or stalk any person;
- Harm or exploit minors;
- Collect personal information about others;
- Access another's account without permission;
- Engage in any unlawful activity;
- Embed our site's video player on or provide links to sites that contain content prohibited by **Section 5.2**; or
- Cause or encourage others to do any of the above.

#### **5.4 Prohibited Technical Measures**

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You will not:

- Except as authorized by law or as permitted by us: scrape, reproduce, redistribute, create derivative works from, decompile, reverse engineer, alter, archive, or disassemble any part of our Services; or attempt to circumvent any of our security, rate-limiting, filtering, or digital rights management measures;
- Submit any malicious program, script, or code;
- Submit an unreasonable number of requests to our servers; or
- Take any other actions to manipulate, interfere with, or damage our Service.

#### **5.5 Restricted Users**

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You may not create an account if you are an individual, not affiliated to an education and training institution (as an academic or student of such institution).

### **6. Term and Termination**

This Agreement begins when you first use our Service and continues so long as you use our Service or have an account with us, whichever is longer. Paid membership will continue for the subscription period and will renew in accordance with **4. Subscription Plans** above.

If you breach this Agreement, Left-Eye Productions may, at its 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; and (c) If Left-Eye Productions deletes your account for breach, you may not re-register.

In the event of any termination or expiration, the following sections will survive: **Section 7** (Disclaimers), and **Section 8** (General Provisions).

### **7. Disclaimers**

Left-Eye Productions provides the services on an "as is" and "as available" basis. You use the services at your own risk. You must provide your own device and internet access.

### **8. General Provisions**

**Reservation of Rights, Severability, Force Majeure:** Left-Eye Productions reserves all rights not expressly granted herein. Left-Eye Productions' rights and remedies are cumulative. No failure or delay by Left-Eye Productions in exercising any right will waive any further exercise of that right. If any term of this Agreement

is found invalid or unenforceable by a court of competent jurisdiction, that term will be limited or severed. Left-Eye Productions will not be liable for any delay or failure caused by a force majeure event.

**Relationship:** You and Left-Eye Productions are independent contractors of one another; neither party is an agent, partner, or joint venture of the other. This Agreement binds the parties and their successors, personal representatives, and permitted assigns. You may not assign this Agreement to any person whose account has been terminated by Left-Eye Productions or who is prohibited from registering; any such assignment will be void.

**Third Parties:** We may provide links to and integrations with websites operated by others. The website operator, not Left-Eye Productions, is solely responsible for the content thereof, and your use of each such website will be subject to its terms of service. We may disable integrations with any third party at any time, with or without notice. Except as expressly stated herein, nothing in this Agreement confers any right on any third party.

**Entire Agreement:** This Agreement constitutes the entire understanding of the parties and supersedes all prior understandings regarding the subject matter hereof and may not be modified except in accordance with **1. Acceptance** or in a document executed by authorized representatives of Left-Eye Productions. If you have a signed agreement with Left-Eye Productions, any conflicting term of that agreement will prevail over the terms hereof, but only as to the subject matter of that agreement.

# Left-Eye Productions Privacy Policy

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Last Updated: 5 April, 2020

This Privacy Policy explains the information that Left-Eye Productions collects when you use its products and service, how that information is used, with whom it may be shared, and your privacy choices.

## PRIVACY POLICY CONTENTS

[1. Introduction](#)

[2. Children's Privacy](#)

[3. Data We Collect About You](#)

[4. How We Use Your Data](#)

[5. With Whom We Share Your Data](#)

[6. Legal and Safety-Related Disclosures](#)

[7. Data Retention](#)

[8. Your Privacy Choices](#)

[9. Communications from Us](#)

[10. Protecting Your Information](#)

[11. Third-Party Services](#)

[12. International Data Transfers and Certain User Rights](#)

## 15. How to Contact Us

### 1. Introduction

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#### Who we are and what we do

This Privacy Policy covers Left-Eye Productions, cc. (collectively, "Left-Eye Productions," "we" "us" or "our"). We provide online video sharing and related services through our owned-and-operated websites, including threeinfantsobserved.com and Left-eye productions.com (collectively, the "service").

#### Acceptance and Changes

By registering for, downloading, or using our services, you accept this Privacy Policy, which is part of our Terms of Service. We may modify this Privacy Policy from time to time. We will post any modified version of our Privacy Policy at <https://www.threeinfantsobserved.com>.

If we change the Privacy Policy in a way that materially lessens our commitments to you, we will provide notice to registered users by email or other methods.

### 2. Children's Privacy

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We do not knowingly collect personal information from individuals who are under the minimum required ages specified herein. You must be at least 16 years old or the age of majority in your jurisdiction, whichever is greater, to use our services.

### 3. Data We Collect About You

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We collect information about you when you use our services. In addition, third parties may collect information about you when you use our services. Collected information may include or reflect personal information that could identify you, as well as non-personal information. We refer to your information as "**your data**" for short.

#### Account Information

To create an account, you must provide a valid email address and password. If you choose to sign-up and/or authenticate using a third-party account (e.g., Facebook, Google), you authorize us to obtain account information from the third-party platform.

#### Financial Information

Current payment methods will be limited to electronic transfers and PayPal payments not connected to the site. However, in the future to make a purchase, you may need to provide a valid linked payment method (e.g., credit card or PayPal account). Your payment information will be collected and processed by our authorized payment vendors. We do not directly collect or store credit or debit card numbers ourselves in the ordinary course of processing transactions.

#### Other Information You May Submit

You may submit data to us for limited purposes such as requesting customer support; answering a questionnaire; participating in a study; or signing up to receive communications from us or another user.

#### Automatically-Collected Information

We automatically collect certain types of data when you use our services, regardless of whether you have an account. This data includes your IP address, technical information about your device (e.g., browser type, operating system, basic device information), the web page you visited or search query you entered before

reaching us, and your activities. We may track your activities using cookies and similar technologies. By using our services, you agree to our use of these methods as set forth in our cookies policy.

#### Information Collected by Third Parties

Some third parties may collect data about you when you use our services. This may include data you submit (such as payment information) or automatically-collected information (in the case of third-party analytics providers and advertising partners).

We may obtain data from third parties about you. We may combine that data with information that we have collected. For example, some advertisers or advertising platforms may allow us to determine what other online services you might use so that we may place relevant ads on those services.

## 4. How We Use Your Data

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We may use your data for the following purposes:

- **Identification and authentication:** We use your data to verify you when you access your account.
- **Operating our services:** We use your data to provide our service, process and fulfil orders, provide customer support, and to otherwise comply with our contractual obligations to you. We (and/or our third-party vendors) use your financial information to process purchases made by you.
- **Communicating with you:** We use your data when we communicate with you (e.g., when we respond to a customer support or other inquiries or when sending out product-related email information).
- **Improving our services:** We use your data to understand how our service is being used and how we can improve it. In general, we analyze aggregated data, rather than specific user data. We may, however, need to analyze a specific case to address a specific problem (e.g., a bug that affects only a few accounts).
- **Marketing and advertising:** We may use your data to show you ads on third-party sites. We may also use your data in delivering third-party advertisements to you. This may include "targeted ads" based upon your activities.
- **Exercising our rights:** Where reasonably necessary, we use your data to exercise our legal rights and prevent abuse of our service. For example, we may use your data to detect and prevent fraud, spam, or content that violates our Terms of Service.
- **Legal compliance:** We use your data where we are legally required to do so. For example, we may need to gather your data to respond to a subpoena or court order.
- **Protecting your information:** Where appropriate, we may anonymize, backup, and delete certain data.

We may use algorithms and other automated means to implement any of the above.

Whenever we process your data for one of these purposes, we have determined that one or more of the following lawful bases apply:

- Performance of a contract;
- Legitimate commercial interest;
- Compliance with a legal obligation; or
- Consent

If you require further information about the balancing test that Left-Eye Productions has undertaken to justify its reliance on legitimate interest as a lawful basis of processing, see **Section 13** for information on how to contact us.

## 5. With Whom We Share Your Data

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We share data with third parties as follows:

- **With your consent:** We may share your data with third parties where we have obtained your express consent to do so.
- **Authorized vendors:** We may share your data with third-party vendors that help us operate our services, process orders, and comply with your instructions and our contractual obligations. This includes payment processors, content delivery networks (CDNs), cloud-based hosting services, monitoring services, email service providers, quality assurance and testing vendors, fraud and abuse prevention vendors, customer relations management (CRM) vendors, and shipment vendors.
- **Advertising:** We may share your data with advertising companies to display relevant ads to you.
- **Authorized vendors:** We may share your data with third-party vendors that help us operate our services, process orders, and comply with your instructions and our contractual obligations. This includes payment processors, content delivery networks (CDNs), cloud-based hosting services, monitoring services, email service providers, quality assurance and testing vendors, fraud and abuse prevention vendors, customer relations management (CRM) vendors, and shipment vendors.
- **Analytics:** We may share your data with analytics providers which help us understand how customers are using our services.
- **Affiliates and advisors:** We may share your data with our auditors and advisors for planning, financial reporting, accounting, auditing, tax filings, and legal compliance. We may share your data with our affiliates to the extent necessary to provide you with the services ordered.
- **Certain legal situations:** We may share your data where we believe disclosure is necessary to comply with a legal obligation or in connection with a corporate transaction as discussed in Section 6.
- **Aggregated or anonymized information:** We may publicly disclose non-personal aggregated or anonymized information such as our number of visitors and registered users.

We use reasonable efforts to vet vendors for their privacy and data security practices. We require that such vendors agree to protect the data we share.

## 6. Legal and Safety-Related Disclosures

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We may disclose your data in response to official requests (e.g., court orders, subpoenas, search warrants, national security requests, etc.) ("requests") that we receive from government authorities or parties to legal proceedings.

We may disclose user data where we reasonably believe that someone's life is at risk. For example, if we become aware of a person threatening to commit suicide, we may share that person's data with appropriate entities that may have the ability to help.

We may disclose user data to report suspected crimes.

We may disclose user data in situations involving legal claims against us or one of our users.

We may share your data with potential transaction partners, advisors, and others in the event our company is, in whole or part, acquired by a third party. In such case, we will use reasonable efforts to require the acquiring entity to comply with this Privacy Policy.

## 7. Data Retention

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We retain your data for as long as you have an account. When you close an account, we will delete its content. We may retain logs of automatically collected information (for internal analytics and security purposes); your email address; communications with you. When we no longer have a business reason for retaining data, we will delete or anonymize it.

If we receive legal process pertaining to your account, we will retain your data for as long as we in good faith believe is necessary to comply with the legal process. Similarly, if we believe that your account has been involved in wrongdoing, we may preserve your data to defend or assert our rights.

## 8. Your Privacy Choices

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We enable you to make numerous choices about your data:

- You may choose not to provide us with certain information. For example, you may choose not to create an account or not to provide optional account information.
- You may change or correct information voluntarily submitted to us. We encourage you to keep your data current by viewing your settings page.
- You may limit the use of cookies. See our Cookie Policy for options.
- You may close your account (which will delete access to all videos).

## 9. Communications from Us

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### Emails

If you create an account, you may receive commercial emails from us. This includes newsletters and offers. You may always opt out from receiving commercial messages in your account settings. Please note that any opt-out request may take several days to process and you will continue to receive transactional emails from us (e.g., emails confirming transactions and/or providing information about your account).

### Mobile Device Communications

We may, with your consent, send push notifications in our apps (once these are developed). You may disable these by declining them or changing the app's settings. To the extent provided, we may, with your consent, send SMS messages to your mobile telephone for authentication and security purposes. You may opt out of receiving such messages at any time.

## 10. Protecting Your Information

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We use physical, technical, and organizational security measures to safeguard your data from unauthorized or accidental disclosure. Despite these efforts, no information system can be 100% secure, so we cannot guarantee the absolute security of your information. Users also have a role to play in keeping their data safe. We encourage you to use a unique and hard-to-guess password for your account and to not share it with others. You should only grant access rights to people who you know and trust, and, even then, you should be careful in granting all access rights. You should monitor your account regularly. If you believe that someone has gained access to your account without your permission, please contact us immediately so that we can investigate.

## 11. Third-Party Services

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We may provide links to online services that we do not own or operate. These services fall outside of this Privacy Policy and we have no control over the data they collect. For example, if you click on an advertisement, you may be taken to the advertiser's website. Once on a third-party site, your data may be collected by others. We encourage you to read the privacy policies of such services before using them.

## 12. International Data Transfers and Certain User Rights

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### 12.1 Location of Data

Left-Eye Productions is based in South Africa. We provide services globally using computer systems, servers, and databases located in South Africa and other countries. When you use our services from outside of South Africa, your information may be transferred to and processed in South Africa. Please note that our data and privacy laws may not be as comprehensive as those in your country. Residents of certain countries may be subject to additional protections as set forth in **Sections 12.2** and **12.3** below.

## 12.2 GDPR (EEA Users)

This **Section 12.2** applies only to natural persons residing in the European Economic Area (for the purpose of this section only, "you" or "your" shall be limited accordingly). It is Vimeo's policy to comply with the EEA's General Data Protection Regulation (GDPR). In accordance with the GDPR, we may transfer your personal information from your home country, or other countries, based upon the following legal bases:

- Legitimate business interests: We could not provide our services or comply with our legal obligations without transferring your personal information.
- Our use of Standard Contractual Clauses (also known as "Model Clauses") where appropriate.
- Our certification and adherence to the EU-U.S. and Swiss-U.S. Privacy Shield frameworks, as described further below.

You have the right to: opt out of non-essential cookies; access, correct, delete, restrict, or object to our use of your personal information; be forgotten; port your data; and withdraw consents. We enable exercise of these rights primarily through our services (which we reserve the right to modify). For example, we allow users to change their information, download their videos, and close their accounts. We also fulfil our obligations in response to direct requests. We will endeavour to process requests within one month. Please note that we may not be able to comply with requests to the extent that they would cause us to violate any law or infringe any other person's rights. We reserve the right to request appropriate identification. We will process requests free of charge unless they would impose an unreasonable cost on us.

If you have a request, complaint or inquiry, please contact us at the address listed in **Section 13**. We are committed to working with you to obtain a fair resolution of any issue. You also have the right to file a complaint with the supervisory data protection authority of your jurisdiction.

## 13. How to Contact Us

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For any questions, inquiries, or complaints relating to your privacy, please contact us at:

**Left-Eye Productions.**

129 2<sup>nd</sup> Avenue

Melville

2092

South Africa

[andy@left-eye productions.com](mailto:andy@left-eye productions.com)

# Left-Eye Productions Cookie Policy

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Last Updated: 15 March 2020

Left-Eye Productions ("**Left-Eye Productions**", "**we**", or "**us**") uses cookies and similar tracking technologies on threeinfantsobserved (and related sites). By using our website, you consent to the placement and use of cookies and similar technologies on your device. This Cookie Policy forms part of the Privacy Policy.

## COOKIES CONTENTS

### [Cookie Basics](#)

### [Cookies Found on Left-Eye Productions Service](#)

## [Changing Your Cookie Preferences](#)

## [Similar Technologies](#)

# Cookie Basics

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A cookie is a small text file that is stored in your web browser that allows Left-Eye Productions or a third party to recognize you using a unique identifier.

**Who sets them:** First-party cookies are set by Left-Eye Productions. Third-party cookies are set by companies other than Left-Eye Productions, such as analytics providers and advertisers.

**What they do:** "Essential" cookies enable services we offer. "Non-essential" cookies help us understand how our services are being used (i.e., analytics) and deliver advertisements. Some cookies may track you across multiple websites you visit (including ones not operated by us) to help deliver advertisements that may be relevant to you.

**How long they last:** Cookies may be either "session" or "persistent." A session cookie expires (i.e., is deleted) when you close your browser. A persistent cookie remains until it expires or you delete the cookies via your browser settings. Expiration dates are set in the cookies themselves and may vary in length, depending on the purpose of the cookie.

# Cookies Found on Left-Eye Productions Service

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We use all types of cookies in our web-based services.

**Left-Eye and threinfantsobserved websites:** When you visit a Left-Eye Productions website, Left-Eye Productions and third parties will set cookies in your browser. We set essential cookies to enable certain features and remember your preferences. For example, cookies keep you logged in and allow you to purchase items. Third parties set cookies for both essential and non-essential purposes including analytics (e.g., Google Analytics) and advertising (e.g., Google DoubleClick for Publishers).

# Changing Your Cookie Preferences

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You may limit the cookies set in your browser by taking the steps described below. Note that declining cookies may impact your ability to use our services.

**Browser settings:** You may change your browser's settings to delete cookies that have already been set and to reject new cookies. To learn more, visit the help pages of your browser:

- [Firefox](#)
- [Chrome](#)
- [Safari](#)
- [Microsoft Edge](#)
- [Internet Explorer](#)

You may also visit our site in your browser's "private" or "incognito" mode, in which case cookies will be set, but deleted when you close browser.

**Third party advertising opt-outs:** Certain third parties provide ways to opt out of advertising cookies across multiple sites. You can learn more by visiting the sites of the Network Advertising Initiative (<https://optout.networkadvertising.org>) or the Digital Advertising Alliance (<https://www.aboutads.info>). In addition, there are third party plug-ins and apps that help manage cookies.

**Google cookies:** Google provides ways to manage or opt out certain of its advertising cookies (<https://adssettings.google.com>) and analytics cookies (<https://tools.google.com/dlpage/gaoptout>). You may read Google's Privacy Policy at <https://policies.google.com/privacy>.

## Similar Technologies

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We may use technologies that resemble cookies to help track user activities and preferences. For example, we may use web beacons (tiny graphics with a unique identifier embedded on web pages or emails) to track your activities and communicate with cookies. You cannot opt out of web beacons used on webpages, but you can limit their use by opting out of the cookies they interact with. You can opt out of web beacons used in emails by setting your email client to render emails in text mode only.