

Terms and Conditions

a service of MAX Sports Health, Inc

Statement of Rights and Responsibilities

If you are a competitor to MAX Sports Health, Inc or are developing a competing service, you are not authorized to access or otherwise use the Service or access Site Content or make any User Submissions.

- **Your Acceptance of Terms of Use.** The website www.maxsportshealth.com along with any online service location that posts a link to these Terms of Use (collectively, the "Site") is provided by MAX Sports Health, Inc, Inc d/b/a SportsYou ("**MAX Sports Health, Inc**"). Throughout these terms and conditions of use, the words "**we**," "**us**," and "**our**" refer to MAX Sports Health, Inc and its corporate affiliates, and the words "you" and "your" or "User" refer to the User visiting and using the Site and/or contributing content on the Site. These terms and conditions of use ("**Terms of Use**") set forth the legally binding terms for your use of the Site (including both mobile and online versions). It also applies to your use of all features, widgets, plug-ins, applications, content downloads and/or other services that (i) we own and control and make available through the Site, or (ii) that post a link to these Terms of Use (collectively with the Site, the "**Service**"). It applies regardless of how you access or use the Service, whether via personal, school or institutional computers or networks, mobile devices or otherwise. By accessing or using the Service in any manner, you signify your or your student's, player's, child's or teenager's agreement to: (i) these Terms of Use; (ii) the Privacy Policy; and (iii) any other legal notices, usage rules, conditions or guidelines located within the Site. If you do not agree to any of these Terms of Use or the Privacy Policy, please do not use the Service and exit now. If you wish to have an account and become a registered user of the Service, communicate with other administrators, or team or school members who are users, and make use of certain Services or features on the Service, you must read these Terms of Use and indicate your acceptance of them during the registration process.

The business realities associated with operating the Service are such that, without the limitations that are set forth in these Terms of Use (e.g., your grants and waivers of rights,

the limitations on our liability, your indemnity of us, and the arbitration of certain disputes) we would not make the Services available to you.

- **Important Legal Information About Privacy.** The terms and conditions of MAX Sports Health, Inc's Privacy Policy, which is available at <https://www.maxsportshealth.com>, apply to your use of the Service, form an integral part of your agreement with us, and are incorporated by reference into these Terms of Use. You should read and understand the Privacy Policy carefully before you use our Service because by using the Service you will be agreeing to everything in these Terms of Use, including the terms and provisions contained in our Privacy Policy. You should review the Privacy Policy from time to time to see if and how it may have changed. We reserve the right to change the Privacy Policy from time to time without advance notice to you. We may post or display notices of changes to the Privacy Policy on the Site or may notify you of such changes.
- **Modification to These Terms of Use and Our Site.** We may add to, update, delete from or modify the Service at any time in our sole discretion. We reserve the right, at any time and from time to time, for any reason and in our sole discretion, to change the Terms of Use. We may post or display notices of changes to the Terms of Use or Service on the Site or may notify you of such changes. However, once posted, any changes to the Terms of Use become effective immediately. If any change that we make is not acceptable to you, promptly stop using the Service. Any use by you of the Service after any changes to our Terms of Use become effective will signify your agreement to be bound by those changes. You should check back regularly and review these Terms of Use so that you are aware of the most current rights and obligations which apply to your agreement with us. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits to you.
- **MAX Sports Health, Inc Service; Site.**
 - These Terms of Use apply to all users of the Service, including users who are also administrators, have administrative privileges or are registered members of a particular portion of the Site. The Site includes all aspects of and pages within www.maxsportshealth.com or any mobile application. The Site Content (defined below) is provided as a courtesy to our users and is intended for general, informational and educational purposes only. All information from this Site is subject to change without notice. MAX Sports Health, Inc permits you to access and use the Site Content for personal, non-commercial purposes only. You may not, however, copy any of the Site Content onto your own web server or other applications for any reason without our prior written permission in each instance.

- The Site may contain links to third-party web sites that are not owned or controlled by MAX Sports Health, Inc. Some of these may be provided by MAX Sports Health, Inc, Administrators or other Users. MAX Sports Health, Inc has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party web sites. In addition, MAX Sports Health, Inc is unable and unwilling to censor or edit the content of any third-party web site. Accordingly, we encourage you, when you leave the Site, to read the terms and conditions and privacy policy of each web site or mobile application that you visit. If you decide to access any other sites or mobile applications linked to our Site, you do so entirely at your own risk. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY SITES YOU MAY VISIT, INCLUDING, WITHOUT LIMITATION ANY TEAM, SCHOOL, LEAGUE OR OTHER SITES.
- MAX Sports Health, Inc encourages you to carefully choose the information you upload or post on the Site and provide to others since any User Submissions (defined below) may be accessible and viewable by other users, administrators, persons with administrative privileges and by other registered users of the Site. You are strictly prohibited from uploading or posting any information, data or photographs that are false, misleading, defamatory, inaccurate, derogatory, harassing, threatening, abusive, invasive of privacy or publicity rights, contain nudity or otherwise contain unlawful, obscene, lewd, sexually explicit or other subject matter that may be found objectionable by others or that contain any virus or malware.
- Although MAX Sports Health, Inc has no obligation to screen, edit or monitor any of the user Submissions posted to or distributed through the Site, MAX Sports Health, Inc reserves the right to censor, remove, edit or reject any User Submissions at any time, in its sole discretion. Administrators also have the right and power to censor, remove, edit or reject any User Submissions at any time, in the Administrator's sole discretion. Furthermore, MAX Sports Health, Inc and the applicable Administrator may restrict, suspend or terminate any User's and MAX Sports Health, Inc may restrict, suspend or terminate any administrator's access to all or any part of the Site at any time, for any or no reason, with or without notice to users, schools, administrators, leagues, teams or others and with no liability to MAX Sports Health, Inc whatsoever. MAX Sports Health, Inc and the Page Administrator may refuse or remove a User Submission without notice to you.

- If a User Submission is removed from the Service, (i) the User Submission may still exist in our backup or archive copies, which are not publicly available, (ii) Administrators, other team members, parents, team, league and school district, school administrators, Page Administrator and other Users that had access to a User Submission may have retained copies of your User Submissions, and neither MAX Sports Health, Inc nor any of our affiliates have any responsibility for any uses of your User Submission that they might make. Further, MAX Sports Health, Inc retains the license granted to it by you when you first made your User Submission and can continue to use your User Submissions in derivative works created before it was deleted. In addition, MAX Sports Health, Inc will remain free to complete the creation of derivative works and thereafter exploit that derivative work for all purposes and at all times.
- A portion of the Service dedicated to a team, league or school or other organization (an "**Official Page**") will be administered only by an authorized representative of that team, league, school or organization. Only MAX Sports Health, Inc may establish an Official Page. Each team, league, school or organization (the "**Organization**") will designate an Official Page administrator identified to MAX Sports Health, Inc (a "**Page Administrator**"). The Organization may designate one or more Page Administrators and may change Page Administrators in its sole election, provided that each Page Administrator or successor is identified to MAX Sports Health, Inc and is knowledgeable in administering social network and community sites. The Page Administrator is solely responsible for restricting access to the Official Page to appropriate users of the team, league, school or other organization and for adopting and administering appropriate policies and "Community Standards."
- You acknowledge that the Site may contain inaccuracies or typographical errors or omissions. MAX Sports Health, Inc is not responsible for any inaccuracies, omissions, typographical, pricing, product information, graphics, images, videos, text, advertisements or endorsements by or posed by any User or Administrator. No advertisements are permitted to be posted by Administrators or Users. All such advertisements are prohibited. Product and other endorsements are discouraged. If an Administrator or User makes any product or service endorsement, the Administrator or User is solely responsible for the content and must disclose if he, she or it is being paid for the endorsement or is receiving

anything of value in connection with the endorsement. All advertisements and endorsements are solely User Submissions.

- You acknowledge that MAX Sports Health, Inc may establish limits from time to time concerning use of the Service, including the number of days that User Submissions will be retained by the Service, the maximum number and size of postings email messages, or other Site Content that may be uploaded, transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that MAX Sports Health, Inc has no responsibility or liability for the deletion or failure to store User Submissions and Site Content. You agree that MAX Sports Health, Inc may, in its sole discretion, at any time, and from time to time, modify or discontinue the Service (or any part thereof) with or without notice, and that MAX Sports Health, Inc shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. There is no guaranty of continuous service of the Site or the Service.
- **Access.**
 - MAX Sports Health, Inc hereby grants to you a limited, personal, non-exclusive, non-transferable, fully revocable license to use and access those portions of the Service made available to you as a result of your, your school's, your child's, your teenager's or your or their teams' or leagues participation as set forth in these Terms of Use. You agree that you will not: (i) use any meta tags or any other "hidden text" utilizing any Marks; (ii) to the maximum extent permitted by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service or to access it in order to modify or change any User Submissions, or copy any ideas, features, content, functions or graphics of the Service; (v) engage in any activity that interferes with a User's access to the Site or to the Service or the proper operation of the Service, or otherwise causes harm to the Service, MAX Sports Health, Inc, or other users of the Service; (vi) interfere with or circumvent any security feature of the Site or Service or any feature that restricts or enforces limitations on use of or access to the Service, the Site Content or User Submissions; (vii) use the Service if you are a convicted sex offender or otherwise required to be listed on a sex offender registry in any jurisdiction; (viii) use our copyrights, Marks or any confusingly similar marks, except as expressly permitted in writing by us in each instance; (ix) use the service marks, logos, copyrights or trademarks of any school, team, league or team

or league sponsor without permission from such third party or otherwise in accordance with their policies concerning such uses; (x) post or make any User Submission that includes any virus or malware; or (xi) otherwise violate these Terms of Use or any applicable laws.

- In order to access some features of the Service, such as Official Pages the Page Administrator(s) will need to create a registered account. Such account will provide such administrator or coach with the ability to invite coaches, parents and players to such Official Pages by providing them with an invitation containing a link with a token enabling the invitees to establish a login and password (an individual's "**Credentials**"). You are prohibited from using another member's account, or Credentials, share your account Credentials with any other person, User or entity, or do anything else that might jeopardize the security of the Service, your account or information concerning any Administrator, User, team, school or league. You shall not transfer your account or your Credentials to anyone without first getting our written permission in each instance. When creating your account, you agree that you will provide current, complete and accurate information, and you agree that you will update your account information as necessary to keep it current, complete and accurate. You are solely responsible for the activity that occurs on your account, and you are responsible for keeping your account password secure. You must notify MAX Sports Health, Inc immediately of any breach of security or unauthorized use of your account by contacting us at support@[maxsportshealth.com](mailto:support@maxsportshealth.com). Although MAX Sports Health, Inc will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses incurred by MAX Sports Health, Inc or others due to such unauthorized use. **If you are a parent of a minor who will have access to the Service, by registering or permitting your child to register or to use the Site, you consent to the use of the Service by such minor and agree to be responsible for such minor's activities and actions on the Site or relating to the Service.**
- You agree that neither you nor your child will use the Service offered through the Site: (i) in connection with any commercial activities and/or sales, including without limitation advertising, solicitations for donations, contests, sweepstakes or pyramid schemes, without MAX Sports Health, Inc's prior written consent in each instance, (ii) to promote information that you know is false or misleading or to promote or engage in illegal activities or conduct that is abusive, harassing,

threatening, obscene, defamatory or libelous, (iii) to engage in or promote any criminal activity or enterprise, including without limitation, harassment, stalking, copyright infringement, trademark infringement, patent infringement, or theft of trade secrets, (iv) to solicit personally identifying information for commercial or unlawful purposes, (v) to advertise to, solicit, or sell to any person without their prior explicit advance consent, (vi) to harvest or collect personally identifiable information such as e-mail addresses, account names, telephone numbers, dates of birth, physical addresses, User names, passwords or other contact information of users, administrators or members for purposes of sending unsolicited communications or commercial solicitations, (vii) to bully, persecute, oppress, badger, browbeat, tyrannize, harass, torment, coerce, pressure, strong-arm, dominate; or otherwise intimidate another person (whether or not a minor), (viii) to use or launch any automated system, including without limitation, "robots," or "spiders," that accesses the Site in a manner that sends more request messages to the MAX Sports Health, Inc servers in a given period of time than humanly possible in the same period by using a generally available public web browser. In order to protect third parties and other users from such prohibited conduct, MAX Sports Health, Inc reserves the right to restrict, in its sole discretion, communications which a User may send through the Service.

- **Intellectual Property Rights.**

The content on the Site, except all User Submissions (as defined below), including without limitation, the materials, descriptions, FAQs, newsletters, bulletins, surveys, polls, literature, software, scripts, graphics, photos, interactive features, products, services and the like ("**Site Content**") and the trademarks, service marks and logos contained therein ("**Marks**"), are owned by or licensed to MAX Sports Health, Inc, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. You in no way will obtain any ownership interest or rights in the Site Content or Marks contained on the Site. Site Content is provided to you "AS IS" for your information and personal or educational use only and may not be reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. MAX Sports Health, Inc reserves all rights not expressly granted in and to the Site and the Site Content. If you download or print a copy of the Site Content for personal or educational use, you must retain all copyright and other proprietary notices contained therein. You

agree not to circumvent, disable or otherwise interfere with any security related features of the Site or features that prevent or restrict use or copying of any Site Content or User Submissions or enforce limitations on use of the Site or the Site Content or User Submissions therein.

- **User Submissions**

- The Service may permit the submission of certain user-generated text, information, data, audio, video, photographs, files or other content (“**User Submissions**”). User Submissions posted to the Official Sites may be viewed by MAX Sports Health, Inc and viewed by Administrators, and by team, league and school officials, as well as other registered Users granted access to the Official Site by the Administrator. It may also be viewed by others to whom a registered User, Administrator, team official, league official or school official may have sent copies of the posting. You understand and acknowledge that MAX Sports Health, Inc does not guarantee any confidentiality with respect to any User Submissions.
- You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and warrant to MAX Sports Health, Inc, each Administrator and each other User on the Site that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize MAX Sports Health, Inc to use all copyrights, trademarks, trade secrets, patents or any other proprietary rights in and to your User Submissions to enable inclusion and use of such User Submissions in the manner contemplated by the Service and these Terms of Use; (ii) the posting or publication of your User Submissions on or through the Site does not and will not violate any confidentiality obligations between you and any person or organization or the privacy rights, publicity rights or other rights of any person; and (iii) you have the written consent, release, and/or permission of each and every identifiable person, school, team, institution or organization in your User Submission to use the name or likeness of each and every such identifiable person, school, institution or organization to enable inclusion and use of the User Submissions in the manner contemplated by the Service and these Terms of Use. You further affirm, represent and warrant that your User Submissions will contain no nudity or sexually explicit content and are not lewd, obscene, defamatory or libelous in any manner whatsoever.
- As between you and MAX Sports Health, Inc, you will retain all ownership rights in your User Submissions. By submitting a User Submission to us, you hereby grant to

MAX Sports Health, Inc a perpetual, worldwide, nonexclusive, royalty-free, fully-paid-up, sublicenseable and transferable license to use, post and store your User Submissions on our Site and servers and publish, distribute, publicly perform, create derivatives of and display such User Submissions in connection with the Service and MAX Sports Health, Inc's (and its successor's or affiliates) business, including without limitation the right to modify and adapt the User Submission and distribute such User Submissions to other users and third parties for promotional or other purposes in any media formats and through any media channels now known or hereinafter created. In addition, by submitting a User Submission to MAX Sports Health, Inc you hereby grant MAX Sports Health, Inc the right to use your and image name, your child's name and image, if applicable, institution name and information in connection with such User Submission. You further hereby waive any and all moral rights and all rights of a similar nature in any jurisdiction in your User Submission.

- In connection with User Submissions, you further agree that you will not: (i) publish falsehoods or misrepresentations that could damage MAX Sports Health, Inc, any team, league, administrator, User or any third party; (ii) submit material that is pornographic, hateful, intimidating, racially or ethnically offensive, or constitutes or encourages conduct that would be considered a criminal offense of any federal, state or local law, give rise to civil liability, or is otherwise inappropriate; (iii) post advertisements or solicitations of business, including any "junk mail" or "spam," (iv) impersonate another person, school, institution or organization or falsely state or otherwise misrepresent yourself, your age or your affiliation with any third party, school, institution, organization or person; (v) upload, post, store or otherwise make available any virus, bug, Trojan horse or other computer file or program that is capable of destroying, interrupting or interfering with or limiting the functionality of the Service or any server, computer hardware, software or equipment. MAX Sports Health, Inc does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and MAX Sports Health, Inc expressly disclaims any and all liability in connection with User Submissions. MAX Sports Health, Inc does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and MAX Sports Health, Inc will remove all Site Content and User Submissions if properly notified that such Site Content or User Submission infringes on another's intellectual property rights. MAX Sports Health, Inc reserves the right to decide

whether Site Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, violations of rights of publicity or privacy or excessive length. MAX Sports Health, Inc may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion. In order to cooperate with legitimate governmental requests, court orders or subpoenas, to protect MAX Sports Health, Inc's systems and other users, and to ensure the integrity of MAX Sports Health, Inc's business and systems, MAX Sports Health, Inc may access and disclose any information that it considers necessary or appropriate, including, without limitation, Personal Data (as defined in the Privacy Policy) or other User data, IP address and traffic information, usage history, and User Submissions.

- MAX Sports Health, Inc is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to such User Submissions. You understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and that as a provider of interactive services MAX Sports Health, Inc is not liable for any statements, representations or User Submissions provided by users of the Service. Parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that you deem inappropriate or is harmful to minors.
- **Digital Millennium Copyright Act**
 - Notification. If you are a copyright owner or an agent thereof and believe that any User Submission or other Site Content infringes upon your copyright, you may submit a written notification pursuant to the Digital Millennium Copyright Act ("DMCA") (see 17 U.S.C. 512(c)(3) for further information) by providing our Copyright Agent (listed below) with the following information: (i) an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) a description of the copyrighted work claimed to have been infringed or if multiple copyrighted works are covered by a notification, a representative list of such works at our Site; (iii) a description of the location on the Site of the allegedly infringing material(s); (iv) your address, telephone number, and e-mail address; (v) a written statement that you have a good faith belief that use of the material(s) in the manner complained of is not

authorized by the copyright owner, its agent, or the law; and (vi) a written 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.

MAX Sports Health, Inc's designated Copyright Agent for notice of claims of infringement is:

MAX Sports Health, Inc, Inc.

email: support@[maxsportshealth.com](mailto:support@maxsportshealth.com)

Only notices of alleged copyright infringement should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to MAX Sports Health, Inc customer service at support@[maxsportshealth.com](mailto:support@maxsportshealth.com). You acknowledge that if you fail to comply with all of the notice requirements of the DMCA, your notice may not be valid.

- Counter-Notification. If you believe that any User Submission of yours that was removed is not infringing, or that you have the appropriate rights from the copyright or owner of the trademark, service mark or other intellectual property rights or third party, or pursuant to the law, to post and use the material in your User Submission, you may send a counter notification containing the following information to the Copyright Agent: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled; (iii) a statement (under penalty of perjury) that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the material; and your name, address, telephone number, and e-mail address, along with a statement that you consent to the jurisdiction of the United States federal court in the commonwealth or state you are located or of the United States District Court for the Eastern District of New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter notification is received by the Copyright Agent, MAX Sports Health, Inc

shall send a copy of such counter notification to the original notifying party. The original notifying party shall have ten (10) business days to file an action for copyright infringement and seek a court order against the content provider or User posting such material. If no such infringement action is filed within such 10 business days, MAX Sports Health, Inc may, in its sole discretion, reinstate the removed material or cease disabling such material.

- In accordance with the DMCA and other applicable law, MAX Sports Health, Inc shall, in appropriate circumstances, terminate access, at MAX Sports Health, Inc's sole discretion, of any User that MAX Sports Health, Inc finds to be a repeat infringer of others copyrights. MAX Sports Health, Inc may also, in its sole discretion, limit or fully terminate access to the Service of any User infringing the intellectual property rights of others, regardless of whether such User is repeat offender or not.
- **Member Disputes.** You are solely responsible for your interactions with other Users or members of the Service and the administrator of that portion of the Site where you are given access, as well as with the team, league and school related thereto. MAX Sports Health, Inc reserves the right, but has no obligation, to monitor disputes between you and other users, administrators, teams, leagues or schools.
- **Warranty Disclaimer.** You agree that your use of the Service shall be at your sole risk. To the fullest extent permitted by law, MAX Sports Health, Inc, its officers, directors, employees, affiliates and agents disclaim all warranties, express or implied, in connection with the Service and your use thereof. MAX Sports Health, Inc makes no warranties or representations about the accuracy or completeness of the Site Content or User Submissions or the content of any sites linked to the Site and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Service, Site Content or User Submissions, (iii) any unauthorized access to or use of our secure servers and/or any and all personal, institutional, technical, financial or other information stored therein, (iv) any interruption or cessation of transmission to or from our Service, (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through our Service by any third party, and/or (iv) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available via the Service. MAX Sports Health, Inc does not warrant, endorse, guarantee, or assume

responsibility for any product or service advertised or offered by any third party through the Service or any hyperlinked web site. Certain states limit the scope of disclaimers. Accordingly, these limitations may not apply to you.

- **Limitation of Liability. IN NO EVENT SHALL MAX Sports Health, Inc, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (EVEN IF MAX Sports Health, Inc HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE SITE CONTENT OR USER SUBMISSIONS, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, SITE CONTENT, OR USER SUBMISSIONS, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL, INSTITUTIONAL, TECHNICAL OR OTHER INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, OR (IV) ANY ERRORS OR OMISSIONS IN ANY SITE CONTENT OR USER SUBMISSIONS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY SITE CONTENT OR USER SUBMISSIONS POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT MAX Sports Health, Inc IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES, POSTINGS OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICE OR SITE OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICES OR THE SITE OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. Certain states limit the scope of disclaimers. Accordingly, these limitations may not apply to you. You acknowledge that MAX Sports Health, Inc shall not be liable for User Submissions or any defamatory, offensive, bullying, harassing or illegal conduct of any other User, administrator, school, team or league, or any third party and that the risk of harm or damage from the foregoing rests entirely with you.**

- **Indemnity.** You agree to defend, indemnify and hold harmless MAX Sports Health, Inc, its members, managers, employees, agents and affiliates, and their respective officers, directors, managers, employees and agents (collectively, "**MAX Sports Health, Inc Indemnitees**") from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's and accountant's fees) arising from: (i) your use of and access to the Service, including any User Submissions or Site Content; (ii) your violation of any term of these Terms of Use or the documents or policies referenced herein; (iii) your violation of any third-party right, including without limitation any copyright, property, publicity or privacy right; (iv) any claim that one of your User Submissions caused damage to a third party; or (v) your violation of any law. This defense and indemnification obligation will survive these Terms of Use and your use of the Service. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify MAX Sports Health, Inc Indemnitees.
- **Wireless Capabilities**
 - **Wireless Features.** The Service may offer certain features and services that are available to you via a wireless or mobile device. These features and services may include the ability to access the Service's features and upload content to the Service, receive messages from the Service (the "**Wireless Notifications**"), and download applications to your wireless device (the "**Wireless App**") (collectively, "**Wireless Features**"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features, for which you are solely responsible. Fees and charges may appear on your wireless bill or be deducted from your prepaid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues. Account information and features may be limited when using the Wireless Features.
- **Terms of Wireless Features.** You agree that some of the Wireless Features for which you are registered may send communications via such features or apps to your device regarding MAX Sports Health, Inc, MAX Sports Health related matters or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Notifications, then you agree to notify MAX Sports Health, Inc of any changes to your wireless contact information (including phone

number) and update your accounts on the Service to reflect the changes. Your device must have text messaging capability to use any Wireless Notifications. To stop using other Wireless Features, you may need to update your Account settings and/or delete the Wireless App from your device. By opting into any Wireless Features you represent that you are the owner of the device and that you are at least eighteen years old.

- **Assignment.** These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by MAX Sports Health, Inc without restriction. Assignments made without MAX Sports Health, Inc's consent are void.
- **Dispute Resolution; Informal Resolution AND Formal Resolution by Arbitration/Class Action Waiver**

In order to expedite and control the cost of disputes, you and MAX Sports Health, Inc agree that any legal or equitable claim regardless of whether based in contract, tort, strict liability or otherwise relating to or arising out of any use of the Service (referred to as a "Claim") shall be resolved as follows:

- **Information Resolution.** You and MAX Sports Health, Inc will first attempt to resolve any Claim informally. In the event that any dispute between MAX Sports Health, Inc and you arises out of or relates to use of the Service, these Terms of Use or to breach or enforcement, interpretation or validity of these Terms of Use, you and we agree to try to promptly resolve any such dispute informally through direct contact. Please send a written notice describing the dispute to:
support@maxsportshealth.com
- **Formal Resolution by Arbitration; Class Action Waiver.**

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION

BEFORE A JUDGE OR A JURY AND TO TAKE AN APPEAL. You agree that any dispute, controversy or Claim arising out of or relating to these Terms of Use, the applicability of these Terms of Use as to the use of the Service, or to breach or enforcement, interpretation or validity of these Terms of Use, or the determination of the scope or applicability of arbitration shall be governed solely by the Federal Arbitration Act.

If you and MAX Sports Health, Inc cannot resolve a Claim informally, any Claim asserted by either party will be resolved only by binding arbitration. By agreeing to

arbitration, both you and MAX Sports Health, Inc understand and agree that all disputes shall be decided by an arbitrator and that you are waiving your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both you and MAX Sports Health, Inc each agree to settle disputes (except certain small claims) only by arbitration. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A TRIAL BEFORE A JUDGE OR BEFORE A JURY AND RIGHT TO APPEAL THE DECISION OR AWARD MADE BY THE ARBITRATOR(S).** The rules in arbitration are different from those in court proceedings. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in these Terms of Use as a court would.

- The arbitration will be conducted under the American Arbitration Association Streamlined Arbitration Rules & Procedures ("**AAA Rules**") and under the terms and rules set forth in these Terms of Use. If there is a conflict between AAA Rules and the rules set forth in these Terms of Use, the rules set forth in these Terms of Use will govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to the law of the governing state. You and MAX Sports Health, Inc agree to pay the costs of the arbitration proceeding provided however that if you are a consumer you shall not be required to pay more than \$250.00 of the fees or such amount as the AAA Rules may later prescribe. All other fees, such as attorneys' fees and expenses of travel to the arbitration, will be capped for MAX Sports Health to \$500. The arbitration will be held in NY State. To initiate arbitration, you or MAX Sports Health, Inc must do each the following:
 - Write a demand for arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered.
 - Send one copy of the Demand for Arbitration to the other party.

Special Rules in the arbitration proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) Neither you nor MAX Sports Health, Inc shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. **THIS MEANS THAT**

YOU WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER. Accordingly, you and MAX Sports Health, Inc agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of this dispute resolution provision if it finds such provision unenforceable, except for the prohibition on class, representative and private attorney general arbitrations. Notwithstanding the obligation to arbitrate all Claims under these Terms of Use, you may assert an individual Claim in small claims court in lieu of arbitration.

- **Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

MAX Sports Health, Inc and you agree that disputes, claims or controversies will be resolved on an individual basis, and that any claims brought under these Terms of Use in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. MAX Sports Health, Inc and you further agree that MAX Sports Health, Inc and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms of Use or in connection with the Service.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in New York.

The terms of this provision will also apply to any claims asserted by you against any parent or affiliated company of MAX Sports Health, Inc to the extent that any such claims arise out of your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Site.

- **Limited Time to File Claims:** You and MAX Sports Health, Inc agree that any Claim arising out of your use of the Service will be asserted within one (1) year after the Claim first arises, or such Claim will be barred and may no longer be brought.
- **Exclusions and Limitations; Consumer Protection Notice:** If you are a consumer, the provisions in these Terms of Use are intended to be only as broad and inclusive as is

permitted by the laws of your State of residence. If you are a New Jersey consumer, the terms of Sections 21 do not limit or waive your rights as a consumer under New Jersey law or under the law of your State of residence, and the provisions in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey or of your State of residence. In any event, MAX Sports Health, Inc reserves all rights, defenses and permissible limitations under the law of your State of residence.

Notwithstanding the foregoing, nothing in this Section 19 shall modify Subsections 16(B) and 17 ("Formal Resolution by Arbitration/Class Action Waiver" and "Class Action Waiver").

- **No Spam Policy.** You understand and agree that sending unsolicited email advertisements to users or administrators, which are expressly prohibited by these Terms of Use, may use or cause to be used servers located in New York or California, or both. Any unauthorized use of our servers or systems for spamming is a violation of these Terms of Use and may also be a violation of certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.), Sections 5(a)(3) and (5) of the CAN-SPAM Act of 2003; Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her parents and agents to civil and criminal penalties.
- **Governing Law, Location, Entire Agreement.** These Terms of Use shall be governed by the Federal Arbitration Act 9 U.S.C. Sections 1-16, and by the laws of the State of New York applicable to agreements made and to be performed entirely in such state. Choice of law rules that might cause the application of the laws of any other jurisdiction shall not apply. The applicable federal laws of the United States of America, including, without limitation, the Federal Arbitration Act shall also apply unless they permit state law to apply instead of the applicable federal law. Subject to the arbitration provisions set forth herein, you hereby submit to the jurisdiction of the Supreme Court of the State of New York, sitting in the County of Nassau, and the United States District Court for the Eastern District of New York sitting in Brooklyn, New York in aid of arbitration and for purposes of compelling arbitration and enforcing any award or interim award of the Arbitrator(s). Subject to the arbitration provisions set forth herein you and we agree not to seek to transfer or dismiss any action or proceeding brought in such courts other than in furtherance of or to compel arbitration.

These Terms of Use, together with the MAX Sports Health Privacy Policy, and any other

documents or policies referenced herein or in the MAX Sports Health Privacy Policy constitute the entire agreement between you and MAX Sports Health, Inc regarding the use of the Site and the content, your ability to post User Submissions, and Services provided on the Site, superseding any prior agreements between you and MAX Sports Health, Inc relating to the subject matter hereof. Neither party has relied upon any statement by the other or by any third party that is not contained in these Terms of Use, the Privacy Policy or in any other legal notices, usage rules, conditions or guidelines located within the Site. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in arbitration proceedings, and in any judicial or administrative proceedings based upon, arising out of or relating to the Service or this Agreement to the same extent and subject to the same conditions, as other business documents and records originally generated and maintained in printed forms. By accessing the Service, registering as a User or clicking through to the Service you agree to be bound by the terms hereof.

- **California Consumer Rights** Residents of California are entitled to the following specific consumer rights information: You may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.
- **Connectivity** You are responsible for obtaining and maintaining all devices and other equipment and software, and all WiFi, digital, Internet service provider, SMS, mobile service, and other services needed for your access to and use of the Site and the Service. You will be solely responsible for all charges related to them. You are also solely responsible for maintaining and using adequate up to date firewalls, virus and malware blocking software on each of your devices. Upload and down load speeds may vary from device to device, and may be affected by a variety of factors, including your location and the bandwidth and speed of your mobile service, Internet or WiFi connection. The time it takes to begin accessing or viewing content will also vary based on a number of factors, including your location, connectivity, available bandwidth at the time, virus and malware protections you have in place and the configuration of your device. MAX Sports Health, Inc makes no representations or warranties about the upload or down load speeds you will experience or the quality of your viewing experience on any device.

Your wireless provider may charge for use of any mobile features, including fees for receipt of SMS and text messages or data transmission. In order to receive mobile

features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These are not MAX Sports Health, Inc's, your team's, your school's, or the leagues fees. You should contact your wireless provider before you sign up for any mobile features to determine what fees, if any, will be charged by it.

- **Additional Terms Applicable for Users of Apple iOS.** If you are accessing or using the Service through an Apple device, the following applicable additional terms and conditions are applicable to you and are incorporated into the Terms of Use by this reference:
 - To the extent that you are accessing the Service through an Apple device, you acknowledge that these Terms of Use are entered into between you and MAX Sports Health, Inc and, that Apple, Inc. ("**Apple**") is not a party to these Terms of Use but may be deemed to be a third-party beneficiary as contemplated below.
 - The license granted to you under these Terms of Use is subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.
 - You acknowledge that MAX Sports Health, Inc, and not Apple, is responsible for providing the Service and content thereof.
 - You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
 - To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
 - Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and MAX Sports Health, Inc, MAX Sports Health, Inc, and not Apple is responsible for addressing any Claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
 - Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
 - You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use, and that, upon your acceptance of the terms

and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof.

- When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.

- **Force Majeure.**

Neither MAX Sports Health, Inc nor any school, team, league, school district or Page Administrator will be liable for, or will be considered to be in breach of or default under this agreement on account of, any delay or failure to perform as required by these Terms of Use as a result of any causes or conditions that are beyond such person's or Organization's reasonable control. If any such force majeure event occurs, MAX Sports Health, Inc or the applicable school, team, league or Page Administrator, once it becomes aware of the force majeure event, shall endeavor to (i) give prompt notice to the Organizations and individuals by a notice posted on the applicable Official Page or on the Site home page and the projected duration thereof, if known, and (ii) if a school, team, league or Page Administrator, (A) use reasonable diligence to minimize the impact of the event, and (B) resume performance promptly following the cessation of the force majeure event.

- **Invalidity and Waiver.**

If any provision of these Terms of Use is deemed invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and MAX Sports Health, Inc's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

- **Telephone/Chatroom Communications.**

Telephone communications and chat room conversations with us, including calls with any of our agents or independent contractors, may be routinely monitored or recorded. You expressly consent, on behalf of yourself, your minor children and other users of your Service Credentials, computer and telephone number, to being monitored or recorded. By providing us with a phone number (including mobile) as your contact number, you

expressly authorize us to contact you regarding your membership and User account for non-telemarketing communications, via text message or telephone, including the use of prerecorded or auto-dialed calls, using that number.

- **Termination/Exclusion**

We reserve the right, in our sole discretion, to revoke, terminate or suspend any and all privileges associated with accessing the Service for any reason or for no reason whatsoever including improper use of this Site or failure to comply with these Terms of Use, and to take any other action we deem appropriate.

- **User Suggestions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information provided by you to MAX Sports Health, Inc are not confidential and you grant us a worldwide, royalty-free license to distribute, publish, modify, edit or otherwise use your submissions. MAX Sports Health, Inc shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise without any acknowledgement of or compensation to you.

Questions; Comments

If you have any questions or comments on the Service or become aware of misuse of the Service by any person, please contact us at support@maxsportshealth.com.