

Privacy Policy

Revised: February 12, 2022

Welcome! Thank you for using our Website. This statement discloses the privacy policy for the MAX Sports Health, Inc website. Questions for clarification of this statement or comments may be addressed to us via email to:

support@MAXSportsHealth.com

You have arrived **MAXSportsHealth.com** or are otherwise interacting with our Service (defined below), which is owned and operated by MAX Health Sports, Inc("MAX Sports Health," "we," "our" or "us"). This "Privacy Policy" governs your access to and use of any of our branded online service locations (e.g., websites, Official Pages (defined below) or mobile app) that posts a link to this Privacy Policy (each a "Site" or "Website"), and also applies to your use of interactive features, widgets, plug-ins, applications, content, downloads or other services that we own or control and make available through a Website, app or Official Page or that posts a link to this Privacy Policy (collectively, the "Service"), regardless of how you access or use them, but does not apply to data we receive from third parties, unless we combine such data with Personal Information (defined below) that we have ourselves collected under this Privacy Policy. This Privacy Policy does not apply to our data collection activities offline or otherwise outside of our Service (unless otherwise stated below), and does not govern the data practices of third parties that may interact with our Service.

We have adopted this Privacy Policy to further the relationship between MAX Sports Health and our subscribers. This statement of our Privacy Policy makes disclosures concerning our collection of information, including personal information, when you use the Website, and how we use and disclose it to others. By using the Website you accept the practices described in this Privacy Policy.

Please come back and review this Privacy Policy from time to time to see any changes and revisions we have made since your last visit.

1. COPPA.

We strive to help parents ensure that their kids have a safe experience using our Services. Parents or legal guardians can review any Personal Information collected about their child under 13 years of age, have this information deleted, request that there be no further collection or use of their child's Personal Information, or allow for our collection and use of their child's Personal Information while withholding consent for us to disclose it to third parties. We take steps to verify the identity of anyone requesting information about a child and to ensure that the person is in fact the child's parent, legal guardian, teacher, coach or school official. Official Pages are administered by coaches, school officials or others responsible for team or school activities. These administrators have the power and authority to grant access to pages administered by them, restrict access to such pages and deny access to such pages, as they deem appropriate. The Official Page administrator is the first person to whom a parent should go if there is a concern about who has access to an Official Page upon which their child's information resides. We also strive to educate parents and kids about how to appropriately safeguard their privacy when using our Services. We are committed to complying with the Children's Online Privacy Protection Act of 1998 ("COPPA"), which requires us to inform parents and legal guardians about our information collection and use practices. COPPA also requires that we obtain parental consent before we allow children under the age of 13 to access or use our Services or any Official Page. We require Official Page administrators to limit access to the Official Page for which the administrator has administration authority only to persons who are affiliated with the team or school. We urge Official Page administrators to impress upon kids and their parents the need to vet and consider carefully what is placed on an Official Page, and urge kids to check with their parents before entering information through our Website or Services. We recommend that parents discuss with their kids restrictions regarding

the online release of Personal Information (as defined below) to the public generally or to anyone they don't know.

In addition, please review the Service's Terms of Use, which governs your use of the Service. By using our Service, you consent to our Privacy Policy and Terms of Use and our collection, use and sharing of your information and data, and other activities, as described below.

Access to the App by you or by your child is available through a password and unique user name (customer ID) selected by you or the administrator of your team, league or school. This password is encrypted. We highly recommend that you do not divulge your or your child's name or password to anyone.

Our Website and the services and products we offer and sell are intended for high school, college and university students, faculty members and professional and semi-professional players and fans of teams comprised of such persons. Therefore, it is unlikely that children under the age of 17 will use the Website themselves, or purchase any services or products we may offer. Accordingly, we will not knowingly collect or use any personal information from children that we know to be under the age of 17, although parents may choose to provide such information with respect to their children. In addition, we will delete any information in our database that we know originates from a child under the age of 17 unless we have obtained informed consent in compliance with COPPA.

If you are between the ages of 13 and 17, you, your parent, or your legal guardian may request that we deactivate and delete any of your or your child's personal information in our database or opt-out from receiving communications from us. If you wish to do so, please contact us at support@MAXSportsHealth.com.

We encourage you to carefully choose the information you upload or post on the

App or to any portion of the App administered by your team, league, school or other authorized person (each an "Official Page"), or otherwise provide to others since any User Submissions (as defined below) may be accessible and viewable by administrators, persons with administrative privileges, school, league or team officials and by other registered users of the App. The App may permit the submission and uploading of certain user-generated and administrator generated text, information, photos, data, audio files, videos, graphics, or other content ("User Submissions") to an Official Page and the hosting, sharing, transmission or publishing of such User Submissions by an Administrator of the Official Page, team, school or league or by another registered user. For example, an authorized administrator of a league, team or school portion of the Official Page portion of the Website for his or her team, and a registered member or authorized user of such member may elect to upload, post, store and otherwise make available to other users on an Official Page or third parties, content created, owned or licensed by such user and other personal or professional information. We or others may store, display, reproduce, publish, distribute or otherwise use User Submissions online or offline in any media or format (currently existing or hereafter developed) and may or may not attribute it to you. Others may have access to these User Submissions and may have the ability to share it with third parties with or without attribution. User Submissions may be published by us or others having access to the Official Page upon which the User Submission was first posted. User Submissions may be viewed by both general users and registered members of the Website or of any Official Page. You understand and acknowledge that we do not guarantee any confidentiality with respect to any User Submissions and that User Submissions downloaded by another User or administrator of an Official Page may be used by such person without his or her complying with this Privacy Policy. We do not control who will have access to the information that you choose to make public or post on an Official Page, and cannot ensure that parties who have access to such User Submissions or the information contained or linked to such User Submissions will respect your privacy or keep it secure. We are not responsible for the privacy or

security of any information that you make available on the Service or what others do with information you share with them on the Service. We are not responsible for the accuracy, use or misuse of any User Submissions that you or anyone else discloses, posts, links or receives from third parties through the Service. We are not responsible for how any other person uses any User Submissions submitted by you or by others.

1. Information We Collect

1. Personal Information

We do not collect any personal information from you unless you voluntarily provide it to us. When you sign up to become a user of the Website (a "User"), you will be asked to provide us with certain personal information, such as (a) your first name, last name, email address, home address, team, school or organization and (b) demographic information, such as information about your gender, age and educational level ("Demographic Information"). In this Privacy Policy, we refer to this type of information as "Personal Information." We may collect this information through various forms and in various places on the Service, from the teams, leagues, schools and other organizations with which you or your child are associated, and from registration forms, lists provided by administrators of Official Pages, "contact us" forms, e-mail subscription lists, blog comments, forums or when you otherwise interact with the Service. To the extent we combine Demographic Information with your Personal Information we collect directly from you on the Service, we will treat the combined data as Personal Information under this Privacy Policy.

Other than the online contact information required to obtain parental consent, we do not collect any Personal Information from Users under the age of 13 unless the User's parent or legal guardian has first provided us with consent for that User to use the Services and disclose Personal Information to us. If you are a User under the

age of 13, please do not send any Personal Information to us if we have not obtained prior consent from your parent or guardian. If we learn we have collected Personal Information from a User under the age of 13 without parental or guardian consent, or if we learn a User under the age of 13 has provided to us Personal Information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a User under the age of 13 may have provided us Personal Information in violation of this Privacy Policy, please contact us at support@MAXSportsHealth.com.

1. Information Third Parties Provide About You

We may receive information about you, from your friends, teammates, leagues, coaches, school, colleagues and others that use the Service, such as when they submit content to us or post on an Official Page on the Service (for example, when information is posted about your performance, a team, practice, game, "stats" or on a blog). Additionally, we may, from time to time, supplement the information we collect directly from you on our Service with online identifiers, IP addresses, unique device numbers, other persistent identifiers, information provided by third parties (schools, leagues, coaches, parents, etc.) or from outside records from the internet, newspapers or third parties for various purposes, including to enhance our ability to serve you, to tailor our content to you and to offer you opportunities that may be of interest to you. To the extent we combine information we receive from those sources with your Personal Information we collect on the Service, it will be treated as Personal Information and we will apply this Privacy Policy to such combined information, unless we have disclosed otherwise. In no other circumstances do our statements under this Privacy Policy apply to information we receive about you from third parties.

1. Usage Information

In addition to any Personal Information or other information that you choose to submit to us via our Service, we and our third-party service providers may use a variety of technologies that automatically (or passively) store or collect certain

information whenever you visit or interact with the Service ("Usage Information"). This Usage Information may be stored or accessed using a variety of technologies that may be downloaded to your personal computer, browser, laptop, tablet, mobile phone or other device (a "Device") whenever you visit or interact with our Service. To the extent we associate Usage Information with your Personal Information we collect directly from you on the Service, we will treat it as Personal Information. We may de-identify Usage Information in accordance with COPPA and use this de-identified information to develop, evaluate, and provide improved Services.

We may use third-party services such as Google Analytics to better understand your online activity and provide you with information we believe may be of interest to you. You may exercise choices with respect to Google Analytics via the Google Analytics Opt-out Browser Add-on available at <https://tools.google.com/dlpage/gaoptout>.

This Usage Information may include: your IP address, UDID or other unique identifier ("Device Identifier"). A Device Identifier is a number that is automatically assigned to your Device used to access the Service, and our computers identify your Device by its Device Identifier; your Device functionality (including browser, operating system, hardware, mobile network information); the URL that referred you to our Service; the areas within our Service that you visit and your activities there, including remembering you and your preferences; your Device location; your Device characteristics; and certain other Device data, including the time of day, among other information.

1. Tracking Technologies.

We may use various methods and technologies to store or collect Usage Information ("Tracking Technologies"). Tracking Technologies may set, change, alter or modify settings or configurations on your Device. A few of the Tracking Technologies include, without limitation, the following (and subsequent technology and methods

later developed):

Cookies. A cookie is a data file placed on a Device when it is used to visit the Service. A Flash cookie (or locally shared object) is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Device. HTML5 cookies can be programmed through HTML5 local storage. You can reject cookies by following the directions provided in your Internet provider's "help" file. If you reject cookies, you may still visit the Website, but may not be able to use some areas of the Website or the Services.

Web Beacons. Small graphic images or other web programming code called web beacons (also known as "1×1 GIFs" or "clear GIFs") may be included in our Service's pages and messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Service, to monitor how users navigate the Service, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the Service, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party service provider, is active only while you are connected to the Service, and is deactivated or deleted thereafter.

Browser Fingerprinting. Collection and analysis of information from your Device, such as, without limitation, your operating system, plug-ins, system fonts and other data, for purposes of identification.

ETag, or Entity Tag. A feature of the cache in browsers. It is an opaque identifier assigned by a web server to a specific version of a resource found at a URL. If the resource content at that URL ever changes, a new and different ETag is assigned. Used in this manner ETags are a form of Device Identifier. ETag tracking may generate unique tracking values even where the consumer blocks HTTP, Flash, and/or HTML5 cookies.

1. Recognition Technologies.

Recognition Technologies. Technologies, including application of statistical probability to data sets, which attempt to recognize or make assumptions about users and devices (e.g., that a user of multiple devices in the same user).

Tracking Technologies Usage. We may use Tracking Technologies for a variety of purposes, including:

- **Strictly Necessary.** We may use cookies or other Tracking Technologies that we consider are strictly necessary to allow you to use and access our Service, including cookies required to prevent fraudulent activity, improve security or allow you to make use of shopping cart functionality.
- **Performance Related.** We may use cookies or other Tracking Technologies that are useful in order to assess the performance of the Service, including as part of our analytic practices or otherwise to improve the content, products or services offered through the Service.
- **Functionality Related.** We may use cookies or other Tracking Technologies that are required to offer you enhanced functionality when accessing the Service, including identifying you when you sign in to our Service or keeping track of our specified preferences, including in terms of the presentation of content on our Service.
- **Functionality Related.** We may use cookies or other Tracking Technologies that are required to offer you enhanced functionality when accessing the

Service, including identifying you when you sign in to our Service or keeping track of our specified preferences, including in terms of the presentation of content on our Service.

Targeting Related. We may use Tracking Technologies to deliver content relevant to your interests on our Service and third party sites based on how you interact with our content. This includes using Tracking Technologies to understand the usefulness to you of the content that has been delivered to you. Further information on this, and your opt-out choices, can be found in the discussion below.

If you turn cookies off, some of the features that make your site experience more efficient may not function properly.

1. Tracking Technologies Choices.

We are giving you detailed notice of the Tracking Technologies and your limited choices regarding them so that your consent is meaningfully informed. With respect to cookies you may be able to choose to have your device warn you each time a cookie is being sent, or you may be able to turn off all cookies. You can do this through your browser settings. If you turn cookies off, some features of the Service may be disabled and the Service may not function properly. You can find more information about cookies at websites such as www.allaboutcookies.org.

We may associate that information with the information that is collected automatically. Automatic data collection may be performed on our behalf by our services providers.

1. Third Party Tracking and Do Not Track.

There may be other Tracking Technologies now and later devised and used by us in connection with the Service. Further, third parties may use Tracking Technologies in connection with our Service, which may include the collection of information about your online activities over time and across third-party web sites or online

services. You consent to potentially encountering third party Tracking Technologies in connection with use of our Service and accept that our statements under this Privacy Policy do not apply to the Tracking Technologies or practices of such third parties to the extent they are not under our control. Also, various third parties are developing or have developed signals or other mechanisms for the expression of consumer choice regarding the collection of information about an individual consumer's online activities over time and across third-party web sites or online services (e.g., browser do not track signals). Currently, we do not monitor or take any action with respect to these signals or other mechanisms, but may do so in the future.

Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard. Also, these tools may not be effective with regard to Flash cookies or HTML5 cookies or other Tracking Technologies. For information on disabling Flash cookies go to Adobe's website www.adobe.com. Please be aware that if you disable or remove these technologies some parts of our Services may not work and that when you revisit our Services your ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations. Further, App-related Tracking Technologies in connection with non-browser usage (e.g., most functionality of the App) can only be disabled by uninstalling the App. To uninstall an app, follow the instructions from your operating system, mobile device or handset manufacturer.

1. Social Media Features.

The Website includes social media features, such as a Twitter feed. Actions you take in connection with social media features may be reflected in a manner visible to

others; for example, if you "Like" us on Facebook, others may be able to see that you have done so.

1. Social Media Pages.

The collection and use of information on social media websites and applications is governed by their own privacy policies. Please remember that any information posted on Facebook or on other social media pages or channels such as Twitter or YouTube is public.

We may receive personal information from a social media site platform or application when you connect through a social media feed, post content, or otherwise interact with us using social media tools. For example, we may receive basic Facebook account information (name, e-mail, gender, birthday, current city, and profile picture URL) through a Facebook page. Also, when you "like," "subscribe to," or send a "tweet" to us through a social media channel, we may receive your username, handle, and any other available personal information from the social media site or application. All information we receive from social media sites and applications is treated and used in the same manner and for the same purposes as described in this Policy with respect to similar information we obtain through the Site.

Actions you take in connection with Social Media Sites may be reflected in a manner visible to others, for example, if you "Like" us on Facebook or follow us on Twitter, others may be able to see that you have done so.

Payment Information: If you choose to purchase or subscribe to a feature or Service that requires a fee, you will be required to provide us with your payment information, including, without limitation, bank account numbers, credit card or debit card numbers, account details, ACH information, and similar data (collectively, "Payment Information"). We will share your Payment Information with a third

party service provider as necessary to process your payment. The third party service provider stores your Payment Information; we do not store this information. Storage by the third party service provider of your Payment Information is subject to the privacy policies and practices of the third party service provider and is not subject to the terms of this Privacy Policy. By providing your Payment Information, you acknowledge and agree to use of such information by the third party service provider for purposes of processing your payment to us.

1. How We Use Your Information

We may use your Personal Information and Usage Information in a manner that is consistent with this Privacy Policy and the context of our relationship with you. We will use your Personal Information and Usage Information collected through the Website for the following purposes:

- To process your registration;
- To identify you when you sign in to your account;
- To respond to your requests and to provide you with the Services;
- To respond to your inquiries and contact you about changes to the Site and/or the Services; To contact you with regard to your use of the Service, and in our discretion, changes to any of the features of the Service or to your participation in any Official Page;
- To send you notices (for example, in the form of e-mails, mailings, and the like) regarding products or services you are receiving, and for billing and collection purposes;
- To send you information we think you may find useful or that you have requested from us; To enhance and improve the Website or the Service, such as through personalized features and content;
- To analyze the use of the Website or any Official Page to which you belong, and to analyze the use of the Service and the people visiting to improve our content and Website and the Service;

- For our internal business purposes;
- To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our policies, or as otherwise required by law;
- For any other purposes disclosed at the time the information is collected or to which you consent;
- For any Payment Information you have provided to us, to process your authorized payments for our Services or for products purchased by you from an Official Page; and
- As otherwise specifically described in this Privacy Policy.

Please note that information submitted to us or to any administrator of an Official Page via a "contact us" or other similar customer inquiry function may not receive a response. We will not use the information provided by you in a customer inquiry communication to contact you for marketing purposes unrelated to your request unless you agree otherwise.

1. Disclosure of Personal Information to Third Parties

We may share information that is not your individual Personal Information, such as aggregated user statistics, or de-identified information with third parties. We may share your Device Identifiers with third parties along with data related to you and your activities subject to the terms of this Privacy Policy. We do not share your Personal Information that we have collected directly from you on our Service with third parties for those third parties' direct marketing purposes. We do not as a rule allow third-party operators to collect Personal Information or Usage Information through persistent identifiers on our Services for any purposes other than the internal operations of our Services. Further, we do not use Personal Information collected through our Services for the purpose of targeted advertising. If we de-identify data about you, it is not treated as Personal Information by us, and we may share it with others freely. For this purpose, de-identified data generally refers to

data from which we have removed personally identifiable information—i.e., data about individual students, teams members, teachers, or administrators that has been rendered anonymous by stripping out any information that would allow people to determine an individual's identity, including first and last names, home addresses, telephone numbers, government issued ID numbers, and other types of information that may reveal whether or not inadvertently an individual's identity. We do this in an effort to protect the privacy or identity of the individuals associated with the data. In addition, we may share the information we have collected about you, including Personal Information, as disclosed at the time you provide your information to us and as described below or otherwise in this Privacy Policy. We may disclose your information as follows:

(a) **When You Request Information From or Provide Information to Third Parties.** You may be presented with an option on our Service to receive certain information or marketing offers, or both, directly from third parties or to have us send certain information to third parties or give them access to it. If you choose to do so, your Personal Information and other information may be disclosed to such third parties and all information you disclose will be subject to the third-party privacy policies and practices of such third parties. In addition, third parties may store, collect or otherwise have access to your information when you interact with their Tracking Technologies, content, tools apps or ads on our Service or link to them from our Service. This may include using third-party tools such as Facebook, Twitter, Pinterest or other third-party posting or content sharing tools and by so interacting you consent to such third party practices. We are not responsible for the privacy policies and practices of such third parties and, therefore, you should review such third-party privacy policies and practices of such third parties prior to requesting information from or otherwise interacting with them.

(b) **Third Parties Providing Services on Our Behalf.** We may use third-party vendors to perform certain services on behalf of MAX Sports Health or the Service, such as

hosting the Service, designing and/or operating the Service's features, processing purchase orders, tracking the Service's activities and analytics, and enabling us to send you special offers or perform other administrative services. We may provide these vendors with access to user information, including Device Identifiers and Personal Information, to carry out the services they are performing for you or for us. Third-party analytics and other service providers may set and access their own Tracking Technologies on your Device and they may otherwise collect or have access to information about you, potentially including Personal Information, about you. We are not responsible for those third party technologies or activities arising out of them. However, some may offer you certain choices regarding their practices, and information we have been informed of regarding such choices is available at the end of this Privacy Policy. We are not responsible for the effectiveness of or compliance with any third parties' opt-out options.

(c) To Protect the Rights of MAX Sports Health and Others. To the fullest extent permitted by applicable law, we may also disclose your information if we believe in good faith that doing so is necessary or appropriate to: (i) protect or defend the rights, safety or property of MAX Sports Health, our owners, managers, officers or third parties (including through the enforcement of this Policy, our Terms of Use, and other applicable agreements and policies); or (ii) comply with legal and regulatory obligations (e.g., pursuant to law enforcement inquiries, subpoenas, discovery demands or league, school, court or administrative agency orders). To the fullest extent permitted by applicable law, we have complete discretion in electing to make or not make such disclosures, and to contest or not contest requests for such disclosures, all without notice to you.

(d) Affiliates and Business Transfer. We may share your information, including your Device Identifiers and Personal Information, Demographic Information and Usage Information with our parent, subsidiaries and affiliates ("Affiliates"). We also reserve the right to disclose and transfer all such information: (i) to a subsequent

owner, co-owner or operator of the Service or applicable database; or (ii) in connection with a merger, consolidation, restructuring, the sale of substantially all of our interests and/or assets or other corporate change, including, during the course of any due diligence process provided that any such successor will be subject to applicable laws with respect to previously acquired Personal Information.

(e) Co-Branded Areas. Certain areas of the Service may be provided to you in association with third parties ("Co-Branded Areas") such as sponsors, teams, schools, leagues, charities and political organizations and may require you to disclose Personal Information to them. Such Co-Branded Areas will identify the third party and indicate if they have a privacy policy that applies to their collection and use of your information. Only if you elect to register for products or services, communicate with such third parties or download their content or applications, at Co-Branded Areas, you may be providing your information to both us and to the third party. Further, if you sign-in to a Co-Branded Area with a username and password obtained on the Service, your Personal Information may be disclosed to the identified third parties for that Co-Branded Area.

We are not responsible for such third party's data collection or practices and you should look to such third parties' privacy policies for more information before you sign up for any third party Co-Branded Area services or products.

(f) EEOC / Affirmative Action Reporting. In conjunction with laws and regulations enforced by the Equal Employment Opportunity Commission ("EEOC"), the Office of Federal Contract Compliance Programs ("OFCCP") and similar state and local regulatory agencies, we may ask you to provide us with self-identifying information (such as veteran status, age, gender and ethnicity). Providing such self-identifying information is voluntary, but if you do provide us with such information, we may submit that information, to the EEOC, the OFCCP and similar state and local

regulatory agencies or otherwise use or disclose it for business-related purposes, including, without limitation, responding to information requests, fulfilling regulatory reporting requirements and defending against employment related complaints.

(g) EEOC / Affirmative Action Reporting. In conjunction with laws and regulations enforced by the Equal Employment Opportunity Commission ("EEOC"), the Office of Federal Contract Compliance Programs ("OFCCP") and similar state and local regulatory agencies, we may ask you to provide us with self-identifying information (such as veteran status, age, gender and ethnicity). Providing such self-identifying information is voluntary, but if you do provide us with such information, we may submit that information, to the EEOC, the OFCCP and similar state and local regulatory agencies or otherwise use or disclose it for business-related purposes, including, without limitation, responding to information requests, fulfilling regulatory reporting requirements and defending against employment related complaints.

(h) Your California Privacy Rights. California Civil Code Section 1798.83 permits California residents who have supplied personal information, as defined in the statute, to us, under certain circumstances, to request and obtain certain information regarding our disclosure, if any, of personal information to third parties for their direct marketing purposes. If this applies, you may obtain the categories of personal information shared and the names and addresses of all third parties that received personal information for their direct marketing purposes during the immediately prior calendar year (e.g., requests made in 2018 will receive information about 2017 sharing activities). To make such a request, please provide sufficient information for us to determine if this applies to you, attest to the fact that you are a California resident and provide a current California address for our response. You may make this request in writing at: MAX Sports Health, Inc <Address>, ATTN: Privacy. Furthermore, if you are a California resident, school, or

school affiliated team, MAX Sports Health will comply with any applicable provisions of Sections [49073-49079.7](#) of the California Education Code with respect to use or disclosure of K-12 student records and the California Student Online Personal Information Protection Act, Ch. 22.2, §§ 22584 et seq. with respect to targeted advertising, selling student information, disclosing Personal Information and amassing profiles on K-12 students.

Like many businesses do, we sometimes hire other companies to perform certain business-related functions. Examples include mailing information, maintaining databases, hosting services, and processing payments. When we employ another company to perform a function of this nature, we provide them with the information that they need to perform their specific function, which may include Personal Information.

If we or all or substantially all of our assets are acquired, we expect that the information that we have collected, including Personal Information, would be transferred along with our other business assets.

We may disclose your Personal Information and Usage Information to government authorities and to other third parties when compelled to do so by government authorities, or at our discretion, in any investigation of fraud, intellectual property infringement, other activity that is illegal or unlawful or which may expose us to legal liability, or otherwise as required by law, including but not limited to in response to court orders and subpoenas. We may also disclose your Personal Information and Usage Information when we have reason to believe that someone is or may be causing injury to or interference with our rights or property, other users of this Site, or anyone else that could be harmed by such activities. BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS AND AGREE TO HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A RESULT OF ANY INVESTIGATIONS OR FROM ANY ACTIONS

TAKEN AS A CONSEQUENCE OF ANY INVESTIGATION BY EITHER US OR LAW ENFORCEMENT AUTHORITIES.

Advertisers. We disclose aggregate information about our users to advertisers and for other marketing and promotional purposes. However, we do not disclose any personally identifying information to any of these entities.

1. Use Limited to Site-Related Communications.

Because of the nature of the services offered on www.maxsportsheath.com, the Website may allow you to access other users' contact information. You may use such information only for MAX Sports Health related communications. MAX Sports Health-related communication expressly excludes unsolicited commercial messages. Therefore, you must not post, upload, link, or otherwise use the Website in any manner for any commercial purpose or endeavor, including the offering for sale of any products or services, or otherwise engage in any commercial activity on the Website for any purpose, including, but not limited to, conducting raffles or contests, displaying sponsorship banners, soliciting goods or services, soliciting funds, advertisers, or sponsors. In all cases, you must give users an opportunity to remove themselves from your database and a chance to review what information you have collected about them. In addition, under no circumstances can you disclose personally identifiable information about another user to any third party without our consent and the consent of such other user after adequate disclosure by you to such other user. Note that law enforcement personnel, VeRO program participants, and other rights holders may be given different rights with respect to information they access.

1. Our Disclosure of non-Personal Information to Third Parties

We may disclose, in de-identified or aggregate form non-Personal Information or de-identified information, to potential strategic partners, potential or actual acquirers, advertisers, potential investors, customers, and others. You may not opt-

out of the sharing of this de-identified or aggregated information.

No Spam. **MAX Sports Health.com** and our users do not tolerate spam. Therefore, without limiting the foregoing, you are not licensed to add MAX Sports Health.com or our App to your mail list (e-mail or physical mail) without our express prior consent after adequate disclosure.

1. How We Protect Your Information

We take commercially reasonable steps to protect the Personal Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the Internet. In particular, e-mail sent to or from us may not be secure, and you should therefore take special care in deciding what information you send to us via e-mail.

1. Transfer of Information to the United States

Our Service is operated in the United States and is intended for users located only in the United States. MAX Sports Health has no offices or locations in the EU or anywhere else outside the United States. If you are located outside of the United States, please be aware that information we collect or receive, including Personal Information, will be transferred to, and processed, stored and used in the United States. The data protection laws in the United States may differ from those of the country in which you are located, and your Personal Information may be subject to access requests from governments, courts, or law enforcement in the United States according to laws of the United States and of its several states, districts and territories. By using the Service or providing us with any information, you consent to the transfer to, and processing, usage, sharing and storage of your information, including Personal Information, in the United States as set forth in this Privacy Policy.

1. Accessing and Modifying Account Information

You may update and correct the information that is stored in your user account through app.

We encourage you to promptly update your information if it changes. You may ask to have the information on your account deleted or removed; however, some information, such as pending and past transactions, logs of technical support calls, information MAX Sports Health is required to maintain under law, information needed for operational security purposes or other information may not be deleted. In addition, it may be impossible to completely delete your information without some residual information because of backups and your being mentioned or tagged in postings by others.

1. Retention of Personal Information

We will retain your personal information while you have an account with us and thereafter for as long as we or the team, school, league or organization with which you or your child are associated needs it for purposes not prohibited by applicable law. Thereafter, we will either delete your personal information or aggregate or de-identify it so that it is anonymous and not attributed to your or your child's identity. Persons who have access to the Services and to your or your child's information while it is on the Official Page (e.g., school, league and team officials, Official Page administrators, and other Users having access to the applicable Official Page) and who have downloaded or copied the information or any pictures, images, comments, User Content or other materials that include you or your child or that you or your child may have posted may continue to use the information, pictures, images or other materials even after we have taken down and deleted the materials. Such use is not covered by this Privacy Policy and none of MAX Sports Health, its owners, directors, managers or affiliates, any school, team or league are responsible for any such use. Your rights to request that we delete your personal information are set forth in accordance with the section labeled "COPPA," above, and the section labeled "What You Can Do about Your Personal Information" below.

1. Your Choices: Opting-Out From Receiving Communications From us.

If you do not wish to receive promotional materials from us, you can make this election on your original subscription page. We also offer you an opportunity to opt-out of certain communications through the account management screen which is accessible from the team or school sign-in page. In addition, if you wish to stop receiving promotional e-mails or other materials, you may do so by visiting the account management screen or by e-mailing us at support@maxsportshealth.com. You may also choose to unsubscribe from our emails by following the instructions in the bottom of the email.

1. Links

The Website and any User Content may contain content, services, advertising and other materials that link to websites operated by third parties. Some of these links may be provided by Users, teams, leagues, schools or other sponsoring or co-branding organizations. We are not responsible for any such links. We have no control over those other sites to which the links point or may bring you, and this Privacy Policy does not apply to them. Please refer to the privacy policies of those sites for more information on how the operators of those sites collect and use your Personal Information.

You will be notified of any Privacy Policy changes:

1. California Privacy Rights: Shine the Light Law

Under California Civil Code Section 1798.83, California residents who have an established business relationship with us may choose to opt out of our sharing their contact information with third parties for direct marketing purposes. If you are a California resident and you wish to opt out, please send an e-mail support@maxsportshealth.com.

1. Important Notice to Users Outside the U.S.

The Site and the Services are operated in the United States. If you are located outside of the United States, please be aware that any information you provide to us

will be transferred to and may be processed in the United States. By providing us with any information through the Site or the Services, you consent to this transfer.

1. Changes to This Privacy Policy

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time and will post any changes on the Website as soon as they go into effect. By accessing the Website, posting any User Submission, or using any of the Services after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please refer back to this Privacy Policy on a regular basis.

1. What You Can Do about Your Personal Information

At any time you may submit a written request inquiring about what personal information we have collected about you in order to: (i) edit such information; or (ii) request its deletion. We will timely respond to any such requests and use commercially practicable efforts to comply with your demands, unless not legally or otherwise permissible. Inquiries and requests can be provided to support@MAXSportsHealth.com.

1. Governing Law

This Privacy Policy shall be governed by the laws of the State of New York, regardless of where you live or work, all without regard to its conflict of laws principles that might cause the application of the laws of any other jurisdiction. Users agree that the Supreme Court of the State of New York sitting in Nassau County, New York, and the United States District Court for the Eastern District of New York sitting in Brooklyn, New York, shall have exclusive personal jurisdiction over them in connection with any and all claims or such disputes arising out of or relating the Service or this Privacy Policy. **To the fullest extent permitted by law, the parties waive trial by jury.**

1. How to Contact Us

If you have questions about this Privacy Policy, please e-mail us at support@maxsportshealth.com, with "PRIVACY POLICY" in the subject line, or send

your inquiry to us by mail us at the following address: MAX Sports Health, Inc,
ATTN: Privacy.

Revised: February 12, 2022