

Ashes2Athletes, LLC  
Terms of Use Agreement  
*Last Updated: August 19, 2025*

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SERVICES OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

This Terms of Use Agreement (the “**Agreement**”) is a legally binding agreement between you and Ashes2Athletes and its subsidiaries and affiliates (collectively, “**Ashes2Athletes**,” “**we**,” or “**us**,”) and governs your access to and use of our websites, mobile and other online services, applications, or platforms that link to this Agreement (collectively, the “**Sites**”), including the features, content, programs, and services we make available through the Sites (collectively with the Sites, the “**Services**”). By continuing to access and use the Services, you agree that such use is legally sufficient consideration under this Agreement.

**IMPORTANT: THIS AGREEMENT INCLUDES A DISPUTE RESOLUTION SECTION THAT INCLUDES AN ARBITRATION AGREEMENT, A CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. PLEASE REVIEW CAREFULLY.**

We may, from time to time, modify the terms of this Agreement. When we make changes, we will post those changes here. The date of the most recent update is listed at the top of this Agreement.

CONTINUED ACCESS AND USE OF THE SERVICES AFTER CHANGES HAVE BEEN MADE TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE REVISED AGREEMENT THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THIS AGREEMENT PERIODICALLY AND THAT YOU SHALL BE BOUND BY THIS AGREEMENT AND ANY MODIFICATIONS TO IT.

We are committed to making the Services accessible for all users and will continue to take steps necessary to ensure compliance with applicable laws. If you have difficulty accessing any content, feature, or functionality of the Services, please [Contact Us](#).

#### ELIGIBILITY

The Services may be accessed and used only by individuals who can form legally binding contracts under applicable laws, who are of legal age of majority in their place of residence, for example, 18 years of age or older, and who are not otherwise barred from using the Services under applicable laws. By accessing and using the Services, you represent and warrant that you have full power and authority to enter into this Agreement and you meet the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

#### ACCOUNTS AND REGISTRATION

Certain areas and features of the Services are available only to users who have registered for an account (“**Account**”). We may reject, and you may not use, a user ID (or e-mail address) for any reason in our sole discretion. For example, we may reject a user ID (or e-mail address) (i) that is already being used by someone else; (ii) that may be construed as impersonating another person; (ii) that belongs to another person; (iv) that violates the intellectual property or other rights of any person; or (v) that is offensive. You may only have one active Account at any given time, and you may not allow other people to use your Account to access the Services.

If you maintain an Account, we expect you to accurately maintain and update any information about yourself that you have provided to us. You agree that you are responsible for all activities that occur under your Account, and for maintaining the confidentiality of your password and restricting access to your computer so others may not access the Services in violation of this Agreement. In addition, you agree to sign out from your Account at the end of each session if you are using a device that is shared with other people.

You agree to notify us of any unauthorized use of your Account username, log-in ID, password, or any other breach of security that you become aware of involving or relating to the Services by contacting us as soon as possible. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of the Services and your Account, including without limitation, terminating your Account, changing your password, or requesting information to authorize transactions on your Account. WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

#### TERMS OF SALE

##### **Orders**

We expressly reserve the right, at our sole discretion, to limit, reject, restrict, refuse, or cancel any order placed by you, wholly or partially, at any time, for any reason or no reason, and without notice or liability for any damages or costs other than the repayment of any amount received from such order.

If you wish to purchase any product or service made available through the Services, you may be asked to supply certain information relevant to your transaction including, without limitation, information about your method of payment (such as your payment card number and expiration date), your email address, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY PAYMENT CARDS OR OTHER PAYMENT METHODS UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating the transactions initiated by you or on your behalf.

You agree to pay all charges that may be incurred by you or on your behalf through the Services, at the prices in effect when such charges are incurred including, without limitation, all shipping and handling charges, and you authorize us to charge all sums for the orders that you make to the payment method specified at the time. In addition, you remain responsible for any taxes that may be applicable to your transactions. You authorize us to charge all applicable amounts for the orders that you make to the payment method specified at the time of purchase.

By completing an order on the Services, you accept the terms contained in this Agreement and your obligation to pay the total price.

##### **Product Information**

Ashes2Athletes attempts to be as accurate as possible in describing its products. We do not warrant that product descriptions or other content of the Services are accurate, complete, reliable, current, or error-free. We reserve the right to change product descriptions at any time, and we are not responsible for variations between a product description and the actual product. Technological issues, such as your device settings, may alter how a product appears on the Services. Most products displayed on the Services are available in select retail stores in the United States and select foreign markets while supplies last. In some cases, merchandise displayed for sale via the Services may not be available in retail stores.

##### **Availability**

All products and services advertised or offered for sale through the Services are subject to availability. We reserve the right to change the products and services advertised or offered for sale through the Services,

the prices or specifications of such products and services, and any promotional offers at any time without any notice or liability to you or any other person. We also reserve the right to limit quantities sold or made available for sale. We cannot guarantee that products or services advertised or offered for sale on the Services will be available when ordered or thereafter. We make no representations or warranties that any products displayed on the Services will be available at any time or location.

### **Colors**

We have made every effort to display as accurately as possible the colors of our products that appear on the Services. As the actual colors you see depend on your computer monitor or mobile device, however, we cannot guarantee that your monitor's or device's display of any color will be accurate.

### **Pricing**

Subject to applicable law, Ashes2Athletes has the sole authority to determine the retail prices for any products that it sells. The advertised retail price for any product will reflect the final retail sales price prior to the imposition of applicable sales tax and delivery fees. We reserve the right, at any time, in our sole discretion and without advance notice, to change our prices and billing methods for products or items sold, effective immediately upon posting on the Services or by e-mail delivery to you. When we advertise a past price as a strike-through price on Web Specials or on sale product, that strike through price was the full price at which the product originally sold in our direct and wholesale channels.

Subject to applicable law, Ashes2Athletes is not responsible for any typographical errors or incorrect prices appearing on the Services regarding any products, items, or services. Errors will be corrected if, when and where discovered. Ashes2Athletes reserves the right in its sole discretion to: (i) refuse, reject or cancel orders placed for any product, item, or service advertised at an incorrect price or involving incorrect information or typographical errors; and (ii) reject or cancel any such order, regardless of whether your order has been confirmed and/or your credit card has been charged. If your credit card was charged and your order is subsequently rejected or canceled, a credit will be issued back to your original credit card account in the amount of the charge. Your banking or credit card institution will control when the amount is credited to your account.

### **Exchanges and Exchanges Policy**

Ashes2Athletes does not offer refunds. However, we offer product exchanges. Exchanges will be subject to our Exchanges policy, below. We reserve the right to deny an exchange if we determine that our policy is being abused. We may use any means available to us, including coordination with other companies, to determine if you are abusing our policy. This decision is made in our sole discretion and determination.

#### *Exchanges policy*

If the product(s) you purchased are damaged, otherwise show material or manufacturing defects, or does not fit properly, you may request an exchange within 30 days of purchase.

Please note that this exchange policy does not apply to a product that is already worn and has gone through fair wear and tear, willful damage, abnormal storage, alterations, repairs, or improper/unreasonable use.

Please note that we are unable to control the quality of Ashes2Athletes products sold by unauthorized sellers. Therefore, unless otherwise prohibited by law, the Guarantee is not available for products purchased from unauthorized sellers, including unauthorized internet sites. The Guarantee is also limited to original, end-user purchasers in the United States.

To submit a claim for an exchange, please email us at [exchanges@ashes2athletes.com](mailto:exchanges@ashes2athletes.com) and have the information available regarding where and when you purchased the product. You also also be asked to provide valid proof of purchase, submit photos of your product and its packaging, or

provide other information to assist Ashes2Athletes in processing your request. You must submit your exchange request within 30 days of the original date of purchase.

If you are asked to mail your product to Ashes2Athletes, you must return the item at your own cost. Ashes2Athletes does not create shipping labels or pay/compensate for return shipping costs.

### **Sales Tax**

If we are legally required to collect sales tax on merchandise you order, the applicable state and local sales tax amount will be calculated and added to orders at the time of checkout. On rare occasions an error in our tax database may cause the sales tax charge to be incorrect. If this happens, at any time up to two years from your date of purchase you may [Contact Us](#) for a refund of tax overcharges. This right to a refund is your exclusive remedy for sales tax errors.

### **Payment Processing**

We may use a third-party payment processor to process your payment information, including your payment card data. Be aware that you may be subject to the third-party processor's terms and your information may be subject to their privacy practices.

### **Risk of Loss**

All products purchased from the Services are transported and delivered to you by an independent carrier not affiliated with, or controlled by, Ashes2Athletes. Title to products purchased on the Services, as well as the risk of loss for such products, passes to you when Ashes2Athletes delivers these items to the carrier.

### **Discounts and Promo Codes**

We may offer or advertise promo codes, discounts, coupon codes, and offers that provide a benefit to you when entered upon checkout. These cannot be applied to prior or completed transactions, they must be provided at the time of purchase. Generally, promo codes and discounts cannot be combined with other offers, promotions, web special, sale or discount, including Team, Group, Corporate or Pro Sales. Only consumers can use promo codes; they cannot be used by resellers, wholesalers, practitioners, or the like. You may have no right to discounts, coupons, or offers that are expired or discontinued even if they remain visible on a Site.

## **INTELLECTUAL PROPERTY RIGHTS**

### **Content**

All names, logos, text, designs, graphics, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs, and other content appearing in or on the Services ("**Content**") are protected intellectual property of, or used with permission or under license by, Ashes2Athletes. Such Content may be protected by copyright, trademark, patent, or other proprietary rights and laws. This includes the entire Content of each Site, copyrighted and protected as a collective work. All intellectual property rights associated with the Services, and related goodwill, are proprietary to us or our licensors. You do not acquire any right, title, or interest in any Content by accessing or using the Services. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on the Services is strictly prohibited.

### **License Grant**

Subject to your compliance with this Agreement, we grant you a limited license to access and use the Services and their Content for personal, informational, and shopping purposes. No Content from the Services may be copied, reproduced, republished, performed, displayed, downloaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may download

or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial use, subject to your compliance with this Agreement and retain the same solely for as long as you continue to be permitted to access the Services. To use Content under such an exception, you must (i) keep any copyright, trademark, or other proprietary notices intact; (ii) use such Content pursuant to any licenses associated with such Content; (iii) not copy or post such Content on any networked computer or broadcast it in any media; (iv) make no modifications to any such Content; and (v) make no additional representations or warranties relating to such Content. Except as otherwise expressly authorized herein or in writing by us, you agree not to reproduce, modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of the Services or the Content.

### **Linking**

You are granted a limited, revocable, non-exclusive right to create text hyperlinks to the Services for informational purposes, provided such links do not portray us in a false, misleading, derogatory or otherwise defamatory manner and provided that the linking website or service does not contain any material that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising. Additionally, notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in a website's root directory, we grant to the operators of public search engines permission to use spiders to copy Content from the Services for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such Content, but not caches or archives of such Content, or for any machine-learning or training data purposes. We may revoke these permissions at any time.

### **USER SUBMISSIONS**

You acknowledge that you are responsible for any information, messages, comments, images, audio, photos, videos, product or services feedback or ideas, and any other content or material that you submit, upload, post, or otherwise make available on or through the Services (each a "User Submission") and through the services available in connection with the Services, and that you, and not Ashes2Athletes, have full responsibility for each User Submission you make, including its legality, reliability, appropriateness, and trademark, copyright, and other intellectual property ownership. You agree, represent and warrant that any User Submission you post on the Services or transmit through the Services is truthful, accurate, not misleading, and offered in good faith, and that you have the right to transmit such User Submission. You shall not upload, post, or otherwise make available on or through the Services any User Submission protected by copyright, trademark, or other proprietary right of any third party without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, trademark, proprietary rights, or any other harm resulting from such User Submission.

PLEASE DO NOT POST OR SEND US ANY COMMENTS, IDEAS, FEEDBACK, SUGGESTIONS, OR OTHER USER SUBMISSION THAT YOU WISH TO KEEP PRIVATE OR PROPRIETARY OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION. By providing any ideas, concepts, know-how, proposals, techniques, suggestions, or other User Submission to us, you agree that: (i) we are free to use such User Submission for any purpose; (ii) such User Submission will not be deemed confidential or proprietary; (iii) we may have something similar already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances unless otherwise expressly agreed in writing by us. Be aware that we have no obligation to keep User Submissions confidential unless explicitly stated.

## **License Grant**

By submitting a User Submission to us directly or indirectly (including through any use of third-party social media platforms directed at us), you grant to us (or warrant that the owner of such information and material has expressly granted to us) a royalty-free, perpetual, sublicensable, irrevocable, and unrestricted right and license: (i) to use, reproduce, display, modify, adapt, publish, perform, translate, transmit, and distribute or otherwise make available to others such User Submission (in whole or in part and for any purpose) worldwide; (ii) to incorporate such User Submission in other works in any form, media, product, service, or technology now known or hereafter developed for any purpose, including sale, manufacture, or advertising (and to exercise all intellectual property rights associated with such products or other works); and (iii) to use your name, screen name, location, photograph, avatar, image, voice, likeness, and biographical information provided in connection with the User Submission in any and all media and for advertising or promotional purposes. You also hereby grant each user of the Services a non-exclusive license to access your User Submission through the Services, and to tag, rate, review, comment on, use, reproduce, distribute, display, and perform such User Submission as permitted through the functionality of the Services and under this Agreement. Additionally, you irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of your User Submission that you may have under any applicable law or legal theory.

## **Interactive Features and Forums**

We may offer certain interactive features or services through which users can post or upload User Submissions or otherwise interact with the Services or something on them (each, a “Forum”). We do not endorse User Submissions posted in Forums, cannot guarantee the accuracy or authenticity of such User Submissions, and are acting only as a passive conduit for such User Submissions. WE RESERVE THE RIGHT TO REMOVE ANY FORUM CONTENT, OF ANY VARIETY, AT ANY TIME FOR ANY REASON.

You acknowledge and agree that Forums are public spaces and that your participation in such Forums creates no expectation of privacy. Further, you acknowledge that any User Submissions you communicate in Forums may be seen and used by others. You understand that our staff, outside contributors, or other users connected with us may participate in Forums or other aspects of the Services and may employ anonymous usernames when doing so. Any user failing to comply with this Agreement may be expelled from and refused continued access to Forums in the future. However, we are not responsible for User Submissions that you or others choose to communicate in Forums, or for your actions or the actions of other users. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONAL INFORMATION OR OTHER USER SUBMISSIONS PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON OR THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK.

You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following, at our sole discretion: (i) evaluate User Submissions before allowing it to be posted on the Services or any Forum; (ii) monitor User Submissions and Forums; (iii) alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any User Submissions, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner; and/or (iv) disclose any User Submissions, and the circumstances surrounding its transmission, to any third-party in order to operate a Services, to protect us, our visitors or others, to comply with legal obligations or governmental requests, to enforce this Agreement, or for any other reason or purpose we deem appropriate. If you see User Submissions on the Services that you believe violates this Agreement, please [Contact Us](#).

## **RESTRICTIONS ON USE**

While using the Services, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use the Services for any fraudulent or unlawful purpose, and you may

not take any action to interfere with the Services or any other party's use of the Services. In addition, we expect users of the Services to respect the rights and dignity of others. For example, you may not do any of the following without our consent:

- Post to or transmit through the Services any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Services;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Services, or express or imply that we endorse any statement you make;
- Violate, or attempt to violate, the security of the Services;
- Disseminate on the Services any viruses, worms, spyware, adware, or other malicious computer code, file, or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software, or equipment;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Services;
- Build a competitive product or service using the Services, build a product or service using similar ideas, features, functions, or graphics as the Services or determine whether the Services are within the scope of any patent;
- Interfere in any manner with the operation or hosting of the Services or monitor the availability, performance, or functionality of the Services;
- Use any data mining, bots, spiders, automated tools, or similar data gathering and extraction methods, directly or indirectly, on the Services or to collect any information from the Services or any other user of the Services; or
- Assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Services.

#### INTERACTIVE CHAT AND CHATBOTS

Some of the Services may have chat, live support, or similar functionality to serve you better ("Chats"). You should review [our Privacy Policy](#) to learn how we treat information that could identify you gathered via a Chat. If you are signed into an Account while using a Chat, the Chat may link the Account information with you or the Chat interaction. You may not impersonate or attempt to gain information regarding another individual via a Chat. Information provided via a Chat may be inaccurate, and Chats may not always be available or error-free. Chats may be provided by third parties, and you may be entering into a contractual agreement with those third parties when you use the Chat. You should refer to the applicable Chat and its hyperlinks to learn more.

#### TEXT MESSAGE PROGRAM TERMS

**BY PARTICIPATING IN A TEXT MESSAGE PROGRAM, YOU ARE AGREEING TO THE DISPUTES, ARBITRATION, AND CLASS ACTION WAIVER OF THIS AGREEMENT AS WELL AS THE REST OF THE TERMS HEREIN, INCLUDING THE LIMITATION OF LIABILITY.**

We offer our customers mobile alerts regarding sales, promotional events, new product releases, loyalty program alerts, cart reminders, and order and shipping alerts by SMS message (each a "**Text Message Program**"). By participating in a Text Message Program, you acknowledge your personal information is subject to [our Privacy Policy](#).



### **Signing Up and Opting In to a Text Message Program**

Enrollment in a Text Message Program requires you to provide your mobile phone number and to agree to this Agreement. You may not enroll if you are under eighteen (18) years old (or the applicable age of majority in your home state) or if you do not agree to the terms of this Agreement. We reserve the right to stop offering a Text Message Program and/or terminate your participation in a Text Message Program at any time with or without notice.

By opting into a Text Message Program, you:

- Authorize us to use auto dialer or non-auto dialed technology to send recurring text messages to the mobile phone number associated with your opt-in (i.e., the number listed on the opt-in form or, if none, the number from which you send the opt-in, or, if none, the number on file for the account associated with your opt-in).
- Acknowledge that you do not have to consent to receive text message advertisements as a condition of purchasing goods or services.
- Confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to opt into the Text Message Program.
- Consent to the use of an electronic record to document your opt-in.

### **Content You May Receive**

Once you opt-in to a Text Message Program, your message frequency may vary. You may receive alerts about:

- Marketing Campaigns, Offers and Coupon Programs
- Offers and Promotional Events
- Cart or Shopping Reminders
- Ashes2Athletes Events Near You

### **Order Tracking and Delivery Alerts Opting Out and Seeking Assistance**

You may opt out of receiving text messages from us at any time by texting “STOP,” “END,” “UNSUBSCRIBE,” “CANCEL,” “QUIT,” or “PLEASE OPT ME OUT” to any of the text messages you have received from us. For a Text Message Program operated through a different number, text STOP to that number to opt out. Your opt-out request may generate either a confirmation text or a text request to clarify the Text Message Program to which it applies (if you have subscribed to more than one). To complete your opt-out, please provide the requested clarification. You acknowledge that the text message platform may not recognize and respond to unsubscribe requests that do not include the “STOP,” “END,” “UNSUBSCRIBE,” “CANCEL,” “QUIT,” or “PLEASE OPT ME OUT” keyword commands and agree that we and our service providers will have no liability for failing to honor such texts that do not contain such keyword commands. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from a Text Message Program list, is not a reasonable means of opting out. If you unsubscribe from one of our Text Message Programs, you may continue to receive text messages from us through any other programs you have joined until you separately unsubscribe from those programs. This Agreement will still apply if you withdraw the consent mentioned above or opt out of a Text Message Program.

If you need assistance at any time, or you forget what keywords are supported, just text “HELP” to the number sending the text message you received.

### **Cost and Frequency of Messages**

Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone’s pricing plan and the charges for sending and



receiving text messages. You acknowledge that you are responsible for any message, data, or other charges incurred (usage, subscription, etc.) as a result of using a Text Message Program. Text Message Programs are offered on an “as-is” basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with a Text Message Program.

### **Supported Carriers**

Supported carriers are AT&T, T-Mobile, Verizon Wireless, Sprint, Boost, Virgin Mobile, U.S. Cellular, Cricket, Alltel, Cincinnati Bell, Cellcom, C-Spire, nTelos, MetroPCS, and other smaller regional carriers. A Text Message Program may not be available on all wireless carriers. We may add or remove any wireless carrier from a Text Message Program at any time without notice. We and mobile carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

### **Changing Your Phone Number**

If you change, forfeit, or deactivate the phone number you provided to us for a Text Message Program, you agree to notify us immediately of such change or to unsubscribe from the Text Message Program prior to changing, forfeiting, or deactivating the phone number. Failure to do so constitutes a material breach of this Agreement. To notify us or find out more information on our text message marketing programs, [Contact Us](#). [Our Privacy Policy](#) applies to text message marketing programs.

### **THIRD-PARTY CONTENT AND LINKS**

We may provide on the Services, solely as a convenience to users, links to websites, social media pages, mobile applications, or other services operated by other entities. If you click these links, you will leave the Services. If you decide to visit any external link, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites, services, or the information appearing thereon or any of the products or services described thereon. Links do not imply that we are legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links; or that any linked website or service is authorized to use any of our trademarks, logos, or copyright symbols.

Any information, statements, opinions, or other information provided by third parties and made available on the Services are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement, or other third-party content on the Services.

We may maintain a presence on and link to social media websites (collectively, “Social Media Pages”) to provide a place for people to learn more about us and our products and to share experiences with our products. When you visit these Social Media Pages, you are no longer on the Services, but rather a website operated by a third party. All comments, visuals, and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values, or ideas. All visitors to our Social Media Pages must comply with the respective social media platform’s terms of use.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES. ASHES2ATHLETES IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES INCURRED AS A RESULT OF ANY DEALINGS WITH ANY THIRD-PARTY WEB SITE, ANY

MERCHANT OR OPERATOR OF A THIRD-PARTY WEB SITE, OR ANY OTHER PERSON WITH WHOM YOU ENGAGE IN ANY TRANSACTION.  
COPYRIGHT INFRINGEMENT NOTICES

It is our policy to expeditiously respond to notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act (“DMCA”). This section describes the information that should be present in these notices and the take down procedure we follow with respect to allegedly infringing material. If we receive proper notification of claimed copyright infringement, our response to these notices may include removing or disabling access to the allegedly infringing material and/or terminating or suspending users. If we remove or disable access in response to such a notice, we will make a good faith attempt to contact the provider of the allegedly infringing content so that they may make a counter notification pursuant to the DMCA. It is our policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect their copyrighted works that we determine are reasonable under the circumstances.

If you believe that any Content on the Services infringes upon any copyright which you own or control, you may send a written notification to our designated copyright agent (the “Designated Agent”), identified below, with the following information:

- A description of the copyrighted work or other intellectual property that you claim has been infringed, with sufficient detail so that we can identify the alleged infringing material;
- The URL or other specific location on the Services that contains the alleged infringing material described in above, with reasonably sufficient information to enable us to locate the alleged infringing material;
- Your name, mailing address, telephone number and email address;
- The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner’s behalf;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the information contained in your notice is accurate and that you attest under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner’s behalf.

Email: [legal@ashes2athletes.com](mailto:legal@ashes2athletes.com)

Address: Ashes2Athletes, LLC, 343 E. Maple Road, Troy, MI 48083-2718

To notify the provider of the allegedly infringing material to which we have removed or disabled access, we may forward a copy of your infringement notice, including your name and email address to the provider of the allegedly infringing material.

We may terminate users who, in our sole discretion, are deemed to be repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys’ fees, incurred by us or the alleged infringer. If you receive an infringement notification from us, you may file a counter notification pursuant with our Designated Agent pursuant to the DMCA. To file a counter notification, please provide our Designated Agent with the following information:

- 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 access was disabled;
- Your name, mailing address, telephone number, and email address;
- The following statement: “I consent to the jurisdiction of [insert one of the following: (1) “the Federal District Court in which my mailing address is located”, or (2) if you reside outside of the United States, “the United States District Court for the Central District of California]”;

- The following statement: “I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent”;
- The following statement: “I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled”; and
- Your signature, in physical or electronic form.

Upon receipt of valid counter notification, we will promptly provide the person who provided the original infringement notification with a copy of your counter notification and inform that person that we will replace the removed material or cease disabling access to it in ten (10) business days. Further, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of your counter notice, unless the Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Services.

#### CHANGES TO THIS AGREEMENT

We may revise or otherwise change or update this Agreement from time to time. We will use reasonable efforts to notify you of such changes. However, please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. When changes are made to this Agreement, they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review this Agreement—there may have been changes to our policies that may affect you. If you do not agree to the Agreement as modified, then you must discontinue your use of the Services. Your continued use of the Services will signify your continued agreement to this Agreement as revised. We will make reasonable efforts to notify you of material changes to this Agreement. Such efforts might include posting notice on the Services, an email to the address we have on file, or a message in your Account.

#### ADDITIONAL TERMS, CONDITIONS, AND POLICIES

This Agreement applies exclusively to your access to, and use of, the Services and does not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs or otherwise. Additional terms, conditions, and/or policies may apply to use of specific portions of the Services and to the purchase of certain merchandise or services and are included as part of this Agreement, whether they reference this Agreement or not.

Any sweepstakes, contests, coupons, rebates, or other promotions made available through the Services may be governed by specific rules that are separate from this Agreement. By participating in any such promotion, you will become subject to those rules, which may vary from the terms set forth herein and which, in addition to describing such promotion, may have eligibility requirements, such as certain age or geographic restrictions. It is your responsibility to read the applicable rules to determine whether your participation, registration, submission, and/or entry are valid; you agree to read and abide by the applicable rules.

We have also adopted [a Privacy Policy](#) that you should refer to in order to fully understand how we use and collect information. To learn about our privacy practices, please refer to [our Privacy Policy](#). Should we employ you, none of the materials provided on a Site constitute or should be considered part of an employment contract or an offer for employment.

#### DISCLAIMER OF WARRANTY

**WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE CONTENT AVAILABLE ON THE SERVICES OR ANY OTHER SITES LINKED TO OR FROM THE SERVICES.**

**DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE SERVICES IS DONE AT YOUR OWN RISK. THE SERVICES AND CONTENT ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

#### **LIMITATION OF LIABILITY**

**WE AND OUR AFFILIATES, SUBSIDIARIES, DIVISIONS AND RELATED COMPANIES AS WELL AS OUR AGENTS, SUPPLIERS, SERVICE PROVIDERS, AND RETAILERS (COLLECTIVELY, THE “RELEASEES”) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR THE INABILITY TO USE THE SERVICES, CONTENT OR EXTERNAL LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, OR ANY COMPUTER VIRUS OR FAILURE.**

**RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF DATA OR PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD-PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

**REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD-PARTY IS LIMITED TO THE GREATER OF THE ACTUAL TOTAL AMOUNT RECEIVED BY US FROM YOU IN THE SIX (6) MONTHS PRECEDING THE CLAIM, OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.**

#### **INDEMNIFICATION**

You agree to indemnify, defend, and hold us and the Releasees and all of our directors, officers, employees, agents, shareholders, successors, assigns, and contractors harmless from and against any and all claims, damages, suits, actions, liabilities, judgments, losses, costs (including without limitation reasonable attorneys’ fees), or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of this Agreement; (ii) your activities in connection with the Services; or (iii) User Submissions or other information you provide to us through the Services. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

#### **DISPUTES, ARBITRATION, AND CLASS ACTION WAIVER**

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY.**

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN

ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

#### **Agreement to Arbitrate**

You and we agree that any dispute, claim or controversy, including those known or unknown that may be later discovered, arising out of or relating to this Agreement, other agreements on the Services, or the Privacy Policy, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration in Michigan. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS rules & procedures as those rules exist on the effective date of this Agreement.

#### **No Class Actions**

YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

#### **Jury Trial Waiver**

To the fullest extent permitted by applicable law, you and Ashes2Athletes waive the right to a jury trial.

#### **Seeking Arbitration**

If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("**Notice**"). The Notice to us must be addressed to: Ashes2Athletes LLC, 343 E. Maple Road, Troy, MI 48083-2718. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by us, must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("**Demand**"). If you and we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding or file a claim in small claims court.

#### **Injunctive Relief**

Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is

appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective, and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

### **Confidentiality**

You and we shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

### **Coordinated Proceedings**

If twenty-five (25) or more individuals initiate Notices of dispute with us raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals (“**Coordinated Claims**”), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and our counsel shall each select five (5) cases to proceed first in arbitration in a bellwether proceeding (“**Test Cases**”). The remaining cases shall not be filed in arbitration until the first ten (10) have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another five (5) cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer to resolve each and every outstanding claim. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against us. Individuals bringing Coordinated Claims shall be responsible for up to US \$250 of their filing fees or the maximum permissible under the applicable arbitration rules. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the Coordinated Proceedings specified in this Section are pending. We will take such action, if any, required to effectuate such tolling.

### **Governing Law and Rules**

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan, exclusive of conflict or choice of law rules. You and we acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect, or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

### **Severance of Arbitration Agreement**

If the clauses concerning and describing the procedures and obligations related to Coordinated Claims and Test Case procedures is or becomes invalid or unenforceable, then the remaining entire arbitration agreement and any clauses concerning, relating to, specifying, or otherwise describing the arbitration agreement shall be severed from this Agreement. However, any duty of confidentiality whether or not such duty is connected with arbitration shall survive such severance.

## MISCELLANEOUS LEGAL PROVISIONS

### **Modifications to the Services**

We reserve the right to modify, suspend, or discontinue the Services and any service, content, features, or products offered through the Services at any time for any reason, without notice to you. We will have no liability to you or any third party for modification, suspension, or discontinuance of the Services, or any service, content, feature, or product offered through the Services. We may discontinue or restrict your use of the Services at any time for any reason, without notice.

### **Termination**

The Services and this Agreement are in effect until terminated by you or us. We may terminate this Agreement by notifying you using any contact information we have about you or by posting such termination on the Services, including in your Account. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any Account information or other Site credentials, to us using the information in the [Contact Us section](#). In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to the Services or any of their features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of this Agreement concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all Content obtained from the Services and all copies thereof; (ii) you will immediately cease all use of and access to the Services; (iii) we may delete or disable access to any of your User Submission at any time; and (iv) we may delete your Account at any time. You agree that if your use of the Services is terminated pursuant to this Agreement, you will not attempt to use the Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of the Services after termination will be a violation of this Section, which survives any termination.

Even after the termination of this Agreement, your Account, access to the Services, or any User Submission you have posted or submitted may remain on the Services indefinitely.

### **Children**

The Services are not intended for the use of individuals under the age of 16, and we do not knowingly collect information online from children under the age of 16. If you are under the age of majority in your home state, which is 18 years in most states, you may not establish an Account, and you should use the Services only with the supervision of a parent or guardian who agrees to be bound by this Agreement. Additionally, certain Services or sections of the Services, as well as promotions, programs, and commerce we may offer on the Services, may be explicitly limited to people over the age of majority. If you are not old enough to access the Services or certain sections or features of the Services, you should not attempt to do so.

### **Consent to Communication**

When you use the Services or send communications to us through the Services, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Services. We may communicate with you by email or by posting notices on the Services. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically



satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting User Submission, creating an Account, or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with [our Privacy Policy](#).

### **Waiver**

The failure of Ashes2Athletes to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

### **Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be replaced in interpretation by a valid and enforceable term that most closely aligns with the intent of the original provision. If that is not possible, the provision shall be removed, and the rest of the Agreement will be enforceable.

### **Force Majeure**

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

### **Assignment**

We may assign this Agreement at any time with or without notice to you. You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without our prior written consent.

## **TERMS FOR USERS IN CERTAIN GEOGRAPHIC LOCATIONS**

### **California Residents**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered and expressly forgo and waive all protections as by California Civil Code Section 1542, which states, “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” By using this Site, you agree that these California Civil Code Section 1542 protections no longer apply to you.

### **New Jersey Residents**

If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (i) Disclaimer of Warranty; (ii) Limitation of Liability; (iii) Indemnity; and (iv) under the Disputes, Arbitration, and Class Action Waiver section and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

**Contact**

If you have questions about this Agreement, or if you have technical questions about the operation of the Services, please email us at [legal@ashes2athletes.com](mailto:legal@ashes2athletes.com) or by writing us at 343 E. Maple Road, Troy, MI 48083-2718. If you have any questions or comments about our company or our products or have other customer service needs, please contact our customer service representatives.