

# **ATHLETE IN YOU – TERMS OF USE**

## **Acceptance of AIY Policies**

By using or visiting the “Athlete In You” (AIY) website and platform (collectively, “Website”), you are agreeing to be bound by the following AIY policies: Terms of Use and Privacy Policy. Your agreement to be so bound is based upon your affirmation that you are 18 years of age or older or at least 13 years of age and possess legal parental or guardian consent (the Website is not intended to be used by children under the age of 13). No other contract or agreement has been created or implied between you and AIY, or its officers, directors, employees, affiliates, or representatives, regarding its Website.

## **Website Access**

You are granted permission to use the AIY Website solely for your personal and noncommercial use pursuant to these Terms of Use. You may not copy, distribute or otherwise link the Website in any medium without AIY’s prior written consent. You are also prohibited from collecting any personal information, including account names, from the Website for any commercial purposes, including solicitation, and may not use or launch any automated system (i.e. “spiders” or “webcrawlers”) that accesses the Website in a manner beyond normal usage by personal users or for scrupulous purposes, including collecting personal information of users. Notwithstanding the above, AIY grants operators of public search engines permission to use spider or webcrawler programs to add to its public index, allowing users to search for and find its content.

## **Accounts**

If you choose to create an account, you must provide complete and accurate information and are responsible for the activity conducted on your account. So, keep your password to access your account secure. You also may not use another person’s account without permission, preferably in writing. Should you discover unauthorized use of your account or some other security breach, you must notify AIY immediately. By failing to do so, you may be liable to AIY or others for any losses relating thereto.

## **Intellectual Property Rights**

All content on AIY’s Website, including, but not limited to, software, graphics, text, photos, videos, sound, and music and AIY’s intellectual property, including trade names, trademarks, service marks, and copyrighted materials, are owned by or licensed to AIY, subject to state, federal, and international intellectual property laws and regulations. Any submissions of content by you or others may be shared on the Website, whether

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### **Content Control**

Although AIY will strive to provide true and accurate information on its Website, AIY simply cannot guarantee the accuracy of its content. In turn, AIY specifically disclaims any implied warranty of suitability for any purpose whatsoever with respect to such content. Notwithstanding the above, AIY does not endorse any advice, recommendation, or opinion expressed by you or others and disclaims any and all liability in connection with submitted content by you or others, whether published or not. Should AIY be notified or otherwise discover unauthorized use of content by you or others, including infringement of intellectual property rights, AIY may remove such content. AIY will also take appropriate action for other inappropriate content submitted to the Website, including pornographic, obscene, defamatory and threatening material, including removal of such content or termination of access to the Website or both. Therefore, you agree that you will not submit content that infringes on intellectual property or privacy rights of others; that puts forth misrepresentations that may harm AIY or others; that is unlawful, pornographic, obscene, defamatory, threatening, harassing, racist, or otherwise criminal; that advertises or solicits business; or that is impersonating others.

### **DMCA “Takedown Notice”**

Pursuant to the Digital Millennium Copyright Act (“DMCA”), if you believe that content on the Website infringes on your copyrights, you may provide AIY with a “Takedown Notice” in compliance with 17 U.S.C. §512(c)(3) addressed to Copyright Agent, Athlete In You, LLC, 1575 Delucchi Lane, Suite 115, Reno, NV 89502.

### **Limitation of Liability**

You understand and agree that you are using the AIY Website at your own risk and AIY expressly disclaims any and all warranties, expressed or implied, in connection with the Website, its content, products, or the websites or content of other websites linked to

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### **Indemnification**

You agree to indemnify and hold harmless AIY, its officers, directors, managers, members, employees, representatives, agents, and affiliates from any and all damages, losses, claims, and expenses (including reasonable attorneys' fees and costs) arising from your visiting, accessing, otherwise using the Website.

### **Miscellaneous**

These Terms of Use may not be assigned or transferred by you, but may be assigned or transferred by AIY without your consent or other restriction. The AIY Policies, including these Terms of Use, are governed by and shall be interpreted under the laws of the State of Nevada. Any claim or dispute between you and AIY shall only be brought before the courts located in the State of Nevada, Washoe County within 1 year of the time any such claim or dispute arose or be forever barred. Should any provision of the AIY Policies, including these Terms of Use, be deemed invalid by a court of competent jurisdiction, any such invalid provision(s) shall not render the validity of the remaining provisions invalid, thus leaving the remaining provisions in full force and effect. AIY's failure to enforce any provision of its Policies, including these Terms of Use, shall not be deemed a waiver of such provision. AIY reserved the right to amend its Policies, including these Terms of Use, at any time without notice. Your use of the Website after any such amendments constitutes your acceptance of the amendments.