

# ATHLETE ONE, LLC TERMS OF USE

Last Modified: October 10, 2024

## **Acceptance of the Terms of Use**

These terms of use are entered into by and between you and Athlete One, LLC ("**Company**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of our services, which includes all websites, applications, subscriptions, portals, or other features Athlete One operates, including [www.athleteone.com](http://www.athleteone.com); [www.totalglobalsports.com](http://www.totalglobalsports.com); and [www.scoutingzone.com](http://www.scoutingzone.com) and any content, functionality, and services offered on or through the sites (the "**Website**"), whether as a guest or a registered user (collectively, "**Online and Mobile Resources**").

Please read the Terms of Use carefully before you start to use the Online and Mobile Resources. **By using the Online and Mobile Resources or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [https://s3.amazonaws.com/images.totalglobalsports.com/privacy/Athlete+One+-+Privacy+Policy+-+7-22-24+Version\(8436954.1\).pdf](https://s3.amazonaws.com/images.totalglobalsports.com/privacy/Athlete+One+-+Privacy+Policy+-+7-22-24+Version(8436954.1).pdf), incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Online and Mobile Resources.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE BEGINNING TO USE THE SERVICES, AS THEY SET FORTH A LEGALLY BINDING AGREEMENT BETWEEN YOU AND COMPANY. BY USING THE SERVICES, YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION AND STATE OF RESIDENCE, AND UNDERSTAND, ACCEPT, AND AGREE TO BE BOUND AND ABIDE BY THE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MUST NOT USE THE SERVICES.

IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY (A "MINOR") IN YOUR JURISDICTION OR STATE OF RESIDENCE, BEFORE USING THE SERVICES, YOUR PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT TO THE TERMS OF USE. BY PERMITTING A MINOR TO USE THE SERVICES, A MINOR'S PARENT OR GUARDIAN BECOMES SUBJECT TO THE TERMS OF USE AND AGREES TO BE RESPONSIBLE FOR ALL OF THE MINOR'S ACTIVITIES ON THE SERVICES. ANY REFERENCE TO "YOU" OR "YOUR" HEREIN REFERS TO BOTH THE PARENT/GUARDIAN AND THE MINOR.

## **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Online and Mobile Resources thereafter. However, any changes to the dispute resolution provisions set out in **Governing Law and Jurisdiction** will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Online and Mobile Resources following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Accessing the Online and Mobile Resources and Account Security**

We reserve the right to withdraw or amend Online and Mobile Resources and any service or material we provide, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Online and Mobile Resources is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts or all of the Online and Mobile Resources.

As the parent or legal guardian of a minor with access to the Online and Mobile Resources, which includes the Website, accounts, or subscription services, you are responsible for monitoring your child's access to and use of the Online and Mobile Resources, as well as any communications made or received by your child through the Online and Mobile Resources. This applies even if your access to the Online and Mobile Resources, including accounts and subscription services, was originally granted to you by your minor child. You are also responsible for the use of Online and Mobile Resources by minors or others that may have access.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Online and Mobile Resources.
- Ensuring that all persons who access the Online and Mobile Resources, including your children, are aware of these Terms of Use and comply with them.

To access the Online and Mobile Resources or some of the resources offered, you may be asked to provide certain registration details or other information about yourself or your children. It is a condition of your use of the Online and Mobile Resources that all the information you provide is correct, current, and complete. You agree that all information you provide to register or otherwise, including, but not limited to, through the use of any interactive features, is governed by our Privacy Policy , and you consent to all actions we take with respect to your information or your child's information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and that you are responsible for your account as well as your minor child's account. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you, your minor child, or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you or your minor child have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The Online and Mobile Resources and all contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* <https://www.instagram.com/athlete.one.sports/> with certain content, you may take such actions as are enabled by such features.

You must not:

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### **Trademarks**

The Company name, the terms, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors.

You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Online and Mobile Resources only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Online and Mobile Resources:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses [or screen names] associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Online and Mobile Resources, or which, as determined by us, may harm the Company or users of the Online and Mobile Resources, or expose them to liability.

Additionally, you agree not to:

- Use the Online and Mobile Resources in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Online and Mobile Resources, including their ability to engage in real time activities through the Online and Mobile Resources.
- Use any robot, spider, or other automatic device, process, or means to access the Online and Mobile Resources for any purpose, including monitoring or copying any of the material on the Online and Mobile Resources.
- Use any manual process to monitor or copy any of the material on the Online and Mobile Resources, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Online and Mobile Resources.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Online and Mobile Resources.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Online and Mobile Resources.

### **User Contributions**

The Online and Mobile Resources may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Online and Mobile Resources.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Online and Mobile Resources, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Online and Mobile Resources.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Online and Mobile Resources or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Online and Mobile Resources.
- Terminate or suspend your access to all or part of the Online and Mobile Resources for [any or no reason, including without limitation,] any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Online and Mobile Resources. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Online and Mobile Resources and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy [https://s3.amazonaws.com/images.totalglobalsports.com/privacy/Athlete+One+-+Privacy+Policy+-+7-22-24+Version\(8436954.1\).pdf](https://s3.amazonaws.com/images.totalglobalsports.com/privacy/Athlete+One+-+Privacy+Policy+-+7-22-24+Version(8436954.1).pdf) .
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Copyright Infringement**

If you believe that any User Contributions violate your copyright, please contact us at the contact information below and provide us with a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

### **Reliance on Information Posted**

The information presented on or through the Online and Mobile Resources is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Online and Mobile Resources or by anyone who may be informed of any of its contents.

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### **Changes to the Online and Mobile Resources**

We may update the content on the Online and Mobile Resources from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Online and Mobile Resources may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Online and Mobile Resources**

All information we collect on this Online and Mobile Resources is subject to our Privacy Policy [https://s3.amazonaws.com/images.totalglobalsports.com/privacy/Athlete+One+-+Privacy+Policy+-+7-22-24+Version\(8436954.1\).pdf](https://s3.amazonaws.com/images.totalglobalsports.com/privacy/Athlete+One+-+Privacy+Policy+-+7-22-24+Version(8436954.1).pdf) . By using the Online and Mobile Resources, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services, or features of the Online and Mobile Resources. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Online and Mobile Resources may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Online and Mobile Resources.

- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on the Online and Mobile Resources to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Online and Mobile Resources or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Online and Mobile Resources other than the homepage.
- Otherwise take any action with respect to the materials on this Online and Mobile Resources that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Online and Mobile Resources**

If the Online and Mobile Resources contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Online and Mobile Resources, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE ONLINE AND MOBILE RESOURCES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE ONLINE AND MOBILE RESOURCES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED

SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

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### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Online and Mobile Resources, including, but not limited to, your User Contributions, any use of the Online and Mobile Resources' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Online and Mobile Resources.

### **Governing Law and Jurisdiction**

All matters relating to the Online and Mobile Resources and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Online and Mobile Resources shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE ONLINE AND MOBILE RESOURCES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Athlete One regarding the Online and Mobile Resources and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Online and Mobile Resources.

**Your Comments and Concerns**

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All other feedback, comments, requests for technical support, and other communications relating to the Online and Mobile Resources should be directed to: [cs@athleteone.com](mailto:cs@athleteone.com).