

CLUBSPORTAL, LLC WEBSITE TERMS OF USE

CLUBSPORTAL, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, IS HEREINAFTER REFERRED TO IN THESE TERMS OF USE AS “CLUBSPORTAL”, “COMPANY”, AND “WE”.

WE ARE ENGAGED IN THE BUSINESS OF, AMONG OTHER THINGS, DEVELOPING AND/OR COMMERCIALIZING THE CLUBSPORTAL SOFTWARE AND SYSTEM (OUR “SERVICE”) WHICH SEEKS TO (I) PROMOTE ATHLETE AND COACH DEVELOPMENT, (II) ENSURE CONSISTENCY AND CONTINUITY OF ATHLETE TRAINING AND COACHING, AND (III) ENABLE SPORTS CLUBS AND SIMILAR ENTITIES TO MAINTAIN A SOCIAL NETWORK AND TRAINING, DEVELOPMENT, MONITORING AND RELATED RESOURCES FOR ATHLETES, COACHES AND OTHERS, WHICH IS ACCESSIBLE THROUGH OUR WEBSITE AND OTHER INTERFACES (INCLUDING VIA MOBILE APPLICATIONS) WHICH WE MAKE AVAILABLE FROM TIME TO TIME.

PLEASE READ THESE TERMS OF USE (“TERMS OF USE”) CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. BY ACCESSING OR USING OUR WEBSITE OR BY PURCHASING A LICENSE FOR OUR SERVICE OR OTHER ITEM FROM US, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE LEGALLY BOUND BY THESE TERMS OF USE.

1. **POLICIES, TERMS AND CONDITIONS.** By accessing or using our website at www.club-sportal.com and any other websites we own or operate from time to time (collectively, our “Website”), you acknowledge that you have read, understood and agreed to be bound by these Terms of Use, the terms of any applicable license agreement with Company, and any other policies, terms and conditions related to our Website that we establish from time to time, including our Website Privacy Policy (collectively, our “Policies”). We reserve the right to add, delete, modify, or otherwise alter any or all of our Terms of Use and Policies at any time without further notice, at our sole discretion. It is your responsibility to check our Website to determine the then-current Terms of Use and Policies to which you are bound. If you do not agree to abide by these or any future Terms of Use or Policies, do not use or access, or continue to use or access, our Website or our Service.
2. **CONTENT WE PROVIDE.** You acknowledge that our Website or Service contains information, data, data compilations, software, photographs, videos, typefaces, text, graphics, sounds, images, and other material (collectively, “Content”) that are the property of ClubSportal or other third parties, and that such Content is or may be protected by United States and/or international copyright, trademark and other intellectual property laws. You may not use, reproduce, distribute, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part, unless this data belongs to you or

your Club, without the prior written consent of the owner thereof. However, you have our permission to view electronically, copy and print hard copies of Content which is owned by us solely for personal, non-commercial purposes related to our Service.

3. **CONTENT OTHERS PROVIDE.** By using our Website or Service, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Company generally does not review Content provided by our subscribers or users. You agree that we are not responsible for third parties' (including other subscribers and users) Content or information or for any damages as result of your use of or reliance on it. You are responsible for deciding if you want to access or use such Content or other material that are accessible from our Service or Website.
4. **SERVICE AVAILABILITY AND TERMINATION.** We may change, suspend, terminate or end our Service or your access to our Service or Website, or change and modify prices prospectively of our licenses for our Service or other items in our discretion. We may also terminate your access to our Service or Website if you breach or violate your License Agreement, these Terms of Use or our Policies or if the License Agreement applicable to you expires or terminates. To the extent allowed under applicable law, any applicable License Agreement, or under our Policies, these changes or events may be effective upon notice provided to you.
5. **CODE OF CONDUCT.** You agree that you will: (a) comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements; (b) provide accurate information to us and keep it updated; (c) use your real name on your profile; and (d) use the Service in a professional and responsible manner. You agree that you will not: (aa) act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content; (bb) add Content that is not intended for, or inaccurate for, a designated field (e.g. including personally identifiable information for which there is not a field provided by Company); (cc) use an image that is not your likeness for your profile, if any; (dd) create a false identity on the Service; (ee) misrepresent your current or previous positions and qualifications; (ff) misrepresent your affiliations with a person or entity, past or present; (gg) misrepresent your identity, including but not limited to the use of a pseudonym; (hh) create a profile for anyone other than yourself (a real person) or for whom you don't have express written authorization; (ii) invite people you do not know to join your network; (jj) use or attempt to use another's account; (kk) harass, abuse or harm another person; (ll) send spam or other unwelcomed communications to others; (mm) act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner; (nn) disclose information that you do not have the right to disclose (such as confidential information of others, including your employer or organization for which you coach or provide training); (oo) violate Intellectual Property rights of Company or others, including patents, trademarks, trade secrets, copyrights or other proprietary rights; (pp) post any inappropriate or unlawful Content on our Website or through our Service; (qq) post anything that contains software viruses, worms, or any other harmful code; (rr) copy or use the information, Content or data of others available on the Service (except as expressly authorized); (ss) copy or use the information, Content or data relating to our Website or our Service in connection with a competitive service (as determined by us); (tt) copy, modify or

create derivative works of the Company, including the Website and Service or any related technology (except as expressly authorized by us); (uu) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Website, Service or any related technology, or any part thereof; (vv) imply or state that you are affiliated with or are endorsed by Company without our express consent; (ww) rent, lease, loan, trade, or sell/re-sell access to the Website or Service or any related information or data; (xx) sell, sponsor, or otherwise monetize any other feature of the Website or Service, without our consent; (yy) remove any copyright, trademark or other proprietary rights notices contained in or on our Service or Website; (zz) access the Service except through the interfaces expressly provided by Company, such as the Website or any Company mobile applications; (aaa) override any security feature of the Website or Service; (bbb) interfere with the operation of, or place an unreasonable load on, the Service or Website (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or (ccc) violate our Terms of Use, Policies and License Agreement or such other terms and conditions established by us from time to time.

6. **CLUBSPORTAL PROPERTY AND IP RIGHTS.** The ClubSportal name and logo, pictures, graphics, as well as our Website and Service itself are protected by copyright, trademark, trade dress and/or other intellectual property laws (“Intellectual Property”). You may not use our Intellectual Property without our prior written consent.
7. **THIRD PARTY PROPERTY AND IP RIGHTS.** Our Website may contain Content and other Intellectual Property owned by third parties or protected by copyright, trademark and other intellectual property rights of third parties (“Third Party Property”). We do not independently verify the business practices of these third parties, and we make no representations and warranties regarding any Third Party Property. The availability of any link or reference of any third party shall in no way constitute an endorsement by us of such third party or by such third party of us. We disclaim any and all proprietary interest in Third Party Property unless otherwise stated in writing.
8. **ERRORS AND INACCURACIES.** Our goal is to provide accurate and up-to-date information on our Website and through our Service. However, our Website or Service may contain typographical mistakes, inaccuracies, errors or omissions, and some information may not be complete or current. We reserve the right to correct any mistakes, inaccuracies, errors or omissions, including after an order has been submitted, and to change or update information at any time without prior notice. We will not be liable to you for any mistakes, inaccuracies, errors or omissions on our Website or in our Service.
9. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (UNLESS COMPANY HAS ENTERED INTO A WRITTEN LICENSE AGREEMENT WITH YOU THAT SUPERSEDES THESE TERMS OF USE), WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IN RESPECT TO OUR WEBSITE, SERVICES, GOODS AND OTHER ITEMS WE SELL. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF OUR WEBSITE IS IT AT YOUR

SOLE RISK AND THAT OUR WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE LICENSE AGREEMENT OR IN THESE TERMS OF USE. SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

10. **EXCLUSION AND LIMITATION ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (UNLESS COMPANY HAS ENTERED INTO A WRITTEN LICENSE AGREEMENT WITH YOU (“License Agreement”) THAT SUPERSEDES THESE TERMS OF USE), IN NO EVENT SHALL COMPANY AND/OR OUR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, REPRESENTATIVES, AGENTS, ATTORNEYS, AFFILIATES, EMPLOYEES, CONTRACTORS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, “COMPANY PARTIES”) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF YOUR USE OF OUR WEBSITE OR YOUR PURCHASE OF A LICENSE FOR OUR SERVICE, GOODS OR OTHER ITEM FROM US, EVEN IF COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER CLAIMS ARE BROUGHT UNDER THE LEGAL THEORIES OF BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORTS, STRICT PRODUCT LIABILITY OR OTHERWISE. SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.
11. **GOVERNING LAW, VENUE AND FORUM.** By visiting or using our Website or by purchasing a license for our Service or any other item from us, you agree that the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws, will govern these Terms of Use, our Policies, any license or purchase transaction between you and us and any dispute arising from any of the foregoing. You consent and agree that any dispute between you and us shall be litigated exclusively in the federal or the state courts located in Fairfax County, Virginia. You hereby irrevocably consent to the exclusive venue and jurisdiction of such Virginia courts, and agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses available to you, including, but not limited to, inconvenient forum.
12. **ELECTRONIC COMMUNICATIONS.** When you visit our Website or communicate with us electronically by sending e-mails, you consent to receiving communications from us electronically. We will communicate with you by e-mail or by posting notices on our Website. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. **INDEMNIFICATION.** You agree to defend, indemnify, and hold Company Parties harmless from any and all costs, expenses and losses (including, without limitation, reasonable attorney fees, court costs and travel expenses) incurred as a result of your violation or breach of any of our Policies, Terms of Use or other agreements in respect to your use of our Website or purchase of Service or other items from us.
14. **ENTIRE AGREEMENT; HEADINGS.** These Terms of Use, our Policies and our written agreements, contracts or documents regarding your purchase of Service or items from us, shall constitute the entire agreement between you and us with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or discussions. The section headings used herein are for convenience only and shall not be given substantive effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of any such right or provision in that or any other instance.
15. **SEVERABILITY.** If any provision of these Terms of Use are held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions, and the unlawful, void or unenforceable provision shall be reformed to be lawful, valid and enforceable to the maximum extent permitted by law.
16. **EQUITABLE REMEDIES.** You acknowledge that any breach of your obligations under these Terms of Use may cause irreparable harm to us for which there is no adequate remedy at law, and as a result, we, in our sole discretion, and in addition to any other remedies available to us, may bring an action or actions for injunctive relief, specific performance or both, and have entered a temporary restraining order, preliminary or permanent injunction, or order compelling specific performance.

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