

## Trackster Terms

### Coaching & Training Plans

#### Full terms:

<https://docs.google.com/document/d/1PXWDr-zh0dILnBEUxL--JTAXv6RF32HLcwyQMUhOR1c0/edit#>

#### 17. Assumption of Risk.

You assume all risks when using our Services, including all of the risks associated with interactions with other Users. You agree to take all necessary precautions when interacting with other Users.

You expressly agree to release Company, its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors (the "released parties") from any and all liability connected with your athletic activities, and promise not to sue the released parties for any claims, actions, injuries, damages, or losses associated with your athletic activities. You also agree that in no event shall the released parties be liable to you or any third-party for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with (a) your use or misuse of the Services, (b) your use of programs created by Company while engaged in athletic activities, (c) your dealings with third-party service providers or advertisers available through the Website or Services, (d) any delay or inability to use the Services experienced by you.

#### 10. User Content; User Conduct.

You acknowledge and agree that if you contribute any content to the Services including, without limitation, through (i) personal communications, including commentary, with other Users through the Services, including available internal communication tools, (ii) uploading any photographs or other digital content, (iii) sharing of any personal information in a User profile, or (iv) any other content you contribute to the Services ("User Content"), you hereby do and shall grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sublicensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display that User Content throughout the world in any media in order to provide and promote the Services and our business. You retain all rights in your User Content, subject to the rights granted to Company in this Agreement.

We do not want to receive confidential, proprietary or trade secret information through the Services. Any information, materials, suggestions, ideas, or comments sent to us (excluding private profile and security information) will be deemed non-confidential, and we may use that information for any purpose including, but not limited to, developing, manufacturing, and marketing products. By submitting any such information, you grant us an irrevocable, non-exclusive, perpetual, worldwide, transferable, sublicensable, fully paid and royalty-free license that will survive termination of these Terms.

By accessing the Services, you agree that you will not contribute any content or otherwise use the Services in a manner that: (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third-party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Company's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Company; (vi) contains a virus or other harmful computer code, file, or program; (vii) uses any manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any page of the Services; or (viii) attempts to decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services.

YOU AGREE TO TAKE ALL NECESSARY PRECAUTIONS WHEN COMMUNICATING OR INTERACTING WITH OTHER USERS, MEETING IN PERSON, SENDING MONEY TO ANOTHER USER OR OTHERWISE SHARING PERSONAL INFORMATION. YOU UNDERSTAND AND AGREE THAT COMPANY IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN USERS. COMPANY DOES NOT CONTROL, ENDORSE, HAVE ANY ASSOCIATION WITH, TAKE ANY RESPONSIBILITY FOR OR OTHERWISE MAKE ANY CLAIMS, REPRESENTATIONS, GUARANTEES OR WARRANTIES REGARDING, THE ACCURACY OR QUALITY OF ANY CONTENT, SERVICES, OR PRODUCTS OFFERED BY ANY USER, OR ANY USER'S PERFORMANCE, SKILLS, OR

ATHLETIC ABILITIES, THE CONDUCT OF ANY USER, OR A USER'S COMPLIANCE WITH RELEVANT LAWS OR REGULATIONS, AND COMPANY DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. COMPANY CANNOT AND DOES NOT MAKE ANY GUARANTEES OF THE CREDENTIALS, CREDIT WORTHINESS, HONESTY, OR BEHAVIOR OF ANY OF THE USERS OF OUR SERVICES. COMPANY IS NOT, AND SHALL NOT BE CONSTRUED AS, A PARTY TO TRANSACTIONS BETWEEN USERS, INCLUDING FOR COACHING SERVICES PURCHASED IN THE COACHING MARKETPLACE, WHETHER OR NOT COMPANY RECEIVES SOME FORM OF REMUNERATION IN CONNECTION WITH THE TRANSACTION, AND COMPANY WILL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING OUT OF OR RELATED TO SUCH TRANSACTION.

IF ANY DAMAGE OR LOSS RESULTS FROM YOUR USE OF OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE, DIRECTLY, OR INDIRECTLY FOR SUCH LOSS. ACCORDINGLY, ALL TRANSACTIONS ARE MADE OR ACCEPTED AT THE USER'S OWN RISK.

## **11. Coaching Services.**

The Coaching Marketplace may be used to help obtain or offer coaching services provided by Coaches ("Coaching Services") and to facilitate payment for such Coaching Services. See below for Additional Term of Service for Users of the Coaching Marketplace.

Upon purchase of Coaching Services, you must designate and provide information (including billing information) about your preferred payment method ("Payment Method"). This information must be complete and accurate, and you are responsible for keeping it up to date. Your failure to maintain complete and accurate billing information may result in the termination of your access to the Services. By purchasing Coaching Services, you agree to pay any taxes, fees, or other incurred charges that apply (including without limitation any subscription fees).

We use a third-party service provider (currently Stripe) to process payment information. By using the Services, you authorize Company to share transaction information with the service provider, and you are giving Company (or a third-party payment processor on its behalf) permission to charge your on-file payment card, for all fees associated with the Services. All payment information that you provide must be accurate, complete, and current. By providing credit card or other payment information, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and fees). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your purchase may be suspended or cancelled. You acknowledge that the amount billed may vary due to changes to your purchases, fee changes, or changes in applicable taxes or other transactional fees, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

All fees due for the Coaching Services shall be paid immediately upon purchase, and will be billed to the Payment Method. If the purchased Coaching Service provides for a monthly subscription, we will not refund any fees already paid to us, even if you cancel your subscription before the end of a payment period. All other Coaching Services will terminate in accordance with the plan you have chosen or product you have purchased.

Should you wish to terminate Coaching Services under a subscription plan, before the end of the plan, you may terminate the plan directly in the Services or by contacting us at [team@trackster.us](mailto:team@trackster.us). All purchases of Coaching Services are final and non-refundable, except at our sole discretion, and in accordance with the rules governing each Coaching Service.

**European Union:** Notwithstanding the foregoing, if you reside in the European Union and purchase any Coaching Services, you may change your mind for any or no reason and receive a full refund of all monies paid within fourteen (14) days (the "Cooling-off Period"). Refunds will not, however, be provided if you have accessed the Services at any time during the Cooling-off Period.

### Fee Changes.

To the maximum extent permitted by applicable laws, a Coach may change their prices for Coaching Services at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on the Services. If you do not wish to pay the new prices, you can cancel the applicable Coaching Service prior to the change going into effect either directly in the Services or by contacting us at [team@trackster.us](mailto:team@trackster.us).

## **12. Your Warranty and Indemnification Obligations.**

By uploading or posting User Content to, interacting with other Users on, or otherwise engaging in, the Services, you represent, warrant, and covenant that (a) you have all necessary rights, permits, licenses, permissions, and approvals to (i) use, submit, or share such User Content, and (ii) grant the licenses in these Terms; (b) your actions are not in violation of any preexisting contractual obligations with any third parties; (c) your actions are not in

violation of any applicable local, state, federal, or foreign law; (d) all information you provide is truthful and accurate; and (e) your User Content and any other of your activities in connection with your use of the Services, and our exercise of all rights and licenses granted by you in the Terms, do not and will not violate, infringe, or misappropriate any third-party's contractual, copyright, trademark, patent, right of privacy or publicity, or other personal or proprietary right, nor does such User Content contain any matter that is defamatory, obscene, libelous, unlawful, threatening, abusive, tortious, offensive or harassing. You agree to pay for all royalties, fees, and any other monies owing any person by reason of User Content you post on or through the Services.

You will defend, indemnify and hold Company and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim, demand, liabilities, loss, expenses or damages, including without limitation reasonable attorneys' fees, arising out of or related to your User Content or any other content you make available on the Services, your use of the Services, or your violation of these Terms.

You will further indemnify, defend, and hold us harmless (and our respective employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our policies; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any other party's access and/or use of the Service through your account.