

## **NWI Sports Performance TERMS OF SERVICE & PRIVACY POLICY**

### **Overview**

By visiting Athletic Performance, Inc.'s (henceforth "NWI Sports Performance") site or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein or available by hyperlink. These Terms of Service apply to all users of the site or NWI Sports Performance services, including without limitation users who are job seekers, employers, recruiters, agencies, browsers, vendors, customers, merchants, and/or contributors of content. These Terms specifically apply to all customers making use of software services that are or may be provided to customers by NWI Sports Performance.

Please read these Terms of Service carefully before accessing or using our software services or website. By accessing said services or any portion of our web site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### **Warranties Disclaimed**

The services and products of NWI Sports Performance are made available "as is," without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, non-infringement, or otherwise, all such warranties being expressly disclaimed. To the extent allowed by law, neither NWI Sports Performance nor any of its service providers, information providers, licensors, employees, officers, directors, members, assignees, or agents shall have any liability for incidental, consequential, indirect, exemplary, punitive, or special damages suffered by you or any other party arising out of or related to your use of the NWI Sports Performance website, services or products, or your purchase of services or products from NWI Sports Performance via the website or otherwise.

### **Limitation of Liability**

To the extent allowed by law, the liability of NWI Sports Performance to you or any other user of NWI Sports Performance services or products for any reason and upon any cause of action shall be limited to and shall in no event exceed the sum of the greater of fifty dollars (\$50.00) or, in the event that your dispute or claim arises from your purchase of services or products, the cost of such disputed services or products (i.e., the amount you paid to NWI Sports Performance for such services or products). This limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, non-infringement, and other causes of action or allegations.

## **Health disclaimer**

NWI Sports Performance may provide sports training, wellness, physical training, fitness, nutrition and other related information, applications, and content. If so, then it is intended only to assist users in their personal training, wellness, physical fitness, nutrition and sports efforts. NWI Sports Performance is not a medical organization and cannot – and does not – give you medical advice or a medical diagnosis. Nothing contained in the NWI Sports Performance website or online services should be construed as medical advice or a medical diagnosis. Any information and reports generated by NWI Sports Performance should not be interpreted as a substitute for physician consultation, evaluation, treatment, or good sense and personal judgment about one's own condition.

Participating in any type of sports has inherent risk of injury. The risk of injury from participation in a fitness regimen and/or from the performance of any exercise is significant, including the potential for catastrophic injury or death. You should and must consult a medical professional before undertaking any fitness regimen or exercise program, including any exercises or techniques set forth or described on this website. Any text, pictures, and description set forth in this website or in other online or in-person services is for educational purposes only (e.g., the information illustrates and explains various fitness-related and exercise techniques) and does not advise that you or any other website user undertake or perform any particular technique or exercise.

You agree that you will not undertake or perform any exercise or technique described in this website, NWI Sports Performance software services, or otherwise by NWI Sports Performance until and unless you consult with and are cleared by a medical doctor in relation to such participation. All users of this website, online services and/or the other products and services of NWI Sports Performance are specifically warned to seek professional medical advice prior to initiating any form of sports training, physical training, or exercise regimen.

## **General Conditions**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **Modifications to the Service and Prices**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service

### **Optional Tools & Outside Links**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Certain content, products and services available via our site may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **What We Do with Your Data**

User gives consent to NWI Sports Performance to collect, store, and use Personal Information and training related data. We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, place an order, fill out a form, respond to a survey, subscribe to the newsletter, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number, credit card, and other information,

We will also collect training related information via our subscription software services when Users voluntarily provide that information to us by using the service. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in

certain Site related activities. NWI Sports Performance reserves the right to aggregate training data and conduct analysis of the same for commercial purposes, including selling aggregate, anonymized training data to third parties.

Regarding training related information, any such information collected by NWI Sports Performance is anonymized before storage. It is against NWI Sports Performance policy to sell training data with any personal identifiers attached. As a general matter, athlete's that train with or use NWI Sports Performance's training tools have a right to privacy. NWI Sports Performance will not disclose athlete training data to baseball teams or coaches without express permission.

Regarding marketing data, NWI Sports Performance may keep a record of all visitors to the Web Site. This tracking information may be used to deliver targeted ads on the Web Site, social media or via NWI Sports Performance's mailing list. Other web site usage data collected by NWI Sports Performance is anonymized before storage and discarded after 12 months.

### **Indemnification**

You agree to indemnify, defend and hold harmless NWI Sports Performance and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **Governing Law**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Washington State.

### **Changes to Terms of Service**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **Your Acceptance of these Terms**

By using this Site, you signify your acceptance of this policy and Terms of Use. If you do not agree to this policy, please do not use NWI Sports Performance's web site or Services. Your continued use of this web site or Services following the posting of this policy will be deemed consent to the foregoing Terms of Use.