

ATHLETE COACH NETWORK, LLC

Terms and Conditions

Last Updated: December 2022

Introduction / About Athlete Coach Network

Welcome to the Athlete Coach Network, LLC. (“ACN”, “we”, “us”, “our”, “The Company”) a Texas based company bringing together top coaches with student and developing athletes — providing both in-depth coaching relationships and quick, on-demand feedback across a variety of sports and diverse levels of experience. These Terms and Conditions govern the use and liability of both The Company App as well as website (“The App”, “The Site”).

You agree that by accessing the App and Site, you have read, understood, and agree to be legally bound by all Terms and Conditions contained herein. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the App and Site, and must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the App and Site are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

The Terms and Conditions listed on The App and Site will always reflect the most updated version.

By utilizing the use of The App or Site reflects a binding contract between you, the User, and The Athlete Coach Network. By accessing The App and Site you do so on personal initiative and are solely responsible for compliance with local and federal laws. If you access The App or Site’s services on behalf of another individual or entity, you represent and warrant that you are authorized to accept these Terms on their behalf such that that individual or entity will be responsible to The Company if these terms are violated.

If there are any questions regarding these Terms and Conditions, please contact us at:

help@athletecoachnetwork.app.

Privacy

The Athlete Coach Network is dedicated to protecting the privacy of its users and coaches. To better understand what we are doing to protect your data, please review our Privacy Policy *here*. This policy covers what personal data is collected by The Company, how it is stored, how it is protected, and how it is used. In some cases, we may share personal information with third parties, but only as explicitly described in the Privacy Policy or Terms and Conditions.

Eligibility

The Children’s Online Privacy Protection Act (“COPPA”) specifically protects children under the age of 13 by requiring parental consent before knowingly identifiable personal information is collected about a

user. Because of this, The Athlete Coach Network Application and Site is not to be used or accessed by any user under the age of 13, even with parental consent. A child under the age of 13 is expressly barred from registering for an account or sending any personal information to The Company. If it is discovered that personal information has been provided or shared by a user under the age of 13, that information will be immediately removed from all databases and the user will be barred from creating a new account. If you believe someone is utilizing The Company's App or Site that is under the age of 13, please contact us immediately at: help@athletecoachnetwork.app.

Children over the age of 13, but under the age of 18, are only allowed to utilize the App or Site with full parental consent. This consent can be revoked at any time by contacting us at: help@athletecoachnetwork.app.

Communications

By registering or creating an account with The Athlete Coach Network App or Site, you expressly consent to receive electronic communications from The Company. These communications will satisfy any legal notice or communication requirement. Copies of these communications should be retained by the user for their own personal records. Promotional material, newsletters, offers, privacy updates, and other news may be sent from time to time.

Creating an Account with The Athlete Coach Network

When creating an account with The Athlete Coach Network you will be required to provide personal information and create a username and password. Any information provided by the user to The Athlete Coach Network is an assurance that the user has the legal authority to provide that information. You may not use The App or Site to impersonate another user or athlete without expressed permission. Your personal and login information will be kept private by both the User and The Company.

By creating an account with The Athlete Coach Network you expressly accept both the Terms and Conditions as well as the Privacy Policy of The Company as well as warrant that you have the legal authority to do so. Further, you represent that you will not submit any information to The App or Site that:

- Violates any local or federal laws or regulations.
- Violates any intellectual property, trademark, or personal rights of another entity or individual
- Is obscene, threatening, fraudulent, deceptive, or harmful to another entity or individual.
- Threatens the security of an individual account, The App, The Site, another entity, or individual.
- Violates the Terms and Conditions of The Company
- Violates the Privacy Policy of The Company

A violation of any of these conditions will result in the termination of your access to The App or Site.

Payment Information

The Athlete Coach Network App and Site have an integrated payment platform, managed by Stripe, a third party that is responsible for the transmission and processing of payments and orders. Any personal information or payment information that is collected will be managed and securely transmitted by Stripe.

The Athlete Coach Network will not manage nor store any personal payment information, only the third party. The User will be responsible for any and all fees and taxes associated with the use of The App or Site and will not hold the Company liable for any inability to make payments. All orders or services placed through the App or Site will be delivered by the company only after verification of payment has been received from the third party platform managing payments. While it is the goal of The Athlete Coach Network to provide high quality services and products to all users of The App or Site, it is not responsible for any hardware or software limitations of the user. As the material will be reviewed, transmitted, and accessed via an individual user's device, The Company cannot make any guarantee as to the quality of the content provided.

User Rights

Through normal use of The App or Site a user may be provided with materials or services including but not limited to video, text, animation, graphics, images, or other physical or digital media. This material is protected by intellectual property law. By using The App or Site a user agrees to abide by all copyright, patent and trademark law. Further, the user agrees that they will not disseminate, transmit, post, broadcast or otherwise send the material provided to them through normal use of The App or Site without express consent from the owner of the content. Violation of this will result in the termination of the user's account.

Further, a user understands that The Athlete Coach Network owns any and all data collected by or through The App or Site, including information regarding use and viewing of The App or Site. This material will be handled as outlined in our Privacy Policy and will be used to make enhancements and changes to The App or Site.

When a user uploads content onto The App or Site, the user gives The Athlete Coach Network the right to utilize the content for marketing and publication purposes. Further, any post, video, or other upload will be defined as a "User Submission" which may be viewable by other users of The App or Site. By posting User Submissions, the user gives The Athlete Coach Network full rights to make technical changes to the material so that it is usable for general services on The App or Site. These User Submissions may be made available to users on the site, including but not limited to other athletes, coaches, or administrators of The App or Site. By posting User Submissions a user gives The Athlete Coach Network a license to utilize that material, exercising all rights within it, so as to perform the basic functionality of The App or Site.

The user understands that any material uploaded to The App or Site is granted royalty-free in perpetuity. This license allows the material to be utilized for general business purposes. The user understands that upon termination of their account every effort will be made to remove the User Submissions and material, some material may remain to the extent that they were made available to other users or administrators of The App or Site.

All User Material will be handled and protected as outlined under our Privacy Policy, viewable at: <Link to be added>.

The Athlete Coach Network reserves the right to remove any User Material deemed inappropriate, obscene, fraudulent, deceptive, or otherwise in violation of the Digital Millennium Copyright Act

("DMCA"). Further information regarding the DMCA can be found at:
<https://www.copyright.gov/legislation/dmca.pdf>

Copyright / Trademark

A user understands that the name and logo of The Athlete Coach Network, including all mediate associated with The App or Site, are the property of The Company under existing intellectual property law and/or common law. These materials may not be used without express written consent of The Athlete Coach Network, as we reserve all rights in regards to such material.

User Content and Privacy

The Athlete Coach Network is not responsible for the content or quality of any User Material transmitted through The App or Site. Any material or services received by the user is the sole responsibility of the user who sent the material. The Company is not liable for any errors, mistakes, or omissions from any content sent between users on Then App or Site. The company makes no guarantee as to the identity of users on The App or Site, nor do we make any guarantee as to the quality of the work or material provided. Any issues with material can be reported to The Company at: help@athletecoachnetwork.app.

All content that is transmitted via The App or Site is the sole responsibility of the content creator or user, not The Athlete Coach Network. Users are prohibited from distributing or transmitting material to which they did not themselves create or that they themselves to not have legal permission to transmit.

The Athlete Coach Network encourages all users to read the Terms and Conditions as well as the Privacy Policy of any third-party application or website that is utilized by The Company. This includes but is not limited to the payment processing company or marketing company. The Athlete Coach Network provides no assurances or liability for the work of any third-party apps or websites utilized by The Company. Any user accessing third-party sites, apps, or vendors does so at their own risk.

A user understands that through normal use of The App or Site they may be connected with other users so as to best utilize the services of The Athlete Coach Network. Any user wishing to utilize the services of The App or Site should do their own research and investigation before connecting with another user. The Athlete Coach Network makes no guarantees as to the quality or delivery of goods and services between users, as any such dealings are solely between users with all inherent risks being accepted. A user understands that The Athlete Coach Network is not responsible for any damages suffered or incurred as the result of any dealings between users.

The Athlete Coach Network makes no warranties or guarantees as to the goods or services purchased or obtained through The App or Site. A user accepts all risks when downloading material to a personal device and will not hold The Company liable for any damages.

A users decision to connect with another user via The App or Site is done so at their own risk. The Athlete Coach Network is not responsible for the quality of any interaction on or off The App or Site and makes no guarantees in regards to safety. A user is responsible for their own safety when connecting with another user via The App or Site.

While The Athlete Coach Network will work diligently to resolve any disputes between users that arise out of the normal use of The App or Site, a user understands that The Company is under no obligation to do so. The Athlete Coach Network, its employees, directors, officers, and administrators are absolved of any and all liability in regards to claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to services rendered via The App or Site.

It is a direct violation of the Terms and Conditions for users to communicate and share content outside of The App or Site. Any violation of this will result in deactivation or permanent removal from The Athlete Coach Network App and Site.

Taxes

Users will be responsible for withholding, filing, reporting, and paying all taxes associated with any revenue or income derived from their participate in The App or Site.

Indemnification of Injuries

The Athlete Coach Network was designed to connect Athletes and Coaches virtually, allowing an athlete to receive feedback as to their training from anywhere in the world. The Athlete Coach Network provides the marketplace and materials for athletes to upload and distribute videos of themselves, and for coaches to review the material and provide feedback. The Athlete Coach Network is merely a tool used to connect individuals and does not take any liability for the feedback given between users. By signing up for an account and using The App or Site, a user understands the dangers and risks associated with physical activity. A user will NOT hold The Athlete Coach Network liable for any injuries or damages as a result of material received via The App or Site. A user hereby disclaims and releases The Athlete Coach Network from any liability for damages, loss, claims, injuries, death, or expense resulting from the use of The App or Site.

Indemnification of Certifications and Qualifications

The Athlete Coach Network is a platform designed to bring together top coaches with student and developing athletes — providing both in-depth coaching relationships and quick, on-demand feedback across a variety of sports and diverse levels of experience. All users of The App or Site are independent contractors and are not certified by The Company. The Athlete Coach Network makes no guarantees as to the qualifications or quality of any user on The App or Site. While the Athlete Coach Network will work diligently to verify and remove any user that does not provide accurate data, we cannot guarantee the accuracy of the provided material. As such, The Athlete Coach Network provides no guarantees or warranties as to the quality of material provided between users.

Prohibited Uses

Any user of The App or Site understands that they are prohibited from using The App or Site:

- For any unlawful purpose local or federal;
- To solicit others to perform any unlawful acts local or federal;
- To violate the intellectual property rights of another user or entity;

- To abuse, slander, defame, harass, insult, intimidate, extort, or discriminate based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; or
- To collect, modify, or disseminate the personal information of others;

Any violation of these terms will result in termination of your membership.

Right to Change Terms or Services

The Athlete Coach network retains the right to modify the Terms and Conditions, Privacy Policy, or any of the services provided via The App or Site at any time without any notice given.

Termination of Account

Any request to terminate the account of a user must be submitted in writing to The Athlete Coach Network.

The Athlete Coach Network reserves the right to terminate the account of any user for any reason at any time. The user is not entitled to notice of this termination as it is at the sole discretion of The Company. The user is aware that the termination of their account may result in the removal and destruction of any materials associated with their account.

Use License

If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions.

You shall not:

- (1) reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- (2) modify, adapt, improve, enhance, translate, or derivate work from the application;
- (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;

(8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail;

(9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site:

(1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;

(2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

(3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

(4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;

(6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms and Conditions against you as a third-party beneficiary thereof.

Social Media

((To be added once launched))

Advertising / Advertisers

((To be added once launched))

Governing Law

These Terms and Conditions and your use of The Athlete Coach Network are governed by and construed in accordance with the laws of the State of Texas, applicable to agreements made and to be entirely performed within the State of Texas, without regard to its conflict of law principles.

Dispute Resolution – Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org.

Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules.

The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party.

The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Harris County, Texas.

Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Harris County, Texas, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms and Conditions.

In no event shall any Dispute brought by either Party related in any way to the App or Site be commenced more than 2 years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to

be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Miscellaneous

All products and services provided through The App and Site are provided “AS IS” and “AS AVAILABLE”, with The Athlete Coach Network making no guarantees or warranties, either expressed or implied, as to their quality, accuracy, compliance or legality. The material provided from one user to another will be the sole liability of the user.

The Athlete Coach Network makes no guarantees that the material provided will meet expectations.

If any provision under the Terms and Conditions is found to be legally unenforceable, that term will be eliminated with the remaining Terms and Conditions still retaining full legal effect.

These terms are the final Terms and Conditions and supersede any previous agreements, whether written or oral, between a party and The Athlete Coach Network.

Any modification to the Terms and Conditions must be made in writing and signed by all parties.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at: help@athletecoachnetwork.app.