

Athletica TERMS OF USE

Welcome to the Athletica platform. Use of Athletica is subject to acceptance, without modification, of all the terms and conditions contained herein as well as the provisions of any notice published from time to time (hereinafter referred to as the “**Agreement**”). By accessing or using Athletica in any manner, you agree to be bound by this Agreement and represent that you have read and understood its terms. Please read this Agreement carefully, as it contains information concerning your legal rights and limitations on these rights. If you do not accept all of these terms and conditions, do not browse or use Athletica. We may amend the Agreement from time to time, and any such amendment shall take effect upon posting or publication thereof onto Athletica. Your continued access or use of Athletica after any amendment signifies your understanding and acceptance of the updated or amended Agreement. If you are using/accessing Athletica as a representative of any other person, you acknowledge that you are legally authorised to represent that person and have the power to bind such other person to the terms and conditions of this Agreement. Minors under 18 (eighteen) years of age are only allowed to access and use Athletica upon approval of their legal guardian. This Agreement applies to any third party visiting or making use of Athletica as well as any person who has registered an account with Athletica.

1. BETA PHASE DISCLAIMER

Please note that this is a beta version of Athletica which is still undergoing testing and development before its official release. Certain functionality on Athletica may not be available. There is no expectation by the user that Athletica will function as described herein. The Athletica platform, its Platform and all content found on it are provided on an “as is” and “as available” basis. The Company does not give any warranties, whether express or implied, as to the suitability or usability of Athletica. The Company will not be liable for any direct, indirect, special, consequential or other loss suffered by any party as a result of their use of Athletica. Uploading or downloading of any material to or from Athletica is done at the user’s own risk and the user will be solely responsible for any damage to any computer system or loss of data that results from such activities. Should you encounter any bugs, glitches, lack of functionality or other problems on Athletica, please let us know so we can rectify these accordingly. Your help in this regard is greatly appreciated. You can write to us at support@Athletica.ai.

2. PARTIES

In this Agreement, the terms “**we**”, “**us**”, “**our**” and “**Company**” refers to Athletica Inc, a limited liability company incorporated in Delaware USA, with a registered address located at 1311 Lee Road, Revelstoke, BC, Canada. Athletica is provided and made available by the Company. The Company makes use of banks, online payment facilities

and other third party service providers throughout the Territory (defined below) and the above terms shall include such third parties as the context may require.

The term “**you**”, “**your**” or “**User**” refers to any person accessing Athletica, through manual or automated means, as the context requires.

3. DEFINITIONS

“**Affiliates**” shall mean as to any Party, any other person which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. For the purposes of this definition, reference to term “control” or its correlative terms shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or interests, by contract or otherwise;

“**Customer**” shall mean any person who is using the Athletica service;

“**Platform**” shall mean the online platforms operated by Athletica;

“**Payment Facility**” shall mean any banking or financial facility you may provide us or make available, for the purpose of paying and/or receiving payment in connection with your use of the Athletica Service;

“**Territory**” shall mean, the area wherein Athletica and the Athletica Service is available. The Territory shall be determined by the Company from time to time in its sole discretion;

“**Transaction**” shall mean a specific request/offer and acceptance for Athletica Service submitted by a User, utilising the Athletica Service;

“**User Account**” shall mean the account created by a User and registered on Athletica in order to make use of the Athletica Service;

“**User**” shall mean Customers making use of the Athletica Service. The term may refer to any Athletica account linked to a Customer as the context may require;

“**Athletica Service**” shall mean the services rendered by the Company for the benefit of a User, as contemplated in this Agreement, and in particular related to services which enable Users to perform training based on a dynamic training plan;

“**Athletica Service Fee**” shall mean an administration charge payable by a Customer to the Company as consideration for facilitating a Transaction. The Athletica Service Fee shall be payable on a monthly basis.

4. OFFER AND ACCEPTANCE

Athletica is made available for use, subject to the provisions of this Agreement. Browsing or using Athletica constitutes your acceptance of this Agreement. The Company may, from time to time and at its sole discretion, amend any aspect of this Agreement for any reason whatsoever and the Company reserves all its rights in this regard. Any amendment of this Agreement shall take effect upon posting or publication thereof on the Athletica website or app. You are solely responsible for periodically reviewing the most current version of the Agreement and familiarise yourself with the current procedures and guidelines for participating in the Athletica plan. In the event you object to any term or condition of the Agreement you must immediately discontinue your use or accesses of Athletica and/or the Athletica Service. If you are using/accessing Athletica as a representative of another person, you acknowledge that you are legally authorised to represent that person and have the power to bind such other person to the terms and conditions of this Agreement. In respect to any third party who is registered on Athletica by a particular Customer (i.e. the children / dependents / Friends / Family of the Customer), such Customer assumes legal responsibility over the Athletica Service in respect of all matters related to this Agreement and hereby warrants to and in favour of the Company that it has the necessary legal authority and/or permission to register such person on Athletica. The Company grants you limited and revocable access and use of Athletica. The Company shall be entitled to immediately terminate your access to Athletica in the event your use thereof is in breach of this Agreement. You shall not have the power to bind the Company in respect to any matter not regulated by this Agreement. The Company shall not be responsible for the acts and/or omissions of any employee, agent or subcontractor under your control. Nothing contained in this Agreement shall be deemed to create any partnership or joint venture relationship between you and the Company.

5. Athletica POLICY

The Company may determine any policy, regulation, rule or similar proclamation regulating any aspect relating to Athletica or the Athletica Services ("**Athletica Policy**"). The Athletica Policy shall be determined by the Company, from time to time in its sole and absolute discretion and upon publication on Athletica shall substitute and replace the parallel and/or equivalent preceding Athletica Policy (if any). The Athletica Policy is available on Athletica and incorporated herein by reference. The Athletica Policy shall apply to your use of Athletica as well as all Athletica Services.

6. Athletica PLATFORM

The Athletica platform is only available to Users who are registered paid members of the Athletica platform. Athletica provides users access to service. You make use of Athletica at your own risk. The Company may interrupt the operation of Athletica as well as the Athletica Service, as and when such interruption becomes necessary and the Company shall not be liable for any loss, foreseeable or not, arising from any such interruption.

You may not use Athletica in violation of this Agreement or applicable laws, rules or regulations. The Company may cancel any Transaction and close any User Account that the Company suspects is being utilised for any illegal or fraudulent purposes or to evade any applicable laws or regulations or which infringes on the provisions of this Agreement. In the event it is discovered that you are using Athletica in connection with illegal conduct or unauthorised transactions, including any activity related to sexually-oriented materials or services; gambling activities; money-laundering; funding terrorist organizations; purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances; or sending money to a recipient that has violated this Agreement, we may cancel any Transaction and terminate any User Account linked to, or associated with you and the Company may report any User linked to, or associated with, you or such cancelled Transaction to any relevant and applicable regulating authority and/or law enforcement agency. In connection with your use of Athletica, or in the course of your interactions with the Company, any User or any third party, you shall not breach this Agreement; provide false, inaccurate, or misleading information; refuse to cooperate in any of the Company's investigation or use an anonymising proxy service. You agree to comply with all procedures and guidelines pertaining to the use of Athletica, as published by the Company from time to time on Athletica website. Such procedures and guidelines shall explain the prescribed processes in making use of Athletica as well as set out acceptable conduct and prohibited practices. The Company may change these procedures and guidelines from time to time at its sole discretion. Athletica may be accessible via certain internet browsers, mobile applications, devices, hardware and Platform as per the recommendations published by the Company on Athletica. Users shall be required to procure their own mobile electronic device which meets or exceeds the recommended hardware and Platform specifications. The purchase and use of such mobile devices shall be the sole responsibility of the User. The Athletica Service may not be available in whole or in part in different countries and jurisdictions due to factors outside of our control and therefore the Company makes no warranty in this regard.

7. PLATFORM AND EQUIPMENT

You shall be responsible for familiarising yourself as well as acquiring and maintaining, at your own expense, the necessary computer hardware, monitoring equipment (heart rate monitor, power meter, GPS device, etc), Platform, communication lines and internet access required to access and use Athletica and the Athletica Services. Such requirements may be varied from time to time at the Company's sole discretion.

8. Athletica SERVICE

You make use of the Athletica Service at your own risk. Use of the Athletica Service is limited to legal persons capable of lawfully entering into a binding agreement, in respect of the Athletica Service, under the laws governing the Territory. You acknowledge and agree that the Company shall be entitled to cede, assign, or subcontract its responsibilities and obligations in respect of any Athletica Service contemplated in this

Agreement. Service herein pertains to the service of providing training recommendations, hereafter referred to as “coaching”, whereby the user follows the suggestions provided by Athletica in the form of a training plan over a set period of time in the lead up to one, or multiple, athletic events. Coaching includes recommendations for training (exercise mode, exercise duration, exercise intensity, etc), sleep and recovery, nutrition, etc.

The Company shall render the Athletica Service, in respect of a particular User and shall not be responsible for any loss, injury or death suffered by a User or any third party as a result of the use of the Athletica Service or any inaccurate or false information. We reserve the right to modify, from time to time, or discontinue the Athletica Service (or any part thereof) with or without notice.

10. USER ACCOUNT

In order for a User to make use of the Athletica Services, the User is required to create its own User Account. The application for registration of a User Account shall be an offer by you to the Company. The Company reserves the right to reject any registration application and to refuse the Athletica Service to anyone with or without any reason, in its sole and absolute discretion. The Company shall be entitled to determine, from time to time and at its sole discretion, the process and fundamental elements required for registration of a User Account. You must provide accurate and complete registration information when registering a User Account. You must ensure that your User Account information is kept up-to-date at all times and notify the Company immediately of any change thereto. Upon registration of your User Account you may be required to choose a user name and password to log in to your User Account and you shall be responsible for keeping these details safe and confidential. In the event you disclose your User Account user name and/or password to a third party, such third party may have access to your personal and billing information and the Company shall not be liable in this regard. You will be responsible for any activity, including Transactions, performed using your User Account. You may be held responsible for any losses suffered by the Company as a result of your failure to keep your User Account user name and password secure and confidential. You must notify the Company immediately if there is any unauthorised use of, or access to, your User Account, however the Company or any brands associated with the Company will not be responsible for any unauthorised use of your User Account or for any losses that you suffer as a result thereof and we shall not be obliged to take any action in respect thereof. Upon registration of a User Account you acknowledge and agree that you are eligible to contract with the Company as per all applicable laws and confirm that the information that you use to register your User Account is accurate and is your own information. You must keep such information up to date at all times and immediately notify the Company of any change thereto. You may be required to verify your personal details from time to time in order to continue using

certain functions of Athletica. The Company may suspend or terminate your User Account, immediately and without notice, in the event you are in breach of any provision of this Agreement. You authorise the Company to use any information provided by you during the registration of your User Account.

11. PROFILES

Profiles shall refer to a particular user or athlete, such as one having an Athletica profile on Athletica. The Athletica Profile is created by, and linked to, a Customer. The Athletica Profile shall stipulate, amongst other things, Athletica's details as they relate to the Customer, the Customer's details, as well as specific monitoring and performance data.

12. TRANSACTIONS

If you submit a Transaction, you are requesting that the Company process a transaction on your card on a monthly basis so as to gain access to the system.

13. SECURITY AND MAINTENANCE LIMITS

You shall not utilise Athletica in a manner which disrupts the normal operations. The Company shall be entitled to restrict or limit your use of Athletica in the event your conduct imposes unreasonable stress, disproportionately large workloads, interferes with the performance or impairs the functionality of Athletica. You shall not attempt to gain unauthorised access to the Athletica programing, coding or infrastructure. You agree not to circumvent, disable or otherwise interfere with security features of Athletica or features that prevent or restrict the use or enforce limitations on the use of Athletica. You acknowledge and agree that the Company may monitor your usage of Athletica and/or the Athletica Service, using human monitors and/or automated systems. The Company may establish limits from time to time concerning use of Athletica and/or Athletica Services..

14. Athletica SERVICE FEE

In respect of each Transaction, the Customer agrees to pay the Company a monthly fee ("**Athletica Service Fee**"). The Athletica Service Fee shall be payable to the Company in consideration for rendering of the Athletica Service. The Athletica Service Fee shall include access to the automatic training plan adjustment software. The actual Athletica Service Fee shall be deducted from the Customer's Payment Facility on a monthly basis. Athletica Service Fees are non-refundable. The Athletica Service Fee shall be determined at the periodical basis and could be affected by any fluctuation in currency. Any increase or decrease in the actual price paid, due to a fluctuation in currency, shall be at the Customer's own risk. Athletica Service Fees are payable without demand and shall be calculated on each particular Transaction. The Athletica Service Fee shall be determined by the Company from time to time in its sole discretion. It shall be the responsibility of the Customer to check and accept the Athletica Service Fee and related payment terms in respect of each Transaction. The Customer shall be responsible for

ensuring that sufficient funds are available or advanced to the Company in order to cover the Athletica Service Fee applicable to that particular Transaction. A Customer shall not be able to request the Services in the event that such Customer fails to pay any amount due and payable in respect of a previous Transaction.

16. OTHER CHARGES

Where you have instructed the Company to access, charge, or debit funds from your Payment Facility and such payment fails or funds are insufficient, you authorise us to re-attempt the transaction and you shall be liable for any charges or fees the Company incurs in respect of any such attempts. The Company is not responsible for any fees or charges whatsoever that may be imposed on you by the financial institution associated with your Payment Facility. If a Customer requests the Service that results in the Company being charged a fee in respect of insufficient funds, chargebacks or other similar fees, the Customer shall reimburse the Company for all such fees. The Company is not responsible for any insufficient-fund charges, chargeback fees or other similar charges that might be imposed on you by your bank, credit card issuer, other provider or applicable local regulating authority or agency. To the extent you access the Athletica Service, your wireless service carrier's standard charges, data rates and other fees may apply.

17. ERRORS, CANCELLATIONS AND REFUNDS

To dispute any error in your Transaction, you must contact the Company at support@athletica.ai within 2 (two) days of the Transaction being processed on Athletica. In the event a Transaction is cancelled due to no fault of ours, we shall be entitled to charge an Athletica Service Fee in respect of such cancellation. The User at fault of such cancellation shall be liable for any Athletica Service Fee payable in respect of such cancellation. In respect of any refund or cancellation, the Company shall not be held liable in the event it is later proven that such refund or cancellation was made in error.

19. DISPUTES

If there is a dispute between Users and/or third parties, you understand and agree that the Company and any brands associated with the Company are under no obligation to become involved in such dispute. The Company shall not take part whatsoever in respect of such dispute. You hereby release the Company, its officers, employees, agents, related brands or partners and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the services offered by Athletica. The Company or its Affiliates shall not be obliged to demand funds or collect any payment in respect of Service and you shall have no claim against the Company or its Affiliates in this regard. In the event any Users are in dispute regarding any element associated with Athletica

which is out of the Company's control, the Company shall continue to render the Athletica Service, in accordance with this Agreement, to and on behalf of such Users despite having knowledge of such dispute. The Company or its Affiliates shall not be obligated to mediate or resolve any dispute.

20. THIRD PARTIES

The Company shall not be liable for any interactions between our system and any third party system that we integrate with.

21. INTELLECTUAL PROPERTY

The technology and Platform underlying the Athletica Service, or distributed in connection therewith, is owned or licensed by the Company or its Affiliates. All rights, title, license and interest to any and all registered and unregistered intangible property, including marketing material, designs, know-how, trademarks, trade names, brand names, signs, symbols, logos, trade secrets, copyright and patents and any derivatives thereof and all future additions and improvements thereto, in respect of or pertaining to Athletica and/or the Athletica Service ("**Intellectual Property**") is owned or licensed by the Company or its Affiliates. Athletica is owned and operated by the Company and all Intellectual Property of Athletica and the Athletica Service are protected by applicable copyright, trademark and/or intellectual property laws. Unless otherwise stipulated in this Agreement, you shall not obtain additional rights in respect of any such Intellectual Property, by operation of this Agreement. The Company does not permit copyright infringing activities or infringement of Intellectual Property rights on Athletica. You may not use data mining robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by the Company. The Company shall not be liable whatsoever for any infringement of intellectual property rights arising out of any information uploaded or posted or transmitted by you via Athletica and/or the Athletica Services. You acknowledge and agree that, other than your Content, all information on Athletica and all information contained in the Athletica Services, including without limitation to the text, Platform, scripts, graphics, photos, sounds, music, videos, interactive features, trademarks, service marks and logos ("**Material**") are owned by or licensed to the Company and are subject to copyright and other intellectual property protection. You agree to not engage in the use, copying, or distribution of any of the Materials other than as expressly permitted by this Agreement. The Company prohibits any reproduction, modification, duplication, creation of derivative works from, or redistribution of any aspect of the Materials without the prior written consent of the Company. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in any Material.

22. INDEMNITY

You indemnify and hold harmless the Company, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and

employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees on and attorney and own client scale) arising from your use of, and access to, Athletica and/or the Athletica Service, your violation of any term of this Agreement, your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right or any claim that your Content caused damage to a third party. This defence and indemnification obligation will survive termination, modification or expiration of this Agreement and your use of Athletica and/or the Athletica Service. You shall bear the risk in respect to fraud or dishonestly, of any kind, occurring via Athletica or associated with Athletica and/or the Athletica Services. As with any online medium or environment where there is a possibility of phishing or other scams, you should use your best judgment and exercise caution where appropriate. The Company shall not be liable to you or any third party, in any manner whatsoever, and you indemnify the Company accordingly, for any death, injury, damage, loss, costs, expense or other liability whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of, or in connection with, the failure or delay in the Company's performance in respect to the Athletica Service or your use of the Athletica Service, other than in respect of losses caused by the Company's gross negligence or intentional misconduct. The Company shall not be liable to you for any failure to perform as a result of technical problems relating to the Company's network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond the Company's reasonable control.

23. LIMITATIONS OF LIABILITY

The Company and its Affiliates shall not be held liable for any damages suffered by any User by virtue of its use of the Athletica Service, but in the unlikely event that the Company incurs any liability whatsoever towards any User of the Athletica Service, the Company or its subsidiaries as well as their suppliers, vendors, service providers, officers, agents, partners or employees shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages beyond the sum of double the Athletica Service Fee for the Transaction in question (exclusive of the refunding of the Transaction amount and any applicable Athletica Service Fee), including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages) resulting from any aspect of your use of Athletica Services, including without limitation whether the damages arise from use or misuse of Athletica Services, from your inability to use Athletica Services or the interruption, suspension, modification, alteration, or termination of Athletica and/or Athletica Services as well as any negligence on the part of the Company or its subsidiaries as well as their suppliers, vendors, service providers, officers, agents, partners or employees. These limitations shall apply to the fullest extent

permitted by law. The Company shall not be liable under any circumstances for any direct, indirect, punitive, incidental, special or consequential damages, whether foreseeable or unforeseeable, based on claims arising out of or in any way connected with the Athletica Service, whether based on contract, delict, strict liability or otherwise.

24. MONITORING AND SECURITY

The Company may monitor User activity via Athletica and/or Athletica Service activity. Each time you access an Athletica Service or upload any data for the decision making engine your usage may be recorded by the Company. The Company shall take all reasonable steps to secure the information provided by, and collected from you, from unauthorised access and/or disclosure, however, the Company makes no warranties or representations in this regard. Accordingly, the Company assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information. The Company reserves the right to institute legal proceedings against you in the event you deliver or attempt to deliver any damaging code/Platform to the Athletica Service, or attempt to gain unauthorised access thereto. You shall notify the Company if you believe someone is using Athletica to try to scam or defraud you, however the Company is under no obligation to investigate or act on any such notice. You shall notify the Company if your Athletica username or password has been lost or stolen. You may be required to provide a Transaction number and/or other verification information associated with your Transaction. You give the Company permission to store all such data, as necessary to provide the Athletica Service. Users must verify and ensure that their User Account information and bank details are correct prior to submitting or participating in any Transaction. The Company is not responsible for detecting inaccuracies in any User information. If your User Account information and/or bank details are incorrect, money may not be recovered. You agree not to: engage in or use any automated devices, data mining, robots, scraping or similar data gathering or extraction methods to access or use Athletica or the Athletica Service; to modify, copy, frame, distribute or create derivative works based on the Athletica Service, in whole or in part, except that the foregoing does not apply to the information that you legally upload to the Athletica Service; to infringe the Company's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights.

25. PRIVACY POLICY

Consent to sharing of information:

For the purposes of this clause the term “**process**” (as well as a derivation thereof) shall include collection, receipt, register, recording, organising, collation, storage, updating, alteration, consultation, use, transfer or sharing.

In order to render the Athletica Services, the Company and its Affiliates (“**Authorised Companies**”) may process any User’s information, including but not limited to identification number, home address, telephone number, date of birth. Training data and other information that is necessary or desirable for rendering the Athletica Service and/or administering this Agreement (“**Relevant Information**”). By entering into this Agreement, the User:

- Authorises the Company to process all Relevant Information and in particular to transfer and share all Relevant Information between the Authorised Companies; and
- Waives any privacy rights the User may have with respect to the Relevant Information;
- Authorises the Authorised Companies to store and transmit such information in electronic form; and
- Authorises the transfer of the Relevant Information to any jurisdiction in which the Authorised Companies consider appropriate. The User shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.
- We will receive information regarding the type of activities you engage in (for example, runs, walks, swims, etc.) and data derived from those activities (e.g. time spent on the activity, intensity of the activity, heart rate, etc.). We will receive this information and data from your device, third party APIs, and when you use and interact with the Athletica Services.
- Subject to your explicit consent, we may collect certain personal health information such as your height, weight, or sleeping cycles. This information is used for activities including, but not limited to, displaying your biometrics based on these inputs and for purposes such as adapting your training schedule, and providing you with feedback, nutritional information, and new session aims.

The Relevant Information may only be processed:

- For the purposes, and within the ambit, of this Agreement;
- For lawful purposes;
- Subject to the Users or, in the event the User is a child, a competent person consents to the processing (if required by law);
- Subject to adequate disclosure of the purpose and intended use of such information;
- In accordance with the stated purpose and intended use of such information. In the event Relevant Information is required to fulfil a different purpose, the Company shall notify the User thereof and request the necessary consent prior to processing the Relevant Information for such purpose;
- Only for as long as the processing of such information is necessary in terms of this Agreement;
- Subject to the relevant authorised person implementing reasonable technical and organisational measures to secure the integrity and confidentiality of such information as well as prevent loss, damage, and unauthorised or unlawful access thereto.

Personal Information:

Your personal information shall only be processed in accordance with the provisions of any applicable laws regulating the use of your personal information and only for the purposes of this Agreement, for lawful purposes and subject to your consent. The Company shall implement reasonable technical and organisational measures to secure the integrity and confidentiality of your personal information as well as prevent loss, damage, and unauthorised or unlawful access thereto. You consent to the collection, storage, and use of your personal information, including name, mailing address, email address, phone/mobile number, home country, zip code, fax numbers, gender, age, date of birth, training data, company name and registration number (if any), country of residence, closest city, browsing habits, click patterns, device GPS coordinates, identity number and/or passport number. The Company may collect from you certain non-personal information such as your Internet Protocol address, operating system, browser type, and internet service provider. You consent to us providing information about you and your Transaction to any relevant and applicable regulating and enforcement authority and/or agency. You authorise us, directly or through third parties, to make any inquiries we consider necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your e-mail address or financial instruments, or verifying your information against third party databases or through other sources.

Cookies:

The Company may use cookies to manage your Athletica Service usage sessions and to store preferences, tracking information, and language selection. You are not obliged to use cookies, however declining the use of cookies may limit your access to certain features of the Athletica Services.

Third parties:

You hereby authorise the Company and/or any third party service providers engaged by the Company to collect, use, store, analyse, reproduce, publish, and adapt (either on its own or through a third party service provider) the information in relation to your use of the Athletica Services, for the purpose of data analysis and for improving your experience with the Athletica Services.

How your information is used:

The Company may use your information which has been uploaded to Athletica, in order to:

- Enforce the provisions of this Agreement;
- Monitor user activity;
- More effectively manage traffic on Athletica;
- Assist you with technical difficulties;
- Provide you with information pertaining to Users to assist you to make choices and to protect yourself.
- Analyse data and improve the decision-making engine of Athletica
- Analyse and create reports on aggregated user data.

The Company may retain such information for as long as is required to fulfil its business objective.

Protection of Information:

The Company does not guarantee the safety or security of the Athletica Services. You acknowledge and agree that the Company assumes no liability regarding theft, loss, alteration or misuse of personal or other information or Content, including, without limitation, such information that has been provided to third parties or other users.

Disclosures:

The Company reserves the right to disclose your personal information as required in order to comply with our legal obligations, including but not limited to complying with court orders, warrants, subpoenas, service of process requirements, or discovery requests. The Company may also disclose information about you to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to:

- Enforce this Agreement;
- Respond to claims that any Content or Material violates the rights of third-parties; or
- Protect the rights, property, or personal safety of the Company, you or the general public.

Criminal History Checks:

The Company shall be entitled to perform checks on any User of any available law enforcement system or record to determine if the User has any prior convictions or outstanding charge offences, particularly in relation to child abuse, sexual offences or other violent crimes.

The User agrees and consents to the processing of its personal information as contemplated above as well as the release, to the Company, of any information or documents in the custody of any police service, correctional service or other judicial or government body, relating to convictions or outstanding charges against the User.

27. ACKNOWLEDGMENT AND WARRANTIES

You expressly acknowledge and warrant, to and in favour of the Company, that:

- You have the legal capacity and have taken all necessary corporate action required to be empowered and authorised to enter into this Agreement;
- This Agreement constitutes a valid and binding agreement on you and enforceable against you in accordance with the terms of this Agreement;
- The execution of this Agreement and the performance of your obligations hereunder does not and shall not:
 - Contravene any law or regulation to which that you are subject; or
 - Contravene any provision of your constitutional documents (where applicable); or
 - Conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on you.
- To the best of your knowledge and belief, you are not aware of the existence of any fact or circumstance that may impair your ability to comply with all of your obligations in terms of this Agreement;
- You are not relying upon any statement or representation by or on behalf of any other party, except those expressly set forth in this Agreement;
- You have been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that you have either taken such independent advice or have dispensed with the necessity of doing so;
- All of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Party's intentions.
- You are fully familiar with the Company's most recent Athletica Policy and shall comply with any applicable Athletica Policy;
- You shall not misrepresent any information to any other party using Athletica;
- You shall comply with the laws of the specific country at all times while using Athletica;
- Use of Athletica and/or the Athletica Services is entirely at your own risk;
- Athletica Services are provided on an "as is" or "as available" basis, without any warranties of any kind;
- The Company does not warrant, endorse, guarantee, or assume responsibility for any products or service advertised or offered by a third party through Athletica or featured in any banner or other advertising on Athletica;
- The Company makes no representations or warranties that Athletica is appropriate for use in other locations. Accessing or making use of Athletica from any jurisdiction is done so at your own volition and risk and you are responsible for compliance with local law;
- The information provided in your User Account application is both true and correct, and is a material term of this Agreement.

The Company does not warrant that an Athletica Service will meet your requirements, be uninterrupted, complete, timely, secure, error free, useful to you, of satisfactory quality or fit for a particular purpose. The Company makes no other warranties or

representations about Athletica and/or an Athletica Service and assumes no liability or responsibility in respect thereof, particularly in regards to:

- Accuracy or completeness;
- Malware, viruses, trojans, or the like which may be transmitted to or through Athletica and/or the Athletica Service;
- Any errors, mistakes, inaccuracies or omissions;
- Any unauthorised access to or use of Athletica servers and/or any and all personal information and/or financial information stored therein;
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of Athletica and the Athletica Service;
- Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via Athletica.

28. GOVERNING LAW

The terms and the relationship between you and the Company shall be governed by the laws of the United States of America. The Company may block users located in certain countries from using the Athletica Services. You consent, for all purposes arising out of this Agreement, to the jurisdiction of the relevant court having jurisdiction, including all proceedings which may be instituted against you under this Agreement notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction.

29. NOTICES AND COMMUNICATIONS

You hereby unconditionally allow the Company to contact you via text messages, emails, phone calls, automated text messages or via any other communication information provided by you to the Company and/or contained in your User Account and may use this means of communication to send you any legally required notifications as well as any other notification pertaining to Athletica and/or the Athletica Service. You nominate the e-mail address as stipulated in your User Account details as your *domicilium citandi et executandi* ("Domicilium") for service of all notices and processes in connection with this Agreement or your use of Athletica or the Athletica Service, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option). In respect of any notice dispatched in terms of this Agreement, the following provisions shall apply:

- In the event the notice is delivered by hand to a responsible person, during ordinary business hours, such notice shall be deemed to have been received on the day of delivery; or
- In the event the notice is sent by email or telefax, such notice shall be regarded:

- As sent by Athletica when it enters an information system outside the control of Athletica or, if Athletica and recipient are in the same information system, when it is capable of being retrieved by the recipient; and
- As having been received by the recipient when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient; and
- As having been sent from Athletica's usual place of business and as having been received at the recipient's usual place of business.

Notwithstanding anything to the contrary herein contained, a written notice or communication actually received shall be an adequate written notice or communication, notwithstanding that it was not sent to or delivered at the relevant chosen Domicilium. In the event the Company wishes to give you any notice as provided for in this Agreement or provide additional information about Athletica and/or Athletica Services, the Company may do so by posting a notice on Athletica. You consent to the Company providing you with notices or information in this way. You consent to receiving communications from the Company electronically and agree that all notices, disclosures and other communications sent by the Company satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

30. LANGUAGE

The Company may provide a translation of this Agreement in another language, however the English version of this Agreement shall at all times govern the relationship between you and the Company and the English version shall prevail in the event of any conflict with a translated version. The Company may offer the option to view all or part of an Athletica Service in another language, however the English version shall at all times govern the relationship between you and the Company and the English version shall prevail in the event of any conflict with a translated version.

31. BREACH AND TERMINATION

You acknowledge and agree that the Company reserves the right at any time to modify or discontinue Athletica (or any part thereof) with or without notice, and that the Company shall not be liable to you or to any third party for any such modification, suspension or discontinuance of Athletica. You acknowledge and agree that the Company, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your User Account, block your e-mail or IP address, or otherwise terminate your access to or use of Athletica (or any part thereof), immediately and without notice, and remove and discard any Content within Athletica, for any reason whatsoever, including, without limitation, in the event the Company is of the belief that you have breached any provision of this Agreement. If your use the Athletica Service is in breach of these terms and conditions, the Company reserves the right to:

- Claim damages from you;
- Institute criminal proceedings against you;
- Publish all text and content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers and you now irrevocably give your consent to such publication;
- Terminate your User Account and refuse access to Athletica and/or Athletica Services.

32. GENERAL INFORMATION

This Agreement and any rights and licenses granted hereunder, nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by you without the Company's prior written consent but may be ceded, delegated or assigned by the Company without restriction. Any cession, assignment or transfer by you shall be null and void. This Agreement and the other policies and notices posted on Athletica constitute the complete and exclusive understanding and agreement between you and the Company and govern your use of the Athletica Services and supersede all prior understandings, proposals, agreements, negotiations, and discussions between you and the Company, whether written or oral. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause.

For the purpose of this Agreement:

- The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s.
- The words "other" or "otherwise" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible and the *eiusdem generis*-rule shall not be applied in the interpretation of this Agreement.
- If any provision, in a definition or any annexure, is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition and/or interpretation clause or the annexures, effect shall be given to it as if it was a substantive provision in the body of the Agreement.
- Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause.

- References to a “**person**” shall include where the context so requires, an individual, firm, company, corporation, juristic person, local authority, and any trust, organisation, association or partnership, whether or not having separate legal personality.
- The term “**day**” shall be construed as calendar days unless qualified by the word “**business**”, in which instance a “**business day**” will be any day other than a Saturday, Sunday or public holiday in the United States of America.
- A reference to “**weeks**”, “**months**” or “**years**” shall, unless the contrary is expressly stated, be a reference to calendar weeks, months or years respectively and shall run from a specific day in a week / month / year to the day numerically corresponding to that day in the following week / month / year (subject to clause 1.9).
- When any number of days is calculated, such calculation shall be done exclusively of the first day and inclusively of the last day.
- Words importing:
 - Any one gender includes the other gender;
 - The singular shall include the plural and vice versa;
 - Natural persons include juristic persons and vice versa.
- Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- The clause headings to this Agreement are for reference purposes only and do not bear upon the interpretation of the Agreement.
- The rule that the agreement must be interpreted against the party that drew up the agreement (*contra proferentem-rule*) shall not apply in the interpretation of the Agreement and the parties record that the Agreement was the result of negotiations between them and that they had the right to obtain legal advice on the Agreement.
- Each provision of this Agreement is separate and severable from the rest of the Agreement. Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction in which this Agreement operates shall be treated as *pro non scripto* (as if they had not been written), to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the Agreement.

The expiration or termination of this Agreement shall not affect the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which by necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

No addition, variation, deletion, or agreed cancellation of any clause or provision of this Agreement or other document, expressly issued or executed pursuant to or in terms of

this Agreement, and no waiver, suspension or postponement by any party of any right arising out of or in connection with this Agreement and no settlement of any disputes arising from this Agreement, shall be binding or of any force or effect unless accepted and agreed upon by the Company in writing. Such force and effect shall only be to the extent expressly stipulated in writing.

No latitude, extension of time or other indulgence which may be given or allowed by any party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this Agreement and no single or partial exercise of any right by any party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of such party's rights in terms of or arising from this Agreement or estop or preclude any party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Any such latitude, extension, waiver or relaxation, delay or suspension which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.