

Platform Terms of Use

Last Updated: June 25, 2023

BY ACCESSING OR USING THE PLATFORM, YOU CONSENT TO THESE TERMS OF USE (“TERMS”) AND AGREE TO BE BOUND BY THEM.

THESE TERMS ARE A LEGAL AGREEMENT BETWEEN YOU (THE END USER OF THE PLATFORM) AND US AND GOVERN YOUR ACCESS AND USE OF THE PLATFORM (DEFINED BELOW). ORGANIZATION MAY AMEND THESE TERMS FROM TIME TO TIME. BY YOUR CONTINUED USE OF THE WEBSITE, YOU AGREE TO THESE TERMS IN THEIR THEN CURRENT FORM. IF YOU DO NOT AGREE WITH THE TERMS, DO NOT CONTINUE TO USE THE WEBSITE.

PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE USING OUR PLATFORM.

Welcome to the Platform! Developed by our team of doctors, the Platform provides you with tailored suggestions and programs based on the information you provide regarding your specific health status and goals.

1. Medical Disclaimer:

THE PLATFORM DOES NOT PROVIDE MEDICAL ADVICE.

THE INFORMATION AND OTHER CONTENT AVAILABLE ON OR THROUGH THE PLATFORM ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. YOU SHOULD ALWAYS CONSULT WITH YOUR DOCTOR, PHYSICAL THERAPIST, OCCUPATIONAL THERAPIST, OR OTHER QUALIFIED HEALTH CARE PROVIDER REGARDING QUESTIONS YOU HAVE ABOUT ANY MEDICAL CONDITION BEFORE MAKING HEALTH CARE DECISIONS.

PLEASE ALWAYS CONSULT A HEALTH CARE PRACTITIONER BEFORE BEGINNING ANY NEW EXERCISE PROGRAM TO ENSURE THAT IT IS COMPATIBLE WITH YOUR HEALTH ROUTINE.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. NEVER DELAY IN SEEKING PROFESSIONAL MEDICAL ADVICE OR DISREGARD SUCH ADVICE BECAUSE OF SOMETHING YOU HAVE READ ON THE PLATFORM!

Please note this Platform is not a replacement for medical treatment and the User has sole responsibility for the Platform usage. Reliance on any information or other content available on or through the Platform or otherwise provided by Organization is solely at your own risk.

This Platform is not appropriate for certain people. Talk to your physical therapist, occupational therapist, or other qualified health care provider if you are unsure whether the Platform is appropriate for you.

2. Key Terms:

As used in these Terms:

“App” refers to the downloadable application entitled “Athletico” (including, a mobile application) owned or operated by Organization. References to the “App” include any and all features, functionality, tools and content available on or through each such application.

“Content” refers to any and all information, videos, text, photos and other content provided or made available by Organization on or through the Platform, including information, videos, text, photos and other content relating to physical conditions and/or exercise regimens.

“Organization” “we,” “us”, “our” or “Company” refer to Athletico Management, LLC and our officers, directors, employees, contractors, sponsors and agents. To the extent applicable, they also refer to our affiliates, service providers and licensors, and their respective officers, directors, employees, contractors and agents.

“Platform” refers, collectively, to the App and any and all Websites and Content made available to you by Organization via the App, including any related services and promotions, and any software and technology used to provide any of the foregoing.

“Users” means any and all persons that access or use the Platform. References to “access” and/or “use” of the Platform (and any variations thereof) include the acts of accessing or browsing the Website or App, and accessing or using the Content.

“Website” refers to any website owned or operated by Organization (including the websites currently located at pages located at <http://www.athletico.com> and <http://my.athletico.com>). References to the “Website” include any and all features, functionality, tools and content available on or through each such website.

3. Platform Rules and Supplemental Terms:

Your access to and use of the Platform and Content is governed by the terms and conditions of these Terms, our Privacy Policy, which is hereby incorporated by reference, and all other policies and rules referenced herein, posted on the Platform, or otherwise communicated to Users in writing. You agree that you will not violate any local, state, federal or international laws in using the Platform or accessing any material on this Platform.

Certain of the features, functionality, tools, Content and promotions available on or through the Platform may be subject to additional or supplemental terms and conditions (“Supplemental Terms”). If you choose to access or use those features, functionality, tools or Content or participate in those promotions, the applicable Supplemental Terms are also incorporated and deemed part of these Terms of Use.

Organization only offers services within the United States, and the Platform is only intended to be used by users in the United States.

PLEASE READ THESE TERMS, OUR PRIVACY POLICY, PLATFORM RULES AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE “TERMS”) CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE PLATFORM AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE (TO THE EXTENT PERMITTED BY LAW):

- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS;
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.
- YOUR ACCESS TO AND USE OF THE PLATFORM AND CONTENT IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS.

4. Amendment of Terms:

Organization reserves the right, in its sole discretion, to amend the Terms, at any time and without prior notice, including to change, modify, add to, update or remove terms and conditions (collectively “amend” or “update”). If we choose to amend the Terms, we will update the “Last Updated” date at the top of the Terms and post the updated version. We may also, at our option, choose to notify you by e-mail or another written means. By continuing to use the Platform or Content after we have posted an updated version of the Terms or otherwise notified you of an update, you are affirming that you agree to be bound by the amended Terms. This provision is subject to a few limitations in the “Dispute Resolution” section below. If the amended Terms are not acceptable to you, your only recourse is to stop using the Platform.

No other modification, amendment, supplement of or to the Terms will be binding on Organization unless it is in writing and signed by an authorized representative of Organization.

5. Consequences of Non-Compliance:

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Platform, and may subject you to civil and criminal penalties. Organization reserves the right to report violations of law to appropriate law enforcement agencies and to pursue all other rights and remedies available to it under civil or criminal law.

6. Modifications and Updates to Platform and/or Content:

Organization reserves the right, in its sole discretion, to modify or discontinue offering the Platform and/or Content, in whole or in part, including any Website or App, or any features, functionality, tools or content thereof, at any time, for any reason or no reason, with or without notice to you.

We may from time to time develop and provide updates for the App, which may include upgrades, bug fixes, patches and other error corrections and/or new features, functionality, tools or content (collectively, “Updates”). Updates may also modify or delete features, functionality, tools or content in their entirety. Based on your mobile device settings, when your mobile device is connected to the Internet either: (a) the Updates will automatically download and install; or (b) you may receive notice of or be prompted to download and install available Updates. Please promptly download and install all Updates. If you do not, portions of the App may not properly operate. All Updates will be deemed part of the App and be subject to all terms and conditions of the Terms.

You agree that Organization has no obligation to provide any updates or to continue to provide or enable any particular features, functionality, tools or content, and will not be liable with respect to any such modifications, discontinuance or deletions.

7. Accounts:

Before you are able to use any of the Content, you will be required to register for a user account through the Platform.

You affirm that you are: (i) at least 18 years of age or older, (ii) an emancipated minor, (iii) in possession of the consent of a legal parent and/or guardian, or (iv) creating this user account for the benefit of a minor for whom you are the legal parent and/or guardian. By accepting these Terms, you affirm that you are fully able and competent to enter into and abide by all of the terms and conditions set forth in these Terms. If a parent or legal guardian and a minor use the Platform, then both the parent or legal guardian and the minor shall be bound by these Terms and are responsible for their use of the Platform.

You may not register for an account:

- if you are a person barred from entering into contracts under the laws of the United States or other applicable jurisdiction;
- on behalf of any other person (except legal parents/guardians creating an account for the benefit a minor); or
- on behalf of any company or other entity.

No person may have more than one active account at any given time.

You agree to provide complete, accurate and up-to-date information during the registration process and to update such information as necessary to ensure that it remains complete, accurate and up-to-date. Please note that use and disclosure of the information you provide to us including the name and contact information that you submit when you register is governed by our Privacy Policy.

When you create your account, you will be asked to create a username and password, which you will be solely responsible for safeguarding. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Organization account or any other account that you may connect to your Organization account. You agree not to disclose your username or password to any third party, and you agree to notify Organization immediately at app@athletico.com of any unauthorized use of your account. You further acknowledge and agree that you will be solely responsible for any activities or actions on or through your account, whether or not you have authorized such activities or actions. Organization cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

We reserve the right to cancel accounts of Users who fail to comply with the Terms.

8. User Conduct Guidelines:

Users may not:

- access, copy, store or use any aspect of the Platform or Content for any purpose other than your own personal use;

- distribute, disclose, publish, sell, rent or otherwise expose any aspect of the Platform or Content to any third party, except your doctor, physical therapist, occupational therapists, or other qualified health care provider, for any purpose except your own personal treatment, or permit your doctor, physical therapist, occupational therapist, or other health care provider to access, copy, store or use any aspect of the Platform or Content for any other purpose;
- prepare derivative works from the Platform or Content;
- share your user ID or transfer your account to any person without our consent;
- circumvent our systems, policies, determinations as to your account status, including by attempting to access or use the Platform or Content if your account has been suspended or cancelled or you have otherwise been temporarily or permanently prohibited or blocked from using the Platform;
- access, search, collect information from, or otherwise interact with the Platform or Content whether by manual methods or by use of any software, device, script or robot, or by any other means (automated or otherwise), including by “scraping,” “crawling” or “spidering” the Platform, to systematically retrieve Content in order to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like (except that crawling is permissible without further authorization if done in accordance with the provisions of the robots.txt file only);
- access the Platform or Content other than through the currently available, published interfaces that are provided by Organization, unless you have been specifically authorized to do so in a separate agreement with Organization;
- mirror or frame any page, feature, functionality, tool or content the Platform or Content, copy any aspect of the Platform or Platform, or use or display Organization’s name or any of Organization’s other trademarks, logos or proprietary materials, without Organization’s express written consent;
- interfere with, disrupt, damage or compromise the Platform or our systems or the access of any User, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Platform or Content or otherwise imposing an unreasonable or disproportionately large load on the Platform;
- access, tamper with or use non-public areas of any of the Platform, Organization’s computer systems, or the technical delivery systems of Organization’s providers;
- probe, scan, or test the vulnerability of any system or network of Organization or its providers, or breach or circumvent any security or authentication measures of such system or network;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Organization or any of Organization’s providers or any other third party to protect the Platform;
- forge any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Platform or Content to send altered, deceptive or false source-identifying information;

- attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Platform;
- export or re-export the Platform, except in compliance with the export control laws and regulations of any relevant jurisdictions;
- otherwise abuse the Platform or breach the Terms; or
- attempt to do any of the foregoing, or advocate, encourage, assist or permit any third party to do any of the foregoing.

9. Investigations:

Organization reserves the right to investigate and prosecute violations of any and all reports, complaints and claims, or otherwise suspected misconduct or violations of the law to the fullest extent of applicable law.

Without limiting the foregoing, you acknowledge that Organization has the right, but not the obligation, at any time and without prior notice, to monitor access to or use of the Platform or Content by any User, if we believe in good faith that it is reasonably necessary (i) to comply with any applicable law or regulation or satisfy any legal process or governmental request (for example, a subpoena, warrant, order or other requirement of a court, administrative agency or other governmental body), (ii) to respond to claims asserted against Organization, (iii) to enforce and to ensure a User's compliance with the Terms, including the investigation of potential violations, (iv) to conduct risk assessments, and prevent, detect and investigate incidents of fraud, security and technical issues, (v) to protect the rights, property or safety of Organization, its Users or members of the public, and (vi) for the purpose of operating and improving the Platform and Content (including for customer support purposes).

You agree to cooperate with and assist Organization or its representative in good faith, in any such investigations, including by providing us with such information as we may reasonably request.

We may, in our sole discretion, without liability to you and without limiting our other remedies, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your account in response to a suspected breach of the Terms, and take technical and legal steps to prevent you from using our Platform and Content. If Organization has suspended your account due to your actual or suspected breach of the Terms, such suspension will continue until the suspected breach is cured or otherwise resolved to Organization's reasonable satisfaction.

Once your account is terminated, Organization will have the right, but not the obligation to delete any or all of the information and content submitted, uploaded or otherwise provided by you, subject to applicable law.

When an issue arises, we reserve the right to consider such User's performance history and the specific circumstances in applying our policies, and to determine how strictly to enforce such policies in an effort to achieve a fair outcome for all parties involved.

10. Communications About Your Account:

If you create an account, Organization may send you communications about your account by email, SMS, mobile notifications, or phone. Such communications may include, for example, important

reminders about your exercise therapy programs, tailored suggestions, and other important information regarding your specific health status and goals. By creating an account, you agree to receive such communications about your Organization account. You may modify your communication preferences by:

- 1. SMS – Reply STOP to the message(s) you no longer wish to receive.**
- 2. Push Notifications – Change your Android or iOS notification settings or uninstall the Organization app**
- 3. Email – Click the unsubscribe link in the email (if so equipped)**
- 4. All others – Email app@athletico.com with your communication preferences**

11. Intellectual Property Rights and Licenses

The Platform and Content, including any and all Websites and Apps, and all features, functionality, tools and content thereof, is protected by copyright, trademark, patent and other laws of the United States and foreign countries, including but not limited to Australia. You acknowledge and agree that the Platform and Content, and all intellectual property rights therein are the exclusive property of Organization and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark, patent marking, or other proprietary rights notices incorporated in or accompanying the Platform or Content.

Without limiting the foregoing, you acknowledge and agree that the trade names, logos, and other trademarks and service marks associated with Organization (the “Organization Marks”) are the property of Organization, and that you are not permitted to use the Organization Marks without our prior written consent.

Subject to your compliance with the Terms, Organization grants you a limited, revocable, non-exclusive, non-transferable, non-assignable and non-sublicensable license to access and use the Platform and the Content, including the right to download and install a copy of the App on each mobile device that you own or control, for your own personal use only, and not for use for any business purpose or commercial activity. This license is granted for the sole purpose of enabling you to personally use the Content as provided by Organization in the manner permitted by the Terms.

You may not use, copy, reproduce, distribute, license, sell, transfer, publish, post, publicly display, publicly perform, transmit, broadcast, adapt, modify, prepare derivative works based upon, or otherwise exploit any features, functionality, tools or content of the Platform or Content in any form or by any means, or sublicense the rights granted in the Terms, except as expressly permitted herein, without the prior written permission of Organization or the intellectual property owner, as applicable.

This foregoing license is subject to modification or revocation at any time at Organization’s sole discretion.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Organization or its licensors, except for the licenses and rights expressly granted in the Terms. All rights not expressly granted to you by the Terms are hereby reserved.

12. Feedback

We welcome and encourage you to provide feedback, comments, ideas and suggestions for improvements, enhancements and modifications to the Platform (“Feedback”). You may submit Feedback by e-mailing us, at app@athletico.com. You acknowledge and agree that all Feedback you give us (i) will be treated as non-confidential, and (ii) will be the sole and exclusive property of Organization. Without limiting the foregoing, you acknowledge that your Feedback may be disseminated or used by Organization or its affiliates for any purpose whatsoever, including developing, improving and marketing products. You hereby unconditionally and irrevocably transfer and assign to Organization all of your right, title, and interest in and to all Feedback, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and unconditionally and irrevocably waive and consent to any infringement of any moral rights you may have in such Feedback.

You agree to sign and deliver such documents, and otherwise provide such assistance, as may reasonably be required from time to time to perfect Organization’s rights in such improvements, enhancements and modifications.

13. Third Party Websites and Services:

Organization does not necessarily recommend or endorse any tests, doctors or other health care providers, products or procedures that may be referenced, discussed or advertised on the Platform.

The Platform may provide links to third-party websites, resources or services. You acknowledge and agree that Organization is not responsible or liable for (i) the availability, terms or practices of such websites, resources or services, or (ii) the content, products or services available on or through such websites, resources or services, including that any information provided is complete, accurate or up-to-date. Links to such websites, resources or services do not imply any endorsement by Organization of such websites, resources or services or the content, products or services available on or through such websites, resources or services. The Organization has no control over the security or privacy practices of these external websites. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and privacy statements of the other websites. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, resources or services or the content, products or services available on or through such websites or services.

We will not be responsible or liable for any damage or harm resulting from your interactions with such websites or services, or the content, products or services available on or through such websites or services.

14. Third Party Terms:

Our App may be available for download from third party app stores which are not owned or operated by Organization. When downloading, installing, accessing, using or browsing the App, you must comply with any applicable third party terms and conditions, including any End User License Agreement, your mobile device agreement or any wireless data service agreement, and ensure that your use of the App is not in violation of any such terms or conditions.

Without limiting the foregoing, any Apps accessed through or downloaded from Apple’s App Store (an “App Store Download”) may only be used (i) on an Apple-branded product that runs the iOS (Apple’s

proprietary operating system), and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms and Conditions.

Without limiting the foregoing, the following applies to App Store Downloads:

- You acknowledge and agree that (i) these Terms are between you and Organization only, and not Apple, and (ii) Organization, not Apple, is solely responsible for the App Store Download and content thereof. Your use of the App Store Download must comply with the App Store Terms and Conditions.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Download.
- In the event of any failure of the App Store Download to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Download to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Download. As between Organization and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Organization.
- You acknowledge that, as between Organization and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Download or your possession and use of the App Store Download, including: (i) product liability claims; (ii) any claim that the App Store Download fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You acknowledge that, in the event of any third-party claim that the App Store Download or your possession and use of that App Store Download infringes that third party’s intellectual property rights, as between Organization and Apple, Organization, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.
- You acknowledge and agree that Apple and its subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Download, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Download against you as a third party beneficiary thereof.
- Without limiting any other terms of the Terms, you must comply with all applicable third party terms and conditions when using the App Store Download.

15. Digital Millenium Copyright Act:

If you have any copyright concerns about materials posted on the Platform, you agree to let Organization know. Pursuant to Title 17, United States Code, Section 512(C)(2), notifications of claimed copyright infringement should be sent to Organization’s Designated Agent. An effective notification contains the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All inquiries not compliant with the described procedure will not receive a response. For more information email info@athletico.com and include "IP Policy" in the subject line of your email.

16. Healthkit and Google Fit

Organization may make use of and/or allow you to connect your Organization account with third party apps, such as the Apple Health App ("HealthKit") and Google Fit. You can choose to connect and share information with these third party apps and allow Organization to access certain information within your HealthKit and Google Fit accounts. If you grant us access to HealthKit or Google Fit, Organization may be able to add information to your HealthKit and Google Fit accounts, such as exercise-related information.

You can remove access to your HealthKit or Google Fit account at any time by uninstalling the Organization app. You can also remove access by managing your connections in HealthKit or Google Fit

Organization is in no way responsible for the protection of any of your information that you agree to store with HealthKit or Google Fit, which are subject to separate privacy policies and terms. Please review the applicable policies and procedures before syncing and backing up your health data and/or other information with the Health Kit or Google Fit.

17. Disclaimer of Warranties:

You represent and warrant to Organization that:

- you have the power and authority to accept and agree to the Terms,
- you own or control all of the rights necessary to provide the information that you provide and to grant the rights and licenses granted herein,
- the exercise by Organization of the rights granted by you hereunder will not cause Organization to violate any applicable laws, rules or regulations, to infringe the rights of any third party, and
- all account information provided by you will be complete, accurate and up-to-date when provided, and updated as necessary to ensure that it remains complete, accurate and up-to-date.

THE PLATFORM AND CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, ORGANIZATION EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE OR RIGHTFUL CLAIM, WARRANTIES AS TO THE RELIABILITY OR AVAILABILITY OF THE PLATFORM OR CONTENT, OR THAT USE OF THE PLATFORM OR CONTENT WILL BE UNINTERRUPTED OR ERROR FREE, WARRANTIES AS TO THE COMPLETENESS, ACCURACY OR TIMELINESS OF ANY CONTENT. ORGANIZATION DOES NOT WARRANT THAT THE PLATFORM IS SECURE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

18. Limitation of Liability and Indemnification:

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW:

- INFORMATION AND OTHER CONTENT PROVIDED ON OR THROUGH THIS PLATFORM DOES NOT CONSTITUTE MEDICAL PRACTICE OR ADVICE, NOR IS IT INTENDED TO REPLACE THE NECESSITY OF CONSULTATION WITH A DOCTOR, PHYSICAL THERAPIST, OCCUPATIONAL THERAPIST OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL. WHILE SOME INDIVIDUALS DEPICTED IN THE PLATFORM MAY BE LICENSED HEALTHCARE PRACTITIONERS, THEY DO NOT PROVIDE MEDICAL OR HEALTH CARE SERVICE THROUGH THE PLATFORM. ANY LICENSED PRACTITIONERS ARE QUALIFIED UNDER APPLICABLE LAWS IN THE U.S. ONLY AND ARE NOT LICENSED OUTSIDE OF THE U.S., INCLUDING IN AUSTRALIA. THE PLATFORM PROVIDES MOTIVATIONAL TOOLS AND GENERAL INSTRUCTION TO HELP YOU MEET YOUR WELLBEING GOALS, MAINTAIN HEALTHY HABITS, AND INCREASE ACTIVITY AND FITNESS. YOU SHOULD ALWAYS CONSULT WITH A QUALIFIED DOCTOR, PHYSICAL THERAPIST, OCCUPATIONAL THERAPIST OR OTHER QUALIFIED HEALTH CARE PROVIDER BEFORE MAKING HEALTH CARE DECISIONS.
- WITHOUT LIMITING THE FOREGOING, ORGANIZATION DISCLAIMS ANY AND ALL LIABILITY RELATED TO (I) YOUR USE OF OR INABILITY TO USE THE PLATFORM OR CONTENT, (II) THE ACTS OR OMISSIONS OF ANY PERSON(S) WITH WHOM YOU MAY COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM OR CONTENT, AND (III) ANY CONTENT ACCESSED OR VIEWED IN CONNECTION WITH THE USE OF THE PLATFORM OR CONTENT.
- YOU ACKNOWLEDGE AND AGREE THAT THE ACCESSING AND USING THE PLATFORM AND CONTENT, VIEWING CONTENT IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU AND HEREBY RELEASE ORGANIZATION AND WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGES CAUSED BY ANY OF THE FOREGOING.
- IN NO EVENT WILL ORGANIZATION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES FOR LOST REVENUES OR PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH ANY OF THE FOREGOING, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ORGANIZATION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- IN THE CASE OF THE UNITED STATES, CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSIVE OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN THIS SECTION SO THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, ORGANIZATION'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL OF THE FOREGOING, SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (US\$100). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

To the maximum extent not prohibited by applicable law, you agree to defend Organization and its parent, subsidiaries, affiliates, licensors, sponsors and service providers and its and their respective officers, directors, shareholders, agents, employees and representatives, (collectively "Organization Indemnitees") from and against all third-party claims and proceedings (including by any regulator or governmental agency or entity) (together, "Claims"), and indemnify and hold harmless Organization Indemnitees from and against all damages, injuries, liabilities, losses, fines, penalties and expenses (including reasonable attorneys' fees and litigation expenses) (collectively, "Losses") resulting therefrom, which relate to or arise from, (i) your access to or use of the Platform or Content, including any and all features, functionality, tools, content and promotions available on and through the Platform, (ii) any interactions with any other person as a result of your use of the Platform or Content, (iii) your breach of the Terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third party, and (iv) your gross negligence or willful misconduct.

An Organization Indemnitee under this Agreement shall provide: (i) prompt notice to you of the commencement of the claim, suit or proceeding for which indemnification is sought; (ii) reasonable cooperation to you, at your sole expense; and (iii) control of the defense and settlement to you; provided, however, that: (a) the failure of the Organization Indemnitee to notify you as set forth herein shall not relieve you of your indemnification obligations, except to the extent you can demonstrate actual prejudice as a result therefrom; (b) the Organization Indemnitee, may, at its sole option and expense, participate and appear on an equal footing with you in the claim, suit or proceeding; and (c) any settlement will completely and forever release the Organization Indemnitee from all liability with respect to such Claim and will not, without the prior written approval of the Organization Indemnitee, obligate or impose liability on the Organization Indemnitee in any way.

No person or entity shall be entitled to any form of equitable or implied indemnification at any time, except as provided by the Terms.

19. Governing Law and Jurisdiction:

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. By using Organization's Platform, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern the Terms and Privacy Policy and any dispute arising from or relating to the Terms or Privacy Policy. In addition, you agree to submit to the exclusive jurisdiction of the local, state, or federal courts located in DuPage County, Illinois. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY

ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THESE TERMS OR PRIVACY POLICY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE..

ORGANIZATION AND YOU AGREE THAT ALL CLAIMS AND DISPUTES RELATED TO THE TERMS OR PRIVACY POLICY MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

Both of us agree that if we make any amendment to this “Governing Law and Jurisdiction” section (other than an amendment to any notice address or site link provided herein) in the future, that amendment will not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims governed by this section that have arisen or may arise between you and Organization. We will notify you of amendments to this section by posting the amended Terms. If you do not agree to the amended Terms, you may close your account within 30 days and you will not be bound by the amended Terms. If you do not have an account (or once you have closed your account, if applicable), you must cease using the Platform immediately. By rejecting any change, you are agreeing that you will litigate any dispute between you and Organization in accordance with the provisions of this “Governing Law and Jurisdiction” section as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).

20. Miscellaneous:

Severability; Waiver. If any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason in any jurisdiction, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that each of the parties’ rights and privileges shall be enforceable to the fullest extent permitted by law, and any such invalidity, illegality and unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. No delay or omission on the part of either party in exercising any right hereunder will operate as a waiver of any right hereunder.

Privacy. Our collection and use of information about Users is governed by our Privacy Policy. By accessing and using the Platform or Content, you consent to the collection and use of this information including the transfer of this information outside of the place of collection such as the European Union, including to the United States and/or other countries, for storage, processing and use by Organization. As part of providing you the Platform and Content, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Content, which you may not be able to opt-out from receiving.

Entire Agreement. These Terms, including these Terms of Use, our Privacy Policy, the applicable Supplemental Terms and any and all Platform Rules, constitute the entire and exclusive understanding and agreement between you and Organization regarding your access to and use of the Platform, including the Content, Website and App, and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and Organization and regarding the subject matter hereof.

Assignment. You may not assign, transfer, delegate or sublicense any of your rights or obligations under the Terms, including by operation of law or merger or consolidation, without our express prior written consent, which may be granted or withheld in our sole discretion. Any attempted assignment, transfer, delegation or sublicense without the foregoing consent will be null and void. Organization may assign, transfer, delegate and/or sublicense our rights and obligations under the Terms, in whole or in part, in its sole discretion, without restriction. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and assigns.

No Agency. Except as otherwise expressly set forth herein, no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

Survival of Terms. Any provisions of the Terms that contemplate performance or observance subsequent to the expiration or termination of this Agreement shall survive such expiration or termination.

Notices. Any notices or other communications permitted or required hereunder, including those regarding modifications to the Terms, will be in writing and given by Organization (i) via e-mail (in each case to the address that you provide), or (ii) by posting to the Website or via the App. For notices made by e-mail, the date on which such notice is transmitted will be deemed the date of receipt.

Remedies. Except as expressly set forth in the Terms, the exercise by either party of any of its remedies under the Terms will be without prejudice to its other remedies available under contract, at law, in equity or otherwise.

Headings. The headings in the Terms are for reference purposes only and do not limit or otherwise affect the meaning or interpretation of any of the provisions hereof.

Third Party Beneficiaries. Except as otherwise expressly set forth herein, the Terms do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.

Construction. In the Terms, unless the context requires otherwise: (i) "herein," "hereof," "hereunder," "hereto," and similar terms refer to the Terms collectively and as a whole, and not merely to the specific section, paragraph or clause in which the term appears, (ii) "or" connotes any combination of all or any of the items listed, and (iii) "including" (and any of its derivative forms) means "including but not limited to."

California Residents. Pursuant to California Civil Code §1789.3, California residents are also entitled to the following specific consumer rights notice:

Complaints regarding the Platform or Content or requests to receive further information regarding use of the Platform or Content may be sent to the above address or to support@Organizationhealth.com.

The Complaint Assistance Unit of the Division of Consumer Content of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834 or by telephone at (916) 445-1245 or (800) 952-5210. Hearing impaired persons may call TDD (800)-326-2297 or TDD (916)-928-1227, see for additional information.

Contact. If you have any questions or concerns, please contact Organization at app@athletico.com.

You can also write to us at:

Athletico Management, LLC
2122 York Road, Suite 300, Oak Brook, Illinois 60523

All trademarks, logos and service marks ("Marks") displayed on the Platform are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.