

Terms & Conditions

PLEASE READ THIS DOCUMENT CAREFULLY. PEAK PERFORMANCE NETWORK, LLC. ("PPN," "we," or "us") is an online athlete development portal located at ppnsports.com (the "PPN Site" or "Site") with related mobile applications and desktop applications and websites (collectively, the "PPN Service" or "Service"). By registering as a member or by using the PPN Service in any way, you accept these Terms of Service ("Agreement" or "Terms"), which forms a binding agreement between you and PPN. You should also read and understand the PPN [Privacy Policy](#), which is incorporated by reference into this Agreement and is available on the PPN Site.

Prior to using the PPN Service, it is important for you to know and understand that by visiting the Site and/or using the Service, you are agreeing to accept certain liability limitations. In other words, your use of the PPN Service is at your own risk, and we do not assume any liability, or make any warranties of any kind, express or implied, with respect to the Service or your use of the Service.

IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING OUR PRIVACY POLICY, LIMITATIONS OF LIABILITY, WARRANTY DISCLAIMERS AND GENERAL HEALTH AND LEGAL DISCLAIMERS, DO NOT USE THE SITE OR THE PPN SERVICE.

By using the Service, you consent to receiving this Agreement in electronic form. To withdraw this consent, you must cease using the Service and terminate your account. Please contact us with any questions regarding this Agreement.

HEALTH WARNING AND LIABILITY DISCLAIMER:

YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PRACTITIONER BEFORE STARTING THIS OR ANY OTHER EXERCISE PROGRAM. THIS IS PARTICULARLY TRUE IF YOU OR YOUR FAMILY HAVE A HISTORY OF HIGH BLOOD PRESSURE OR HEART DISEASE, OR IF YOU HAVE EVER EXPERIENCED DISCOMFORT WHILE EXERCISING.

NOTHING STATED OR POSTED ON THE PPN SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR PROFESSIONAL ADVICE OR CARE.

YOUR USE OF THE PPN SERVICE IS AT YOUR OWN RISK.

PLEASE READ OUR FULL PROFESSIONAL ADVICE AND MEDICAL DISCLAIMER IN SECTION 2 BELOW BEFORE COMMENCING YOUR USE OF THE SERVICE.

PPN SHALL NOT BE LIABLE FOR ANY LIABILITY, OF ANY KIND, RESULTING FROM THE USE OF THE PPN SERVICE.

Professional Advice and Medical Disclaimer.

YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL BEFORE STARTING THIS OR ANY OTHER EXERCISE OR NUTRITION PROGRAM TO DETERMINE IF IT IS RIGHT FOR YOUR NEEDS. THIS IS PARTICULARLY TRUE IF YOU (OR YOUR FAMILY) HAVE A HISTORY OF HIGH BLOOD PRESSURE OR HEART DISEASE, OR IF YOU HAVE EVER EXPERIENCED CHEST PAIN WHEN EXERCISING, SMOKE, HAVE HIGH CHOLESTEROL, OR HAVE A BONE OR JOINT PROBLEM THAT COULD BE MADE WORSE BY A CHANGE IN PHYSICAL ACTIVITY. DO NOT USE THE PPN SERVICE IF YOUR PHYSICIAN OR HEALTH CARE PROVIDER ADVISES AGAINST IT. IF YOU EXPERIENCE FAINTNESS, DIZZINESS, PAIN OR SHORTNESS OF BREATH AT ANY TIME WHILE EXERCISING, YOU SHOULD STOP IMMEDIATELY.

THE PPN SERVICE OFFERS HEALTH AND FITNESS INFORMATION AND IS DESIGNED FOR INFORMATIONAL PURPOSES ONLY. NOTHING STATED OR POSTED ON THE PPN SITE OR AVAILABLE THROUGH ANY PPN SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL, PROFESSIONAL OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH OR NUTRITION CARE, TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. YOU SHOULD NOT RELY ON ANY INFORMATION ON THE PPN SERVICE AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT EVER DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SERVICE. THE USE OF ANY INFORMATION PROVIDED ON THE SERVICE IS SOLELY AT YOUR OWN RISK.

IF YOU ARE IN THE UNITED STATES AND THINK YOU ARE HAVING A MEDICAL OR HEALTH EMERGENCY, CALL YOUR HEALTH CARE PROFESSIONAL, OR 911, IMMEDIATELY.

THE PPN SITE IS CONTINUALLY UNDER DEVELOPMENT AND PPN MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT GENERAL HEALTH, FITNESS AND ADVICE. NO ASSURANCE CAN BE GIVEN THAT THE

INFORMATION CONTAINED ON THE PPN SITE WILL ALWAYS INCLUDE THE MOST RECENT DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

Your Representations and Warranties as a Member

In becoming a Member of PPN with the intent of using the PPN Service, you affirm that either (A) all of the following statements are true: (i) no physician has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician; (ii) you have never felt chest pain when engaging in physical activity; (iii) you have not experienced chest pain when not engaged in physical activity at any time within the past several months; (iv) you have never lost your balance because of dizziness and you have never lost consciousness; (v) you do not have a bone or joint problem that could be made worse by a change in your physical activity; (vi) your physician is not currently prescribing drugs for your blood pressure or heart condition; (vii) you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and (viii) you do not know of any other reason you should not exercise; or (B) your physician has specifically approved of your use of PPN.

If applicable, You further affirm that (A) you are not pregnant or (B) your physician has specifically approved your use of PPN.

General Disclaimers

PPN provides the PPN Service on an "as is" and "as available" basis. You therefore use the PPN Service at your own risk.

PPN expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, PPN makes no representations or warranties:

- That the PPN Service, or any particular fitness program is suitable for you;
- Regarding the adequacy or safety of the PPN Service for any particular user;
- That the PPN Service will meet your personal needs;
- That the PPN Service will be permitted in your jurisdiction;
- That the PPN Service will be uninterrupted or error-free;
- Concerning any content submitted by any member;
- Concerning any third party's use of content that you submit;
- That PPN will continue to support any particular feature of the PPN Service; or

- Concerning sites and resources outside of the PPN Service, even if linked to from the PPN Service.

PPN reserves the right to modify the PPN Service. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the PPN Service. PPN has no obligation to screen or monitor any content and does not guarantee that any content made available on the PPN Service complies with this Agreement or is suitable for all users. PPN shall not be responsible for loss or corruption of data, and hereby waives all claims with respect to damage to Your computer system, internet access, download or display device.

To the extent that a secondary party may have access to or view PPN content on your computer or mobile device, you are solely responsible for informing such party of all provisions, terms, disclaimers and warnings in this Agreement.

To the extent any disclaimer or limitation of liability in this Agreement does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the PPN Service, and no warranties shall apply after such period.

Waiver and Release of Claims

The following Terms of Service and Conditions apply to All Products (Including PPN Apps as well as any equipment purchased or received from PEAK PERFORMANCE NETWORK, LLC). The participant – or participant's legal guardian – understands and agrees to the terms of this agreement.

I recognize and acknowledge that there are risks of serious physical and other injuries associated with me or my child's attendance or participation in the PEAK PERFORMANCE NETWORK, LLC's services. There are severe social and economic losses which might result not only from a participant's own actions but also from the actions, in actions, or negligence of others, or the condition of the premises or equipment used and, nevertheless, I agree to assume full risk of any injury, damage, or loss regardless of severity that I or my child may sustain as a result of attending and/or participation in PEAK PERFORMANCE NETWORK, LLC's services.

Accordingly, I agree to waive, relinquish, discharge, release, and covenant not to sue PEAK PERFORMANCE NETWORK, LLC, or its parent, sister affiliated and/or subsidiary corporations and related entities, their members, owners, officers, directors, partners, employees, consultants, contractors, advisors, agents, insurers, attorneys and volunteers, from any and all rights, claims of injury, demands, causes of action, damages, liabilities or loss that I or my child may have or that may accrue to me or my child arising out of, connected with, or in anyway associated with me or my minor child's attendance at or participation in PEAK PERFORMANCE NETWORK, LLC's services. Notwithstanding the foregoing and any other provision of this Agreement, I do not waive

any rights that I may have to seek redress due to the reckless or intentional conduct of any individual or entity.

I further agree to release, indemnify and hold harmless PEAK PERFORMANCE NETWORK, LLC, its members, directors, officers, employees, affiliates, parents, and subsidiaries, from any and all manner of claims, causes of action or liability that may arise directly or indirectly from me or my minor/ward's attendance at or participation in the PEAK PERFORMANCE NETWORK, LLC's services, including but not limited to, injuries to an individual or damage to property caused by such attendance or participation. I am aware this program has high levels of strenuous activity and will participate at the level that my body will allow. It will be my responsibility to inform PEAK PERFORMANCE NETWORK, LLC and its members as to my general health prior to participating in the program. I will also inform PEAK PERFORMANCE NETWORK, LLC of any previous injuries or illness that may be aggravated by such strenuous activity. If I or my child sustains an injury, not limited to the PEAK PERFORMANCE NETWORK, LLC's services I will make the members of PEAK PERFORMANCE NETWORK, LLC aware of the injury and will only continue with the PEAK PERFORMANCE NETWORK, LLC's services as directed.

Furthermore, I understand that the Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personally identifiable information from children under thirteen (13) years of age without verifiable parental consent ("Consent"). Thus, I understand in the case I am purchasing the PEAK PERFORMANCE NETWORK, LLC's services for my child who is under thirteen (13) years of age, as his/her parent or guardian, I give consent to PEAK PERFORMANCE NETWORK, LLC to collect my child's information that is necessary for them to fulfill recommendations, training and other services that I am agreeing to and making payment for at this time. I acknowledge that as the individual making payment for this child's participation in PEAK PERFORMANCE NETWORK, LLC's services, I have the legal right and legal authority to give such consent as is necessary.

I have read this Agreement thoroughly and fully understand it. I enter into it voluntarily on behalf or myself, my spouse, my heirs, next of kin, personal representatives, related individuals and related entities. No one has made me any representations, statements or inducements that change or modify anything written in this Agreement.

Privacy

Your privacy rights are set forth in our [Privacy Policy](#), which forms a part of this Agreement. Please review the [Privacy Policy](#) to learn about:

- What information we may collect about you;
- What we use that information for; and
- When and with whom we share that information.

CONSENT TO EMAIL: When you become a Member, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the Service, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from us or third party partners.

Membership Provisions

REGISTRATION: To fully use the PPN Service, you must register as a member by providing a user name, password, valid email address and valid credit card information. You must provide complete and accurate registration information to PPN and notify us if your information changes.

USER NAME: You may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable.

ACCOUNT SECURITY: You are responsible for all activity that occurs under your account, including any activity by unauthorized users. You must not allow others to use your account. You must safeguard the confidentiality of your password. If you are using a computer that others have access to, you must log out of your account after using the PPN Service. If you become aware of any unauthorized access to your account, you must change your password and notify us immediately at info@ppnsports.com.

30-Day Free Trial (First Month Free)

Service begins from the moment that you activate this trial period by submitting your payment details. You will not be charged for the first month's billing cycle. You'll be charged the rate detailed in the offer, plus applicable taxes (such as value added tax when the stated rate doesn't include VAT), every month starting with the second month's billing cycle, until you cancel. Cancellations can be made any time by logging back into the [Peak Performance Network](#) using your current email and password. If you have any questions or need any assistance please contact [Customer Support](#). If you cancel during the first month billing cycle, your credit card will not be charged and your service will continue until the end of that first month's billing cycle. If you cancel the service anytime after the beginning of the billing cycle, your payment for that month, and months prior to the service being canceled are non-refundable, regardless of whether or not you actively use the Service, and your service will continue until the end of that month's billing period. We will always notify you of any change in renewal rates, beforehand.

Payments

Pricing

If you agree to a subscription price, that will remain your price for the duration of the payment term; however, prices are subject to change at the end of a payment term.

Upgrades and Changes

- We will immediately bill you when you upgrade from the free trial plan to the upgraded paying plan you have chosen.
- If you change from a monthly billing plan to a yearly billing plan, we will bill you for a full year at the next monthly billing date.
- If you upgrade to a higher level of service or add equipment to your service, we will bill you for the upgraded plan immediately.
- If you upgrade to a higher level of service or add equipment to your service, you agree to assume the responsibilities, terms and conditions of the new upgraded plan immediately.

Billing Schedule; No Refunds

- For monthly or yearly payment plans, the Service is billed in advance on a monthly or yearly basis respectively and is non-refundable. There will be no refunds or credits for partial months of service, downgrade refunds, or refunds for months unused with an open Account; however, the service will remain active for the length of the paid billing period.
- In order to treat everyone equally, no exceptions will be made.

Authorization

By agreeing to these Terms, you are giving us permission to charge your on-file credit card, PayPal account, or other approved methods of payment for fees that you authorize for Peak Performance Network, LLC.

Responsibility for Payment

You are responsible for all fees, including taxes, associated with your use of the Service. By using the Service, you agree to pay Peak Performance Network, LLC any charge incurred in connection with your use of the Service. If you dispute the matter, contact [Customer Support](#). You are responsible for providing us with a valid means of payment for paid Accounts.

Subscriptions.

In certain circumstances, we will offer Subscriptions for a longer term (for example, 3 months, 6 months or even a year). These longer-term Subscriptions are charged in full upon purchase, and automatically renew for the same duration as the initial Subscription term you selected (for example, if you initially purchased a 3 month Subscription, your Subscription will automatically renew for three months; 6 month subscriptions will automatically renew for six months, and so on). The amount due for the next renewal term will be due and immediately payable in full and charged as of the first day of such renewal term. You can always cancel before your next renewal term by logging into your account, and following the cancellation instructions above ("How to Cancel").

If you provide a payment method and our charge results in an overdraft, chargeback or other fee from your bank, you alone are responsible for that fee.

EVEN IF YOU DO NOT USE THE SUBSCRIPTION OR ACCESS THE PPN APPLICATION, YOU WILL BE RESPONSIBLE FOR ANY SUBSCRIPTION FEES UNTIL YOU CANCEL YOUR SUBSCRIPTION OR IT IS OTHERWISE TERMINATED. To cancel, follow the instructions above ("How to Cancel").

Changes. PPN may change, modify, add, remove, suspend, cancel or discontinue any aspect of its subscriptions including the functionality, content, and/or availability of any features of such subscriptions at any time in PPN's sole discretion.

PPN may increase its fees for any subscription effective the first day of a billing renewal by giving you notice of the new fees at least thirty (30) days before you are billed. If you have and do not cancel your subscription, you will be deemed to have accepted the new fees.

Term and Termination

TERM: This Agreement begins on the date you first use the PPN Service and continues as long as you have an account with us.

CANCELING YOUR SUBSCRIPTION: To cancel your subscription, you will need to first log into your account, and then type in the following address in your web browser while you are still logged in: You can cancel by going into your Organization Management and Setup, navigating to the "PPN License" tab and location where you will find the link to cancel.

Termination or Cancellation of Services

If you do not pay the fees or charges due for your use of the Services, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Services (and may do so without notice).

You can cancel the Services at any time, however in accordance with the Service plan/option you signed up for, and it's corresponding commitment terms, you may be responsible for additional charges accordingly. Cancellations can be made by logging back into the Peak Performance Network Payment Portal using your current email and password. If you have any questions or need any assistance please contact Customer Support. Once you have cancelled your Service and received confirmation, no other changes will be made to your account. The cancellation of a Service will go into effect at the end of your current billing cycle, and you will have the same level of access to the Service through the remainder of such billing cycle. For example, if you are billed on a monthly basis and cancel during a given month, you will be charged for the entirety of that month and maintain access to the Service through the end of that month.

There are no refunds for termination or cancellation of your Service. If you no longer wish to subscribe to a Service, it is your responsibility to cancel your Service in due time, regardless of whether or not you actively use the Service.

TERMINATION FOR BREACH: PPN may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submitted if PPN determines that you have violated any provision of this Agreement or that your conduct or content would tend to damage PPN's reputation or goodwill. If PPN deletes your account for the foregoing reasons, you may not re-register for the PPN Service. PPN may block your email address and Internet protocol address to prevent further registration. PPN is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account.

After your membership or subscription is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

EFFECT OF TERMINATION/ACCOUNT DELETION: Upon termination, all licenses granted by PPN will terminate. In the event of account deletion for any reason, content that you submitted may no longer be available. PPN shall not be responsible for the loss of such content.

Content Restrictions

You may not upload, post, or transmit (collectively, "submit") any video, image, text, audio recording, or other work (collectively, "content") that:

- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Contains sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);

- Contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group;
- Advocates harassment or intimidation of another person;
- Exploits minors;
- Depicts unlawful acts or extreme violence;
- Contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- Depicts animal cruelty or extreme violence towards animals; or
- Contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices.

Code of Conduct and Prohibited Activities

In using the PPN Service, you must behave in a civil and respectful manner at all times. Further, you will not and it is strictly prohibited to:

- Act in a deceptive manner by, among other things, impersonating any person;
- Harass or stalk any other person;
- Harm or exploit minors;
- Distribute "spam";
- Promote information that is false or misleading, or promote illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
- "frame" or "mirror" any part of the Service or the Site;
- use meta tags or code or other devices containing any reference to PPN, the Site or the Service (or any trademark, trade name, service mark, logo or slogan of PPN) to direct any person to any other website for any purpose;
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Site or any software used on or for the Service or the Site, or cause others to do so;
- post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Site or the Service other than solely in connection with your use of the Service in accordance with this Agreement.
- Collect information about others;
- Advertise or solicit others to purchase any product or service within the PPN Site;

- Promote fraudulent schemes, multi level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures;
- Publicize or promote commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
- Participate in any activity that in any way violates any law.

PPN has the right, but not the obligation, to monitor all conduct on and content submitted to the PPN Service. PPN reserves the right to alter, edit, remove, or refuse to post any content, in whole or in part in its sole discretion and/or to satisfy or comply with applicable laws, regulations and/or legal processes.

PPN reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates our Terms, including removing the offending communication from the Site or Service and terminating or suspending the membership of such violators.

Your use of the Site and Service, including all Content you post through the Service, must comply with all applicable laws and regulations. You agree that PPN may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Site in the future; or (v) protect the rights, property or personal safety of the Company or any other person.

Submissions

As between you and PPN, you own all content that you submit to the PPN Service, whether directly via the PPN Service or indirectly (for example, via Facebook or Twitter). However, it is important that you understand that by posting a submission to PPN, you are granting PPN and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable (through multiple tiers) royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your content (including without limitation, your name and likeness, photographs and testimonials) for any purpose whatsoever commercial or otherwise without compensation to you. In addition, you waive any so-called "moral rights" or "performance rights" in your content.

You further grant all users of the PPN Service permission to view your content for their personal, non-commercial purposes. If you make suggestions to PPN on improving or adding new features to the PPN Service, PPN shall have the right to use your suggestions without any compensation to you.

For each piece of content that you submit, you represent and warrant that: (i) you have the right to submit the content to PPN and grant the licenses set forth above; (ii) PPN will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

Indemnification

You agree to indemnify, defend, and hold harmless PPN and its affiliates, directors, officers, employees, and agents, from and against any liability, claims, damages, losses and costs (including reasonable attorney's fees) that: (i) arise from your activities on the PPN Service; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to PPN violates any law or infringes any personal right or third party right, including any intellectual property or privacy right. PPN reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with PPN in connection therewith.

License to Use the PPN Service

LICENSE: PPN grants you a limited, non-exclusive license to access and use the PPN Service for your own personal, non-commercial purposes. This includes the right to view content available on the PPN Service. This license is personal to you and may not be assigned or sublicensed to anyone else.

RESTRICTIONS: Except as expressly permitted by PPN in writing, you will not reproduce, redistribute, publicly display, sell, create derivative works from, decompile, reverse engineer, or disassemble the PPN Service. Nor will you take any measures to interfere with or damage the PPN Service. All rights not expressly granted by PPN are reserved.

MOBILE DEVICES, APPLICATIONS AND EXTERNAL DEVICES:

These Terms of Service, and all of the provisions herein, also govern the use of our mobile, desktop and related applications (for example, iOS devices, Android devices, Roku, Apple TV and other such devices and their corresponding apps).

Your use of the PPN Service through any applications or device constitutes your agreement to be bound by these Terms.

Any PPN application, regardless of the manner and means in which it is downloaded (for example the Apple AppStore, Google Play Store, your console's app store, etc.) is licensed, not sold, to You for use only under these Terms. We, the licensor, Peak

Performance Network, LLC (Application Provider) reserve all rights not expressly granted to You.

Accordingly, if you download the PPN Application, you will be:

- installing a software program on your product in the form of an application;
- entering into this contract with Peak Performance Network, LLC governing your use of the application.

Third Party Links and Content

Certain links on the PPN Sites and/or the PPN Service may let you leave the particular PPN Site or PPN Service you are accessing in order to access a linked site (the "Linked Sites"). When you are linking to a third party site, it is important to know that PPN does not control these sites, nor has PPN reviewed or approved the content which appears on the linked sites. PPN is not responsible for the legality, accuracy or nature of any content, advertising, products or other materials on or available from any linked sites, or the conduct of such linked sites. You acknowledge and agree that PPN shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any of the links, content, goods or services available on or through the linked sites.

Dealings with Third Parties.

More specifically, your participation, correspondence or business dealings with any third party found on or through the PPN Sites and Service (i.e., a linked site), regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that PPN shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

Intellectual Property

You acknowledge that the PPN Site and Services contain software, graphics, photos, videos, know-how, product ideas, comments and other material (collectively, "Content") that is protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All PPN-generated Content and Content developed for PPN by its partners and licensors is copyrighted individually and/or as a collective work under the U.S. copyright laws; further, PPN owns a copyright in the selection, coordination, arrangement and enhancement of all Content in the PPN Site. Subject to your compliance with these Terms, and solely for so long as you are permitted by us to access and use the Services, you may download one copy of the application (but never the Content) to any single computer or device for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices, and are in compliance with these Terms. Unless otherwise

specified, modification of the Content or use of the Content for any other purpose, including use of any such Content on any other website or networked computer environment is strictly prohibited.

The PPN name, logos and affiliated applications and technologies are the exclusive property of Peak Performance Network, LLC All other trademarks appearing on the Services are trademarks of their respective owners. Our partners or service providers may also have additional proprietary rights in the content which they make available through the Services. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

PPN owns and retains all proprietary rights in the Site and the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible on the Site or through the Service, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

Copyright / DMCA Policy

PPN respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that the materials they upload to the PPN Site do not infringe any third party copyright.

PPN will promptly remove materials from the PPN Site in accordance with the Digital Millennium Copyright Act ("DMCA") if properly notified that the materials infringe a third party's copyright. In addition, PPN may, in appropriate circumstances, terminate the accounts of repeat copyright infringers.

Filing a DMCA Notice to Remove Copyrighted Content-for Copyright Holders

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the following information:

1. Your name, address, telephone number, and email address (if any).
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where on the PPN Site the material that you claim is infringing may be found, sufficient for PPN to locate the material (e.g., the URL).

4. A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
5. A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
6. Your electronic or physical signature.

You may submit this information via:

1. Email: copyright@ppnsports.com.
2. Offline: PPN's Copyright Agent (see contact information below)

Filing a DMCA Counter-notification to Restore Removed Content for PPN Users

If you believe that your material has been removed by mistake or misidentification, please provide PPN with a written counter-notification containing the following information:

1. Your name, address, and telephone number.
2. A description of the material that was removed and the location on the PPN Site (e.g., the URL) where it previously appeared.
3. A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
4. A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, any judicial district in which PPN may be found (which includes the United States District Court for the Northern District of Texas), and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person.
5. Your electronic or physical signature.

You may submit this information via:

1. Email: copyright@ppnsports.com
2. Offline: PPN's Copyright Agent (see contact information below)

Please note that we will send any complete counter-notifications we receive to the person who submitted the original DMCA notice. That person may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we will restore the removed materials. Until that time, your materials will remain removed.

Warning

In filing a DMCA notice or counter-notification, please make sure that you have complied with all of the above requirements. If we request additional information

necessary to make your DMCA notice or counter-notification complete, please provide that information promptly. If you fail to comply with all of these requirements, your DMCA notice or counter-notification may not be processed further.

In addition, please make sure that all of the information you provide is accurate. **UNDER SECTION 512(f) OF THE COPYRIGHT ACT, 17 U.S.C. § 512(f), ANY PERSON WHO KNOWINGLY MATERIALLY MISREPRESENTS THAT MATERIAL OR ACTIVITY IS INFRINGING OR WAS REMOVED OR DISABLED BY MISTAKE OR MISIDENTIFICATION MAY BE SUBJECT TO LIABILITY.**

PPN may disclose any communications concerning DMCA notices or other intellectual property complaints with third parties, including the users who have posted the allegedly infringing material.

If you have questions about the legal requirements of a DMCA notice, please contact an attorney or see Section 512(c)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(c)(3), for more information. If you have questions about the legal requirements of a DMCA counter-notification, please contact an attorney or see Section 512(g)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(g)(3), for more information.

PPN's Copyright Agent

You may send a DMCA notice, a DMCA counter-notification, or any inquiries concerning intellectual property to PPN's Copyright Agent:

Peak Performance Network, LLC. 1333 Corporate Drive, Suite 206 Irving, TX 75038
Attn: Legal Dept.

General Provisions

ARBITRATION AND GOVERNING LAW:

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the Service, or the Site shall be BINDING ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against PPN in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against PPN or its affiliates any class action, class arbitration, or other representative action or proceeding.

By using the Site or the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and PPN or its affiliates (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than

trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against PPN (except for small-claims court actions) may be commenced only in the federal or state courts located in Tarrant County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes and you irrevocably waive any right to a trial by jury.

This Agreement, and any dispute between you and PPN, shall be governed by the laws of the state of Texas without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

INTERPRETATION; SEVERABILITY; WAIVER; REMEDIES: Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by PPN in exercising any right hereunder will waive any further exercise of that right. PPN's rights and remedies hereunder are cumulative and not exclusive.

SUCCESSORS; ASSIGNMENT; NO THIRD PARTY BENEFICIARIES: This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without PPN's prior written consent. No third party shall have any rights hereunder.

NOTICES: You consent to receive all communications including notices, agreements, disclosures, or other information from PPN electronically. PPN may provide all such communications by email or by posting them on the PPN Service. For support-related inquiries, you may send an email to info@ppnsports.com, or the following address:

Peak Performance Network, 1333 Corporate Drive, Suite 206 Irving, TX 75038
Attention: Legal Department

Nothing herein shall limit PPN's right to object to subpoenas, claims, or other demands.

MODIFICATION: This Agreement may not be modified except by a revised Terms of Service posted by PPN on the PPN Site or a written amendment signed by an authorized representative of PPN. A revised Terms of Service will be effective as of the date it is posted on the PPN Site.

ENTIRE AGREEMENT: This Agreement incorporates the following documents by reference: