

ATHLETE ERA TERMS OF SERVICE

YOUR USE OF THIS WEBSITE OR ANY OF OUR MOBILE APPLICATIONS (collectively referred to as the "Website") CONSTITUTES YOUR EXPRESS AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED ON THIS WEBSITE (this "Agreement"). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ANY OF THE FOLLOWING TERMS AND CONDITIONS, YOU SHOULD IMMEDIATELY CEASE ALL USAGE OF THE WEBSITE. By accessing or using this Website, you acknowledge that you have read this Agreement and our Privacy Policy. You agree that each use by you of this Website signifies your continuing agreement to be bound by this Agreement.

1. DESCRIPTION OF THE SERVICE

This Website is operated and maintained by Athlete Era ("ATHLETE ERA"). ATHLETE ERA provides educational services through a suite of mobile and web-based applications that distribute educational media and provide users with assessment and planning software for supporting the educational experience (collectively referred to as the "Service"). All educational content distributed through the service is reviewed within ATHLETE ERA by individuals who hold professional certifications legally permitting them to instruct exercise technique and prescribe exercise interventions to healthy and unhealthy individuals. These certifications include Certified Strength and Conditioning Specialist (CSCS) through the National Strength and Conditioning Association (NSCA) and Certified Exercise Physiologist (CEP) through the Canadian Society for Exercise Physiology (CSEP). An account can be created with ATHLETE ERA by registering through our website or mobile application. ATHLETE ERA requires certain personal information, including your name, email, general demographic information, and to select an account password, all of which is subject to ATHLETE ERA's Privacy Policy, which can be viewed [here](#). When providing the information, you represent and warrant that all of your personal information is true and accurate. You agree to update such information promptly to keep it current. Upon subscribing to the paid version of the service offered by ATHLETE ERA, ATHLETE ERA will charge the users' credit card the amount associated with the subscription plan purchased by the user, plus all applicable federal and provincial taxes.

2. OWNERSHIP AND USE OF THIS WEBSITE AND ITS CONTENT

Ownership

This Website information, materials and hypertext links to websites that are of interest to ATHLETE ERA and its members and the general public (the “Content”) is, and shall remain, the sole property of ATHLETE ERA and their partner organizations, where use of, or access to this Website shall not transfer or assign to you any ownership or other proprietary rights in or to this Website or any Content. This Website and the Content is protected by all relevant Canadian and international copyrights in the design of this Website. Trade-marks, trade names and designs appearing on this Website are the exclusive property of, or are licensed to ATHLETE ERA, where no use of a trade-mark, trade name or design appearing on this Website may be made without the prior written permission of ATHLETE ERA or the owner thereof.

Data Mining and other Prohibited Uses

Use of this Website through a Web browser that contains any frames displaying contents of other Websites is strictly prohibited. The scraping or mining of data from or framing or mirroring of this Website by any method is strictly prohibited. You agree to not employ or utilize any collaborative browsing or display Technologies.

Visitor Material and Conduct

Any material you transmit or post to this Website will be considered non-confidential and non-proprietary. ATHLETE ERA will have no obligations with respect to such material. ATHLETE ERA and its designees will be free to use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from this Website any Material:

- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of

confidence, in breach of privacy or which may cause annoyance or Inconvenience;

- which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in Canada or any other country in the world; or
- which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

Web Privacy Statement

Your use of and access to this Website is subject to our Privacy Policy (as may be amended from time to time) and our Privacy Policy is incorporated into and forms a part of this Agreement. Your continued use of and access to this Website constitutes your acknowledgement that you have read and agreed to the terms and conditions of our Privacy Policy. In summary, ATHLETE ERA does not sell, rent or barter any information to anyone. ATHLETE ERA does not identify individual visitors to this Website other than by their Internet Protocol (IP) address. We use your IP address to help administer this Website. We may also record other information about your visit to this Website, including the universal resource locator (URL) address from which you have connected to this Website, the web pages you visit on this Website and the Content you download from this Website.

3. ACCESS

Right to Suspend

ATHLETE ERA, in its sole and absolute discretion, may change, suspend or discontinue any aspect of this Website at any time and may also impose limits on certain features and services, or restrict your access to parts or all of this Website, without notice or liability to you. ATHLETE ERA reserves the right to terminate your account for any failure by you to comply with the foregoing or any other terms of this Agreement. The use of the Service is not available to individuals whose account has been terminated pursuant to this Agreement.

Restricted Areas

Certain areas of this Website may be accessed only by use of a user identification and password. If you have access to any of these areas, you are responsible to ensure that your user identification and password are not disclosed to any other person and if you become aware of any unauthorized access, you are responsible to advise ATHLETE ERA immediately. You are responsible for and hereby release ATHLETE ERA from, and indemnify ATHLETE ERA against, all claims, proceedings, liabilities, obligations and costs resulting directly or indirectly from the use of your identification or password by the person to whom you disclosed them or by any other person.

4. LINKS TO OTHER WEBSITES

Links to third party websites on this Website are provided solely for your convenience. ATHLETE ERA does not control and is not responsible for these websites or their content, and does not endorse or make any representations or warranties about them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk. If you have questions about the content of a particular third-party website, or information related to it, contact the person or webmaster responsible for that website. Access to this Website for the purpose of browsing the Content via the World Wide Web is encouraged; ALL OTHER ATTEMPTS TO ACCESS OR USE THIS WEBSITE, THE RELATED COMPUTER SYSTEM OR ITS RESOURCES ARE UNAUTHORIZED. UNAUTHORIZED USE OF A COMPUTER SYSTEM IS A CRIMINAL OFFENCE IN CANADA.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

Usage Disclaimer

During the usage of the website, please be aware of your surroundings and only use the website in accordance with the instructions provided in the website. You agree that your use of the website and the physical movements associated with use of the website (the “**Movements**”) are at your own risk, and it is your responsibility to:

- ensure you are healthy and physically fit enough to use the website and perform the Movements;
- consult with a qualified healthcare professional if you are unsure as to whether you are healthy or physically fit enough to use the website and perform the Movements; and
- maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as you deem reasonably necessary for any injuries that you may incur while using the website and/or performing the Movements.

You also agree not to use the website to violate any applicable law, rule, or regulation or the user guidelines associated with the website from time to time (the “**Guidelines**”), and you agree not to encourage or enable any other individual to violate any applicable law, rule, or regulation or the Guidelines. Without limiting the foregoing, you agree that in conjunction with your use of the website you will **not**:

- use the website except in accordance with the instructions provided in the website;
- use the website without adult supervision;
- inflict emotional distress on other people;
- humiliate other people (publicly or otherwise);
- assault or threaten other people;
- impersonate any other person or misrepresent your affiliation, title, or authority; and/or
- otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind.

To the extent permitted by applicable law, Athlete Era disclaims all liability related to any property damage, personal injury, or death that may occur during your use of the website, including any claims based on the violation of any applicable law, rule, or regulation or your alleged negligence or other tort liability. Further, in the event that you have a dispute with one or more other users of the website, you release Athlete Era (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Liability Disclaimer

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ATHLETE ERA OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEBSITE, OR FROM ANY

COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE WEBSITE OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN NO EVENT WILL THE TOTAL LIABILITY OF ATHLETE ERA ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEBSITE EXCEED ONE THOUSAND DOLLARS (\$1,000). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ATHLETE ERA AND YOU.

No Endorsements

ATHLETE ERA does not endorse any product or service available through any third-party website linked to this Website. ATHLETE ERA makes no warranties or representations, express or implied, with respect to any products or services made available from third party websites hypertext linked, directly or indirectly, to this Website.

6. GENERAL TERMS AND CONDITIONS

This Agreement, and your rights and obligations under this Agreement, may not be transferred or assigned by you without the prior written consent. ATHLETE ERA may at any time assign this Agreement, including any of its rights and obligations hereunder, without your prior consent.

This Agreement shall be governed and construed in accordance with the laws of the Province of Saskatchewan, Canada, without regard to conflict of law rules and any dispute must be resolved before the Court of Queen's Bench for Saskatchewan, in the Judicial Centre of Regina.

ATHLETE ERA may, in its sole and absolute discretion, amend this Agreement from time to time, provided, however, that ATHLETE ERA will ensure that any such amendment will be made available to you on this Website. Your use of this Website after such amendments are posted by OFFSTREET signifies your acceptance of those revised terms of this Agreement. You are responsible for periodically visiting this webpage to review the terms and conditions of this

Agreement. You may not change, modify or amend this Agreement in any Manner. No consent of or waiver by ATHLETE ERA will be effective unless in writing and signed by an authorized representative of ATHLETE ERA.

If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such provision shall be severed from this Agreement and shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. All other provisions of this Agreement shall, nevertheless, remain in full force and effect and no provision shall be deemed dependent upon any other provision unless so expressed herein.

The provisions herein contained constitute the entire agreement between you and ATHLETE ERA, and supersede all previous communications, representations, and agreements, whether oral, written or electronic, between you and ATHLETE ERA, with respect to the subject matter hereof.

The terms and provisions of this Agreement ensure to the benefit of, and are binding upon, you and your heirs, executors, administrators, personal representatives, successors and permitted assigns, and upon ATHLETE ERA and its successors and assigns. If you breach any provision of this Agreement, you may no longer use this Website or any Content. ATHLETE ERA may, in its sole and absolute discretion for any reason, cancel or terminate your right to use this Website at any time without notice, whereupon you are no longer authorized to use this Website and the Content. In the event of any termination of this Agreement or your right to use this Website and the Content, this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of this Website and the Content. All provisions of this Agreement that by their nature are intended to continue after the termination of this Agreement shall survive and continue after such termination.

7. HOW TO CONTACT US ABOUT OUR TERMS OF SERVICE

If you have any questions regarding this Agreement, please contact

- Athlete Era Inc.
- E-mail: hello@athleteera.ca
- Attention: Terms of Service