

Lifesparq LLC's Terms of Use

The website (the "Site") is owned and operated by Lifesparq LLC. By accessing or using this site, you agree to be bound by the following terms and conditions (the "Terms of Use") and the terms and conditions of our Privacy Notice, which is hereby incorporated by reference (collectively, the "Agreement"). We reserve the right, at our discretion, to change any of these terms in the future. If you do not agree to these Terms of Use, you may not access or otherwise use the Site or the Services.

1. **PROPRIETARY SERVICES FOR REGISTERED USERS.** Lifesparq LLC operates an electronic platform/system that enables students, athletes, parents, coaches, teachers, and personal educators to access and use certain online products and services offered by Lifesparq LLC (the "Services") through the site. The material on this site includes general non-proprietary information available to all users of the site, but in order to access and use the services you will be required to register on the site through the sign-up form and become a paid subscriber.
2. **RESTRICTIONS.** In accordance with Federal Children's Online Privacy Protection ACT of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age. If a family subscribing to this service has children under the age of thirteen (13) years of age using our services, an adult member of the family may choose to provide us with personally identifiable information about their children. We use that information for research purposes only, consistent with our Privacy Notice.
3. **INTELLECTUAL PROPERTY.** Lifesparq LLC is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on the site, and is the owner or licensee of the content and/or information on the site. Except as otherwise expressly provided herein, or pursuant to the Terms and Conditions, your use of the site does not grant to you a license to any content or materials you may access on the site. Nothing contained on the site should be construed as granting any license or right to use any Trademark displayed on the site without our written permission or that of the third party rights holder.
4. **COMMUNICATION TO LIFESPARQ LLC AND USER GENERATED CONTENT.** Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information. Please refer to our Privacy Notice with regard to how we handle your personal information. With respect to all e-mails you send to us, including by not limited to feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information.
 - a. **Lifesparq LLC** does not and cannot review all communications and materials posted to or created by users accessing the services (hereafter, "User Generated Content"), and is not in any manner responsible for the content of the User Generated Content. Lifesparq LLC reserves the right to block or remove communications or materials that it determines to be in violation of our Community Guidelines or is offensive or otherwise unacceptable to Lifesparq LLC in its sole discretion.
 - b. **Your own the rights** to anything you post to the Services, including text and photograph. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all submissions you provide to us, in any media now known or hereafter devised.

5. **COMMUNITY GUIDELINES.** While using the Site and the Services, you agree not to:
 - a. Use the Site or Services in violation of any applicable law;
 - b. Use the Site or Services or features in violation of Lifesparq LLC's or any third party's intellectual property or other proprietary, personal or legal rights;
 - c. Obtain or attempt to obtain unauthorized access to computer systems, materials, information or any Services made available on or through the Site through any means;
 - d. Attempt to gain unauthorized access to other computer systems through the Site;
 - e. Attempt to gain unauthorized access to this Site;
 - f. Provide user credentials and passwords for the Site to members outside of your immediate household (those immediate family members currently living under the same roof);
 - g. Impersonate any person or entity or misrepresent your affiliation with any other person or entity;
 - h. Attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Services, or any content thereof, or make unauthorized use thereof;
 - i. Use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site;
 - j. Obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Site.

6. **NO WARRANTIES.** We and our service providers make no warranties or representations about the contents of this site or the service. We shall not be subject to liability for any delays or interruptions of the Site or the Services from whatever cause. You agree that you use the Site, the Site's content, and the Service at your own risk. The Site and the Service may contain technical inaccuracies or typographical errors or omissions. Lifesparq LLC is not responsible for any such typographical or technical errors. Lifesparq LLC reserves the right to make changes, corrections, and/or improvements to the Site and the Service at any time without notice. This Site and Service is for educational use only, your use of the educational materials is subject to your own decision-making and Lifesparq LLC is in no way liable for the results you may or may not achieve.

7. **EXTERNAL WEBSITES.** The Site may contain links to third-party websites ("External Websites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Websites. We are not responsible for the content of any linked External Websites and do not make any representations regarding the content or accuracy of materials on such External Websites.

8. **INDEMNIFICATION.** You agree to defend, indemnify, and hold us, our owner, officers, directors, employees, successors, licensees, service providers and assignees harmless from and against any claims, actions, or demands including, without limitation, reasonable legal or accounting fees, arising or resulting from your breach of this Agreement or your access to, use, or misuse of the Lifesparq LLC Content, the Site or the Services. We shall provide notice to you of any such claim, suit or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

9. **INFRINGEMENT NOTIFICATION.** We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in any way that constitutes copyright infringement, please send notification of the claimed infringement to: Lifesparq LLC, P.O. Box 270166, Louisville, CO 80027. Notices of the claimed infringement should include the following information: (a) your name, address, telephone number and email address; (b) a description of the copyrighted work that you claim has been infringed; (c)

a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

10. COMPLIANCE WITH APPLICABLE LAWS. We control and operate the Site from our office in the United States of America. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

11. TERMINATION OF THE AGREEMENT. Subject to the terms of Service Agreement, if applicable, we reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to the Services and/or all or any part of the Site, at any time and for any reason without prior notice or liability.

12. MISCELLANEOUS. If any provisions of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to Lifesparq LLC," "No Warranties," "Indemnification," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provisions in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sub licensees.

(Last updated February 2017)