

Welcome to GTHR! The GTHR service is comprised of an App (hereinafter the “Service”) that allow you to use the Service, post information and read the posts of other members. The Service is provided by GTHR Sports, Inc., a Delaware corporation located in California , which will be referred to in these terms as "GTHR," “we,” or “the Company.”

These terms and conditions and the GTHR Service Privacy Policy (available) exclusively govern your use of the Service. BY CLICKING THE "CONTINUE" BUTTON WHEN IT IS PRESENTED TO YOU, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE PRIVACY POLICY (COLLECTIVELY THE “TERMS”), THAT YOU ACCEPT THE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT USE THE APP OR SERVICE.

### **WHO MAY USE THIS SERVICE?**

This Service is offered only to people who may legally agree to the Terms and who meet certain other criteria. You may use the Service only if (I) you are eighteen years of age or older, (II) you are legally responsible and can enter into binding contracts, (III) you are located in the United States or other geographies where GTHR offers the Service, (IV) you have never been convicted of or pled *nolo contendere* to a sexual offense or any other crime of violence, (V) you have never been terminated by GTHR from using thr Service, unless you have GTHR’s express written consent to create a new account and (VI) you agree that you will comply with all of our rules of conduct and Acceptable Use Policy. By opening an account, you represent and guarantee that you meet all of GTHR's conditions for opening an account.

### **CHANGES TO THE TERMS OF USE**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Service thereafter. Your continued use of the Service following the posting of revised Terms means that you accept and agree to the changes. While we will use reasonable efforts to notify you of any changes, you are expected to check the Terms from time to time so you are aware of any changes, as they are binding on you.

### **YOUR ACCOUNT**

When your register for and use the Service by downloading the App, GTHR grants you the right to use the GTHR App. This allows you the ability to post your own profile and information, read and review the posted information provided by others, post your interest and availability for cycling and other sports activities, post information related to such activities, send and receive messages to and from other users of the GTHR App, and otherwise use the different aspects of the Service as provided by GTHR.

## **CONDITIONS FOR ACCESS – INFORMATION**

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information ("Your Information" or "Information"). **You must not misrepresent yourself in any manner. All information that you provide must be correct, current, and complete.** Also, you understand and agree that all Information you provide to register with or use the Service, is governed by our Privacy Policy.

You consent to all actions we take with respect to Your Information consistent with our Privacy Policy. You can also create an account using your Facebook login details. If you do so, you authorize us to access Information from your profile. For more information about what Information we use and how we use it, please review our Privacy Policy. By providing GTHR with Your Information, you grant to GTHR a worldwide, perpetual, transferable, sub-licensable, royalty-free, non-exclusive right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, and distribute any of Your Information or anything that you post to the Service, including any information you authorize us to access from Facebook or other third-party source (if applicable), in whole or in part, and in any format or medium currently known or developed in the future.

## **CONDITIONS FOR ACCESS – PERSONAL USE AND SECURITY**

You will choose or be provided with a username, password, or certain other information ("User Information") as part of the registration or security procedures for the Service. **You must treat your User Information as confidential and you must not disclose it to any other person or entity.** You acknowledge that your account is personal to you and agree not to provide any other person with access to the Service using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

## **CONDITIONS FOR ACCESS – ACCEPTABLE USE POLICY**

To register for and use the GTHR Service you must strictly comply with the GTHR Acceptable Use Policy. GTHR may disable and/or terminate your account, with or without warning, at any time, if we believe that you have violated the Acceptable Use Policy.

The following rules govern your (and everybody's) use of the GTHR Service

You must

- treat other users in a respectful, ethical and courteous manner, and not bully, stalk, harass, defame or otherwise harm another person;
- comply with all laws and regulations applicable to your use of the Service (including but not limited to privacy laws);

And you must ***not***

- misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- abuse the Service or use it in a way that damages the Service, disrupts the delivery of the Service or prevents its use by others;
- solicit any other user's personal information for commercial or unlawful purposes or disseminate another person's personal information without his or her permission (or disclose any other information that you do not have the right to disclose);
- solicit money or other items of value from another user, whether as a gift, loan, or form of compensation, or use the Service to commit a fraud or other deceitful scheme;
- copy, modify, transmit, distribute, or create any derivative works from any user's or GTHR's content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without GTHR's prior written consent;
- express or imply that any statements you make are endorsed by GTHR;
- use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Service or its contents;
- upload viruses or other malicious code or otherwise compromise the security of our Service;
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Service, or cause others to do so;
- use or develop any third-party applications that interact with our Service or user information without our written consent;
- probe, scan or test the vulnerability of our Service; or
- encourage, promote, or agree to engage in any activity that violates this Policy.

In addition, IRIS prohibits the posting of any and all content that is:

- offensive, harassing, embarrassing, or annoying to any other user;

- obscene, pornographic, pedophilic, violent or degrading, or which contains nudity;
- abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- content that comprises, encourages, or facilitates any activity prohibited by law;
- defamatory, libelous, or untrue;
- promotes or relates to other commercial activities;
- involves the transmission of "junk" mail or "spam";
- infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness or a minor unaccompanied by the minor's parent or guardian;
- is inconsistent with the intended use of the Services; and/or
- may harm GTHR's reputation.

## **PURCHASES AND SUBSCRIPTIONS**

You may have the opportunity to buy a subscription to GTHR premium (an upgraded version of GTHR) from and after such time that such upgraded service is made available by GTHR. You may also have the opportunity to purchase certain GTHR products that may enhance your Service experience, and may from time to time be offered by GTHR. You may purchase a subscription to GTHR premium or a GTHR product (if and when we make those available to our users) through the following payment methods: (a) by paying through a Third-Party Store such as the Apple App Store, Google Play or any other mobile or web application platforms we authorize, or (b) by paying with your credit card, debit card, or PayPal account, which will be processed by our third-party payment processor.

Once you have selected your chosen service and/or product, you authorize us to charge you via your chosen payment method and your payment is non-refundable. GTHR premium subscriptions will automatically renew until you cancel.

Please note, some Third-Party Stores may charge you sales tax, depending on where you live. If you purchase GTHR premium subscription, your third-party service account will continue to be periodically charged for the subscription until you cancel. To cancel a subscription you purchased through a Third-Party Store, you must log in to your third-party service account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your GTHR account or deleted the GTHR mobile app from your device.

If you make a purchase through our Service using our third-party payment processor, please note our payment processor and your card issuer may perform validation checks on online transactions and we are not responsible if your card issuer declines to authorize payment for any reason. For your protection, our payment processor uses various fraud prevention protocols and industry standard verification systems to reduce fraud and you authorize it to verify and authenticate your payment information. If you purchase a GTHR premium subscription through our Service, our third-party payment processor will periodically charge your chosen payment method until you cancel your subscription. To cancel your subscription, please log into the Service and go to Your Account. You will be able to continue to use your cancelled GTHR premium subscription until the end of your subscription term, but it will not automatically renew thereafter.

For customers in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin who purchase GTHR premium subscriptions, you have a Right to Cancel. This means you may cancel your subscription, without penalty or obligation, any time prior to midnight of the third business day following the date you subscribed. Additionally, if you believe you have moved into a location outside our service area, you may cancel your subscription and receive a refund. If this applies to you and you wish to cancel your subscription, please contact our Customer Service team at the email address listed at the end of this agreement. If you purchased the subscription through a Third-Party Store, please contact their customer support teams for assistance instead.

For GTHR premium subscribers in North Carolina, you can review the North Carolina Buyer's Rights at the North Carolina Department of Justice website.

## **MONITORING AND ENFORCEMENT; TERMINATION**

We have the right to:

- Remove or refuse to post any user posting for any or no reason in our sole discretion.
- Take any action with respect to any user posting that we deem necessary or appropriate in our sole discretion, including if we believe that such user posting violates the Acceptable Use Policy, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, contains harassing, insulting or degrading materials, or could create liability for GTHR.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

- Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service. YOU WAIVE AND HOLD GTHR SPORTS, INC. AND ITS LICENSEES AND SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY GTHR OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY ANY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Service and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **SAFETY, SECURITY AND COURTESY**

**GTHR does not vet, endorse, check out or verify the background, intentions or character of any of its users. You should use common sense and reasonable safety and security precautions with regard to anyone you choose to contact or meet pursuant to the GTHR Service.** The information presented on or through the Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk.

GTHR DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. GTHR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY OR VERACITY OF USERS.

HOWEVER, GTHR RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE GTHR TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS CRIMINAL OFFENDER REGISTER AND DATABASE SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF GTHR DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE GTHR TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

Though GTHR strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions

with other users, particularly if you decide to communicate or participate with other GTHR users in sports or other social activities outside of the Service.

## **INTELLECTUAL PROPERTY RIGHTS**

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by GTHR, its licensors, or other providers of such material and are protected by United States and international statutory and common-law copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Service for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on or in our Service, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Service for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from the site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the site or app.

You must not access or use for any commercial purposes any part of the Service or any services or materials available through the Service.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Service in breach of the Terms of Use, your right to use the Service will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by

the Company. Any use of the Service not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **COPYRIGHT INFRINGEMENT**

If you believe that any materials posted on the Service violate your copyright, please see the below instructions on sending us a notice of copyright infringement. It is the policy of the Company to take action against infringers, up to and including termination of the user accounts of repeat infringers.

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), a notice of copyright infringement (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Service, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

### **[TO BE PROVIDED BY GTHR]**

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Service is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## **RELIANCE ON INFORMATION POSTED AND LINKS**

The Service may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by GTHR, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of GTHR. We are not responsible or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

If the Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **CHANGES TO THE SERVICE**

We may update the content on this Service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Service may be out of date at any given time, and we are under no obligation to update such material.

### **INFORMATION ABOUT YOU AND YOUR VISITS TO THE SERVICE**

All information we collect on this Service is subject to our Privacy Policy. By using the Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **DISCLAIMER OF WARRANTIES**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the App will be free of viruses, malicious content or other destructive code. You are responsible for implementing sufficient procedures and protections to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our App for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR MOBILE DEVICE, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE.**

YOUR USE OF THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DOES NOT PROVIDE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, SAFE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **LIMITATION ON LIABILITY**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **INDEMNIFICATION**

You agree to defend, indemnify, and hold GTHR, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including

reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Service, including, but not limited to, your User Information, any use of the Service's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Service.

## **GOVERNING LAW AND JURISDICTION**

All matters relating to the Service and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your state or country of residence or any other relevant state or country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **ARBITRATION**

At the Company's sole discretion, we may require you to submit any disputes arising from the use of these Terms of Use or the App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association ("AAA") applying California law.

By using 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 GTHR. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your's and GTHR's rights in connection with such claims will be determined by a single NEUTRAL ARBITRATOR mutually selected by the parties thereto or, if such parties cannot agree upon an arbitrator, by AAA in accordance with its Rules—NOT A JUDGE OR JURY—and the arbitrator shall determine all issues regarding the arbitrability of the dispute. 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 under extremely limited and exceptional circumstances.

## **LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **WAIVER AND SEVERABILITY**

No waiver by GTHR of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of GTHR to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **ENTIRE AGREEMENT**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and GTHR Sports, Inc. regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.

### **YOUR COMMENTS AND CONCERNS**

This Service is operated by GTHR Sports, Inc. at

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All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the App should be directed to [support@\\_\\_\\_\\_\\_](mailto:support@_____).com