

Universal Athletic Testing LLC. Terms of Service Agreement

INTRODUCTION

This Terms of Service agreement contains the complete terms and conditions that apply to your participation in www.universalathletictesting.com, UAT+ mobile applications, and any products of Universal Athletic Testing LLC.. This agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to this website, the content and computer programs provided by or through this website, and the subject matter of this agreement. If you wish to become a member of this website and communicate with other members, make purchases, and all other activities you will participate in on our website, please read these Terms of Service carefully before using our site and its services. By accessing this site or using any part of the site or any content or services hereof, you agree to become bound by these Terms of Service. If you do not agree to all the terms and conditions, then you may not access the site or use the content or any services in the site. Amendments to this agreement can be made and effected by us from time to time without specific notice on your end. Agreement posted on the site reflects the latest agreement and you should carefully review the same before you use our site.

ELIGIBILITY

This website, including its tools, applications and services are intended solely for access and use by individuals who are at least thirteen (13) years of age and above. Universal Athletic Testing LLC. shall not be held liable for the unauthorized use of its tools, applications and services on persons under the age of thirteen (13). The use of the tools, applications and services of Universal Athletic Testing LLC. by persons between the ages of thirteen (13) and eighteen (18) may be conducted only under the supervision of a parent and/or legal guardian who agrees to be bound by these Terms of Service. By agreeing to these Terms of Service, you warrant and represent that you are at least eighteen (18) years of age and with full authority, right and capacity to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service.

USE OF THE WEBSITE, APPLICATIONS & PROHIBITIONS

This site allows you to join social networks, gain friends, mingle with your loved ones, express your thoughts, make comments, have discussion, communicate with other members, advertise and shop online. You understand and agree, however, that you will use this site including its tools and services with full sense of responsibility and in a manner that is consistent with these terms and in such a way as to ensure compliance with all applicable laws and regulations. You agree that you will use the site and its services in compliance with all applicable local, state, national, and international laws,

rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence and all United States export control laws. You may view, download for collection purposes only, and print pages or other contents from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

(a) you must not use our websites, including its services and or tools if you are not able to form legally binding contracts, are under the age of thirteen (13), or are temporarily or indefinitely suspended from using our sites, services, or tools

(b) You should not post any blogs, items, messages, and or contents that are inappropriate and fails to observe sense of decency and or would offend other persons;

(c) You must not republish, sell, rent or sub-license any materials from this website including republication on another website;

(d) You must not collect and disclose information about users' personal information;

(e) You must not reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose

(f) You must not post false, inaccurate, misleading, defamatory, or libelous content;

(g) You must not take any action that may damage the rating system.

(h) You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

For you to complete purchase in our site, you must provide your full legal name, current address, a valid email address, and any other information needed in order to complete purchase process. You must qualify that you are thirteen (13) years of age or older and must be responsible for keeping your password secure and be responsible for all activities and contents that are uploaded under your account. You must not transmit any worms or viruses or any code of a destructive nature.

REGISTRATION / MEMBER ACCOUNT

As a condition of becoming a member of this website including the use of its tools, applications, mobile applications and services, you are required to register with the site and be required to provide password and user name. You must complete the full registration process and shall provide the website with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Service, which may result in immediate termination of your account.

You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the member account, member profile, username, or password of another member at any time. You agree to notify us immediately if you suspect any unauthorized use of your member account or member profile or access to your password. You are solely responsible for any and all use of your member account and member profile. You must not transmit any worms or viruses or any code of a destructive nature. Any information provided by you or gathered by the site or third parties during any visit to the site shall be subject to the terms of Universal Athletic

Testing LLC.'s Privacy Policy. In addition, you may not register for more than one member account, register for a member account on behalf of an individual other than yourself or register a member account on behalf of any group or entity. Furthermore, you may not use or attempt to use another member account without authorization from us or create a false identity on our services.

PAYMENTS AND PROCESSES OF INVOICES

Universal Athletic Testing LLC. has the sole discretion to provide the terms of payment. Unless otherwise agreed, payment must first be received by Universal Athletic Testing LLC. prior to the latter's acceptance of an order. Unless credit term has been agreed upon, payment for the products shall be made by credit card, PayPal or wire transfers. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. An order may be invoice separately. Universal Athletic Testing LLC. has all the discretion to cancel or deny orders. Universal Athletic Testing LLC. is not responsible for pricing, typographical, or other errors in any offer by Universal Athletic Testing LLC. and reserves the right to cancel any orders arising from such errors.

REFUND POLICY

We do not have to provide a refund if you have changed your mind about a particular purchase, so please choose carefully. If the goods are faulty, we will meet our obligations under the applicable laws.

RISK OF LOSS

All items purchased from our website are made pursuant to a shipment contract. The risk of loss and title for such items pass to you upon our delivery to the carrier.

PRODUCT PRICING AND DESCRIPTIONS

The list price displayed for products on our website represents the full retail price listed on the product itself, suggested by the manufacturer or supplier, or estimated in accordance with standard industry practice; or the estimated retail value for a comparably featured item offered elsewhere. The list price is a comparative price estimate and may or may not represent the prevailing price in every area on any particular day. For certain items that are offered as a set, the list price may represent "open-stock" prices, which mean the aggregate of the manufacturer's estimated or suggested retail price for each of the items included in the set. Where an item is offered for sale by one of our merchants, the list price may be provided by the merchant. In cases of mispriced in our catalogs in which the item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

We do not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered in our website is not as described, your sole remedy is to return it in unused condition.

MODIFICATION OF TERMS AND CONDITIONS

We may edit, delete or modify any of the Terms of Service contained in this agreement, at any time and in our sole discretion, by posting a notice or a new agreement on our site. YOUR CONTINUED PARTICIPATION IN OUR PROGRAM, VISIT AND SHOPPING IN OUR WEBSITE FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

LINKS & FRAMINGS

Illegal and/or unauthorized uses of the services, including unauthorized framing of or linking to the sites will be investigated, and appropriate legal action may be taken. Some links, however, are welcome to the site and you are allowed to establish hyperlink to appropriate part within the site provided that: (a) you post your link only within the forum, chat or message board section; (b) you do not remove or obscure any advertisements, copyright notices or other notices that are placed on the site; (c) the link does not state or imply any sponsorship or endorsement of your site and (d) you immediately stop providing any links to the site on written notice from us. However, you must check the copyright notice on the homepage to which you wish to link to make sure that one of our content providers does not have its own policies regarding direct links to their content on our sites.

CHAT ROOMS, FORUMS, COMMUNICATIONS AND OTHER MATERIALS POSTED BY YOU

You are responsible for the content of your communications, messages, posts, and its consequences. We reserves the right to terminate your registration if we become aware, at our sole discretion, that you are violating any of the guidelines set forth in this agreement and privacy policy. While we want to encourage an open exchange of information and ideas, yet, we do not review postings made in all chat rooms, forums and other public-posting areas on the site. You can expect these areas to include information and opinions from a variety of individuals and organizations other than us. We do not endorse or guarantee the accuracy, integrity or quality of any posting, regardless of whether the posting comes from a user, from a celebrity or "expert" guest, or from a member of our staff.

By participating in this site, you understand and agree not to post or transmit any material that, in our judgment, is defamatory, abusive, obscene, threatening or unlawful in any way, or any material that infringes on the rights of others or contains any virus or

other computer programming routine which may interfere with or damage the site or otherwise interrupt on the ability of others to use or enjoy the same. We reserve the right to delete, move or edit any postings that come to our attention that we consider unacceptable or inappropriate, whether for legal or for any other reason. Furthermore, we reserve the right to deny access to anyone who we believe, in our sole discretion, has in any way breached these terms or where we reasonably believe a user does not comply with any relevant age restrictions on the site.

WARRANTY DISCLAIMER AND EXCLUSIONS / LIMITATIONS OF LIABILITY

You represent and warrant that (a) all of the information provided by you to our website to participate in the service is correct and current; and (b) you have all necessary right, power and authority to enter into this agreement and to perform the acts required of you hereunder.

You hereby accept and agree that it is beyond our control, and no duty to take any action regarding: which users gain access to the site or use the services; what effects the content may have on you; how you may interpret or use the content; or what actions you may take as a result of having been exposed to the content. You release us from all liability for you having acquired or not acquired content through the site or the services. It should be noted that the site or services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. We make no representations concerning any content contained in or accessed through the site or services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the site or the services. THE SERVICE, CONTENT, PRODUCTS SOLD, AND SITE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. We may change, restrict access to, suspend or discontinue the site or any part of it at anytime. The information, content and services on the site are provided on an "as is" basis. When you use the site and or participate herein, you understand and agree that you participate at your own risk.

INTELLECTUAL PROPERTY RIGHTS

The web allows people throughout the world to share valuable information, ideas and creative works. To ensure continued open access to such materials, we all need to protect the rights of those who share their creations with us. Although we make the site freely accessible, we don't intend to give up our rights, or anyone else's rights, to the materials appearing on them. The materials available on the site shall remain the property of Universal Athletic Testing LLC. and/or its licensors, and are protected by copyright, trademark and other intellectual property laws. You acquire no proprietary

interest in any such rights. Furthermore, you may not remove or obscure the copyright notice or any other notices contained in the site or anything retrieved or downloaded from them.

You hereby acknowledge that all rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the site, and that you will not acquire any right, title, or interest in or to the site except as expressly set forth in this agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the program or proprietary information related thereto.

CONFIDENTIALITY

You agree not to disclose information you obtain from us and or from our clients, advertisers, suppliers and forum members. All information submitted to by an end-user customer pursuant to a program is proprietary information of Universal Athletic Testing LLC.. Such customer information is confidential and may not be disclosed. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

NON-ASSIGNMENT OF RIGHTS

Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this agreement, without liability to us. However, we may assign this agreement to any person at any time without notice.

WAIVER AND SEVERABILITY OF TERMS

Failure of Universal Athletic Testing LLC. to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that we may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect.

No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

In the event that any provision of these Terms of Service is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms of Service shall remain valid and enforceable according to its terms.

ENTIRE AGREEMENT

This agreement shall be governed by and construed in accordance with the substantive laws of Florida, without any reference to conflict-of-laws principles. The agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the site, the contents and materials provided by or through the site, and the subject matter of this agreement.

ARBITRATION CLAUSE

By agreeing to these Terms of Service, you agree that you are required to resolve any claim that you may have against Universal Athletic Testing LLC. on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against Universal Athletic Testing LLC., and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Universal Athletic Testing LLC. by someone else.

If there is any dispute, claim or controversy between the parties arising out of or relating to these Terms of Service, or the existence, breach, termination, enforcement, interpretation or validity thereof, the parties agree that such dispute, claim or controversy will be arbitrated in accordance with proceedings under American Arbitration Association (“AAA”) rules, and such arbitration will be final and binding upon both parties.

You acknowledge and agree that you are waiving your right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and Universal Athletic Testing LLC. otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated or representative proceeding. However, Universal Athletic Testing LLC. retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of their copyrights, trademarks, trade secrets, patents or other intellectual property rights.

All costs and expenses, including reasonable attorney’s fees and expert’s fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

MEMBERSHIP TERMINATION

This agreement will remain in full force and effect while you use this website. You may terminate your membership at any time for any reason by following the instructions on

the “TERMINATION OF ACCOUNT” in the settings options. We may terminate your membership for any reason at any time. If you are using a paid version of the service and we terminate your membership in the service because you have breached this agreement, you will not be entitled to any refund of unused subscription fees. Even after your membership is terminated, certain sections of this agreement will remain in effect.

MODIFICATIONS OF TERMS OF USE

Amendments to this agreement can be made and effected by us from time to time without specific notice to your end. Agreement posted on this site reflects the latest agreement and you should carefully review the same before you use our site.

MISCELLANEOUS

This agreement shall be governed by and construed in accordance with the substantive laws of Florida, without any reference to conflict-of-laws principles.

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of Florida, to the exclusion of any other courts without giving effect to its conflict of law’s provisions or your actual state or country of residence.

The entire agreement between the parties with respect to the subject matter hereof is embodied on this agreement and no other agreement relative hereto shall bind either party herein. Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this agreement, without liability to us. However, we may assign this agreement to any person at any time without notice. In the event that any provision of these Terms of Service are found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms of Service shall remain valid and enforceable according to its terms.

ACCEPTANCE OF TERMS

By using this site, you signify your acceptance of the Terms of Service. If you do not agree to the terms and conditions, please do not use our site. Your continued use of the site following the posting of changes to this policy will be deemed your acceptance of those changes.

CONTACT US

If you have any questions about the Terms of Service, the practices of this site, or your dealings with this site, please contact us at:

Universal Athletic Testing LLC.

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