



G4athlete
LIGHT YEARS

WEBSITE TERMS OF USE



Website Terms of Use

Welcome to the website for G4 Athlete, LLC (“we,” “us,” “G4”), a Washington state limited liability company. These Website Terms of Use apply to our website at g4athlete.com, including our blog, and your access to and use of any applications, services, content or links on it (collectively, the “Site”). You may use the Site subject to (a) the following notices, terms, and conditions and (b) our [Privacy Policy] (together, the “Terms”).

KIDS AND TEENS: If you are under the age of 18, please be sure to have your parent or legal guardian read our Terms; you need to have his or her (or their) permission to access and use our Site. It’s really important that you and they understand how we’re running this Site and how we want you to use it, to be sure everyone’s experience—including yours—is safe, fun and informative.

Please note that these Terms are a binding legal agreement between you, the individual accessing the Site (or your parent or legal guardian), and G4. By continuing to use the Site, you agree that your use of the Site constitutes your acceptance of and agreement to these Terms (including the Privacy Policy), on your own behalf, if you are 18 years or older, and on behalf of any legal minor using the Site for whom you are the legal guardian. If you do not agree to comply with the Terms, please do not access the Site.

1. No Medical Advice. We hope you’ll enjoy the great information we’re making available via the Site, but please remember we are not practicing medicine or health care by offering it. This Site does not provide medical advice or make any clinical diagnoses or opinions, nor provide recommendations for treatment, including physical therapy. It is not a substitute for seeing your physician or other health care practitioner. This is true whether the information is provided by us, or whether it is provided by other users on the Site commenting on our blog or other people not part of G4 providing content. (Please see Section 9 below “Third-Party Content” for more information about who may be providing content to the Site.) By using the Site, you acknowledge and agree that you will not rely on any information you learn on the Site for those purposes and that G4 will not have any liability or responsibility for the information available. If you believe you require medical services, including physical therapy for sports injuries, please contact your regular medical professionals.

2. No Doctor/Patient Privilege. Similarly, The Site is provided for information and education purposes only. Merely accessing and using the Site does not create any doctor/patient relationship between you and G4; content and information you provide will not be considered subject to doctor/patient privilege.

3. Privacy and Your Personal Information. Use of certain portions of the Site may require you to submit certain Personal Information; also, if you email us, we may store your emails, including your email address. For the purposes of these Terms, “**Personal Information**” means any information that by itself or in connection with other information we collect allows us or anyone to identify the user. Personal Information includes, without limitation, first names and last names,



telephone numbers, addresses, email addresses, social security numbers, payment card numbers, and drivers' license numbers. We will make it clear to you on the Site when and where we are collecting any Personal Information. Also, submission of your Personal Information is entirely voluntary and only required to use those particular portions of the Site that require registration or the creation of an account; we do not collect Personal Information if you are just accessing and viewing content on the Site. Please be sure to review our [Privacy Policy] which describes the types of information we collect and how we use it.

4. Privacy and Protection of Children and Teens. We take protection of the privacy of legal minors very, very seriously and in order to adhere to the Children's Online Privacy Protection Act ("**COPPA**") we will not knowingly collect any Personal Information from children under 13 or knowingly allow children under 13 to register for any portions of the Site requiring registration including, without limitation, commenting on our blog. If we learn that we have collected personal information from a child under 13 we will immediately remove the information from the Site. Also if you are under the age of 18, as we mentioned above, you must have your parent's or legal guardian's consent to access and use the Site.

5. Registration.

- a. Generally. As mentioned above, we may require you to register or submit certain Personal Information to access certain portions of the Site, including our blog. We may also require you to select a unique user name and password to access those portions of the Site requiring registration. If you choose to register for those portions of the Site, you agree you will: (i) provide us with accurate, current and complete information about you as may be requested by any signup, login and/or registration forms on the Site ("**Registration Data**"); (ii) maintain the security of your password and user name or other type of identification; and (iii) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete. Please remember that your Site log-in is valid for you only. Any identification code, username, password or any other piece of information provided to you by G4 as part of our security procedure must be treated by you as strictly confidential, and you must not disclose it to any third party (even within a network). We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. Finally, you are solely responsible for ensuring the confidentiality and use of the password and personally assume all the risks and liability relating thereto.
- b. Responsibility for Content. You agree that you are responsible for any content posted using your unique user name, identification code, password or other piece of information provided by us for your access to those portions of the Site that require it, even if it wasn't you who posted it. You agree you will contact us immediately if you believe your login information or any part of it has been compromised.

6. Cross-Border Data Transmission. G4 is headquartered in the United States of America ("**USA**") and all of our primary data storage and processing facilities are in that country. If you are accessing the Site from another country, please note that all data we collect will be transmitted outside of your country and into the USA, where it will reside and be processed. In addition, your data may pass through or be temporarily stored or processed in countries beyond your country and the USA. By continuing to access this Site, you explicitly consent to have your data so transmitted and stored. Please review our Privacy Policy to see what types of data we collect, transmit, process and store.



7. G4 Intellectual Property.

- a. Copyright Notice. Except for any content you post to the Site or email to us, ownership of which is discussed below, all content on the Site (including text, graphics, logos, icons, images, downloadable files, blog posts, and video clips) (the “**G4 Content**”) is the exclusive property of G4 or its content suppliers or partners and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of G4 and is also protected by U.S. and international copyright laws. The content on the Site may be used as a resource only. Any other use, including the copying, sale, modification, distribution, transmission, republication, display, or performance, of the G4 Content, or any other content on the Site, is strictly prohibited
- b. Trademarks. G4, G4 ATHLETE and the G4 logo are trademarks or registered trademarks of G4. All other trademarks mentioned on the Site are the property of their respective owners. The trademarks and logos displayed on this Site may not be used without the prior written consent of G4 or their respective owners.

8. User Generated Content. We hope you choose to read and comment to our blog if you are at least 13 years old and access and use any other portions of the Site which are designed to allow you to communicate with us and with other users of the Site. Please read the following terms carefully, as they apply to any comments, posts, emails, text, data, information, images, suggestions, recommendations or other communications submitted by you to G4, (collectively, “**User Content**”).

- a. Generally. You are solely responsible for your User Generated Content (including any liabilities) and, subject to these Terms, may be required to indemnify G4 from any claims arising or relating to such User Content. In addition, and except for any Personal Information, our use of which is governed by our Privacy Policy, you grant G4 a perpetual, irrevocable, fully-paid up, worldwide license to copy, modify, compile, alter, maintain, store, create derivative works from and otherwise use all your User Content for any purpose at any time, to be determined in G4’s sole discretion. You understand and agree that you are not entitled to any payment for G4’s use of your User Content in any form. You further agree to waive, to the maximum extent permitted by law, any and all right of attribution or any other “moral right” which may vest in your User Content. Finally, if you upload User Content to the Site, this will constitute your representation and warranty that you have the lawful right to distribute and reproduce your User Content
- b. Prohibited Content. To help make sure everyone on the Site can enjoy and learn from it, we’ve determined that some types of content are not acceptable. You agree not to post or submit any User Content that we consider Prohibited Content, which includes, without limitation, content that in our sole determination:
 - i. Has been posted by a person under the age of 13;
 - ii. Violates any laws, including copyright laws and laws concerning libel, slander and the right to privacy;
 - iii. Is abusive, deceptive, or obscene, or content that constitutes hate speech, defamation, pornography, or that is likely to be perceived as such;
 - iv. Misleads other users as to your identity or your association with any particular company, including G4;
 - v. Contains any Personal Information about a person besides yourself;



- vi. Contains viruses, worms, corrupt files, Trojan horses or other forms of corruptive code, or any other content which may compromise the Site or any portion thereof (collectively “**Corruptive Code**”);
- vii. Is spam, is machine- or randomly-generated, or contains unethical or unwanted commercial content, or that furthers unlawful acts (such as phishing) or misleads recipients as to the source of the material (such as spoofing);
- viii. Does not comply strictly with any carrier agreements and terms associated with your computer or other device you’re using to access the Site; or
- ix. Attempts to disrupt the Site.

c. Monitoring Content. Although G4 does not have the legal obligation to screen, examine or otherwise review User Content, we may do so from time to time to ensure compliance with these Terms or improve the Site. We want to maintain full and open discussions on the Site, but nonetheless we reserve the right to remove, move or edit any User Content at any time and for any reason or for no reason. We may, in our sole discretion, decide to prohibit other types of User Content as Prohibited Content without notice to you. Also, we are not responsible for backing up or storing any of your User Content; if you want to maintain copies of such User Content, you are responsible for doing so. Finally, and without limiting anything in these Terms, if we determine that you are repeatedly posting Prohibited Content, including User Content that infringes a third party’s copyright, we may suspend or permanently forbid your access to the Site or any portion thereof.

9. Third-Party Content and Links. We may, from time to time, post articles, videos or other content provided by guest authors, health care providers, coaches or other people and we may also allow advertisers and corporate partners to post content on the Site and provide links to sites and content of third parties (collectively the “**Third-Party Content**”) for those interested in this information. Certain advertisements may be targeted to you based on information you provide through use of the Site, queries made through the Site, or other information. Unless specifically indicated on the Site near the Third-Party Content, we do not control, endorse or adopt any Third-Party Content or the third-parties that provide it, and we make no representation or warranties of any kind regarding the Third-Party Content, including its accuracy. You acknowledge and agree that we are not responsible, and will not be held liable for, such Third-Party Content. Finally, if you choose to click on a third-party link to visit another website, you acknowledge and agree that the third-party who owns or operates the website’s terms of use and privacy policy, or similar policies—and not G4’s—will govern your use of that site.

10. Digital Millennium Copyright Act (“DMCA”) Copyright Infringement Notice. In operating the Site, we may act as a “services provider” (as defined in the DMCA) and offer services as an online provider of User Content and Third-Party Content. As a result, Third-Party Content that is not owned or controlled by us, including any User Content may, be transmitted, stored, accessed or otherwise made available using the Site. If you believe any content available via the Site, including our blog, infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA. We will respond expeditiously to remove or disable access to material we determine may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the applicable content. Our designated agent (the proper party for notice) to whom you should address infringement notices under the DMCA is Ruth Walters. While you are ultimately responsible for providing a properly formatted notice under the DMCA, and we advise you to read and follow the procedures therein, please make sure your notice to us contains, at a minimum, the following:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;



- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and email address;
- e. 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; and
- 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.

11. Indemnification. You agree to defend, indemnify and hold us, any underlying carrier or network provider and any of our affiliates, officers, directors, employees, and assigns harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of your use of the Site, including your submission of User Content, or your violation of these Terms. You further agree to pay our reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims hereunder and those incurred in establishing the applicability of this section.

12. Warranty Disclaimers and Waiver.

- a. Disclaimer of Warranties, Generally. THE SITE, AND ALL G4 CONTENT, THIRD-PARTY CONTENT AND OTHER MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN OR MADE AVAILABLE IN CONNECTION WITH THE SITE ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. G4 EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. G4 ALSO DISCLAIMS ANY WARRANTIES REGARDING THE ACCURACY, SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY, COMPATIBILITY AND PERFORMANCE OF THE SITE AND INFORMATION THEREON. G4 FURTHER DISCLAIMS ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH ANY CONTENT ON THE SITE. FINALLY, G4 DISCLAIMS ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR IN CONNECTION WITH THE SITE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE SITE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED ON THE SITE.
- b. Assumption of Risk. YOU AGREE THAT YOUR USE OF THE SITE AND ALL USER CONTENT OR OTHER INFORMATION YOU PROVIDE OR SUBMIT SHALL BE AT YOUR SOLE RISK.
- c. Additional Disclaimer of Warranties. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK. G4 DOES NOT WARRANT THAT THE SITE OR ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT DATA WILL NOT BE LOST OR THAT THE SITE OR THE SERVER THAT MAKES SUCH CONTENT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN SUCH EVENT, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT.



d. Waiver of Claims. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST G4, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WITH RESPECT TO OUR SITE AND ANY CONTENT ON THE SITE (INCLUDING USER CONTENT), AS WELL AS ANY CONTENT YOU PROVIDE TO THIRD PARTIES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION).

13. Limitation of Liability.

- a. Limitation of Liability. G4 WILL NOT BE LIABLE UNDER ANY THEORY OF LAW, FOR ANY AND ALL DAMAGES, CLAIMS, OR CAUSES (SUCH AS, BUT NOT LIMITED TO, PUNITIVE DAMAGES, BREACH OF CONTRACT DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA OR COSTS OF REPLACEMENT GOODS) ARISING OUT OF OR RELATING TO YOUR USE OR INABILITY TO USE THE SITE OR ANY G4 PRODUCT OR RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF G4 MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The exclusion of damages under THIS SECTION is independent of your exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract, (2) breach of warranty, (3) negligence, or (4) any other cause of action. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN ANY EVENT, G4's AGGREGATE LIABILITY SHALL NOT EXCEED \$1000.00
- b. Remedy. IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.
- c. Limitation of Liability Not Permitted. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

14. Governing Law, Jurisdiction and Venue. These Terms are governed by the laws of the State of Washington, United States, without giving effect to its conflicts of laws principles. You consent to accept these Terms under the applicable laws of the State of Washington, and agree that any disputes arising under these Terms will be subject to the courts of competent jurisdiction therein. Venue for any such disputes will be in the courts of King County, Washington and you agree that venue is convenient.

15. Changes. We reserve the right to make changes to the Site, these Terms and any other disclaimers, terms, or conditions on the Site at any time and without notice to you. Any such changes will be incorporated into these Terms and considered binding.

16. Questions. Please contact us at info@g4athlete.com if you have any questions about these Terms or any other legal guidelines, or if you believe that another user is violating any the Terms, including the posting of Prohibited Content.

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