

MySk8Coach Online Store Terms of Service

TERMS OF SERVICE

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MYSK8COACH, INC. (“MySk8Coach”) STATING THE TERMS THAT GOVERN YOUR USE OF THE MYSK8COACH ONLINE STORE SERVICE. THIS AGREEMENT, TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS, AND ALL OF MYSK8COACH RULES AND POLICIES REFERRED TO IN THIS AGREEMENT COLLECTIVELY CONSTITUTE THE “AGREEMENT” BETWEEN YOU AND MYSK8COACH. TO AGREE TO THESE TERMS, CLICK “AGREE.” IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “AGREE,” AND DO NOT USE THE SERVICE. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU; CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND MYSK8COACH MAY REFUSE ACCESS TO THE MYSK8COACH ONLINE STORE FOR NON-COMPLIANCE WITH ANY PART OF THIS AGREEMENT.

1. **Definition of the MySk8Coach Online Store Service.** MySk8Coach is the provider of the MySk8Coach Online Store (the “Service”) that permits you to purchase downloads of digital content such - as videos and sound recordings - under certain terms and conditions as set forth in this Agreement.
2. **Age requirements for use of the Service.** This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you must review these terms and conditions with your parent or legal guardian to make sure that you and your parent or legal guardian understand these terms and conditions and agree to be bound hereby.
3. **Objectionable Material.** You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and that MySk8Coach shall have no liability to you for content that may be found to be offensive, indecent, or objectionable. Content types (including categories and sub-categories and the like) and descriptions are provided for convenience, and you acknowledge and agree that MySk8Coach does not guarantee their accuracy.
4. **System Requirements.** Use of the Service requires a compatible device, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Service involves hardware, software, and Internet access, your ability to use the Service may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or

obtaining of any other product shall be construed to represent or guarantee you access to the Service.

5. Policies and Rules. Your use of the Service and purchases made through it are subject to the MySk8Coach Terms of Sale, which can be readily viewed on the Service, and any end-user agreements or other terms and conditions required for use of the Service, all of which are hereby made a part of this Agreement. If you have not already read MySk8Coach's Terms of Sale, you should do so now.
6. MySk8Coach's Privacy Policy. Except as otherwise expressly provided for in this Agreement, the Service is subject to Apple's Privacy Policy, which is expressly made a part of this Agreement. If you have not already read Apple's Privacy Policy, you should do so now.
7. Your Information. You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. MySk8Coach may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that MySk8Coach may store and use the Registration Data you provide (including payment card information) for use in maintaining your accounts and billing fees to your payment card.
8. User Account and Security.
 - a. Account and Password. As a registered user of the Service, you may receive or establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify MySk8Coach of any unauthorized use of your Account or any other breach of security. MySk8Coach shall not be responsible for any losses arising out of the unauthorized use of your Account that is not due to the negligence of MySk8Coach.
 - b. Security. You understand that the Service, and products purchased through the Service, such as videos, sound recordings, and related works ("Products"), may include a security framework using technology that protects digital information and limits your usage of Products to certain usage rules established by MySk8Coach and its licensors ("Usage Rules"). You agree to comply with such Usage Rules, as further outlined below, and you agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever. Usage Rules may be controlled and monitored by MySk8Coach for compliance purposes, and MySk8Coach reserves the

right to enforce the Usage Rules with or without notice to you. You will not access the Service by any means other than through the MySk8Coach Online Store that is provided through the MySk8Coach.com web site. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the web site in any manner or form, or to use modified versions of the web site, for any purposes including obtaining unauthorized access to the Service. Violations of system or network security may result in civil or criminal liability.

9. Purchase of MySk8Coach Content

- a. Products Requirements. You acknowledge that use of Products may require the use of other hardware and software products (e.g., the ability to make copies of Products on physical media and render performance of Products on authorized digital player devices), and that such hardware and software is your responsibility. Once a Product is purchased and you receive the Product, it is your responsibility not to lose, destroy, or damage the Product, and MySk8Coach shall be without liability to you in the event of any loss, destruction, or damage to Products that is not due to the negligence of MySk8Coach.
- b. Use of Products. You acknowledge that Products may contain security technology that limits your usage of Products to the following Usage Rules, and, whether or not Products are limited by security technology, you agree to use Products in compliance with the applicable Usage Rules.
 - (i) Your use of the Products is conditional upon your prior acceptance of the terms of this Agreement.
 - (ii) You shall be authorized to use the Products only for personal, non-commercial use, and not for redistribution, transfer, assignment or sublicense, to the extent permitted by law.
 - (iii) You shall not be entitled to burn Video Products.
 - (iv) You shall be entitled to export, burn (if applicable) or copy Products solely for personal, noncommercial use.
 - (v) You may not use Products as a musical "ringer" in connection with phone calls.
 - (vi) Any burning (if applicable) or exporting capabilities are solely an accommodation to you and shall not constitute a grant or waiver (or other limitation or implication) of any rights of the copyright owners in any audio or video content, sound recording, underlying intellectual property, or artwork embodied in any Product.
 - (vii) You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Service or used to administer the Usage Rules, or

interfere with, remove or alter any rights management information on the Products.

- (viii) The delivery of Products does not transfer to you any commercial or promotional use rights in the Products.
 - c. You agree that your purchase of Products constitutes your acceptance of and agreement to use such Products solely in accordance with the Usage Rules, and that any other use of the Products may constitute a copyright infringement. The security technology is an inseparable part of the Products. The Usage Rules shall govern your rights with respect to the Products, in addition to any other terms or rules that may have been established between you and another party. MySk8Coach reserves the right to modify the Usage Rules at any time.
 - d. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of MySk8Coach. Accordingly, in the event that MySk8Coach changes any part of the Service or discontinues the Service, which MySk8Coach may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that MySk8Coach shall have no liability to you in such case.
 - e. The Service may offer interactive features that allow you to, among other things, submit or post information, materials or links to third party content on areas of the Service accessible and viewable by other users of the Service and the public. You represent and agree that any use by you of such features, including any information, materials or links submitted or posted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable or in poor taste, and that you have obtained all necessary rights, licenses or clearances. You further agree to provide accurate and complete information in connection with your submission or posting of any information or materials on the Service. Moreover, you hereby grant MySk8Coach a worldwide, royalty-free, non-exclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you. MySk8Coach reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time in its sole discretion without liability. MySk8Coach has the right, but not the obligation, to monitor any information and materials submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that MySk8Coach in its sole discretion deems appropriate, including, without limitation, under Section 14 below.
10. Territory. The Service is currently available to you only in Canada and is not available in any other location. You agree not to use or attempt to use the Service from outside of the available territory, and that MySk8Coach may use technologies to verify your compliance.

11. Agreement to Pay.

- a. Payment for Products. You agree to pay for all Products you purchase through the Service, and that MySk8Coach may charge your payment card for any Products purchased, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING MySK8COACH WITH A VALID PAYMENT CARD FOR PAYMENT OF ALL FEES. All fees will be billed to the payment card you designate during the purchasing process.
- b. Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time.
- c. Electronic Signatures and Contracts. Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.
- d. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

12. Delivery of Products - Technical Problems. On occasion, technical problems may delay or prevent delivery of your Product. Your exclusive and sole remedy with respect to Product that is not delivered within a reasonable period will be either replacement of such Product, or refund of the purchase price paid for such Product, as determined by MySk8Coach.

13. Intellectual Property.

- a. Acknowledgement of Ownership. You agree that the Service, including but not limited to video clips, audio clips, editorial content, and graphics, contains proprietary information and material that is owned by MySk8Coach and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.
- b. Removal of MySk8Coach Content or Other Materials. Notwithstanding any other provision of this Agreement, MySk8Coach and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Service at

any time without notice. In no event will MySk8Coach be liable for the removal of or disabling of access to any such Products, content or materials under this Agreement. MySk8Coach may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

- c. Copyrights. All copyrights in and to the Service, including but not limited to, the MySk8Coach Online Store (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources), and software, are owned by MySk8Coach and/or its licensors. THE USE OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THESE TERMS OF SERVICE, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.
- d. Trademarks. MySk8Coach, the MySk8Coach logo, and other MySk8Coach trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of MySk8Coach, Inc. in the U.S., Canada and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

14. Termination.

- a. Termination by MySk8Coach. If you fail, or MySk8Coach suspects that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to make payment of fees due, failure to provide MySk8Coach with a valid payment card or with accurate and complete Registration Data, failure to safeguard your Account information, or violation of the Usage Rules or any license to the software, or infringement or violation of third parties' rights, MySk8Coach, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof).
- b. Termination of the Service. MySk8Coach reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and MySk8Coach will not be liable to you or to any third party should it exercise such rights.

15. General Compliance with Laws. The Service is controlled and operated by MySk8Coach from its offices in Canada. You agree to comply with all local, provincial and federal laws that apply to your use of the Service.

16. Enforcement of These Terms. MySk8Coach reserves the right to take steps MySk8Coach believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to

MySk8Coach's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights). You agree that MySk8Coach has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as MySk8Coach believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to MySk8Coach's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

17. No Responsibility for Third-Party Materials or websites. Certain content, Products, and services available via the Service may include materials from third parties. In addition, MySk8Coach may provide links to certain third party websites. You acknowledge and agree that MySk8Coach is not responsible for examining or evaluating the content or accuracy of any such third-party material or websites. MySk8Coach does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. Links to other websites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that MySk8Coach is not in any way responsible for any such use by you.

18. Disclaimer of Warranties; Liability Limitations.

- a. **MYSK8COACH WARRANTS THAT IT WILL PROVIDE THE SERVICE WITH REASONABLE CARE AND SKILL AND SUBSTANTIALLY IN ACCORDANCE WITH THIS AGREEMENT. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, CONDITIONS OR PROMISES ABOUT THE SERVICE, EXPRESSED OR IMPLIED, AND ALL SUCH WARRANTIES, CONDITIONS AND PROMISES ARE EXCLUDED TO THE FULL EXTENT PERMITTED BY LAW. WITHOUT LIMITATION TO THE FOREGOING:**
 - (i) **MYSK8COACH DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME MYSK8COACH MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU;**
 - (ii) **MYSK8COACH DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND**

MYSK8COACH DISCLAIMS ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PRODUCTS PURCHASED FROM THE MYK8COACH ONLINE STORE THAT ARE STORED IN YOUR SYSTEM.

- b. IN NO CASE SHALL MYK8COACH, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY MYK8COACH, ITS EMPLOYEES OR AGENTS WHERE:
 - (i) THERE IS NO BREACH OF A LEGAL DUTY OF CARE OWED TO YOU BY MYK8COACH OR BY ANY OF OUR EMPLOYEES OR AGENTS;
 - (ii) SUCH LOSS OR DAMAGE IS NOT A REASONABLY FORESEEABLE RESULT OF ANY SUCH BREACH;
 - (iii) ANY INCREASE IN LOSS OR DAMAGE RESULTS FROM BREACH BY YOU OF ANY TERM OF THIS AGREEMENT.

MYSK8COACH WILL NOT BE LIABLE FOR ANY LOSS OF INCOME, BUSINESS OR PROFITS, OR FOR ANY LOSS OR CORRUPTION OF DATA IN CONNECTION WITH YOUR USE OF THE SERVICE.

- c. MYK8COACH SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND MYK8COACH HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

19. Waiver and Indemnity. BY USING THE SERVICE, YOU AGREE TO INDEMNIFY AND HOLD MYK8COACH, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, OR ANY ACTION TAKEN BY MYK8COACH AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM MYK8COACH, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF MYK8COACH'S CONCLUSION THAT

A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

20. Changes. MySk8Coach reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately upon release and incorporated into this Agreement. Your continued use of the MySk8Coach Online Store will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.
21. Notices. MySk8Coach may send you notice with respect to the Service by sending an email message to the email address listed in your MySk8Coach Account contact information, by sending a letter via postal mail to the contact address listed in your MySk8Coach Account contact information, or by a posting on the MySk8Coach Online Store. Notices shall become effective immediately.
22. Governing Law. This Agreement and the use of the Service is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws rules.
23. Miscellaneous. This Agreement constitutes the entire agreement between you and MySk8Coach and governs your use of the Service, superseding any prior agreements between you and MySk8Coach. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third party content, or third party software. MySk8Coach's failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. MySk8Coach will not be responsible for failures to fulfill any obligations due to causes beyond its control.