

# **TERMS AND CONDITIONS OF USE**

## **INTRODUCTION**

This website is maintained by *Motivational Coaching And Training System, LLC* (“MOCATS”) to disseminate information to young athletes about youth/adolescent fitness training and physical exercise instruction which builds the muscular skeletal system (muscle, endurance, strength and flexibility), builds the cardio-respiratory system (heart and lungs), improves speed and agility, and improves body composition by increasing the weight of muscle and bone. Exercises on this website may include, but not be limited to, aerobic activities (ie: walking, running, jogging, sprinting, bicycle riding, group aerobic activities and overall full body movement drills). This site also includes calisthenics and resistive exercises, weight lifting, weight-bearing exercises and flexibility exercises to improve joint range and motion. The site also includes motivational messages, nutritional information, injury prevention information, as well as articles and written materials related to exercise, sports and health. Please feel free to browse and use the entire site. At the same time, remember that your access to the MOCATS website is subject to terms, conditions and notices (the “Terms”), as well as all applicable laws. By accessing and using the MOCATS website, you accept these Terms without limitation or qualification. MOCATS may, at any time, revise these Terms by updating this posting. You are bound by such revisions and should therefore visit this page to review the current Terms from time to time. MOCATS reserves the right, without notice and for any reason, to remove any content on this site, and to deny access of any user or users to all or any part of this site.

## **DOWNLOADING**

You may download written materials displayed on the MOCATS site for personal, non-commercial use ONLY. You must retain all copyright and other proprietary notices on downloaded and/or copied material. Any copy of material from the MOCATS site that you make and distribute for any purpose must also include our Terms. You may NOT distribute, modify, transmit, use or reuse any of the contents of the MOCATS website for any public or commercial purpose without the written consent of MOCATS, or any third party MOCATS deems necessary. Anything you download, including the information and any images incorporated into the site, is licensed to you by MOCATS for your personal, non-commercial use. Because MOCATS owns this site and its contents, and MOCATS can control access to it, you agree not to create any kind of hyperlink from any other site to the MOCATS site, unless you first obtain MOCATS’ written permission.

## **COPYRIGHTS**

You should assume everything on the MOCATS site is copyrighted, unless otherwise noted, and may not be used except as provided in the Terms or with the express written consent of MOCATS or any third party MOCATS deems necessary. MOCATS neither warrants nor represents that your use of the material displayed on the MOCATS site will not infringe rights of third parties. Images or videos of people or places displayed or shown on the MOCATS site are either the property of, or used with permission by, MOCATS. Use of these images by you or other third parties is prohibited unless expressly permitted in the Terms or elsewhere on the MOCATS site. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes.

## **TRADEMARKS**

The trademark(s), logo(s), and any service marks (the “Trademarks”) displayed on the MOCATS site are the property of MOCATS and other parties and may be registered and unregistered Trademarks of MOCATS and/or others. Nothing contained on the MOCATS site should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any Trademark displayed on the MOCATS site without the written permission of MOCATS or such third party that may own the Trademark. Misuse of any Trademarks, or any other content displayed on the MOCATS site, is prohibited. MOCATS reserves the right to enforce its intellectual property rights through civil and criminal proceedings.

## **SUBMISSIONS**

Apart from your personally identifiable information addressed in the Privacy Policy, any and all communications or materials you or anyone from your household/family sends to the MOCATS site, electronically or otherwise, including but not limited to questions, comments, data, suggestions, or submissions, are and will be treated as non-confidential and non-proprietary. Anything you send to the MOCATS site may be used by MOCATS for any purpose including but not limited to reproduction, transmission, disclosure, publication, broadcast, and posting. By submitting material to MOCATS.com, you irrevocably transfer and assign to MOCATS, and forever waive and agree never to assert any copyrights, moral rights or other rights that you may have in such material. MOCATS is free to use, without obligation of any kind, any ideas, concepts, techniques, or know-how contained in any communication you send to the MOCATS site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services. By using this site, you may submit, or MOCATS may gather, certain limited information about you and your usage of the site. Subject to the terms of the Privacy Policy, MOCATS is free to use such information for any purpose it deems appropriate.

## **NO WARRANTIES**

There is no warranty that any information or service provided or referenced by this website is either merchantable or accurate, or that such information or service does not infringe on any third party rights. Except for any express warranties stated on this site, if any, the information and services provided or referenced on this site are provided “as is” and with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with the user(s). MOCATS will periodically add, change, or improve any of the information, products, services, programs and technology described on the MOCATS site, without notice. MOCATS will employ reasonable efforts to include accurate and up-to-date information on the MOCATS site, but MOCATS makes no warranties or representations as to its accuracy. MOCATS assumes no liability or responsibility for any errors or omissions in the content of the MOCATS website. In fact, your use of the MOCATS website is at your own risk. Neither MOCATS nor any other party involved in creating, producing, or delivering the MOCATS website, is liable for any direct, indirect, incidental, consequential, or punitive damages arising out of you or your family’s access to, or use of, the MOCATS site. MOCATS, for example, assumes no responsibility for, and will not be liable for, any damages from any viruses which may affect your computer equipment or other property on account of your access to, use of, or downloading from, the MOCATS website.

**To Note:** Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice, or other content.

## **NO LIABILITY**

The information, instructions, products, and services published on this website may inadvertently include inaccuracies or typographical errors. Changes and updates are made on a regular basis and added to the information contained on the website. MOCATS may make improvements and/or changes in the MOCATS site at any time. MOCATS and/or its respective suppliers (where applicable) make no representations about the suitability of the information, products, and services contained on this website for any purpose. In no event shall MOCATS, and/or its suppliers, be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of the MOCATS site or with the delay or inability to use the MOCATS site, or for any information, products, and services obtained through the MOCATS site, or otherwise arising out of the use of this website, whether based on contract, tort, strict liability, or otherwise, even if MOCATS or any of its suppliers have been advised of the possibility of damages.

**To Note:** Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice, or other content.

## **USERS UNDER 18 YEARS OLD**

To purchase a MOCATS membership and authorize access to the website for a minor(s), you must be the parent or legal guardian of the minor(s)/child/children and/or family member(s) listed as users of the MOCATS website. You must be at least 18 years old to purchase a membership on the MOCATS website. Anyone under the age of 18 must have a parent or legal guardian register for their use of the MOCATS website. Only those registered by an adult parent or legal guardian under the MOCATS youth athlete member section are authorized to use the website.

## **USER INFORMATION**

You are required to register to use or access the MOCATS Site or Service, during which time you will be asked to complete the registration form, which includes your email address, a user name(s) and password(s). If you provide any information that is untrue, inaccurate or incomplete, or if MOCATS has reasonable grounds to suspect that the information is untrue, inaccurate or incomplete, MOCATS may decide to suspend or terminate your membership and access to the Site and Services.

## **ACCESS TO MOCATS MEMBER AREA**

Access to and use of member-only, password-protected areas of the MOCATS website is restricted to members of MOCATS and authorized users only. Unauthorized individuals or companies attempting to access these areas of the MOCATS site may be subject to prosecution. You may use your browser's "BACK" button to return to the previous page.

The automatic login function is designed for the user's convenience and will result in a cookie being written to the PC in use at the time. A cookie is a small text file, which will store an encrypted version of a visitor's User ID and Password. The cookie will not be used for tracking or advertising purposes.

**To Note:** Saving a cookie to a PC other than the one you normally use is not recommended. Enabling the auto-login function allows subsequent users to have access to your account information.

## **PAYMENT OBLIGATIONS**

**Attention credit card purchasers:** BY LAW, the primary cardholder or checking account holder is held responsible for all purchases made using his/her credit card or bank account. Any purchase made using your credit card or bank account will be assumed to be approved and authorized by you. Please keep your credit card or bank account information safe, and monitor the use of your credit card or bank account carefully. **You are responsible for all additional users of your credit card or bank account, including but not limited to your children.** Continued use of the MOCATS website constitutes your agreement to this condition. If we do not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon our demand. Your credit card issuer agreement governs your use of your designated credit card in connection with the Service, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder.

**The minimum commitment** to participate in the MOCATS website is for one (1) year, or twelve (12) months, with an open-end continuous membership, which states that you, the parent or legal guardian of the MOCATS member, are obligated to pay the entire one year membership fee. You may cancel your account anytime during the first year, but you will be committed to the annual fee, nonetheless. You may cancel your account after the initial 12-month required membership period of time has elapsed, and a written notice of cancellation is received from you, by MOCATS. However, your written notice of cancellation must be received thirty days prior to the next withdrawal date for the monthly membership fee.

You may pay on a monthly basis, however, if you are paying monthly you have still made a one year commitment and your credit card or bank account will be charged monthly on an automatic recurring basis for a period of one year. You have made a commitment to a one-year membership and are obligated to pay for a one (1) year membership, even if you terminate your membership during that period. Other fees and penalties may apply if you cancel before the term of the agreement.

ALL memberships are automatically renewed annually unless canceled in writing 30 days prior to the next withdrawal date for the monthly membership fee.

If you are paying on an annual basis you receive one month free, however, you will be charged annually on a recurring basis unless you cancel your membership in writing 30 days prior to the next withdrawal date for the annual or monthly membership fee.

## **LINKS**

MOCATS will not have many links on its website, however, MOCATS has not and will not review all/any of those sites to which we are or will be linked, and any existence of such links does not indicate our approval or endorsement of any material contained on any linked site. MOCATS is not responsible for the contents of any site linked to the MOCATS site; your connection to any such linked site is at your own risk.

## **MISCELLANEOUS**

The MOCATS website is controlled and operated by MOCATS, LLC from its office(s) in the State of Florida. MOCATS makes no representation that any of the materials or the services to which you have been given access, are available or appropriate for use in other locations. Your use of or access to the MOCATS site should not be construed as MOCATS purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than Florida.

## **PRIVACY POLICY**

The MOCATS company respects your privacy and permits you to control the treatment of your personally identifiable information. A complete statement of the MOCATS current privacy policy can be found at the bottom of every page on the website under Privacy Policy. The MOCATS Privacy Policy is expressly incorporated into this Agreement by this reference. Additionally on the issue of privacy, you hereby acknowledge that MOCATS has the right to obtain certain identification information about your computer and its operating system, including IP addresses and information contained in your personal Flash data storage files for identification purposes without any further notice to you.

## **PASSWORD SECURITY**

You are responsible for maintaining the confidentiality of your Password and you will be held responsible for all uses of your Password, whether or not authorized by you. The security of your account is your responsibility. MOCATS is not responsible in the event that your account is “hacked”, or if your computer is damaged by a virus, or for any other issues with your computer or your account. You agree to notify MOCATS immediately on any unauthorized use of your account, user name, or password. If you report your account stolen, hacked, or in anyway compromised, MOCATS will suspend the account while the matter is investigated. After the investigation, MOCATS will determine the appropriate course of action. MOCATS will not be liable for any loss or changes in your account that you incur as a result of someone else using your username and/or password, either with or without your knowledge. You may be held liable for any losses incurred by MOCATS, its affiliates, officers, directors, employees, consultants, agents, and/or representatives, due to someone else’s use of your account or password. Use of the MOCATS site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including but without limitation, this paragraph. Any failure by MOCATS to enforce any of its rights under the Terms or applicable laws shall not constitute a waiver of such right. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, you, MOCATS, and the court shall endeavor to give effect to the intent reflected in that provision and the remaining Terms provisions shall retain their full force and effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and MOCATS as a result of this agreement or use of the MOCATS site. MOCATS’ performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MOCATS’ right to comply with law enforcement requests or requirements relating to your use of the MOCATS site or information provided or gathered by MOCATS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect. This agreement constitutes the entire agreement between the user and MOCATS with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MOCATS with respect to this website. A printed version of this agreement, and of any notice given in electronic form, shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and record originally generated and maintained in printed form. Any rights not expressly granted herein are reserved.

**NOTE: IT IS YOUR RESPONSIBILITY TO LOOK OVER AND READ THOROUGHLY THE MOCATS PRIVACY POLICY.**