

EVO SWIM SCHOOL LLC TERMS OF USE

Welcome to the **Evo Swim School, LLC** (“we” or “our” or “us”) website (the “Site”). We are a proud affiliate of Rocket Youth Brands LLC, a national partner committed to providing administrative support, resources, and tools to grow businesses dedicated to nurturing the potential of the next generation. As a Rocket Youth partner, we join an emerging leader in youth sports and enrichment platforms.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING OUR SITE, YOU INDICATE THAT YOU ACCEPT THESE TERMS OF USE AND THAT YOU AGREE TO ABIDE BY THEM. IN ADDITION TO THESE TERMS OF USE, OUR SITE IS GOVERNED BY THE ROCKET YOUTH BRAND TERMS OF USE AVAILABLE [HERE](#), AND BY USING OUR SITE, YOU ARE ALSO AGREEING TO THE ROCKET YOUTH BRAND TERMS OF USE. THE ROCKET YOUTH BRAND TERMS OF USE WILL GOVERN IN THE EVENT OF ANY CONFLICT IN OUR RESPECTIVE TERMS OF USE. THIS IS A LEGAL DOCUMENT THAT EXPLAINS YOUR RIGHTS AND OBLIGATIONS RELATED TO YOUR USE OF OUR AND ROCKET YOUTH BRAND’S ACTIVITIES.

THESE TERMS OF USE CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION. IF YOU ACCEPT THESE TERMS OF USE, YOU AND WE AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION. THIS MEANS YOU AND WE ARE GIVING UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION, AND TO HAVE DISPUTES BETWEEN US RESOLVED BY A JUDGE OR JURY.

These Terms of Use apply to all visitors to our Site (“you” or “your”) and explain what you can and cannot do when using the Site. Participants in our youth sports, fitness and organizations (collectively the “Activities”) also agree to the terms and conditions of those activities, certain of which are set forth in these Terms of Use and others are available at the locations of specific Activities, or at such other links or locations as specified by us. These Terms of Use also govern your use of other partner websites that are owned or controlled by Rocket Youth Brands (“RYB Websites”) and participation in the Activities. The Site, RYB Websites, and the Activities are collectively referred to as the “Services.” These Terms of Use apply to all users of the Services and govern your use of the Services as well as the products and Activities that are offered by us, including those offered on or through the Services. These Terms of Use incorporate and include legal terms.

You must be an adult in the jurisdiction where you live to accept these Terms of Use. If you are under 18 years old, your parent or legal guardian must accept it. By accepting these Terms of Use, you represent that you are an adult executing this agreement for yourself and/or for your minor child(ren) whom you are allowing to participate in the Activities. Please read the section below titled “Eligibility and Persons Under 18 Years of Age.” All references to “participant,” “you,” “your,” and similar references means both the participant and, if the participant is a minor under 18 years old, the participant’s parent or legal guardian.

If you participate in Activities at or through our facilities you may be required you to execute additional agreements, documents, waivers, or releases. You acknowledge that the terms, conditions, and provisions of any such additional items only supplement (and do not modify or vary) these Terms of Use. In the event of any conflict (as determined by us in our sole discretion) between these Terms of Use and such documents, these Terms of Use shall

control. By accessing or using the Services and/or engaging in any Activities, you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Services or participate or allow your minor child to participate in the Activities.

You do not have to provide any information to us in order to use our Site; however, you must comply with these Terms of Use and the Rocket Youth Brand Terms of Use. You may have the ability to contact us for additional information or to register for Activities and events, or link to third party sites to register for Activities and events in which event, you may be asked to provide personal information such as your name, and/or the name of your minor child, an email address, and phone number. Any personal information you provide to us about yourself, or your minor child is optional. If you choose to submit personal information to us, the terms of the Rocket Youth Brands LLC Consumer Privacy Notice (the “**Privacy Notice**”) available for download at <https://rocketyouth.com/> will apply. By agreeing to these Terms of Use, you agree to the terms of our Privacy Notice. If you provide personal information to third parties via links from our Site, the third-party privacy policies will apply.

If you sign up to use special features of the Services, such as text programs, you may be asked to agree to special terms governing your use of the special feature (“**Additional Terms**”). In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” If any of the terms of the Additional Terms are different from the terms of these Terms of Use, the terms of the Additional Terms will supplement or amend these Terms of Use, but only with respect to the matters governed by the Additional Terms.

We may at times require that you register and/or set up an account to access or use the Services. The decision to provide the information necessary to create an account is purely voluntary, however, please be advised that if you elect not to provide the required information, you may not be able to access or use certain materials or features of the Services. When you provide information to us, you agree to provide only true, accurate, current, and complete information and to update it as necessary to maintain its truth and accuracy.

With respect to any registration or account-creation feature you use, you agree to: (a) create only one account (except that if you are the parent or legal guardian of a minor under 18 years old, you may create an account for yourself and an account for your child); (b) provide accurate, truthful, current, and complete information when creating your account; (c) maintain and promptly update your account information; (d) help maintain the security of your account by not sharing your user name or password with others and by restricting access to your account and the device(s) from which you access your account; and (e) promptly notify us if you discover or otherwise suspect any security breaches relating to the Services. Your username and password are for your personal use only. If you use the Services, you may not authorize others to use your registration information or account, and you are responsible for your use and disclosure of the same.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES AND CHARGES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE HEREBY DISCLAIM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT.

The Services may allow you to register for Activities or purchase certain products. Some situations may result in your registration or order being canceled. These include but are not limited to, limitations on the number of individuals participating in specific Activities; inaccuracies or errors in pricing information; restrictions mandated by local, national, or international regulations; and problems identified by our credit and fraud avoidance group. We may also require additional verifications or information before accepting registrations or any order.

For the avoidance of doubt, we reserve the right, at our sole discretion, to limit quantities, and the right at any time to reject, correct, cancel, or terminate any registration or order for any reason whatsoever. We will contact you if all or any portion of your registration or order is canceled or if additional information is required to accept your order. If your order is canceled after your payment method has been charged, we will issue a credit to you in the amount of the charge.

Although we will endeavor to provide you with the most accurate information regarding our Activities, pricing or typographical errors may occur. In the event of incorrect pricing due to an error, we reserve the right to correct or cancel an order at any time, and/or edit an order to reflect the correction, and/or correct the error on the Services. Subject to applicable laws, we may amend the Services, as well as Activities listed through the Services, and/or the amounts that we charge for same at any time, without prior notice. The prices displayed on the Site are quoted in U.S. dollars only. Fees do not include any applicable taxes, shipping or governmental charges, and you shall be responsible for, and shall promptly pay, same.

Our Site provides information about our Activities, events, and Services. We may also display employment opportunities from time to time. If you are interested in applying for an employment opportunity and joining our team, you may be able to submit your candidacy credentials and application through our Site. Please note that information that you submit in connection with an employment opportunity may contain personal information and will be subject to the terms of our Privacy Notice.

User Generated Content

Our Site may include features that allow users to post content and materials to public posting areas of the Site. Responsibility for what is posted in public areas of our Site lies with each user – you alone are responsible for the material you post or otherwise make available in public areas of our Site. You alone are responsible for assessing the credibility of other user postings. We do not control the material that you or others may post or otherwise make available, and you understand that we have no obligation to monitor any such material or to edit or delete it. However, we reserve the right to do so. We are not a publisher of user

posts, and we are not responsible for their accuracy or legality. If you submit or post any materials or content to this Site, you grant us and our affiliates a royalty free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use such materials and content, including alterations thereof, for any purpose, in any form, in any media, and via any technology we choose, whether it exists now or is created in the future. You represent that any materials and content posted or otherwise submitted by you to the Site is original to you and that you have the right to grant us these rights.

Linking Policy

Our Site contains links to certain websites owned or controlled by our customers or other third parties (each a “**Third Party Site**”). You may visit a Third Party Site by clicking on hyperlinks on our Site. Certain third parties may have their own terms and conditions governing use of their own Third Party Site, and those terms apply solely to that Third Party Site. We have not reviewed the content on any Third Party Site, we have no control over the content displayed on any Third Party Site, and we accept no responsibility for the content displayed on any Third Party Site. We do not endorse or make any warranties or representations about any Third Party Site, or any products or services offered by any third parties through their Third Party Site. If you decide to access any Third Party Site linked to our Site or purchase any products or services from any third parties, you do this entirely at your own risk. We do not control the means by which your personal information is collected through a Third Party Site, or the software used to collect it, nor do we control the security implemented by the third party that controls any Third Party Site. All Third Party Sites are operated independently from us. You understand and agree that, when you click a link to any Third Party Site, our Privacy Notice and the practices that we follow under our Privacy Notice will cease to apply. Rather, the privacy policy offered by the Third Party Site will apply to the personal information collected through that Third Party Site. We encourage you to review the privacy policies listed on every Third Party Site that you visit.

We are not responsible for the content, accuracy, or opinions expressed on any Third Party Site or for the privacy practices of any third party. We will not, and are under no obligation to, investigate, monitor or check any Third Party Site for accuracy or completeness, or for any obscene, scandalous, inflammatory, pornographic, indecent, profane, defamatory or unlawful content or materials. Inclusion of any link to a Third Party Site does not imply approval or endorsement of the Third Party Site.

These Terms of Use May Change

We reserve the right to modify or add to these Terms of Use at any time, effective as of the posting of the new terms or a later date as may be specified in the new terms. You agree that we may notify you of the new terms by making them available via the Services, and that your use of the Services after the effective date of the new terms (or engaging in Activities) constitutes your agreement to the new terms. We therefore encourage you to review these Terms of Use every time you use the Services. We may also provide notice to you of any update to these Terms of Use in other ways in our discretion, such as through contact information you have provided, all in accordance with applicable laws and our Privacy Notice.

Eligibility and Persons Under 18 Years of Age

By using the Site and RYB Services, you represent that you (a) are at least eighteen (18) years of age or the age of majority in your place of residence, or at least thirteen (13) years of age and under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use, and (b) are a U.S. resident not located in a country that is subject to a U.S. government embargo, and/or have not been listed on any U.S. government list of prohibited or restricted parties. In addition, you agree to abide by all applicable local, state, national, and international laws, and regulations with respect to your use of the Services and agree not to interfere with the use and enjoyment of the Services by other users, and our operation or management of the Services.

Children Under the Age of 13

While we recognize that minor children may attend events and participate in Activities at our facilities, our Site and online Service offerings are informational in nature and are provided for and targeted to adults. Our Site and online Service offerings are not intended to be used by children under 13 years of age. We do not knowingly collect personal information from children under the age of 13 through our Site or online Service offerings. If you believe we have collected personal information from a child under 13 through our Site or online Service offerings without the express permission of their parent or legal guardian, please contact us at the email set forth in Rocket Youth Brands Privacy Notice available for download at <https://rocketyouth.com>. If we have stored any such personal information in our database, we will delete it as soon as reasonably practicable after receiving notice.

Your Compliance with Laws

Use of the Services is unauthorized in any jurisdiction where all or any portion of the Services may violate any legal requirements, and you agree not to access the Services in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of these Terms of Use is at your own risk.

Your Compliance with Rules and Directions

By participating in Activities, you agree to observe or cause your minor child to observe, as applicable, all rules and directions of us at the locations (in person, online or otherwise) at which Activities take place (“**Rules**”). We reserve the right to take any action that we deem appropriate in the exercise of our discretion, including but not limited to suspension or termination of your privilege to participate in Activities for violation of our Rules and directions.

Ownership and Intellectual Property Rights

Our Site displays our name and logo, informational content, text, graphics and images (“**Our Content**”), and also includes the names, logos, and information, text, graphics and images of some of our partners (“**Partner Content**”). We are the sole owner of Our Content and all intellectual property rights associated with Our Content. Our partners are the sole owners of their Partner Content and all intellectual property rights associated with their Partner Content. Our Content and the Partner Content (collectively, “**Site Content**”) are protected by United States and international copyright, trademark, and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way our name or logo, Site Content, or any underlying software or source code.

You may print one copy and download extracts of any Site Content for your personal reference, but you may not use, display, or distribute any of our Site Content for commercial profit or commercial exploitation. You must not modify the paper or digital copies of any Site Content that you have printed or downloaded, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. All copies of Site Content must display all original copyright and other proprietary notices.

Changes; Discontinuance of Site

We endeavor to regularly update our Site and the Site Content, but we are under no obligation to do so. The look, structure, functionality, and Site Content may be changed from time to time. We may suspend your access to the Site or portions of the Site, and we may discontinue the Site entirely at any time as we deem necessary in our sole and absolute discretion.

Prohibited Uses

You may use our Site and Site Content only for lawful purposes. You may not use our Site or Site Content:

- in any way that breaches any applicable law or regulations;
- in any way that is unlawful or fraudulent, or has unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm any individual in any way;
- to use or re-use any Site Content in violation of these Terms of Use;
- to cause us liability;
- to introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- in any way that interferes with, damages, or disrupts any part of our Site, any equipment or network on which our Site is stored, any software used in the provision of our Site, or any equipment or network or software of any third party.

Remedies

You recognize that your breach of our ownership and intellectual property rights, and such other material terms set forth in these Terms of Use may cause us to suffer irreparable harm and damages. Accordingly, in the event of such breaches, you acknowledge and agree that we will be entitled to seek injunctive relief and all other available equitable remedies and legal damages as may be granted by a court of competent jurisdiction.

Warranty Disclaimers

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. YOUR USE OF THE SITE AND SITE CONTENT IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONALITY OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE SITE CONTENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, LOSS OF DATA, COMPUTER VIRUSES, TECHNICAL, HARDWARE OR SOFTWARE FAILURES, OR LOST OR UNAVAILABLE NETWORK CONNECTIONS, ARISING FROM YOUR USE OR INABILITY TO USE THE SITE OR SITE CONTENT OR PARTICIPATION IN ACTIVITIES WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL FOUNDATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND ACTIVITIES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR HEREIN.

Communications

By providing us your telephone number, including your mobile telephone number, you authorize us to contact you at the number you provided regarding your participation in Activities, including but not limited to cancellations, waitlist changes, and updates to your billing information. You agree we may contact you by telephone call or text message, using an automatic telephone dialing system and/or a prerecorded message. You agree that we may monitor or record any conversation or other communication with you.

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

You understand that participation in the Activities includes, without limitation, strenuous physical and mental activities and exercises, participating in the Activities with other participants, contact with unidentified and unfamiliar persons, participating in the Activities in new and unfamiliar places and manners, exposure to risks in the areas in which the Activities are conducted, and potential exposure to communicable diseases. You fully understand that the Activities can be HAZARDOUS, and involve known risks and unanticipated risks which could result in BODILY OR MENTAL INJURY, ILLNESS, DEATH, DAMAGE OR LOSS to yourself, your minor child, your property, and to other third parties

and their property, which may be caused by your own actions or inactions, those of others participating in the Activities, the locations, places and/or facilities at, on or in which the Activities take place, the conditions at, on and in which the Activities take place (including equipment, ventilation and surfacing for the Activities), or the negligence or misconduct of any of the “**Releasees**” named below; and you fully accept and ASSUME ALL SUCH RISKS and all responsibility for losses, costs, and damages you or any third parties incur as a result of your or your minor child’s participation in the Activities, including property theft. You represent that you understand the nature of the Activities. You further represent that you are participating in the Activities voluntarily, and that you or your minor child are in good health, physically and mentally fit and otherwise prepared and able to participate in the Activities. You agree that you will discontinue participation in the Activities if you believe at any time you or your minor child’s participation poses a threat to yourself or any third party. If you or your minor child has any injury or condition that potentially affects your participation in the Activities, you will consult with your physician or other applicable provider regarding your participation, and follow all applicable provider instructions, which is your sole responsibility.

You, on behalf of yourself and anyone who obtains any rights from or through you, hereby forever and irrevocably release and discharge us and Rocket Youth Brands; the owners, lessors, lessees and any other individual or entity with any interest in the locations, places and/or buildings and facilities at, on or in which the Activities take place; any individuals or entities involved in any capacity with the Activities (including, without limitation, any technology applications and platforms facilitating the Activities in any manner); any sponsors, advertisers or promoters of any of the foregoing; any of the respective parents, subsidiaries, affiliates, partners, members, owners, agents, contractors, subcontractors, administrators, licensees, designees, insurers, personal and legal representatives, successors and assigns of each of the foregoing; other participants in the Activities; and any director, officer, member, manager, partner, volunteer, employee, representative or agent of any of the foregoing (each a “**Releasee**” herein) from any and all liabilities, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys’ fees and costs) (collectively, “**Losses**”) arising out of or in any way related to your participation in or attendance at the Activities; your attendance at the locations, places and/or buildings and facilities at, on or in which the Activities take place; or any first aid, treatment or any like service rendered in connection with the Activities, including, but not limited to, Losses (including, without limitation, Losses from BODILY OR MENTAL INJURY, ILLNESS OR DEATH) caused or alleged to be caused in whole or in part by (i) any Releasee’s negligence, gross negligence, misconduct or otherwise, including negligent rescue operations; (ii) any claim, action, suit or demand brought by any third party against any Releasee by reason of or in connection with your participation in or attendance at the Activities, or your attendance at the locations, places and/or buildings at, on or in which the Activities take place; (iii) the voluntary disclosure of your medical information; or (iv) invasion of privacy, right of publicity, defamation, libel, slander, copyright infringement, trademark infringement, or any other claims or causes of action arising out of the use of your name, image, likeness, voice and/or other personal attribute(s) or other personal information (collectively, your “**Personal Attributes**”), to the extent permitted by applicable law. You further covenant and agree not to sue any Releasee or cause any Releasee to be sued regarding any matter released above, and to indemnify and hold harmless each Releasee from and against any

Loss regarding any matter within the scope of this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

You agree to indemnify and hold us and Rocket Youth Brands and all affiliates, officers, agents, partners, and employees, harmless from any loss, damage, costs, liability, claim, demand, proceeding, expense (including reasonable attorneys' fees), or action brought, made, or threatened by any third party against us and Rocket Youth Brands due to, in connection with, or arising out of (i) your use, misuse, or access to the Services; (ii) your breach or violation of these Terms of Use, including without limitation, any breach of your obligations, representations, and warranties set forth above; (iii) your infringement or other violation of any third-party right, including without limitation, intellectual property, property, or privacy right; (iv) any transaction you conduct on or through the Services or as a result of the contact facilitated by the Services; or (v) any activity using your email address and password by you or any other person accessing the Services, the Site Content, or any other information or materials using your account, email address, or other contact information. We reserve the right to assume the exclusive defense of any such claim, and you agree to provide us with such reasonable cooperation and information as we may request. You will not in any event settle any claim without the prior written consent of us and Rocket Youth Brands.

You have read this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, understand that you have given up substantial rights by agreeing to it, and have agreed to it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. You hereby forever and irrevocably waive any and all rights to seek or obtain any injunctive or other equitable relief with respect to any matter within the scope of this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, or to rescind, limit or disaffirm this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

FOR CALIFORNIA RESIDENTS:

This Agreement has been executed by you with the express intention of effecting the legal consequences provided by Section 1541 of the California Civil Code, and any other federal, state, or local laws of similar effect. You intend to relinquish all claims against the Releasees, whether or not known or suspected and expressly waive any and all rights and benefits conferred upon you by the provisions of Section 1542 of the California Civil Code (or any federal, state, or local laws of similar effect), which reads:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

You agree that as further consideration for being permitted to participate in any of the Activities, you hereby grant us and Rocket Youth Brands and its designees, and their respective affiliates, licensees, permittees, successors and assigns, and each of them, an unrestricted, absolute, universal, perpetual, irrevocable, non-royalty bearing, and

transferable right and license (but not any obligation) to use, copy, transmit, distribute, display, modify, perform, present, transform, create works and derivative works, and otherwise promote or utilize your Personal Attributes filmed, captured, photographed or otherwise recorded or memorialized in any manner in connection with any of the Activities, in any medium or format whether now or hereafter existing (including, without limitation, print, direct mail, online, mobile or wireless communications, radio or television broadcast, telecast or photograph), for any purpose whatsoever (including, without limitation, in connection with the creation, advertising, sale and/or promotion of any products and/or services), and without any payment, consideration or notice to or consent by me or any third party. You hereby forever and irrevocably waive any rights you may have in or to any of the foregoing, and you understand and agree that we and Rocket Youth Brands and its designees are the exclusive owners (to the extent the materials are created by or at the direction of each such party) of any and all right, title and interest, including copyright, in and to any materials of any kind or nature containing or developed from use of your Personal Attributes.

FOR PARTICIPANTS UNDER 18 YEARS OF AGE:

If a participant in the Activities is under 18 years of age, the person agreeing to these Terms of Use further agrees as follows:

I am the parent or legal guardian of participant. I agree to these Terms of Use (and all other terms, conditions and policies referenced herein), and the above Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, on behalf of myself and on behalf of my child; my child is bound by the foregoing, and I will ensure that my child honors his/her obligations hereunder and thereunder. All payments made on behalf of my child are being made by me, not by my child. I have spoken to my child about the Activities, my child understands and appreciates the risks of participating in the Activities, and my child has voluntarily decided to participate in the Activities. I will indemnify and hold Releasees harmless from and against any Losses arising out of or in any way related to (i) the foregoing, (ii) my child's attendance at or participation in any of the Activities, or my child's attendance at the locations, places and/or buildings and facilities at, on or in which the Activities take place, (iii) any breach of the foregoing, including any representations, warranties and agreements, or (iv) any attempt to rescind, limit or disaffirm any of the foregoing. I hereby expressly approve of my child's attendance at or participation in any or all of the Activities, and my child's attendance at the locations, places and/or buildings and facilities at, on or in which the Activities take place. I acknowledge and agree that I am waiving certain rights on behalf of my child that my child otherwise may have. I acknowledge and agree that but for the foregoing, my child would not be permitted to participate in the Activities.

ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND DISCOVERY PROCEDURES AND APPELLATE RIGHTS ARE MORE LIMITED THAN IN COURT.

All notices that this Arbitration Agreement requires to be provided to us should be sent to: Rocket Youth Brands, 2916 N Miami Ave, Miami, FL 33127. Phone: (888) 792-1244. Email: info@rocketyouthbrands.com

1. Disputes that Must be Arbitrated

This agreement to arbitrate applies to any Dispute between you and us or Rocket Youth Brands. “**Dispute**” means any dispute, claim, or controversy (excluding those exceptions listed below) between you and us or Rocket Youth Brands, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, that either of us seeks legal recourse for and that arises out of or in any way relates to your use or attempted use of the Activities, or the Site (whether arising out of or relating to past, present, or future acts or omissions). Disputes that must be resolved by an arbitrator also include disputes over the validity, enforceability, or scope of this agreement to arbitrate or any portion of it.

The exceptions to this arbitration requirement are: (i) claims that can be brought as individual actions in small-claims court; (ii) pursuit of enforcement actions through a government agency if the law allows; (iii) an action to compel or uphold any prior arbitration decision; (iv) your or our right to seek injunctive relief in a court of law to preserve the status quo while an arbitration proceeds; (v) claims of intellectual-property infringement; (vi) the enforceability of the requirement that arbitrations must be conducted on an individual rather than a class basis; and (vii) certain roles expressly specified for courts in the terms below. Notwithstanding any other venue provision stated in these Terms of Use, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of our intellectual property is taking place or originating.

2. Informal Resolution

If you have a Dispute against us or Rocket Youth Brands or if we have a Dispute against you, we will attempt to resolve the Dispute informally before an arbitration is filed in order to resolve the Dispute faster and reduce costs for both parties. You and we will make a good-faith effort to negotiate the resolution of any Dispute for at least 30 days (“**Informal Resolution**”) from the day you or we receive a written notice of a dispute from the other party (a “**Notice of Dispute**”) in accordance with these Terms.

You must send any Notice of Dispute to the address for Rocket Youth Brands specified above, ATTN: NOTICE OF DISPUTE. We will send any Notice of Dispute to your registered email address and any address you have provided us. The Notice of Dispute sent by either party must include the sender’s name, address, and other contact information, a description of the Dispute (including any relevant account names), and what resolution to the Dispute is being sought.

The Notice requirement is designed to allow us (or you, in the case of a dispute we assert against you) to make a fair, fact-based offer of settlement if we or you choose to do so. You and we cannot proceed to arbitration unless this information has been provided. If you or we proceed to arbitration without providing a compliant Notice of Dispute, the sufficiency of a Notice of Dispute is an issue to be decided by a court. A court may enjoin the filing of

an arbitration demand that has not been preceded by a compliant Notice of Dispute and may order a party that has filed an arbitration demand without having provided a compliant Notice to reimburse the other party for any arbitration fees and costs already incurred.

We hope you will try Informal Resolution first, and you must do so before commencing an arbitration, but you don't have to before going to small-claims court.

3. Small Claims Court

You and we agree that disputes that qualify for small-claims court in the county where you live in the United States may be brought as individual actions only in such small-claims courts. To the fullest extent allowed by applicable law, you and we agree to waive the right to trial by jury in a small claims court.

4. Binding Individual Arbitration

THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Under no circumstances do we consent to have any Disputes arbitrated using class action procedures, even if the arbitration provider has rules permitting class arbitrations.

You and we agree that Disputes will be resolved by **binding individual arbitration** conducted by JAMS, Inc. ("**JAMS**"), www.jamsadr.com, according to the United States Federal Arbitration Act ("**FAA**") and federal arbitration law and according to the [JAMS Streamlined Arbitration Rules and Procedures](#) in effect at the time the Dispute arises (the "**JAMS Rules**"), as modified by these Terms.

"**Arbitration**" means that Disputes between us will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

"**Individual**" means that the arbitrator may award the same remedies to you or to us as a court could, but only to satisfy your or our individual claims. To the fullest extent allowed by applicable law, the arbitrator may not award money or other relief for the benefit of any person other than you or us as part of the resolution of any Dispute.

"**Binding**" means that both you and we will have to live with the arbitrator's decision, except to the limited extent appeals to a court are permitted under the FAA. As limited by the FAA, these Terms, and the rules applicable to the arbitration, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms, but (as provided above) only to the extent necessary to provide relief to a party in arbitration warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

5. Arbitration Procedure and Location

You or we may initiate arbitration of Disputes not resolved by Informal Resolution by filing a Demand for Arbitration with JAMS in accordance with the JAMS Rules. Instructions for filing a Demand with JAMS are available on the JAMS website or by calling JAMS at 1-800-352-5267. You must send any Demand for Arbitration to Rocket Youth Brands at the address specified above. We will send any Demand for Arbitration to the email address and to any physical address you have provided us.

The arbitration will be conducted by a single arbitrator. You and we both agree that the arbitration will be conducted in the English language and that the arbitrator will be bound by these Terms.

For Disputes in which the claimant seeks less than \$10,000, the arbitrator will decide the matter solely on the basis of written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For matters in which the claimant seeks \$10,000 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings shall be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary. If an in-person hearing is required, and you reside in the United States, the hearing will take place in Miami, Florida, unless the arbitrator determines that this would pose a hardship for the claimant, in which case the in-person hearing may be conducted in the claimant's state and county of residence.

The arbitrator (not a judge or jury) will resolve the Dispute. Unless you and we agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim.

To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are Individual to you or us to satisfy one of our Individual claims (that the arbitrator determines are supported by credible relevant evidence).

An arbitration award, and any judgment confirming it, apply only to that specific case; it cannot be used or offered as precedent in any other case except to enforce the award itself.

All aspects of the arbitration proceeding, including but not limited to, the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

6. Consumer Arbitration Fees

If you start an arbitration against us, you will pay the filing fee required for consumer arbitrations. If we start an arbitration against you, we will pay all filing fees, including the share that ordinarily would have been borne by you.

Arbitration costs do not include your attorneys' fees and expenses if you choose to be represented by an attorney. If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless the applicable law provides otherwise. Nothing in this provision should be construed as preventing the arbitrator from awarding attorneys' fees to the prevailing party if applicable law and the JAMS Rules permit such awards.

7. Notice and Filing

To the fullest extent permitted by applicable law, you or we must start arbitration of a Dispute within two (2) years from when the Dispute first arose. If applicable law requires you or us to bring a claim for a Dispute sooner than two years after the Dispute first arose, that shorter deadline applies instead. The failure to begin arbitration regarding a Dispute within the time frames described above in this section shall bar the Dispute, which means that to the fullest extent permitted by applicable law, you and we will not have the right to assert the Dispute.

8. Special Rules for Coordinated Filings

If 25 or more Disputes are initiated with the arbitrator that raise similar claims, and counsel for the claimants are the same or coordinated, these will be considered "**Coordinated Cases**" and the arbitration provider will treat them as such, including with respect to its fee schedule for mass arbitration filings. **Applicable statutes of limitations will be tolled for all claimants once they have provided compliant Notices of Dispute to us but demands for arbitration in Coordinated Cases shall only be filed with the arbitration provider as permitted by the bellwether process set forth below.**

Once Notices of Dispute have been provided to us for Coordinated Cases, counsel for claimants and counsel for us shall confer in good faith regarding the number of cases that should proceed as bellwethers, to allow each side to test the merits of its arguments, before the remainder of claims may be filed with the arbitration provider. Any number chosen must be an even number so as to allow each side to designate half of the cases selected for bellwether trials. If counsel for claimants and for us do not agree on the number of bellwethers, the number shall be chosen by the arbitration provider as an administrative matter (or, in the arbitration provider's discretion, by a process arbitrator). Factors that the arbitration provider may consider in making this decision include the complexity of the dispute and differences in facts or applicable laws among various claims. Once the number of bellwethers is fixed, by agreement or by the arbitration provider, each side shall each select half that number from among the claimants who have provided compliant Notices of Dispute, and only those chosen claims may be filed with the arbitration provider. You agree that if your case is among Coordinated Cases filed against us, resolution of your personal claim might be delayed by this bellwether process.

A single arbitrator shall preside over each Coordinated Case chosen for a bellwether proceeding, and only one Coordinated Case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise.

Once all bellwether trials have concluded (or sooner if the counsel for the claimants and us agree), the parties must engage in a single mediation of all remaining cases, with each side paying half the applicable mediation fee. Counsel for claimants and for us must agree on a mediator within 30 days after the conclusion of the last bellwether trial. If counsel for claimants and for us cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. Counsel for the claimants and for us will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution, this arbitration requirement shall no longer apply to claimants in Coordinated Cases who provided compliant Notices of Dispute but whose claims were not resolved in bellwether proceedings. Their cases may be filed only in the state courts in Miami, Florida, or if federal jurisdiction exists, in the United States District Court for the Southern District of Florida, and you consent as part of these Terms to venue such cases exclusively in these courts. Nothing in this paragraph shall be construed as prohibiting either you or us from removing a case from state to federal court if removal is allowed under applicable law. To the extent you are asserting the same claims as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable. If a formerly arbitrable Dispute is brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute, and we reserve the right to contest class certification at any stage of the litigation and on any available basis.

A court shall have authority to enforce this bellwether process and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

9. Continuation in Effect

The dispute resolution process set forth in these Terms of Use survives the termination of any other agreement between you and us.

10. Future Terms Changes

Although we may revise these dispute resolution terms in our discretion, we do not have the right to alter this agreement, or the arbitration rules specified herein with respect to any Dispute once that Dispute has arisen if such change would make arbitration procedures materially less favorable to the claimant. Whether the prior or amended procedures apply to a Dispute (*i.e.*, whether the amended procedures are materially less favorable to the claimant than those provided for at the time the Dispute arose) is a matter to be decided by the arbitration provider as an administrative matter or, in the case of Coordinated Filings, by a process arbitrator.

11. Class Action Waiver

To the maximum extent permitted by applicable law, for any case not subject to the requirement to arbitrate (except to the limited extent discussed above for Coordinated Cases), you and we will only bring disputes, claims, or controversies between us in an individual capacity and shall not seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (like private attorney general actions); or consolidate or combine individual proceedings or permit another to do so without the express consent of all parties to these Terms of Use. For avoidance of doubt, to the fullest extent allowed by applicable law, this class action waiver applies even if a court finds that a Dispute is not subject to mandatory arbitration.

12. Severability

If all or any provision of this agreement is found invalid, unenforceable, or illegal, then you and we agree that the provision will be severed, and the rest of these terms shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the prohibition on class arbitrations is found invalid, unenforceable, or illegal, you and we agree that this entire agreement to arbitrate will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of law clauses specified herein.

No Assignment

These Terms of Use are not assignable, transferable, or sublicensable by you except with our prior written consent.

Waiver

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by us or any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

Governing Law

These Terms of Use will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

Entire Agreement

These Terms of Use, the Rocket Youth Brands Terms of Use, and the Privacy Notice constitute the entire agreement between us and you with respect to your use of the Site, and these documents supersede all previous and contemporaneous agreements, proposals and communications, written or oral with respect to this subject matter.

Additional Information; Contact

If you have any questions about these Terms of Use or any Site Content, please contact us at:

Rocket Youth Brands
2916 N Miami Ave, Miami, FL 33127
Phone: (888) 792-1244
Email: info@rocketyouthbrands.com

Thank you for visiting our Site.