

Sparta Performance Science

Terms of Service (Terms & Conditions)

Sparta Performance Science, Inc. and its affiliates (hereinafter "Sparta," "we" or "us") provide online and mobile services through various websites, including, but not limited to "SpartaTRAC.com", and "spartascience.com", (hereinafter collectively "the Sparta Sites"), widgets, computer programs and mobile applications hosted by or on behalf of Sparta (collectively, the "Sparta Services") intended to enhance your use of the performance and monitoring products offered by Sparta (hereinafter collectively the "Sparta Technology").

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SPARTA AND GOVERNS YOUR USE OF THE SPARTA SERVICES AND THE SPARTA TECHNOLOGY.

Subject to your acceptance of and adherence to these Terms of Service (hereinafter the "Terms of Service"), Sparta hereby grants you a limited, non-exclusive license to use the Sparta Services and the Sparta Technology as set forth herein.

The terms "you" and "user" shall refer to all individuals and entities that use the Sparta Services and/or the Sparta Technology.

By your affirmative actions of registering for and/or using the Sparta Technology, you signify your agreement to these Terms of Service and our Privacy Policy and consent to allow Sparta to communicate with you electronically regarding your use of the Sparta Services and the Sparta Technology.

IMPORTANT – READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE, SUBSCRIBING TO SERVICES, PURCHASING PRODUCTS, DOWNLOADING SOFTWARE, TECHNOLOGY, CONTENT OR DATA AND/OR OTHERWISE USING THE SPARTA SERVICES.

SPARTA IS WILLING TO PROVIDE YOU WITH ACCESS TO THE SPARTA SERVICES THROUGH THIS WEBSITE AND MAKE AVAILABLE PRODUCTS AND SERVICES TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ON ANY REGISTRATION OR ORDER FORM RECEIVED BY YOU FROM SPARTA OR ITS AFFILIATES IN

CONNECTION WITH THE SPARTA SERVICES (COLLECTIVELY, "REGISTRATION AND ORDER FORMS") AND ON ANY DOCUMENTS REFERENCED HEREIN OR ANY ADDITIONAL TERMS AND CONDITIONS THAT CAN BE VIEWED EITHER ON THE PAGES CONTAINING ANY SERVICES OR OFFERINGS, OR VIA A LINK ON THOSE PAGES OR OTHER DIRECTIONS TO THE ADDITIONAL TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROMPTLY CEASE USING THE SPARTA SERVICES, AND/OR EXIT THIS PAGE BEFORE DOWNLOADING, ACCESSING, USING, SUBSCRIBING OR INSTALLING THE SPARTA SERVICES OR PURCHASING PRODUCTS AND SERVICES FROM SPARTA.

Modifications to the Terms of Service

We may make changes to the Terms of Service from time to time. A link to the most current Terms of Service will be available on the Sparta home page and we will indicate the date of the "Latest Update" at the top of the Terms of Service. We may also place a special notice on the Sparta Sites or communicate significant changes by email. Your continued use of the Sparta Services following the posting of such changes constitutes your acceptance of the Amended Terms of Service.

Requirements for Use of the Sparta Services

The Sparta Services are available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

Full use of the Sparta Services requires compatible Sparta Technology, Internet access, and certain software; may require periodic updates; and may be affected by the performance of these factors. The Sparta Services is not a guaranteed part of any third party product or service offering, and no purchase or obtaining of any third party product or service shall be construed to represent or guarantee you access to the Sparta Services.

Please see the section entitled "Precautions" below for recommended precautions related to your use of the Sparta Services.

Agency

You represent that you are using the Sparta Services for its intended purpose. If you are registering or using the Sparta Services on behalf of a company or other organization, you represent that you have authority to bind your employer by your actions.

Precautions

Content found on the Sparta Sites is for informational purposes only and is not intended to replace the relationship between you and your physician or other medical provider. We are not a licensed medical care provider and have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. You should always consult a physician before starting a fitness program, changing your diet or if you have any questions regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Sparta Sites. You should consult with your physician before following any training instructions you receive through the Sparta Services or participating in any event announced on or through the Sparta Services. Not all exercises or activities described on the Sparta Services are suitable for everyone. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury and/or death. If you think you may have a medical emergency, call your physician or 911 immediately. If you feel discomfort or pain, immediately stop the activity causing such discomfort or pain. People who have Type 1 diabetes or other adverse medical or nutritional conditions should not use the Sparta Services unless such use is directed and closely monitored by a physician. By using the Sparta Services, you represent that you have received consent from your physician to participate in the programs, workouts, and exercises described on the Sparta Sites.

We are not responsible for any health problems that may result from training programs, products, or events you learn about through the Sparta Services. If you engage in any exercise program you receive or learn about through the Sparta Services you agree that you do so at your own risk and are voluntarily participating in these activities.

Information on the Sparta Sites

We try to provide helpful and accurate information on the Sparta

Sites, but we make no endorsement, representation or warranty of any kind about any information, services or recommendations made available through the Sparta Sites. We are not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the Sparta Sites. If you rely on any information provided by Sparta, Sparta employees, or others appearing on or contributing content to the Sparta Sites, you do so solely at your own risk.

Your Privacy Settings

Through the Sparta Services, we enable you, if you wish, to share information with others, as this is an important motivator to achieve fitness goals. You can use the privacy settings within the Sparta Sites to control which information about you is shared with others.

User-Generated Content

Subject to Sparta's adherence with the privacy settings you select within the Sparta Sites, you hereby grant to Sparta a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license, with the right to sublicense, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit any text, photographs or other data and information you submit to the Sparta Sites (collectively, "User Generated Content") in any media now existing or hereafter developed, including without limitation on websites, in audio format, and in any print media format. "User Generated Content" includes, but is not limited to, content posted on message board posts, blogs, journals, food and recipe submissions and user comments. Subject to Sparta's adherence to the privacy settings you select within the Sparta Sites, you hereby waive any rights of publicity and privacy with respect to the User Generated Content and any other legal or moral rights that might preclude Sparta's use of the User Generated Content or require your permission for Sparta to use the User Generated Content. You agree not to assert any claim, whether based on tort, contract, or other legal theory, against Sparta or its sub-licensees relating to Sparta's or its sub-licensees' use of the User Generated Content in accordance with your privacy settings, and you hereby release Sparta and its sub-licensees from any such claims. You represent that your User Generated Content: (1) will not

infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights; (2) will not violate any law, statute, ordinance or regulation; (3) will not be obscene or contain child pornography; (4) will not contain any viruses, worms, time bombs or other computer programming code that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (5) will not violate any third party's rights of publicity or privacy; and (6) will not be defamatory, unlawfully threatening or harassing, harmful to minors in any way, or otherwise offensive or inappropriate. You are responsible for complying with all laws applicable to your User Generated Content.

Registration and Password; Privacy Policy

You are responsible for maintaining the confidentiality of your login information and password. You shall be responsible for all uses of your login information, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your login information or password. Sparta cannot and does not assume any responsibility or liability for any information submitted by someone who has fraudulently accessed your Sparta account or for any third party's fraudulent use or misuse of information submitted by you.

You represent that the information that you provide about yourself as requested in the Sparta account registration form (the "Registration Data") is accurate and complete, and you agree to update your account information, as necessary, including providing Sparta with your current email address, so that you may receive notifications and other account-related communications.

The Sparta Services are subject to the Privacy Policy.

Ownership of the Sparta Services

Except for the User Generated Content, the Sparta Services and all aspects thereof, including all copyrights, trademarks, and other intellectual property rights therein, are owned by Sparta or its licensors. You acknowledge that the Sparta Services and any underlying technology used in connection with the Sparta Services contain Sparta's intellectual property and proprietary information. You may not reproduce, distribute, modify or create derivative works of, publicly display (including by framing any content), or commercially

exploit any part of the Sparta Services except as necessary to view the content therein and to create a reasonable number of copies of portions of such content (without modification) for your personal, non-commercial use. All rights in the Sparta Services not expressly granted to you by Sparta are retained by Sparta and its licensors.

If you violate any of these Terms of Service, your permission to use the Sparta Services automatically terminates and you must immediately destroy any copies you have made of any portion of the Sparta Services.

Email Rules

Some of our users will make their email addresses available if they wish to converse with other users with similar interests or goals. If you use this information, you agree not to transmit "spam" or other unwanted solicitations, or any material that is harassing, threatening, offensive, obscene, abusive, harmful, defamatory, invasive of another's privacy, infringing of another's intellectual property rights, or illegal. Users found using email information in this manner may have their user accounts terminated. We are not responsible for the content of email messages sent to you by our users or from third parties.

Community Pages

There are several areas on the Sparta Sites on which users may post information (Submissions), including journals and message boards on user profiles, food pages and photos (collectively, "Community Pages"). Any information posted to the Community Pages can be viewed by anyone who visits the Sparta Sites (whether or not such visitors are registered users). Sparta does not endorse any information posted on the Community Pages and posts made by users do not necessarily reflect the views of Sparta. Information on the Community Pages should not be taken as medical advice and we are not responsible for such information or for editing any factual errors or making any type of corrections to such information. Any action taken by you based on information presented on the Community Pages is at your own risk.

By using our Community Pages, you agree to adhere to the following community guidelines:

Be respectful of the opinions of others. Even though you might not agree with someone, that does not mean they are wrong or deserve to be belittled. Remember that what works for you may not work for everyone else. Give everyone the same courtesy you would expect in return. Do not post profane or explicit content.

Do not post profile pictures that might be considered inappropriate.

Do not post communications that could be interpreted as threatening or harassing.

Do not post, advertise or promote products commercially.

Sparta has the right to remove a post on the Community Pages if it does not meet these standards or for any other reason Sparta deems appropriate.

Participation Disclaimer

Sparta does not and cannot review all Submissions posted to or created by users accessing the Sparta Sites (including, but not limited to, this Website), and is not in any manner responsible for the content of these communications or the activities of these users. You acknowledge that by providing you with the ability to view and distribute user-generated content through the Sparta Sites (including, but not limited to, this Website), Sparta is merely acting as a passive conduit for the distribution of such information and is not undertaking any obligation or liability relating to the content or the users' activities. Even though Company may monitor and review transmissions, we assume no responsibility or liability which may arise from the content thereof and any modifications thereto by Sparta, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy, obscenity, profanity or misrepresentation. Notwithstanding the foregoing, Sparta reserves the right to block or remove communications, to prevent or otherwise refuse the posting of Submissions, modify the content of Submissions and/or remove Submissions that it determines to be (a) abusive, defamatory, or obscene; (b) fraudulent, deceptive, or misleading; (c) in violation of a copyright, trademark, patent, trade secret or other intellectual property rights of another; (d) unlawful, threatening, libelous, scandalous, inflammatory, pornographic, or profane; (e) any material that could constitute or encourage what would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or (f) offensive or otherwise unacceptable to Sparta as determined in its sole discretion.

Copyrighted Materials

You agree that any materials posted by you 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. You also agree that you have obtained all necessary rights and licenses required to allow the posting of any content posted by You.

If you feel that any content posted on the Sparta Sites infringes your copyrights or other intellectual property rights, please notify us by sending an email to [our support](#).

Trademarks

Any and all trademarks displayed on the Sparta Sites are owned by Sparta, its licensors or its affiliates. Nothing in this Agreement should be construed as transferring any aspects of such rights to you or to any third party.

Electronic Delivery Policy and Your Consent

By using the Sparta Services, you consent to electronically receive from Sparta all communications including notices, agreements, legally required disclosures or other information in connection with the Sparta Services (collectively, "Notices"). Sparta shall provide such electronic Notices by posting them on this Website. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of this Website and the Sparta Services.

User Indemnification Of Sparta

Upon request by us, you agree to defend, indemnify and hold Sparta and its partners, affiliates, service providers, licensors, officers, directors, employees and agents harmless from and against any and

all losses, liabilities, damages and costs, including but not limited to reasonable legal and accounting fees, arising from any claims, actions or demands related to or alleged to relate to: (a) your use of the Sparta Services, including any User Generated Content you post, store, reproduce, display, or distribute via the Sparta Services; (b) your violation of the Terms of Use; or (c) your violation of any intellectual property or other third party rights or any applicable law in connection with your use of the Sparta Services. We reserve the right to assume control of the defense of any third party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting and available defenses.

User Conduct

If we determine that any user is not using the Sparta Services responsibly, we have the right (but not the obligation) to remove, edit, block, or delete such user's transmissions, User Generated Content, or use of the Sparta Services. We also have the right (but not the obligation) to suspend or terminate your access to and use of Community Pages or other parts of the Sparta Services, or delete information you have posted to the Sparta Services, without prior notice if you engage in any conduct that we believe, in our sole discretion: (a) violates any provision of the Terms of Use, (b) violates the Community Guidelines, (c) is offensive to other users, (d) violates the rights of Sparta or third parties, or (e) could cause Sparta liability. Without limiting the foregoing, upon any termination of your account or access to the Sparta Services we may delete all User Generated Content and other information related to your Community Pages. If Sparta suspects that your Registration Data is inaccurate or incomplete, we may suspend or terminate your account.

Disruptive Behavior

Harassment in any manner or form on this Website or through the use of the Sparta Services, including via email, web blog ("blog"), comments, submissions, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Sparta employee or representative, as well as other members or visitors on this Website or through use of the Sparta Services is prohibited. You may not upload to, distribute, send or otherwise publish through this Website or within the Sparta Services any

content which is libelous, defamatory, obscene, disruptive, harassing, threatening, offensive, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable; which may constitute or encourage a criminal offense, violate the rights of any party; or which may otherwise give rise to civil liability, violate any law or infringe on a third party's intellectual property rights (including, but not limited to, spam, offensive sexual, racial or gender related material, or material that violates Sparta's then current policies). You may not upload commercial content on this Website or within the Sparta Services or use the same to solicit others to join or become members of any other commercial online service or other organization.

You agree not to: (a) post, disseminate or transmit any worm, viruses or other harmful, disruptive or destructive files, code or programs via or through the Sparta Services; (b) use Internet Relay Chat (IRC) bots via this Website (i.e., programs that utilize excessive resources by connecting to an IRC network and running 24 hours per day); (c) hinder the ability of others to use IRC; (d) disrupt the Sparta Services or the normal flow on this Website of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (e) run any program on this Website or through the Sparta Services that makes a service or resource available to others, including, but not limited to, port redirectors, proxy servers, chat servers or simulated multi-user environments; (f) interfere with, disrupt, or harm in any way the Sparta Services or the servers or networks used in connection with it; (g) run programs or specifically configure machines in such a way as to keep a dialup connection active when not in use or otherwise bypass automatic disconnection for inactivity, unless a dedicated access account is provided; (h) use the Sparta Services in violation of the rules of any other website providers, websites, chat rooms or the like; (i) use the Sparta Services to access the accounts of others without permission; (j) attempt to penetrate security measures of Sparta or another entity, or obtain or bypass others' passwords; or (xi) engage in denial of service attacks (i.e., actions designed to impair network access by flooding a site or the Internet with useless traffic).

Changes to Sparta Technology

Sparta may change or discontinue, temporarily or permanently, any feature or component of the Sparta Services at any time without

further notice. In addition, we may, without notice to the applicable user, terminate individual Community Pages that have been inactive for more than 30 days, but have no obligation to do so. You agree that Sparta shall not be liable to you or to any third party for any modification, suspension or discontinuance of any feature or component of the Sparta Services.

Third Party Services

The Sparta Sites may provide links or references to websites operated by third parties. We do not monitor or investigate such websites and we are not responsible for the content, functionality, or practices of such websites. Inclusion of links to third party websites on the Sparta Sites does not imply approval or endorsement of the linked website by us. If you decide to leave a Sparta Site and access these third party websites, you do so at your own risk. Sparta suggests that you read the terms of use and privacy policies (if any) on those third party websites. You agree that Sparta has no liability for any damage or loss of any type that is a result of your use of a third party website.

Security

The Sparta Sites make use of the public Internet. Sparta uses commercially reasonable measures to protect the confidentiality and security of any communications transmitted to Sparta and any information stored on servers controlled by Sparta. Notwithstanding these efforts, Sparta cannot guarantee the confidentiality and security of such electronic communications and storage devices used to store such information (including, personally identifiable information) and disclaims all liability arising therefrom.

Without limiting the foregoing, you shall not (a) violate or attempt to violate the security of the Sparta Services; (b) access data or materials not intended for you; (c) log into a server or account which you are not authorized to access; (d) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; or (e) attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the Sparta Services, overloading, “flooding,” “mailbombing” or “crashing” the Sparta Services. Violations of system

or network security may result in civil or criminal liability. Sparta reserves the right to investigate occurrences that may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

Intellectual Property

The Sparta Services is owned and operated by Sparta and its licensors and is protected by copyright and other intellectual property laws under United States and international laws and treaties. The compilation and arrangement of all content, data and other information found within the Sparta Sites is also the sole and exclusive property of Sparta and its licensors and is protected by U.S. and international intellectual property laws. The “look and feel” of the Sparta Sites, meaning, the structure, sequence and layout of the audiovisual components of such technology as perceived by you, including, but not limited to, the color combinations, button shapes, and all other graphical and navigational elements, are also proprietary to Sparta and its licensors and are fully protected under U.S. and international intellectual property laws.

Use of the Sparta Services

Subject to the terms and conditions set forth herein and any third party restrictions, Sparta grants you a non-transferable, non-exclusive and non-sub licensable limited right and license to view, use and access the Sparta Services to (a) incidentally view, print and download the images, text, graphics, photographs, audio, video and other content available within the Sparta Sites solely for your informational purposes and for your immediate, private, personal and non-commercial use, and (b) make purchases of goods and services through links found on this Website or through the Sparta Services; provided you retain all Sparta copyright and proprietary notices contained in the original materials or any copies thereof.

All rights not expressly stated herein are reserved by Sparta and Sparta disclaims any and all implied licenses. Without limiting the

foregoing, you agree not to: (i) reverse engineer, decompile, reverse compile, translate, adapt, or disassemble or otherwise access the Sparta Services, or any part thereof; (ii) copy, distribute, display, transmit or reproduce the Sparta Technology, or any part thereof, in any form, including, but not limited to, fonts, icons, link buttons, wallpaper, and unlicensed merchandise; (iii) publish, display, disclose, sell, rent, lease, modify, store, loan, distribute, publicly display or perform, co-brand, frame, permit third parties to link to, or create compilations or derivative works of the Sparta Services, or any part thereof, including, but not limited to, using any part of the Sparta Services to create fonts, icons, links, buttons, wallpaper and unlicensed merchandise; (iv) assign, sublicense, convey, transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder; (v) use the Sparta Services in any fashion that may infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary right of Sparta, its third party suppliers or any other third party; (vi) upload, post, email, transmit or otherwise make available any material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (vii) use Sparta Services to harm minors in any way; (viii) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity using Sparta Services; (ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Sparta Services; (x) upload, post, email, transmit or otherwise make available any materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (xi) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (xii) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (xiii) interfere with or disrupt the Sparta Services or servers or networks connected to Sparta, or

disobey any requirements, procedures, policies or regulations of networks connected to the Sparta Services (including, but not limited, to this Website); and (xiv) “stalk” or otherwise harass another; or collect or store personal data about other users.

You agree not to access the Sparta Services by any means other than through the interface that is provided to you by Sparta for use in accessing the Sparta Services.

By posting of information or other materials on this Website or within the Sparta Sites or by making such information available for downloading by you, Sparta does not waive any proprietary right in and to the Sparta Services (including, but not limited to, copyright, service mark, trademark, patent, trade secret or other intellectual property or proprietary right) and does not transfer any rights to you in the Sparta Services except for the limited license expressly granted herein.

Content And Warranty Disclaimer

THE WEBSITE IS PROVIDED BY SPARTA AND ITS AFFILIATES "AS IS." NEITHER SPARTA NOR ITS PARTNERS, SUPPLIERS, OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, ITS CONTENTS, OR ANY INFORMATION MADE AVAILABLE BY OR THROUGH THE WEBSITE. IN ADDITION, SPARTA AND ITS PARTNERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE WEBSITE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHERMORE, Sparta DOES NOT WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, SECURE OR

ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

Limitation of Liability

IN NO EVENT WILL SPARTA BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT Sparta HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF SPARTA, ARISING FROM OR RELATING TO THE WEBSITE (REGARDLESS OF THE FORM OF ACTION OR CLAIM, E.G. CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY) IS LIMITED TO \$100. SPARTA'S AFFILIATES, PROVIDERS AND PARTNERS HAVE NO LIABILITY WHATSOEVER ARISING FROM THE WEBSITE. In some locations applicable law may not allow certain of the limitations described above, in which case such limitations may not apply to you.

General

The Terms of Service and the resolution of any dispute related to the Terms of Service or the Sparta Services shall be governed by and construed in accordance with the laws of the State of California without respect to its conflict of laws principles. You shall bring any legal action or proceeding against Sparta related to the Sparta Services exclusively in a federal or state court of competent jurisdiction sitting in San Mateo County, California, and you agree to submit to the personal and exclusive jurisdiction of such courts. If any provision(s) of the Terms of Service is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Sparta's failure to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision unless acknowledged and agreed to by Sparta

in writing. These terms and conditions constitute the entire agreement between you and Sparta with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party and any attempt to do so is void.

Termination

You agree that Sparta, at its sole discretion, may terminate or suspend your access to and use of the Sparta Services (or any part thereof) at any time and for no or any reason whatsoever, including, without limitation, for lack of use by you or if Sparta believes that you have violated or acted inconsistently with the terms and conditions of this Agreement. Sparta reserves the right at any time to modify or discontinue, temporarily or permanently your access to and use of the Sparta Services (or any part thereof) without notice. You agree that Sparta shall not be liable to you or to any third party for any modification, suspension or discontinuance of your use of or access to the Sparta Services. Your obligations under this Agreement shall continue even after Sparta has terminated and/or cancelled this Agreement or your access to the Sparta Services.

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