

S24 LABS WAIVER HANDBOOK

TABLE OF CONTENTS

<u>TERMS & CONDITIONS</u>	<u>2</u>
<u>PRIVACY POLICY</u>	<u>9</u>
<u>REGISTRATION, PAYMENT, CANCELLATION AND REFUND POLICIES AND PROCEDURES</u>	<u>14</u>
<u>LIABILITY RELEASE</u>	<u>16</u>
<u>ATHLETE CONDUCT POLICY</u>	<u>18</u>
<u>PHOTO RELEASE FORM</u>	<u>19</u>

S24 LABS WEBSITE TERMS OF USE
Last Modified: June 15, 2021

Acceptance of the Terms of Use:

These terms of use are entered into by and between You and S24 Labs, LLC and its affiliated entities and web sites ("**S24 Labs**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of www.S24Labs.com, including any content, functionality and services offered on or through www.S24Labs.com (the "**Website**"), whether as a guest or a registered user.

This Website is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with S24 Labs and meet all of the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Website. Please read the Terms of Use carefully before you start to use the Website.

BY EITHER USING THE WEBSITE OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT ACCESS OR USE THE WEBSITE. **BY USING THE WEBSITE OR CLICKING ACCEPT OR AGREE TO THESE TERMS OF USE, YOU ALSO ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTAND OUR PRIVACY NOTICE, FOUND AT <http://www.S24Labs.com/privacynotice>.**

Changes to the Terms of Use. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security. We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website, and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You acknowledge that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, will be treated by us in accordance with our [Privacy Notice](#), and you understand all actions we will take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user

name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by S24 Labs, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide [Social Media Features](#) with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you wish to make any use of material on the Website other than that set out in this section, please address your request to: info@S24Labs.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and

all rights not expressly granted are reserved by S24 Labs. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

S24 Labs, Swingman24, We Run the Game, Sozo and all logos for each entity, and any related names, logos, product and service names, designs, or slogans are trademarks of S24 Labs or its affiliates or licensors. You must not use such marks without the prior written permission of S24 Labs. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the [Content Standards](#) set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate S24 Labs, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm S24 Labs or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by S24 Labs, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of S24 Labs. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of goods, services, or information formed through the Website, or as a result of visits made by you are governed by our terms of registration, payment, or purchase at www.S24Labs.com and www.WeRunTheGame.com, as applicable, which are hereby incorporated into these Terms of Use. Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.

- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

This Website contains links to other sites and resources provided by third parties, including links contained in advertisements, such as banner advertisements or sponsored links. These links are provided for your convenience only. **We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.** If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the State of Ohio in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER S24 LABS NOR ANY PERSON ASSOCIATED WITH S24 LABS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER S24 LABS NOR ANYONE ASSOCIATED WITH S24 LABS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

S24 LABS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR

PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL S24 LABS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PERSONAL ILLNESS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless S24 Labs, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed, at the sole option of S24 Labs, by and construed in accordance with the internal laws of the State of Delaware, Ohio, Georgia or Alabama, or in a State where S24 Labs operates or licenses sports performance facilities, without giving effect to any choice or conflict of law provision or rule (whether of the States forementioned or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively, , at the sole option of S24 Labs, in the federal courts of the United States or the courts of the forementioned States in this section, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by S24 Labs of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of S24 Labs to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Notice, Terms of Sale, Terms of Refunds and any and all Liability, Personal Conduct, Photo and other waivers and notices constitute the sole and entire agreement between you and S24 Labs, LLC with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by S24 Labs, LLC, 312 Walnut Street, Suite 2510, Cincinnati, Ohio 45202.

All notices of copyright infringement claims should be sent to the copyright agent designated in our www.S24Labs.com/copyrightnotice in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@S24Labs.com.

S24 LABS WEBSITE PRIVACY NOTICE
Last modified: June 15, 2021

Important Notice Before You Use Our Services or Any of Our Websites:

Please read this Notice carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our services or access this website.

By accessing or using this our services and any of our websites, you acknowledge the use of your information as described in this Notice. Our privacy policies and practices may change from time to time. Your continued use of our services or any of our websites after we make changes is deemed to be acceptance of those changes, so please check the Notice regularly for updates.

Introduction

S24 Labs, LLC and all other affiliates ("We" or "Us") respect your privacy and are committed to protecting it through our compliance with our privacy policies as outlined in this Privacy Notice ("Notice").

This Notice describes the types of information we may collect from you or that you may provide when you visit one of our facilities, complete any registration forms or documents provided by Us, or receive any of our services (collectively, the "Services") or when you visit any of our websites, including www.S24Labs.com (each referred to singularly, and all referred to collectively as, the "Website") and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This Notice applies to information we collect both online and in person at any of our facilities or events, which includes information collected:

- On this Website;
- In connection with the Services, such as through forms, releases, or any other documents completed at our facilities or at any event where We provide written documents;
- In email, text, and other electronic messages between you and this Website;
- Through mobile and desktop applications or forms you download from this Website;
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this Notice;
- Any data, statistics, performance analytics, or other information measured or collected by us, or submitted by You.

This Notice and our privacy policy does not apply to information collected by any application or content (including advertising) that may link to or be accessible from or on the Website that is operated by a third party.

Children Under the Age of 13

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. We do not knowingly collect personal information from children under 13. **If you are under 13, do not use or provide any information on this Website** or on or through any of its features. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at the address shown at the bottom of this Notice.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Services or our Website, including:

- Information by which you may be personally identified, such as name, postal address, e-mail address, telephone number, or any other identifier by which you may be contacted online or offline ("personal information");
- Sports performance data, athletic interests, and similar information, either in aggregated form or in individually-identifiable form;
- information that is about you but does not identify you specifically, such as general statistics or use of Services data; and/or
- information about your internet connection, the equipment you use to access our Website, and usage details, which is used to help us better understand how to provide the Services and improve the Website.

We collect this information:

- Directly from you when you provide it to us.

- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.
- From third parties, such as business partners.

Information You Provide to Us.

We also may collect, store, use, transmit, aggregate, or analyze information that you provide to use, either in connection with the Services or through the Website, such as:

- Information you provide by filling out forms, authorizations, or other documents, either on the Website, at a facility or an event, or anywhere else in connection with Us, which includes information provided at registration, or for a contest, or promotion, or if reporting information or issues associated with the Service or the Website;
- Data you provide to us regarding sports performance, interests, equipment, training, or other similar information.
- Records and copies of your any emails or other correspondence you send to us.
- Your responses to surveys or questionnaires that we might ask you to complete.
- Details of transactions you carry out in connection with the Services or through the Website, including ordering products or services online.
- Your search queries on the Website.
- or other information you provide to us in connection with the Services or through the Website.

Information We Collect Through Automatic Data Collection Technologies.

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking). Email us at info@S24Labs.com for information on how you can opt out of behavioral tracking on this website and how we respond to web browser signals and other mechanisms that enable consumers to exercise choice about behavioral tracking.

The information we collect automatically may include personal information, or we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- **Flash Cookies.** Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Choices About How We Use and Disclose Your Information.
- **Web Beacons.** Pages of our Website and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the S24 Labs, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see Choices About How We Use and Disclose Your Information.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Services and the Website to you.
- To provide you with information, products, or other services that you request from us.
- To fulfill any other purpose for which you provide your information
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Services or the Website,.
- To allow you to participate in features on our Website.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please adjust your user preferences in your account profile or email us at info@S24Labs.com. For more information, see Choices About How We Use and Disclose Your Information.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

Disclosure of Your Information

We may disclose aggregated information and information that does not identify any individual without any restrictions. We may disclose personal information that we collect or you provide to us in connection with the Services or through the Website:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of S24 Labs' assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by S24 Labs about our Website users is among the assets transferred.
- To third parties to market their products or services to you if you have not opted out of these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them. For more information, see [Choices About How We Use and Disclose Your Information](#).
- To fulfill the purpose for which you provide it. For example, if you give us an email address to use the "email a friend" feature of our Website, we will transmit the contents of that email and your email address to the recipients.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our [Terms of Use](#) or [Terms of Sale](#) and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of S24 Labs, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's [website](#). If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Disclosure of Your Information for Third-Party Advertising.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt out by checking the relevant box located on the form on which we collect your data (the order/registration form) or other opt-out method. You can also always opt out by logging into the Website and adjusting your user preferences in your account profile, by checking or unchecking the relevant boxes or by sending us an email stating your request to info@S24Labs.com.
- **Promotional Offers from S24 Labs.** If you do not wish to have your email address used by the S24 Labs to promote our own or third parties' products or services, you can opt out by checking the relevant box located on the form on which we collect your data (the order/registration form) or by other opt-out method or at any other time by logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request info@S24Labs.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt out by checking the relevant box located on the form on which we collect your data (the order/registration form) or by other opt-out method or at any other time by logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request to info@S24Labs.com. For this opt-out to function, you must have your browser set to accept all browser cookies.

We do not control third parties' collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's [website](#).

California residents may have additional personal information rights and choices. Please see Your California Privacy Rights for more information.

Nevada residents who wish to exercise their sale opt-out rights under Nevada Revised Statutes Chapter 603A may submit a request to this designated address: info@S24Labs.com. However, please know we do not currently sell data triggering that statute's opt-out requirements.

Accessing and Correcting Your Information

You can review and change your personal information by logging into the Website and visiting your account profile page. You may also send us an email at info@S24Labs.com to request access to, correct, or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

California residents may have additional personal information rights and choices. Please see Your California Privacy Rights for more information.

Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit <https://oag.ca.gov/privacy/ccpa>. California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to info@S24Labs.com or write us at the address shown at the bottom of this Notice.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our servers behind firewalls and/or commercially available servers with high levels of security and encryption.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we take all reasonable measures to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website or collected or stored by us in connection with the Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Changes to Our Privacy Notice

It is our policy to post any changes we make to our privacy policies and practices on this page. If we make material changes to how we treat our users' personal information, we will notify you through a notice on the Website home page. The date the privacy Notice was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Privacy Notice to check for any changes.

Contact Information

To ask questions or comment about this Privacy Notice and our privacy practices, or to register a complaint or concern, please contact us at:

S24 Labs, LLC,
312 Walnut Street,
Suite 2510,
Cincinnati, Ohio 45202
info@S24Labs.com

or via our toll-free number: 1-8-S24Labs-2 (877)-245-2272

S24 Labs, LLC
Individual Athletes for Group Curriculum Classes
Registration, Payment, Cancellation and Refund Policies and Procedures
Last Updated: June 15, 2021

All policies and procedures are subject to revisions by management of S24 Labs, LLC (“S24”) and are in effect as posted on its web site at time of policy consideration.

REGISTRATION

All participant athletes in all regular curriculum and all other programs and services operated by and/or conducted in a facility of S24 Labs, LLC are required to be registered and enrolled, typically through the S24 Labs, LLC online or mobile sites, and agree to the collection of participant (and family for minors) information and agree for all services provided, unless noted otherwise, to all terms & conditions, privacy statement, liability and other waivers, and a participant athlete conduct policy .

REGISTRATION AND INITIAL PAYMENT DOES NOT GUARANTEE ACCEPTANCE AND PLACEMENT UNTIL CONFIRMED BY S24 LABS. Enrollment availability may be limited including due to a facility or specific scheduled classes reaching maximum capacity and/or size alterations due to Covid safety guidelines and requirements. If S24 is unable to confirm space availability for enrollment, the registrant has the option for: (a) S24 Labs to hold the payment as a deposit toward placement on a waiting list or (b) to withdraw for a full refund.

Registration and participation in regular curriculum classes and other programs are subject to availability; likewise, specific class days and times are subject to age and skill criteria, if any, established by S24 Labs, LLC.

PAYMENTS and CANCELLATIONS

REGULAR CURRICULUM ENROLLMENTS AND PAYMENTS ARE ON AN EVERGREEN, ONGOING BASIS. The payment collected at the time of registration is credited in full toward the first month’s classes fee. All monthly class payments will transact through auto-pay only (selected credit card or debit card, PayPal, and ACH direct bank pay) and with payment information kept on file. (In select, limited cases only and with special arrangements, a facility manager may approve an alternative payment method.)

After the initial registration payment for the first month of classes, the monthly auto-pay will be set to charge each following month, to the payment method on file, on or about the monthly anniversary of the day when the first class commenced.

Enrollment in regular curriculum group classes requires a minimum of two (2) full months of payments.

CANCELLATION OF AUTO-PAY RENEWAL FOR THE NEXT MONTH MUST MADE IN ADVANCE NO LATER ONE (1) BUSINESS DAY PRIOR TO THE MONTHLY ANNIVERSARY DATE. Users must cancel by logging into their personal S24 Labs account and, in “My Subscriptions,” of the Member area, click on “Cancel Subscription” and complete the process.

Participants in regular class curriculum may be able to switch, subject to approval, from assigned times to an alternative day or time for a class or classes, subject to space availability and to meeting any requirements for that specific session.

Additional programming services (such as, but not limited to, private or semi-private lessons; HitTrax leagues, batting cages, special class programs and events) may require a separate registration process and an annual enrollment fee (which may be waived for regular curriculum class participants in good standing).

First-time registrants of regular curriculum classes only may be eligible to receive a designated S24 Labs training gear kit with pre-selected items at no additional cost, subject to availability. The training gear kit, in all or part, is limited at times in quantities and sizes. If and when available at a later time, the training gear is eligible for distribution only while the athlete remains enrolled as a monthly curriculum participant in good standing. Replacement training gear beyond the designated provided kit may be available at times for order and purchase, subject to availability, directly from the S24 Labs facility operations.

REFUND and CREDIT ELIBIGILITY

ALL PAYMENTS ARE FINAL. Any and all refunds or credits, in part or full, are at the sole discretion of the General Manager of the S24 Labs, LLC facility or the designee or designated event or program organizer.

No refunds or credits for participants who are suspended or expelled from the facility, at the sole discretion of the facility's general manager, or designee, for violations of the Athlete Conduct Policies or other deemed offences.

Missed or late arrival to classes are not subject to refunds or credits.

In cases of facility closings due to inclement weather; national, state or local regulatory health guidelines or actions; or other emergencies, S24 has the sole option, but is not required, to offer (a) alternative times for rescheduled classes attendance, (b) monetary or class credits toward future classes and programs, and/or (c) monetary refunds.

Eligibility for partial credits or refunds may be offered on a pro-rata time basis when due to:

1. Both: (a) a newly-incurred injury or illness that prohibits the registered athlete's participation in the program or class for a time period greater than [2] weeks and (b) with written documentation from a licensed medical clinician prohibiting participation. Returning to program may be subject to availability with no guarantees of timely placement if participant cancels monthly fee payments.
2. Change in permanent residence to another U.S. State from where the facility of registration is located.

Waiver Release Related to (1) Liability of Risks and (2) Covid-19. Last Modified: 06/15/2021

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

1) ACKNOWLEDGE, agree, and represent that I understand the nature of, including but not limited to, Baseball, Softball, Basketball, Soccer, Lacrosse, Football, Volleyball and other competitive sports, and Strength, Speed, and Agility Training activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

2) FULLY UNDERSTAND THAT: including but not limited to (a) Baseball, Softball, Basketball, Soccer, Lacrosse, Football, Volleyball and other competitive contact and non-contact sports, and Strength, Speed, and Agility Training ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (RISKS"); (b) these risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the activity, the condition in which the activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation of that of the minor in the activity.

3) HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE S24 Labs, LLC (DE) (and its associated entities from whom the company leases and/or operates facilities*), their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, vendors, third-party providers of products and services, advertisers, and, if applicable, owner and lessors of premises on which activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATIONS AND I FURTHER AGREE that if, despite the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim.

MINOR RELEASE (ONLY IF PARTICIPANT IS UNDER THE AGE OF 18)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF Baseball, Softball, Basketball, Soccer, Lacrosse, Football, Volleyball and other competitive contact and non-contact sports, and Strength, Speed, and Agility Training ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, CONVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS WAS OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" PR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.

* including The Velo House, LLC (AL), VHT GA, LLC (GA) And Play Ball Sports Academy, Inc (AL).

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. S24 Labs, LLC (DE) (and its associated entities from whom the company leases and/or operates facilities*) (“training facilities”) have put in place preventative measures to reduce the spread of COVID-19; however, the training facilities cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the training facilities could increase your risk and your child(ren)’s risk of contracting COVID-19.

By accepting this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or my child(ren) may be exposed to or infected by COVID-19 by attending the training facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the training facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, training facilities employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren) or (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my own or my child(ren)’s attendance at the training facilities or participation in training facilities programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the training facilities, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the training facilities, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any training facilities program.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT (OR AGREEING) AND HAVE SIGNED IT (OR AGREED) FREELY AND WITHOUT 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 AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS TO BE HELD INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

* including The Velo House, LLC (AL), VHT GA, LLC (GA) And Play Ball Sports Academy, Inc (AL).

S24 Labs

Athlete Conduct Policy

Last Modified: June 15, 2021

All S24 Labs athletes in regular curriculum classes and SOZO programming and activities held in our facilities and at events off-site sponsored by S24 Labs or our designated partner or vendor must abide to these standards at all times.

Athletes are subject to suspension or expulsion for violation(s), as outlined in the Registration and Payment Policies.
[LINK]

Conduct and Expectations

1. I will demonstrate the highest level of sportsmanship at all times.
2. I will treat all fellow S24 Labs' athletes, coaches, umpires/referees, parents, and spectators with dignity and respect, as I would like to be treated, using appropriate language in appropriate tones when interacting with them.
3. I will arrive on time for my designated class times and activities and dressed and prepared appropriately.
4. I will seek to become the best S24 Labs athlete I can trying my hardest in class and activities and in individual practice on my own. I will learn to take correction as a compliment.
5. I will abide at all times by all safety requirements and procedures as set by S24 Labs.

Prohibited Items and Conduct

The following are prohibited in S24 facilities and at other S24 Labs sponsored events and programs:

- Possession, Distribution and/or Use of alcohol, drugs, drug paraphernalia, synthetic narcotics, or non-prescribed medications.
- Possession, Distribution and/or Use of Tobacco Products (this also includes electronic cigarettes or vapor products)
- Weapons of any kind
- Stealing
- Vandalism or Property Destruction
- Hazing or Bullying (physical, emotional, or electronic, such as on social media or texting)
- Any harassment, slurs, or negative or stereotypical expressions, in writing or verbally, as to race, color, religion, age, sex, national origin, disability status, physical or mental attributes or abilities, sexual orientation, or gender identity or expression.

S24 Labs Photo Release Form

Last Modified: June 15, 2021

At S24 Labs, we take photographs and video of athletic coaching and sports performance activities involving our athletes and program participants. By which incidentally, some photographs and video may capture your (if age 18 or older) or your child's participation, directly or indirectly, in our facilities, at events, and at other off-site locations.

These photos and video images, as is and without your inspection, may be published and distributed through platforms of S24 Labs and/or our media distribution partners and vendors: websites, social media pages, streaming and broadcast media and video, news bulletins, billboards, promotional ads and other print and digital purposes and outlets.

With this, we seek for your consent in allowing us to publish photos and video images which may involve you or your child to the said platforms and for no claim of payment.

Prior to the time of publication (without required notifications from us) with times that will vary, you have the right to revoke this general consent stating such with reasonable notice by emailing us at info@S24Labs.com.

Please indicate your response by selecting your choice:

- By checking the box, I signify that I ALLOW the reproduction and publication of my (if age 18 or older) or my child's photos or video images(s), as applicable.
- With the my option not to check the box, I signify that DO NOT ALLOW the reproduction and publication of my (if age 18 or older) or my child's photos or video images(s), as applicable.