PREPARING FOR ALF SUMMER SCHOOL REGISTRATION

Before You Get Started

If you registered for an ALF program in the past, you already created an Active.com account using your email address. You may check if you have an account and update your information by going here: https://campsself.active.com/actionleagueofthefoothills.

If you are new to Action League of the Foothills, we welcome you. You will be setting up an account using the primary parent or guardian's email address. This is done at the end of the registration process; you CANNOT do this ahead of time.

During the registration process, we will ask for information and request that you make selections. You can prepare in advance by pre-reading the language of the choices and gathering the information together in one place.

On the Day of Registration

Go to the "Register" page of the ALFoothills.org website, https://alfoothills.org/programs/summer-school-home/register-for-ss/ and click the red button that says "Register" to enter the registration system. Once there, you will see a list of filters on the left and a list of classes on the right. If you do not filter the information, there will be several pages of classes to scroll through. It's best to filter by the grade level(s) of the student(s) you will be registering to narrow down the list of classes to review. The grade levels show in the title of each class. You can also choose to filter by class period. Closed classes will show "WAITLIST ONLY." If you register for a waitlist class, we will contact you if there is an opening and payment will be due upon acceptance. However, be sure to sign up for another class while waiting for the class. We can easily move the student and class fee, if your child gets into the waitlist class. To learn more about waitlists go to the FAQ page here: https://alfoothills.org/programs/summer-school-home/faqs-summer-school/.

Once you select sessions by choosing the blue "ADD TO CART" button, the classes will show up in your shopping cart at the upper right-hand corner of your screen. We don't recommend adding more classes to the cart than you need as it will prevent other families from registering and may trigger early waitlists. The classes will be held in your cart for 15 minutes while you complete the registration process. When ready to proceed, choose the yellow "CONTINUE" button.

Step 1: ENTER YOUR EMAIL ADDRESS

This is the primary email that will be used as a login for your account and the one used for all communications from ALF. A second parent email can be added later. You will be asked, "You must accept our Terms of Use and acknowledge our Privacy Policy to use our services. Please review and provide your consent."

- ☐ I have read and agree to ACTIVE Network's Terms of Use
- ☐ I have read and agree to ACTIVE Network's Privacy Policy

Check the boxes and choose, "NEXT." WARNING: Sometimes selecting the link to policies in the system will boot you out, requiring you to start over when done reading. It is best to pre-read this information below.

Step 2: PARTICIPANTS & OPTIONS

In this section, you must assign a student to each class in your cart, one at a time, and select "CONTINUE"

Student Information "Who is attending?"

Step 2: PARTICIPANTS & OPTIONS (continued)
List - Student name, date of birth, gender, grade in the fall of 2026
NOTE: It is important to choose the student's date of birth correctly, first month, year, then day or hand-type it, otherwise, it may show the current year. Due to limitations of the system, parents who accidentally type their own birth date rather than their child's may have to re-register.

Parent or Legal Guardian - Check Box
❑ "You are this person's parent or legal guardian. You must be the parent or legal guardian to register someone under 18 years old."
Your friend or neighbor cannot register your child.

Session Option - Check Box, choose, if interested
❑ Donation "If you wish to donate to ALF, check box and enter amount. Thank you for your consideration."
You are under no obligation to do this and you may register without donating to ALF.

Step 3: REGISTRATION FORMS
In this section, enter the student's info, one at a time then "CONTINUE"

Student Information - List
Address, home phone (optional), parent email (same one), grade as of 2026-2027 school year, school attending

Music Students Only - Select Instrument & Rental
Band "Choose Your Instrument" You may pick from the following instruments: baritone, clarinet, flute, French horn, oboe, percussion, alto saxophone, trombone, and trumpet. If you are unsure, select an instrument now and let us know if the instrument choice changes before ALF Summer School begins. You must let us know your final instrument decision no later than the registration closing date of Friday, June 5 at 5:00 PM.

"Action League of the Foothills offers instrument rentals. If you would like to rent an instrument from ALF, please check 'Yes' below and a Rental Fee of $75 will be added to your cart.

RENTAL PROVISIONS:
- Percussion instruments are not available to rent
- The parent agrees to be responsible for any damage or loss of the instrument
- ALF must approve any repair or replacement of an instrument, in advance
- Instruments must be returned on or before the last day of class or immediately if the student is no longer in the program.
- Failure to return an instrument before the deadline of July 10, 2026, will result in a $30 Late Return Fee
- The parent is responsible for providing replacement incidentals (strings, rosin, reeds, oil, cork, grease, etc.)

IMPORTANT - PLEASE NOTE:
ALF has a limited number of instruments for rent. Prepayment for instrument rental does not guarantee an instrument will be available for your student. If an appropriate instrument is not available, this Instrument Rental Fee will be refunded. If you are unsure about renting, you may select 'No' and add it later by contacting us at Programs@ALFoothills.org. Be sure to make this request before Friday, June 5 at 5:00 PM when registration closes."

"Rent an instrument for Summer School? - Yes or No, I will provide an instrument for the student"

Step 3: REGISTRATION FORMS (continued)

Music Students Only - Rental
“Rental Agreement for Summer School - Yes, I agree to the Rental Provisions”
“Parent Initials”

Special Needs - List
"IMPORTANT - Does the student have any SPECIAL NEEDS, physical, behavioral or learning difficulty; ALLERGIES, food or medication; REQUIRED MEDICATIONS; use SPECIAL DEVICES; have an INDIVIDUALIZED EDUCATION PLAN (IEP); have a PERSONAL AIDE during the regular school year; or any other issues that could warrant special help while participating in the program. Please list all that apply or indicate "none" in the box below.”

Emergency Medical Authorization - List
Physician name, address (optional), phone number, two emergency contact names, phone numbers, and relationship

Disaster Release to Friend - Yes or No
“In the event of a disaster, if parents or alternates are not available, my child may be released to an adult familiar to them.”

Photo Release – Yes or No
“I authorize Action League of the Foothills to publish photographs taken of my minor children and their names, for use in the organization's publicity/advertising programs, including but not limited to printed publications, newspaper articles, website and social media.”

Photo Comments - List
To provide details about how your child’s photo or name can or cannot be used by ALF. Most approved student photos are posted on the ALF website without names attached. The Outlook newspaper requires names.

How Did You Hear? - List
“How did you hear about our program? Thank you for providing this. It helps our program.”

Additional Comments - List
“Summer School Comments: Anything else you would like to share with us?” Feel free to ask questions here or tell us anything that will help your child be successful in ALF Summer School.

Parent/Guardian(s) Information - List
Name, date of birth, relationship, cell phone, business phone, email address (same one), name of person with whom the student resides, if different than above.
“All contact from ALF Summer School directly to parents, including emergencies, will be to the primary parent cell phone and/or email* address first. Please provide a number and email where someone can be reached during class hours. *Do not "unsubscribe" from Activenetwork/Active.com or informational emails may not reach you. Contact the ALF Programs Office at Programs@ALFoothills.org or 818-790-2211 if you have trouble with emails from ALF.”

Second Parent/Guardian Information - List
Same as above. This parent will also receive emails from ALF Summer School.

Step 3: REGISTRATION FORMS (continued)
Waivers and Agreements - Read
"Please read the following waivers and agreements carefully. They include release of liability and waiver of legal rights, and deprive you of the ability to sue certain parties. By agreeing electronically, you acknowledge you have both read and understood all text presented to you as part of the registration process."

ALF Waiver - Check
❑ I agree to the ALF Waiver

"EMERGENCY MEDICAL AUTHORIZATION - I am the parent/guardian of the above named student. In case I am unable to be reached during any emergency, I hereby authorize a representative of the Action League/program, pursuant to the provisions of Family Code section 6910, to act as my agent to consent to the giving of any and all medical, dental, hospital or surgical care to the above named student.

I UNDERSTAND that my child must comply with Action League of the Foothills Behavior Standards as detailed on the ALFoothills.org website. Failure to comply could result in exclusion from the program without refund.

I UNDERSTAND that classes are subject to cancellation in case of insufficient enrollment.

I UNDERSTAND that there are NO PROGRAM FEE REFUNDS UNLESS A CLASS IS CANCELLED BY ACTION LEAGUE OF THE FOOTHILLS."

Active Agreement and Waiver - Check Box
❑ I agree to the Active Agreement and Waiver
(see full details on the pages below)

Digital Signature - Sign or type your signature
"By signing my name below, I acknowledge that I have read and agree to all the waivers and agreements that I have selected above."

Step 4: REVIEW CART & CHECK OUT
Order Details, Check Out, Billing Information and Account Creation then "COMPLETE"
If you have a scholarship code, enter it in the space for "coupon" exactly as it reads with no spaces. The cart amount should be adjusted accordingly. If you have a problem with your coupon code, call 818-790-2211 or email Programs@ALFoothills.org.

NOTE: **Rarely,** a user may get stuck on the payment page and the system will not allow them to proceed. If this happens and it is not a mistyped credit card number (see code in red at the top,) it is often a compatibility issue or restrictions from a work-related network. Simply using a different browser or changing from a phone to a computer, can usually fix the problem.

Step 5: CONFIRMATION EMAIL
If you do not get a confirmation email or have any trouble registering, please contact us at 818-790-2211 or Programs@ALFoothills.org. We will respond as quickly as possible.

Updated 2/13/2026 sb

PLEASE NOTE
The Active Network LLC legal requirements are shown below for your convenience. During registration, you will be asked to check that you "agree" to all policies and waivers. Reviewing them BEFORE the day of registration will save you time in the process.

LEGAL REQUIREMENTS BY ACTIVE NETWORK LLC

ACTIVE AGREEMENT AND WAIVER

ACTIVE AGREEMENT AND LIABILITY WAIVER (''Agreement and Waiver'')

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

Though you still need to read the entire document, some of the key points of this Agreement and Waiver are highlighted here:

- The activity for which you are registering (the ''Event'') may be physically challenging and pose a risk of discomfort, illness, injury, and even death. It is your responsibility to ensure that you are in sufficient physical condition to participate in the Event without risk to your health or your life. We do not conduct health or fitness checks on entrants.
- Some Events may pose certain risks to participants and observers. We cannot remove risks to participants and observers and, accordingly, you participate and/or observe at your own risk.
- Where you have registered or entered on behalf of anyone under the age of 18 or have accompanied anyone under the age of 18 to observe the Event, you also agree to the contents of this Agreement and Waiver on behalf of the person under 18.

In consideration of being permitted to register and/or participate in and/or observe the Event, on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you (if relevant under the applicable laws), you understand that:

1. Authority to Register and/or to Act as Agent. You represent and warrant to Active Network, LLC (''Active'') that you have full legal authority and capacity to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are registering (the ''Registered Parties''), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, (a) ''Active'' means and includes Active Network, LLC, its partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with Active singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) ''you'' or ''your'' means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights.

If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into this Agreement and Waiver on his/her behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold Active harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys's fees) of any kind or nature (each, a ''Liability'' and collectively ''Liabilities'') in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against Active, you agree, immediately upon request or demand by Active, to defend, indemnify, and hold Active harmless from all Liabilities which may be incurred as the result of such claim.

2. ASSUMPTION OF RISK. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE EVENT, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY DISCOMFORT, ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE EVENT, DURING THE EVENT, WHILE YOU ARE ON THE PREMISES OF THE EVENT, OR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT. YOU UNDERSTAND THAT, DEPENDING ON THE NATURE OF THE EVENT, PARTICIPATING IN THE EVENT MAY BE HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE IN SUFFICIENT PHYSICAL CONDITION TO PARTICIPATE. IF NEEDED, YOU SHOULD CONSULT YOUR DOCTOR BEFORE PARTICIPATING IN THE EVENT. IF APPLICABLE, YOU ACKNOWLEDGE AND AGREE THAT THE EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. YOU ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT MAY CARRY WITH IT CERTAIN

INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM RISK OF MINOR DISCOMFORT TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING, WITHOUT LIMITATION, RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, TRAFFIC AND CONDITIONS OF ANY ROAD.

3. Representations. You represent and warrant that you are in sufficient physical condition to safely participate in the Event, and have no medical condition that would make your participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and understand that this Agreement and Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services. You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by Active or the Event organizer and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Event and to obey all applicable laws while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities or property. You agree that Event officials may dismiss you, without refund, should your behavior, in the opinion of Active or the Event organizer, endanger the safety of or negatively affect the Event. You understand and agree that you are responsible for taking care of your own personal belongings during the Event and, to the maximum extent permitted by law, neither Active nor the Event organizer is responsible for any personal item or property that is lost, damaged or stolen at the Event. You understand and agree that the Event organizer reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of Event participants and/or spectators or the feasibility of the Event to be held. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment unless authorized and paid by the Event organizer.

4. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE ACTIVE AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE. ACTIVE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, ACTIVE WILL NOT BE RESPONSIBLE FOR (A) THE USE OR THE INABILITY TO USE THE ACTIVE SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE ACTIVE SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY ACTIVE; (D) PERSONAL INJURY; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE ACTIVE SITES; (G) ANY OTHER MATTER RELATING TO THE ACTIVE SITES, OR ACTIVE PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE EVENT. YOU AGREE THAT ACTIVE'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY ACTIVE FROM YOU.

NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING ACTIVES OR THE EVENT ORGANIZER'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.

5. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ACTIVE AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ACTIVE, (B) YOUR USE OF ACTIVE, OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT AND WAIVER AND/OR THE TERMS OF SERVICE LOCATED AT HTTP://WWW.ACTIVENETWORK.COM/INFORMATION/TERMS-OF-USE.HTM.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE'S SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN ''AS IS'' AND ''AS AVAILABLE'' BASIS. ACTIVE MAKES NO WARRANTY THAT ACTIVE SITES' SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. ACTIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ACTIVE DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE ACTIVE SITES. ACTIVE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

7. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

8. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF THE PARTICIPANT IS A MINOR OR INCAPACITATED ADULT, YOU CERTIFY THAT YOU ARE THE PARTICIPANT'S PARENT OR GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT.

9. Applicable Law; Consent to Jurisdiction; Other Jurisdiction-Specific Provisions.

Provisions Applicable to Events Held in Australia: You agree that this Agreement and Waiver is governed by the law of New South Wales and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales for all matters relating to this Agreement and Waiver.

Provisions Applicable to Events Held in Hong Kong: You agree that the laws of Hong Kong will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver shall be the courts of Hong Kong.

You irrevocably grant Active and the Event organizer permission to exhibit, edit, circulate, publish and use your personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)).

This Agreement and Waiver is written in English and Chinese. In case of discrepancies between the two versions, the English version shall prevail.

Provisions Applicable to Events Held in Ireland: You agree that the laws of the Ireland will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver shall be the courts of Ireland.

You agree to release Active, the Event organiser and all or any other Occupiers (''Occupiers'' has the meaning given to the term ''Occupier'' by section 1 of the Occupiers Liability Act, 1995) for the time being from any claims that might otherwise subsist under the Occupiers Liability Act, 1995, to the maximum extent permitted by law.

Provisions Applicable to Events Held in New Zealand: You agree that this Agreement and Waiver is governed by the law of New Zealand and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New Zealand for all matters relating to this Agreement and Waiver.

Provisions Applicable to Events Held in Singapore: You agree that the laws of Singapore will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver shall be the courts of the Republic of Singapore.

Provisions Applicable to Events Held in the United Kingdom: You agree that the laws of England and Wales will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver shall be the courts of England and Wales.
Provisions Applicable to Events Held in the United States of America: You agree that the laws of the State of Texas, United States of America, without regard to the conflict of laws principles thereof, will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver resides in the courts of Dallas, Texas, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Dallas, Texas in connection with any such dispute including any claim involving Active.

TERMS OF USE

Effective Date: May 9, 2024

These Terms of Use are made and entered into by and between you and Active. **"Active"**, **"we"**, **"us"** or **"our"** means either (i) Active Network, LLC, with offices at 3400 N. Central Expressway, Suite 300, Richardson, TX 75080, or (ii) if your billing address is in Canada, The Active Network, Ltd., with offices at Suite 2600, Bentall Centre, 595 Burrard St, PO Box 49314, Vancouver, BC V7X 1L3. **"You"** or **"your"** refers to you, a user of the Site or parent or legal guardian (over the age of 18) if such user is a minor in his or her state of residence. These Terms of Use shall apply to (a) all websites owned and/or operated by Active including without limitation the website on which these Terms of Use are posted and Active's subsidiary and/or affiliate entities, including but not limited to Maximum Solutions, LLC, JumpForward LLC, and Teampages Inc., whether or not referred to directly as Active, as well as mobile versions thereof and social networking service pages and applications (collectively, the **"Site"**), and (b) any and all services available on or through the Site (the **"Services"**). By accessing and/or using the Site, you are expressly agreeing to comply with and be bound by the following Terms of Use and any other policies, rules or guidelines that may be applicable to Services on the Site (**"Additional Terms"**), as well as all applicable laws and regulations. Further, you acknowledge that you have read and understood Active's Privacy Policy located at: **https://www.activenetwork.com/information/privacy-policy** (the **"Privacy Policy"**), which you understand will apply to the processing of your personal information in relation to the Site and the Services.

Active may revise and update these Terms of Use at any time; please periodically review them, because your continued usage of the Site indicates your agreement with any such changes. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting a revised version of these Terms of Use on the Site. If we make any material changes to these Terms of Use, we will endeavor to notify you in advance of such change, by highlighting the change on the Sites or by sending an email to you at the email address that you have registered with us. You can determine when these Terms of Use were last revised by referring to the "Last Updated" legend at the top of these Terms of Use. You should return to this page periodically to ensure familiarity with the most current version of these Terms of Use.

To the extent that there is a conflict between these Terms of Use and the Additional Terms for an event, camp, license, class, ticket, contest, permit, facility/equipment reservation, transaction, sale, membership, reservation, donation, and/or activity for which you are using the Site to register or purchase (each, an **"Event"**), the Additional Terms of use shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms of Use, including any indemnification obligations, warranties, and limitations of liability.

By using or attempting to use the Site, you certify that (i) you are a resident of the United States and are at least 16 years of age or, if under the age of 16, your parent has consented to your use of the Site via our consent mechanism as provided to your parent, or (ii) you are not a resident of the United States and are at least 18 years of age or, if under the age of 18, you have the consent of your parent or guardian (over the age of 18) to use the Site. You also certify that you are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and conditions contained in these Terms of Use, you must stop using the Site immediately.

1. **Registration.**

You may browse the Site and view content without registering, but as a condition to using certain aspects of the Site, you may be required to register with Active and select a password and screen name (your **"registration"**). You are responsible for maintaining the confidentiality of your registration, and you undertake that you shall not disclose your registration to any other person. You shall not (i) select or use as your registration a name of another person with the intent to impersonate that person; (ii) use as your registration a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as your registration a name that is otherwise offensive, vulgar or obscene.

You shall be responsible for all uses of your registration, whether or not authorized by you. You will immediately notify Active in writing of any unauthorized use of your account, or other account related security breach of which you are aware. You also agree to: (i) provide true, accurate, current and complete information about yourself as submitted to Active, and (ii) maintain and promptly update your registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Active has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Active has the right to immediately suspend or terminate your account and refuse any and all current or future use of the Site or Services (or any portion thereof) in its sole discretion.

Active's use of your registration data, together with other personal information, is addressed in the Privacy Policy. To the extent permissible by law, we are not liable for any harm caused or related to the theft or misappropriation of your user name or password due to your failure to take reasonable measures to maintain the confidentiality of your registration, your disclosure of your user name or password, or your authorization of anyone else to use your user name or password. If you have reason to believe that your registration is no longer secure, you must promptly change your password to the Site and immediately notify us of the problem by contacting us at support@active.com. In the event of any dispute between two or more parties as to account ownership, you agree that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

2. **Code of Conduct.**

In connection with User Content (as defined in Section 6 below) and your use of the Site, you agree that you will not, nor permit anyone else to, indirectly or directly:

- upload, post, email, transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- submit information that includes non-public personal or identifying information (including personal data) about another person without that person's explicit consent, where that person is specifically aware that Active will process their information for the purposes envisaged by your disclosure;
- upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- access or attempt to access parts of the Site for which you are not authorized by Active, circumvent or attempt to circumvent any security or password protection on the Site, access the Site by any means other than through the interface that is provided and authorized by Active;
- modify any software for the Site in any manner or form, nor use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Site;
- use the Site or Materials (as defined in Section 3 below) for any unlawful purpose;
- express or imply that any statements you make are endorsed by us, without our prior written consent;
- impersonate any person or entity, whether actual or fictitious, including any employee or representative of Active;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site;
- transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, pornographic, hateful, vulgar or otherwise objectionable, or infringes our or

any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

- use the Site to harm minors in any way;
- engage in spamming or flooding;
- transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
- remove any copyright, trademark or other proprietary rights notices contained on the Site;
- "frame" or "mirror" any part of the Site;
- "stalk" or otherwise harass another;
- link to any page of or content on the Site without written authorization;
- use any robot, bot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine, scrape or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents without our prior written consent, including with respect to any CAPTCHA displayed on the Site. Notwithstanding the foregoing, Active grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Active reserves the right to revoke these exceptions either generally or in specific cases;
- harvest or collect information about Site visitors or members without Active's express consent (which may be contingent upon you obtaining the consent of any such Site visitors or members, in the terms stipulated by Active);
- take any action that imposes or may impose (in Active's sole discretion) an unreasonable or disproportionately large load of data, information, or queries on our (or our third party providers') infrastructure;
- share use of your password or use any passcode or password, regardless of whether or not such passcode or password is unique, to participate in any offer on the Site if you are not the original recipient of such passcode or password;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act; and/or
- violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

The foregoing actions shall constitute a material breach of these Terms of Use.

You acknowledge, consent and agree that Active may access, preserve and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with laws, rules, regulations, or legal process; (b) enforce these Terms of Use; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Active, its users and the public.

You understand that the technical processing and transmission of the Site, including your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Site and software embodied within the Site may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Active and/or content providers who provide content to the Site. You may not attempt to override or circumvent any of the

usage rules embedded into the Site. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Site, in whole or in part, is strictly prohibited.

Should you choose to submit any ideas, suggestions, documents, and/or proposals (**"Submissions"**) to Active through any of its media, you acknowledge and agree that: (a) your Submissions do not contain confidential or proprietary information; (b) Active is not under any obligation of confidentiality, express or implied, with respect to the Submissions; (c) Active shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide; (d) Active may have something similar to the Submissions already under consideration or in development; (e) your Submissions shall automatically become the property of Active without any obligation of Active to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Active under any circumstances.

3. **Ownership and Restrictions on Use.**

The information and materials provided on or through the Site, including any content, data, text, designs, graphics, images, photographs, illustrations, audio and video clips, logos, icons and links (collectively, the **"Materials"**) are owned exclusively by Active or its licensors, and are intended to educate and inform you about the events and other products and services offered or described on the Site. Subject to your compliance with these Terms of Use, you may use the Materials solely for your personal, non-commercial use, provided that you do not remove any copyright or other proprietary notices contained therein. Subject to your compliance with these Terms of Use, we grant you a limited license to use the Site and Materials for your personal use only; provided that you may not use, reproduce, modify, display, publicly perform, distribute, create derivative works of or circumvent any technological measure that effectively controls access to the Site and/or Materials in any way including, without limitation, by manual or automatic device or process, for any purpose. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with Active. Use of the Site and Materials for any purpose other than as expressly authorized in these Terms of Use is a violation of our copyrights and other proprietary rights, and is strictly prohibited.

The Site, including all Site software, databases, proprietary information, documentation, software, contents, computer codes, ideas, know-how and Materials (and all modifications and derivative works thereof and any intellectual property and other rights relating thereto or contained therein) including, without limitation, the selection, compilations, sequence and "look and feel" and arrangement of items, is owned and operated by Active and will remain the exclusive property of Active. You acknowledge that the Site is protected by copyright, trademark and other laws. You further acknowledge that you do not acquire any ownership rights by using the Site or the Materials. You shall not challenge, contest or otherwise impair Active's ownership of the Site and the content therein.The trademarks, logos, and service marks displayed on the Site (collectively the **"Trademarks"**) are the registered and unregistered trademarks of Active and Active's advertisers, licensors, suppliers and others.

The Trademarks owned by Active, whether registered or unregistered, may not be used in connection with any product or service that is not offered by Active, in any manner that is likely to cause confusion with customers, or in any manner that disparages Active. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of Active, Active's licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and Active will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

You may make comparative or other nominative fair use of Trademarks owned by Active in advertising and promotional materials, and in referring to Active's products and services (for example, in a magazine article) without Active's permission, provided you follow standard trademark usage practices and provide proper attribution to Active. Other uses that are not "fair use" require written permission from Active, and absent such express permission, you agree not to use or display the Trademarks owned by Active in any manner. Please make such requests by email to support@active.com; we will evaluate your request as soon as possible.

Trademarks owned by Active include, without limitation, those published and searchable on the United States Patent and Trademark Office located at http://www.uspto.gov at **"Trademarks Search"** and the Canadian Trademark Office at: http://strategis.ic.gc.ca/sc_mrksv/cipo/welcome/welcom-e.html at **"Trade-marks Database"** indicating Active Network, LLC as the identified owner for conducting such search.

4. **Making Purchases.**

If you wish to purchase products or services or register for an Event described on the Site (each, a **"Transaction"**), you will be asked to supply certain information applicable to your Transaction, including, without limitation, credit

card and other information. You understand that any such information will be treated by Active in the manner described in our Privacy Policy. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your Transactions. In addition to these Terms of Use, your Transaction shall be subject to any Additional Terms applicable to such services, features or purchases. Registration for Events may be regulated by certain state, county and city laws or regulations. You acknowledge that complying with any such laws is your responsibility, and YOU AGREE NOT TO HOLD US LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR OUR FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, ANY LAW. WE WILL COMPLY WITH LAW ENFORCEMENT AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT. You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You agree that you will only use credit cards belonging to you or for which you are expressly authorized to use. You further agree that you will not attempt to conceal your identity or location by using virtual private networks (**"VPNs"**) multiple Internet Protocol (**"IP"**) addresses or email addresses. You grant Active the right to provide any information you submit to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

Descriptions or images of, or references to, third party products, services, or Events on the Site do not imply Active's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); to limit the order quantity on any product or service; and/or to refuse to provide any user with any product or service. Verification of information applicable to a purchase may be required prior to Active's acceptance of any order. Price and availability of any product or service are subject to change without notice.

If we are unable to verify or authenticate any information you provide during any registration, ordering, purchase, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or authorize your credit card or bank account information, your event registration may be cancelled, we may refuse to honor all pending and future purchases made on such credit card accounts and/or on any online accounts associated with such credit card accounts, and you may be prohibited from using the Site. Charges and Billing. The Site may require payment of access fees. By registering for the Site, you hereby authorize Active to charge your credit card in advance for all applicable fees incurred by you in connection with your chosen service, purchase or registration for your account. You hereby understand and agree that in most cases, Active will be charging your designated credit card in accordance with the payment schedule of the Transaction, Service or Event for which you have registered, but some service fees may accumulate on your credit card account before they are actually charged to your credit card. You further understand and agree that it is your responsibility to notify Active of any changes to your credit card or if your credit card has expired, otherwise your access to the Service may be disconnected or interrupted. You shall additionally be responsible for and shall immediately pay Active, on demand, any payments that are made to us that are subject to an unjustified, subsequent reversal. Unless indicated otherwise, all fees shall be paid in U.S. dollars.

Active reserves the right to change any fees (which includes but is not limited to, charging a fee for packages, options, upgrades and/or a Service for which Active does not currently charge a fee) or billing methods at any time, provided, however, that such modifications shall not take effect earlier than thirty (30) days after Active posts such modification on the Site. Active also has the right to collect applicable taxes and impose premium surcharges for some areas of the Service and these surcharges may apply immediately after you register for the associated service. You may cancel your account or any associated optional or upgraded services therefore at any time, but Active will not refund any remaining portion of your pre-paid fees and you may be charged an additional cancellation fee.

You agree to pay your account balance on time. You also agree to pay any taxes, including sales or use taxes, resulting from your Transaction or use of the Service. Amounts not paid by you to Active when due will be assessed an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month if your payment is more than thirty (30) days past due. That amount is also due immediately. You are responsible and liable for any fees, including attorneys' and collection fees, that Active may incur in its efforts to collect any remaining balances due

from you. These Terms of Use shall in no way limit any other remedies available to Active. You also understand and agree that you will be billed for and will pay any outstanding balances if you cancel your account or your account is terminated. You must notify Active of any billing problems or discrepancies within sixty (60) days after they first appear on your credit card account statement. If you do not notify Active within sixty (60) days, you waive any right to dispute such problems or discrepancies.

Parties other than Active provide services, or sell products or access to their Events on the Site. You may order services or merchandise through the Site from other parties not affiliated with Active (**"Seller"**). All matters concerning the merchandise and services desired from a Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and Seller. Active makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. You will not consider Active, nor will Active be construed as, a party to such transactions, whether or not Active may have received some form of revenue or other remuneration in connection with the transaction. You agree that Active will not be liable for any costs or damages arising out of such transactions, either directly or indirectly. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals. Active does not assume any responsibility or liability for the actions, product or content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use. It is the responsibility of the Event organizer to communicate its refund policy to you and to issue refunds to you via the Site or otherwise. You understand and agree that Event organizers reserve the right to cancel Events for various reasons, including, without limitation, in the event of weather events (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that would affect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of your payment unless authorized by the Event organizer. If you want to request a refund, you must request the refund directly from the Event organizer. To the extent that an Event is cancelled or does not meet your expectations for any reason, you must contact the Event organizer and your sole and exclusive remedy with respect to the Event is with the Event organizer and not with Active. All communications or disputes regarding refunds are between the Event organizer and you. Active will not be responsible or liable in any way for refunds, errors in issuing refunds or lack of refunds in connection with an Event. In addition, Active is not responsible for the truth or accuracy of any listings by Event organizers or the ability of any Event organizer to perform, hold an Event, or complete a transaction. Notwithstanding the foregoing, you may report the misconduct of Event organizers and/or third parties in connection with the Site or any Services to us, and we, in our sole discretion, may investigate the claim and take action.

Donations. When you make a donation, Active receives a fee for the use of our technology without any additional charge to you. Donations collected by Active will be sent in regular intervals to the designated charitable organization in accordance with contract and applicable law, less Active's fee. Any refunds shall be exclusively and directly handled by the designated charitable organization. Active shall not be responsible for processing or making any refunds.

5. **Information Provided by Active.**

Although Active strives to provide Materials that are both useful and accurate, the nature of the data and other information contained on the Site are subject to frequent change. In addition, the facts and circumstances of every situation differ. Accordingly, although Active endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete.

In addition, portions of the Materials have been contributed to the Site by various artists, sports teams and other persons. The inclusion of such information does not indicate any approval or endorsement thereof, and Active expressly disclaims any liability with respect to the foregoing.

6. **Forums and User Content.**

Active and its designees may host message boards, blog feeds and other forums found on the Site (collectively, the **"Forums"**), and you may have the ability to provide or upload to the Site creative suggestions, ideas, notes, concepts, information, content, audio recordings, videos, photographs, graphics, artwork or other copyrighted works and materials (collectively, **"User Content"**).

By sending or transmitting User Content to Active, or by posting such User Content to any area of the Site, YOU GRANT US AND OUR DESIGNEES A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, UNLIMITED, TRANSFERABLE, FULLY SUBLICENSEABLE (THROUGH MULTIPLE TIERS), ASSIGNABLE, ROYALTY-FREE, FULLY PAID UP, IRREVOCABLE RIGHT AND LICENSE TO USE, REPRODUCE, DISTRIBUTE (THROUGH MULTIPLE TIERS), MODIFY, ADAPT, COMBINE WITH

OTHER WORKS, CREATE DERIVATIVE WORKS OF, PUBLICLY PERFORM, DISPLAY, STORE, DIGITALLY PERFORM, PUBLISH (ON THE SITE, ON ANY OTHER WEBSITE(S), IN PRINT, RADIO, TELEVISION OR ELSEWHERE), MAKE, HAVE MADE, SELL, OFFER FOR SALE, IMPORT AND COMMERCIALIZE USER CONTENT, OR ANY PORTION THEREOF, IN ANY MANNER AND CONTEXT (INCLUDING BUT NOT LIMITED TO USAGE IN COMMERCIAL, ADVERTISING OR PROMOTIONAL MATERIALS), NOW KNOWN OR IN THE FUTURE DISCOVERED, IN ACTIVE'S SOLE DISCRETION, IN ANY WAY, IN ANY AND ALL MEDIA NOW KNOWN OR HEREINAFTER DISCOVERED, WITHOUT LIMITATION AND WITHOUT ANY COMPENSATION OR ACKNOWLEDGMENT TO YOU OR ANY THIRD PARTY. To the extent permitted by law, you specifically waive any "moral rights" in and to the User Content. The foregoing grant includes without limitation, any copyrights and other intellectual property in and to your User Content. To the extent permitted by law, none of the User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. If you have any User Content that you would like to keep confidential and/or do not want others to use, do not post it to the Site. ACTIVE IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU POST TO THE SITE.

If Active does decide, in its sole discretion, to attribute User Content to you, you hereby grant Active the right to use your member name with respect to such attribution, and hereby completely and irrevocably release and forever discharge us from and waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your member name. For clarity, the foregoing license grant to Active does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to the material in your User Content, unless otherwise agreed in writing.

You further acknowledge that Active (a) is under no obligation to post, display or otherwise use any User Content, and (b) has no obligation whatsoever to pay you any royalty or other amounts on any revenues or other consideration that Active receives directly or indirectly from the use or display of your User Content or otherwise from the exercise of Active's rights granted under these Terms of Use. You hereby agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Active or its owners/operators, affiliates, and/or licensors, or any other person, on the grounds that any use of User Content, or any derivative works thereof, infringe any of your rights as creator of the User Content, including, without limitation, trademark rights, copyrights, publicity rights, privacy rights and moral rights.

Information on our Forums may be provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with Active. You acknowledge that a large volume of information is available in our Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, offensive, indecent, objectionable, obscene, threatening, harassing or encourages any such conduct, or that otherwise violate any of the Codes of Conduct, and you hereby completely and irrevocably release and forever discharge us from and waive, any legal or equitable rights or remedies you have or may have against Active with respect thereto. We neither endorse nor are responsible for such messages or statements, or for any opinion, advice, information or other utterance made or displayed on the Site or Forums by third parties, whether such third parties are visitors to the Site, members of the Active community or others. The opinions expressed in the Forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of Active. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained through the Site. If notified by a user of User Content that allegedly does not conform to these Terms of Use, Active may in its sole discretion investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Content.

You shall be solely responsible for your own User Content and the consequences of posting or publishing them. In connection with User Content, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to the User Content and to grant the rights and licenses to Active under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all User Content in the manner contemplated by the Site and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of such person in the manner contemplated by the Site and these Terms of Use or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all local rules regarding online conduct and acceptable User Content. You also agree to comply with all applicable laws regarding

the transmission of technical data exported from the United States or the country in which you reside. You acknowledge and agree that we have the right to disclose such User Content and the circumstances surrounding their transmission to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

Active reserves the right to delete from the Site any User Content, postings or member names and will cooperate fully with any law enforcement officials and/or agencies in any investigation, up to and including complete and immediate termination of your registration and/or accounts with Active. You acknowledge that Active may or may not pre-screen User Content, but that Active and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is available via the Site. Without limiting the foregoing, Active and its designees shall have the right to remove any User Content that violates these Terms of Use or is otherwise objectionable, as determined in their sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content created by Active or submitted to Active, including without limitation information in Active's message boards and in all other parts of the Site.

7. **Links.**

As a convenience to our members, we may provide links to third-party web sites. If you use these links, you will leave the Site. Your dealings with third parties through links to such third party websites or applications are solely between you and such third party. Unless otherwise explicitly stated, Active is not responsible for the content, goods or services provided on or through such websites, any updates or changes to such sites, for your use or inability to use such sites, or the privacy or other practices of such sites, and the fact that Active offers such links does not indicate any approval or endorsement of any material contained on any linked site. The linked sites are not under our control, and we make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links. Active expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website or application. You hereby completely and irrevocably release and forever discharge us from and waive any claim you might have against Active with respect to such sites.

Active and/or third parties may, from time to time, send email messages to you containing advertisements, promotions, etc. pursuant to our Privacy Policy. Active makes no representation or warranty with respect to the content of any such email messages or any goods or services which may be obtained from such third parties, and you agree that, to the extent permitted by law, neither Active nor such third party shall have any liability with respect thereto. You agree not to forward or otherwise onwardly transmit any such email messages to other persons who are not named recipients of the original email.

YOU AGREE THAT YOUR USE OF INTERNET WEBSITES AND RESOURCES NOT CONTROLLED BY ACTIVE, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

8. **Access By Minors.**

Active encourages parents to use appropriate parental discretion in determining whether to grant authorization to minor children to access the Site. Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on external websites, two of which include GetNetWise (**http://www.getnetwise.org/**) and OnGuard Online (**http://onguardonline.gov/**). Please note that Active does not endorse any of the products or services listed at such websites.

9. **Rules for Sweepstakes, Contests and Games.**

In addition to these Terms of Use, any sweepstakes, contests, games or similar promotions (collectively, **"Promotions"**) made available through the Site may be governed by specific rules that are separate from these Terms of Use. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. Active urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our **Privacy Policy.**which, in addition to these Terms of Use, governs any information you submit in connection with such activities. To the extent such rules conflict with these Terms of Use, such rules shall control with respect to the particular Promotion.

10. **Termination.**

These Terms of Use shall remain effective until terminated as set forth herein. We reserve the right to immediately terminate these Terms of Use, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause, including but not limited to repeated unauthorized postings of copyrighted works. Upon termination of these Terms of Use, your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Active may immediately deactivate or delete your password and user name, and all related information and files associated with them, and/or bar any further access to such information or files. You agree that Active shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

11. **Suspected Violation of these Terms or Law; Injunctive, Equitable Relief, and Liquidated Damages.**

Violations of these Terms of Use, including unauthorized use of the Site, may be investigated and appropriate legal action may be taken, including without limitation civil, criminal and injunctive redress. You understand and agree that in Active's sole discretion, and without prior notice, Active may terminate and block your access to the Site or to Active's other services, cancel your event registration, refuse to honor pending and future purchases made from all credit card accounts or online accounts Active believes may be associated with you, cancel an event registration associated with any person acting or believed to be acting in concert with you, remove any unauthorized User Content or exercise any other remedy available, if Active believes that your conduct or the conduct of any person with whom Active believes you act in concert, or the User Content you provide, or any resale of such event registrations purchased through Active, violates or is inconsistent with these Terms of Use or the law, or violates the rights of Active, a customer of Active or another user of the Site. Violating any limitations or terms on the Site, including but not limited to utilizing automated means to process or place event registrations that exceed the stated limit will be deemed to be a material violation of these Terms of Use.

You agree that monetary damages may not provide a sufficient remedy to Active for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations.

You agree that abusive use of the Site, as defined above, causes damage and harm to Active in the form of, among other things, impaired goodwill, lost sales, and increased expenses associated with responding to abusive use of the Site. You further agree that monetary damages for abusive use of the Site are difficult to ascertain and that proof of monetary damages for abusive use would be costly and difficult to calculate. Accordingly, you agree that liquidated damages are warranted for abusive use. Therefore, you agree that if you, or others acting in concert with you, alone or collectively request more than 1,000 pages of the Site in any twenty-four hour period, you, and those acting in concert with you, will be jointly and severally liable for liquidated damages in the amount of twenty-five cents ($0.25) per page request each time that a page request is made after that first 1,000 during that twenty-four hour period. You acknowledge that: (a) Active has a valid interest in ensuring proper use of the Site; (b) this provision is reasonably tailored to that purpose; and (c) that the liquidated damages amount is a reasonable approximation of the costs and damages that Active would incur as a result of such action by you or others acting in concert with you.

Active is not required to provide any refund to you if it exercises any of its rights or remedies because you have violated these Terms of Use or any of Active's rights. Additionally, Active reserves the right, in its sole discretion, to modify, suspend or discontinue any part of this Site at any time, with or without notice to you. Active also reserves the right, in its sole discretion, to impose limits on certain features and services and to restrict access to the Site without notice to you. Active shall not be liable to you or any third party for any claim or cause of action arising out of its exercise of the foregoing rights.

12. **Disclaimers**.

THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ACTIVE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE MATERIALS, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

THE INFORMATION ON THE SITE OR OTHERWISE IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER ACTIVE NOR MEMBERS OF THE SITE, WHILE SUCH MEMBERS ARE PARTICIPATING IN ACTIVITIES ON THE SITE, ARE ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING OR OTHER PROFESSIONAL SERVICES OR ADVICE. ACTIVE ENCOURAGES YOU TO SEEK APPROPRIATE PROFESSIONAL ADVICE OR CARE FOR ANY SITUATION OR PROBLEM WHICH YOU MAY HAVE. IN PARTICULAR, THE ACTIVITIES AND EXERCISES DESCRIBED IN TRAINING PROGRAMS AND ARTICLES ON THE SITE CAN BE DANGEROUS AND MAY RESULT IN INJURY OR DEATH. YOU SHOULD CONSULT WITH A LICENSED PHYSICIAN BEFORE PARTICIPATING IN ANY OF THE ACTIVITIES DESCRIBED ON THE SITE.
IN MOST INSTANCES, THE ABILITY OF ACTIVE TO PROVIDE SERVICES IS DEPENDENT UPON A TELECOMMUNICATIONS NETWORK OR THE INTERNET, WHICH MAY NOT BE FULLY SECURED, AS WELL AS GOODS AND SERVICES PROVIDED BY VARIOUS OTHER VENDORS AND THIRD PARTIES. ACTIVE DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THE SITE WILL MEET YOUR REQUIREMENTS, THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, OR THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL CONNECTIVITY OR INTERNET SERVICE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF ACTIVE, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. ACTIVE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ACTIVE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ACTIVE AND/OR ITS AFFILIATED PARTIES OR ON OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.
The Site, Materials or Forums may include inaccuracies or errors, or information or materials that violate these Terms of Use. Additionally, unauthorized alterations may be made by third parties to the Site, Materials or Forums. Although we attempt to ensure the integrity of the Site, we make no guarantees as to the Site's completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, please contact us at support@active.com with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the Section on "Claims of Copyright Infringement" above.
13. **Limitation of Liability.**
TO THE GREATEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER ACTIVE NOR ANY OF ITS AFFILIATES, SHAREHOLDERS, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE, ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. WITHOUT LIMITING THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ACTIVE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (I) THE USE OR THE INABILITY TO USE THE SITE, PRODUCTS, SERVICES OR ANY LINKED SITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE OR ANY LINKED SITE; (III) USE BY YOU OF ANY TRAINING PROGRAM OR ANY OTHER PRODUCT PURCHASED THROUGH ACTIVE; (IV) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY ACTIVE; (V) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT WHETHER OR NOT ARISING

FROM THE NEGLIGENCE OF ACTIVE; (VI) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (VII) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR ANY LINKED SITE; (VIII) ANY FAILURE OF ANOTHER USER TO THE SITE TO CONFORM TO THE CODE OF CONDUCT; (IX) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE; (X) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS; MALICIOUS SCRIPTS; OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; (XI) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITE; (XII) ANY FAILURE OF AN EVENT ORGANIZER TO HONOR A REGISTRATION; (XIII) THE QUALITY, SAFETY OR LEGALITY OF EVENTS ADVERTISED ON THE SITE; (XIV) THE TRUTH OR ACCURACY OF ANY CONTENT OR EVENT LISTINGS ON THE SITE; AND/OR (XV) ANY OTHER MATTER RELATING TO THE SITE, OR ACTIVE PRODUCTS OR SERVICES. THE MAXIMUM TOTAL AGGREGATE LIABILITY OF ACTIVE, ITS AFFILIATES, SHAREHOLDERS, LICENSORS, SUPPLIERS, ADVERTISERS AND SPONSORS, AND ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND OTHER REPRESENTATIVES, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ALL DAMAGES, LOSSES SUFFERED BY YOU AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF THE TOTAL AMOUNT OF MONIES RECEIVED BY ACTIVE FROM YOU OR $100 USD.

CERTAIN U.S. STATE AND NON-U.S. NATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14. **Indemnification.**

You agree to indemnify, defend and hold Active and its affiliates, licensors, suppliers, advertisers and sponsors, and their respective directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use, including any violation of the Code of Conduct, above; (b) any allegation that any User Content or other materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (c) your activities in connection with the Site; and/or (d) termination of your access to the Site.

15. **Arbitration Agreement.**

(a) Except as prohibited by law, each party to these Terms of Use agrees that any claim, controversy or legal dispute arising out of or relating to these Terms of Use (hereinafter, a **"Dispute"**) will be resolved through binding arbitration administered by JAMS. If JAMS is not available in the state or jurisdiction in which you reside, then the Dispute will be resolved through binding arbitration administered by the American Arbitration Association (the **"AAA"**). This arbitration agreement is intended to be broadly interpreted and includes claims, controversies or disputes arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, all of which shall be considered within the definition of **"Dispute"**. THE PARTIES UNDERSTAND THAT, EXCEPT AS EXPLICITLY SET FORTH TO THE CONTRARY HEREIN, THEY ARE WAIVING ANY RIGHT TO A JURY TRIAL WITH RESPECT TO DISPUTES. However, Active may not invoke its right to arbitrate any individual claim that you bring in small claims court, as long as it is brought and maintained as an individual claim. Notwithstanding the above, we both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. Each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms of Use must be filed within two (2) years after such claim or cause of action arose or be forever barred.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (**"Notice"**). Any Notice to us should be addressed to: Chief Legal Officer, c/o Active Network, LLC, 717 North Harwood Street, Suite 2500, Dallas, TX 75201 (**"Notice Address"**). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (**"Demand"**). If we and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, either party may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled. After we receive notice at the Notice Address that you have commenced arbitration, we will promptly

reimburse you for your payment of the filing fee up to $350, unless your claim is for greater than $50,000 (as described further below).
(c) The arbitration will be conducted under and governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the AAA (collectively, the **"AAA Rules"**), except as specified in or modified by these Terms of Use. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Section 15. All issues are for the arbitrator to decide, except that issues relating to the scope of the arbitration provision are for the court to decide (as described further in subsection (d) below). The rules promulgated by the AAA concerning class arbitration shall not apply. For any non-frivolous claim that does not exceed $50,000, we will pay all costs of the arbitration (i.e. the JAMS filing and administration fee and the arbitrator's fee) up to $350 for an arbitration initiated in accordance with this arbitration agreement. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies we previously disbursed that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than $50,000 in damages, the payment of these fees will be governed by the AAA rules.
(d) Notwithstanding the AAA Rules, the foregoing or any other provision of these Terms of Use (including the arbitration agreement), any disagreement or dispute concerning arbitrability (whether a particular Dispute is arbitrable) or the scope of this arbitration agreement shall be resolved by, if your billing address is in Canada, the Supreme Court of British Columbia, or otherwise, by the United States District Court for the federal district in which you reside; provided that if that United States District Court lacks subject matter jurisdiction, then any such disagreement or dispute shall be resolved by the state court of general jurisdiction embracing the area in which you reside. By way of example only (and not by limitation), if the parties do not agree on whether a particular Dispute is subject to arbitration under this arbitration agreement, the proper tribunal to decide such Dispute is the United States District Court (for the appropriate district, as provided above) or, absent subject matter jurisdiction in that United States District Court, in the appropriate state court (as described above). The arbitrator shall stay all arbitration proceedings pending a decision from the appropriate court on disputes under this subsection (d). The arbitrator shall follow, adhere to and defer to the decision, order, decree or judgment of the court following the court's decision of any such dispute under this subsection (d). Any action, award or partial award of the arbitrator in contravention of this limitation may be the subject of court appeal by the aggrieved party. No other aspect of any ruling by the arbitrator shall be appealable, and all other aspects of the arbitrator's ruling shall be final and non-appealable, except as set forth herein.
(e) WAIVER OF CLASS-WIDE PROCEEDINGS: You agree that, by entering into these Terms of Use, you and we are each waiving the right to participate in a class action or class arbitration. Each party to these Terms of Use agrees and covenants that it will not initiate any class-wide proceedings, including class actions or class arbitrations, against another party, and will not act as a class representative or class member. This provision constitutes an agreement that any Dispute will be resolved exclusively on a bilateral basis between the parties, with each party acting in his/her/its individual capacity. Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason the prohibition on class arbitration in this subsection (e) is not or cannot be enforced, then the agreement to arbitrate will not apply.
(f) These Terms of Use evidence a transaction in interstate commerce, and thus the Federal Arbitration Act (the "FAA") governs the interpretation and enforcement of this provision. Texas state law and procedures concerning arbitration shall apply to these Terms of Use only to the extent that they do not conflict with and are not inconsistent with the FAA. This arbitration agreement shall survive termination of these Terms of Use.
(g) Unless both parties agree otherwise, any arbitration hearings will take place in the Dallas, Texas, or another location mutually agreeable to the parties. Subject to the terms of this arbitration agreement, all Disputes shall be decided by a single arbitrator, who shall be either: (1) a retired federal judge; (2) a retired state court judge who sat on a trial court or appellate court for at least five (5) years; or (3) an attorney admitted to practice in the state in which the Dispute will be resolved for at least twenty-five (25) years with no disciplinary history. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS

(or the AAA, as applicable) and request selection of an arbitrator in accordance with the applicable AAA Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted.

(h) This arbitration agreement is not intended to modify or limit the remedies available to either party, including the right to seek interim relief, such as injunction or attachment, through judicial process, which will not be deemed a waiver of the right to demand and obtain arbitration. Any Dispute that is not arbitrated, including any judicial action to enforce this arbitration provision will be litigated exclusively in, if you reside in Canada, the Supreme Court of British Columbia, or otherwise in the United States District Court for the federal district in which you reside, and the parties hereby consent and submit to the jurisdiction and venue of such court; provided that if that United States District Court lacks subject matter jurisdiction, then any such disagreement or dispute shall be resolved by the state court of general jurisdiction embracing the area in which you reside.

(i) The arbitrator shall have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; provided, however, that in no event shall the right to discovery granted to the parties to these Terms of Use exceed ten (10) interrogatories, twelve (12) documents requests, two third-party subpoenas, and one deposition (of not more than four hours), per side. The parties may submit such pre-arbitration and post-arbitration briefs (including briefs during arbitration) as they choose, provided that no party shall submit briefing exceeding a reasonable page limitation to be set by the arbitrator. In the event any party submits a motion, the arbitrator shall consider the motion and either deny it or request opposition briefing by the non-moving party, which shall not be required until requested by the arbitrator. The arbitrator may not grant a motion without allowing the opposing party an opportunity to oppose. The total length of the arbitration hearings on the merits shall not exceed 10 hours of hearing time, to be divided equally between the opposing sides. All discovery shall be completed no later than sixty (60) days after appointment of the arbitrator. The hearing shall be concluded no later than one hundred eighty (180) days after appointment of the arbitrator, unless the arbitrator's schedule requires a later hearing. The arbitrator may only extend these limits at the request of a party when the arbitrator finds exceptional cause for the extension. The parties may extend these limits by mutual agreement.

(j) The arbitrator shall be required to issue a written arbitration decision including the arbitrator's essential findings, conclusions and a statement of award. Except as set forth herein, the arbitrator shall have exclusive authority to resolve all Disputes.

16. **Connectivity; Mobile.**

Normal carrier charges and taxes may apply to any Materials you access from the Site. Active is not responsible for any surcharges you incur from your cell phone or internet service provider as a result of the use of the Site. With respect to mobile versions or applications, your carriers' normal rates and fees, including text messaging and data fees may apply to your use of the Site or Services. In the event you change or deactivate your mobile telephone number, you will endeavor to update your account information within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

17. **Applicable Law.**

You and Active agree that (i) for users in Canada, the statutes and the laws of British Columbia, without regard to the conflict of laws principles thereof, will apply to all matters relating to the use of the Site and (ii) for all other users, the statutes and laws of the State of Texas, without regard to the conflict of laws principles thereof, will apply to all matters relating to use of the Site.

18. **U.S. Export Controls.**

This Site and software derived from this Site is further subject to United States export controls. No software from this Site may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Site or any software derived therefrom, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

19. **Privacy.**

We believe that your privacy and the privacy of all our users are important. These Terms of Use should be read alongside our Privacy Policy, which is a non-contractual document providing important information about how your personal information is used. Please carefully review our **Privacy Policy.**Whilst the Privacy Policy does not create contractual obligations for either Active or you, you acknowledge and agree that, to the extent permitted by law,

any disputes related to our **Privacy Policy**, including any breaches in security or privacy (and statutory obligations relating to security or privacy), will be subject to the limitations on liability contained in these Terms of Use. By registering for and participating in a sports Event, you understand and agree that your activity or event, or other results may be posted by the Event organizer. If you would prefer that your results not be posted or be taken down, you must contact the organizer of the Event directly, and Active is not responsible for the posting or removal of such information. Active will not be responsible or otherwise liable for any use or disclosure of your contact information, or financial information, by a third party to whom Active is allowed to disclose your contact information under the **Privacy Policy.**If you post any User Content to the Site, by email or otherwise, we will treat it as non-confidential and non-proprietary to you. When we say in these Terms of Use "post" we mean the provision of information to the Site through features of the Site that are used to make information available to other members of the public (e.g., user reviews, bulletin/message boards, chat rooms, etc.). User Content is outside of the scope of the **Privacy Policy**and may be publicly displayed and disclosed and otherwise used by Active or any third party in any way. By posting User Content to the Site, you authorize us to use or allow others to distribute, reproduce or otherwise use such User Content. You should not post information about yourself on the Site that can be used to identify or contact you, including, but not limited to, your name, home or work address, phone numbers, email address or other such information. If you post such information, Active cannot prevent it from being used in a manner that violates these Terms of Use, the law, or your personal privacy and safety. By posting such information on the Site, you violate these Terms of Use, and you assume the risks and sole liability for the results of such posting.

20. **Questions.**

If you have any questions, comments or complaints regarding these Terms of Use or the Site, feel free to contact us at: support@active.com.

21. **Notice Regarding Electronic Commercial Services for California Users.**

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

22. **Notice.**

Active may provide you with notices, including those regarding breaches of security, by email, regular mail or postings on the Site. All notices from you to Active must be sent to Active Network, LLC, 3400 N. Central Expressway, Suite 300, Richardson, TX 75080 or **support@active.com**and such notices will be deemed received the next day if sent via email, overnight mail or courier or three (3) days after deposited in the mail sent certified or registered.

23. **Miscellaneous.**

Active may assign its rights and obligations under these Terms of Use and upon such assignment, Active may be relieved of any further obligation hereunder. You may not assign any of your rights or obligations under these Terms of Use. Any assignment in violation of these terms is void.

Rights and obligations under these Terms of Use which by their nature should survive will remain in full effect after termination or expiration of the Terms of Use.

You represent to Active that you have the authority to register with Active according to these Terms of Use. The failure of Active to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Active may provide you with notices, including those regarding changes to these Terms of Use and notices regarding breaches of security, by email, regular mail or postings on the Site. Except for certain Active licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use. If any provision of these Terms of Use is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of these Terms of Use (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and these Terms of Use shall be deemed amended accordingly. We may translate these Terms of Use, our Privacy Policy or any other operating rules, policies and procedures that may be published from time to time on the Site into other languages for your

convenience. The English language version of each of these documents is the version that governs your use of the Site and in the event of any conflict between the English language version and a translated version, the English language version will control. A printed version of these Terms of Use and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

ACTIVE NETWORK PRIVACY NOTICE

ACTIVE Network Privacy Notice
Last Updated: July 11, 2024

Active Network, LLC ("Active," "we," "us," "our") is a leading provider of activity and participant management solutions (collectively, our "Solutions"). Cities, universities, summer camps, fitness chains, endurance competition and athletic organizations, and other clients use our Solutions, including but not limited to ACTIVENet and ACTIVEWorks Endurance, to register participants for their events ("Events"), to collect and maintain important information about their participants, to communicate with their participants, and to collect payments from their participants. We also maintain a publicly accessible website, Active.com, that enables fitness and recreation enthusiasts to search for or browse events hosted by our clients using event location, event type, event date, or other relevant criteria as filters; to register for events that interest them; to participate in like-minded communities; and to track their event registrations and results. This Privacy Notice ("Notice") describes how Active and our subsidiaries and affiliates collect and process personal information from and about subscribers and visitors to and users of our websites and branded social media pages ("Sites"), our web-based and mobile applications ("Apps"), our email communications and newsletters, and any of our Solutions that link to or expressly reference this Notice.

If you are an end user of our Sites, Apps, or Solutions, then our privacy practices may vary depending on the nature of your interactions with us and the jurisdiction in which you are located. Depending on the Sites, Apps, or Solutions with which you interact, Active may collect and process personal information from or about you for its own purposes, or it may do so exclusively for its clients' purposes, in accordance with Active's contract terms with them. If you interact with us through a client who has purchased an Active Solution to facilitate the management of their events, then that client may be a "data controller" for your personal information, and you should consult their privacy notice, in addition to this one. This Notice does not describe how our clients may use your personal information when they act as a data controller with respect to such personal information, and Active will redirect any inquiries that you make about client processing activities to the appropriate client.

If you are a client, please note that information about our disclosures, transfers and other processing of your personal information is described in your contract with Active and in the documentation provided to you at or before onboarding. For clients, this Notice therefore acts a supplement, not a replacement, to that documentation, and it relates specifically to the personal information we collect through our Sites.

For some products and services, and in certain specialized contests, we will provide additional privacy notices before collecting your personal information. For example, Active maintains specific privacy notices for job applicants, employees, and contractors, which are made available to those individuals in the proper context. Moreover, please be aware that not all of the information in this Notice will be directly applicable to our handling of your personal information. This Notice provides an overview of the possible circumstances in which we may interact with your personal information. If you have any questions, you may contact us at privacy@activenetwork.com or by using the methods provided in the "Contact Us" section below.

The remainder of this Notice is organized as follows:

PERSONAL INFORMATION WE COLLECT AND OUR BUSINESS PURPOSES FOR COLLECTION
OUR PROCESSING OF SENSITIVE PERSONAL INFORMATION
PERSONAL INFORMATION EVENT ORGANIZERS COLLECT ON ACTIVE
HOW WE DISCLOSE PERSONAL INFORMATION TO OUR SERVICE PROVIDERS AND OTHER PARTNERS FOR OUR BUSINESS PURPOSES
HOW WE DISCLOSE PERSONAL INFORMATION TO THIRD PARTIES FOR THEIR OWN BUSINESS PURPOSES
COOKIES AND OTHER TRACKING TECHNOLOGIES
THIRD-PARTY ADVERTISING

TRANSFERRING PERSONAL INFORMATION GLOBALLY
HOW WE PROTECT AND STORE PERSONAL INFORMATION
MORE INFORMATION ABOUT MARKETING, PROFILING AND AUTOMATED DECISION-MAKING
YOUR LEGAL RIGHTS
CHILDREN
CHANGES AND UPDATES
CONTACT US
REGION-SPECIFIC INFORMATION

PERSONAL INFORMATION WE COLLECT AND OUR BUSINESS PURPOSES FOR COLLECTION

Personal information is information that identifies or relates to an identifiable individual. Through our Sites, Apps, and Solutions, subject to your consent if required by law, we may collect the following personal information for the business purposes listed in the table below:

Sources of Personal Information	**Categories and Types of Personal Information We Collect**	**Business Purposes and Legal Bases for Collecting Your Personal Information**
From you or an EventOrganizer when you **create an account or register for an Event** using our Sites	• **Identifiers** • **Sensitive Personal Information** (including login credentials and payment and financial account information) • **Internet/electronic activity** • **Commercial information** • **Professional or employment related information** • **Inferences** • **Geolocation** For most Events, we collect first and last name, email address, physical address, phone number, personal description or preferences, contact information of a friend (when you share this personal data with us), Event results, transaction information including payment information, and purchase history. For account creation we may also collect your date of birth, account credentials including password, and marketing and subscription preferences.	We use this information to contact you, process your order, manage payment, manage any contact you have with us about your purchase, analyze your personal characteristics and identify and recommend appropriate Events, for profiling and analytics (See "Explaining more about Marketing, Profiling and Automated Decision Making" section below for more detail), manage any dispute relating to a purchase, run analytics or collect statistics, and to communicate with you about your use of our Sites, Apps, and Solutions. If you make a purchase using a registered account, we will add this transaction to your profile so we can understand your interests and preferences and you will see a record of your transactions. **Our legal bases for using this information** include (1) your consent, (2) performance of a contract with you, (3) our legitimate interests which include to improve our Sites, Apps, and Solutions, better engage with you, prevent fraud, and secure our Sites, and (4) to comply with a legal obligation (to the extent we are required to retain information for compliance with applicable laws or regulations).
From you when you have **saved your**	• **Identifiers** • **Internet/electronic activity**	We use this information to send you a reminder that you have started

shopping cart or placed Events in your cart without completing a registration on our Sites, Apps, or Solutions	We may collect data related to your use of our Sites including information you have typed into a form on our Sites, Apps, or Solutions.	but not completed registering for an Event and to remind you of saved items in your shopping cart. **Our legal basis for using this information** includes our legitimate interests which include to better engage with you and provide customer service.
From **individuals who may refer you to us as a friend**	• **Identifiers** • **Inferences** We may collect first and last name, personal email address, organization name, professional email address, and/or professional mailing address	We use this information to contact you about products and services that may be of interest to you. **Our legal bases for using this information** include (1) your consent, where you have provided it to the individual referring you, and (2) our legitimate interest in letting you know about products and services that may be of interest to you.
From **cookies** or other tracking technologies when you visit our Sites, use our Apps, or receive and view our email	• **Identifiers** • **Internet/electronic activity** • **Inferences** We may collect data related to your use of our Sites including where you came from, login details, pages you looked at, duration of your visit, your interaction with an email we send you, geographic location, and/or the links you click. Information collected may include browser type, operating system, device information, Internet Protocol ("IP") address, and other unique ID .	In some cases, this information is necessary to enable our Sites and Apps to function properly, display content properly, remember your shopping cart, and remember your login details. In other circumstances, we use this information for analytics, marketing and other purposes. (See "Cookies and Other Tracking Technologies" and "More Information about Marketing, Profiling, and Automated Decision Making" sections below for more detail). **Our legal bases to use this information** includes (1) your consent, and (2) our legitimate interests, including to improve and secure our Sites, Apps, and Solutions, and to better engage with you.
From you when you participate in an activity using our **mobile apps**	• **Identifiers** • **Sensitive Personal Information** • **Commercial information including purchasing or consumer history** • **Internet/electronic activity** • **Geolocation** • **Professional or employment related information** • **Inferences** We may ask you to provide first and last name, email address, date of birth, information about	We collect this information to provide the services requested by you, which sometimes include the tracking and analysis of your participation over time. We also use this information to monitor and improve the performance of our Apps. (See "More Information about Marketing, Profiling, and Automated Decision Making" section below for more detail).

	your activities and interests, your current location (geolocation), other profile data such as contact information, occupation, gender, physical activity level or similar health related information, application or device usage data, social media data (where you use your social media login or share this personal data with us), and payment information.	**Our legal bases for using this information** include (1) your consent, and (2) our legitimate interests, including to improve our Sites, Apps, and Solutions.
From you when you set your preferences for or **subscribe to receiving our marketing communications**	• **Identifiers** • **Commercial information** • **Inferences** We collect first and last name, email address, personal description or preferences, order details, user generated content, other information you have shared about yourself (e.g. via your account, by contacting us, a question via the chat function available on some websites, or by participating in a contest, game, survey, etc.), subscription preferences, contact information of a friend and payment information.	We use this information to send you marketing communications based on the marketing preferences you have set in your account, and to show you marketing communications on other websites, including social media platforms. Note that you may also see our ads on other websites, including on social media sites, but these may not be tailored to you. We use this information to keep an up to date suppression list if you have asked us not to be contacted, to run analytics or collect statistics, and to send content on your behalf to your friends and/or family. For further details about our marketing practices, see the "More Information about Marketing, Profiling, and Automated Decisionmaking" section below. **Our legal bases for using this information** include (1) our legitimate interests which include to improve our Sites, Apps, and Solutions and to better engage with you, and (2) consent.
From you when you ask questions relating to our Services, your orders, your professional or personal account or rights, and **customer support**	• **Identifiers** • **Commercial information** • **Audio data** We may collect first and last name, email address, phone number, and other information you have shared with us about yourself in relation to your enquiry (which may include activities and interests). If you call and speak with a customer service representative, that call may be recorded for quality and training purposes.	We use this information to communicate with you about your use of our Services. **Our legal basis for using this information** include (1) your consent, and (2) our legitimate interests which include to improve and secure our Sites, Apps, and Solutions, and to better engage with you.
From you **if you create a page to collect donations.**	• **Identifiers** • **Commercial information** We may collect information from you relating to the charitable event or your request for donations. In addition, if you donate to a	We use this information to enable you to create a page on certain of our Sites to collect donations for your participation in a charity event (e.g., you want to raise money for

	particular Event/cause, we may collect your name, contact information, and payment information.	running in a marathon), a particular charity, or for other purposes. **Our legal bases for using this information** include (1) your consent, and (2) performance of a contract.
From you when you are an Event Organizer or other Client, during the creation and management of a **professional account**	• **Identifiers** • **Commercial information** • **Geolocation** • **Professional or employment related information** • **Inferences** We collect first and last name, organization name, gender, email address, mailing address, username and password, preferences, other information you have shared with us about yourself (e.g. via your account, by contacting us, a question via the chat function available on some websites, or by participating in a survey, etc.), and payment information.	We use this information to manage your purchases/orders, send you marketing communications which may be tailored to your professional "profile" (i.e. based on the personal data we know about you and your preferences), offer you incentives, offer personalized services based on professional interests and characteristics, allow you to manage your preferences, monitor and improve our Sites, Apps, and Solutions, run analytics or collect statistics, or to respond to your questions and otherwise interact with you. **Our legal bases for using this information** include (1) performance of a contract with you, and (2) our legitimate interests which include to prevent fraud, to improve and secure our Sites, Apps, and Solutions, and to better engage with you.
From third parties to enable **business-to-business marketing**	• **Identifiers** • **Professional or employment related information** We collect first and last name, organization name, professional email address, and/or professional mailing address	We use this information for business-to-business marketing purposes. **Our legal basis for using this information** includes our legitimate interest in letting you know about products and services that may be of interest to you.

In addition to the purposes for collecting your information that are listed in the table above, we may also use your information for the following purposes which we consider to be everyday business purposes for which our legal basis is legitimate interest:

- **For identity and credential management, including identity verification and authentication, system and technology administration;**
- **To protect the security and integrity of systems, networks, applications and data, including detecting, analyzing and resolving security threats, and collaborating with law enforcement or other groups about imminent threats;**
- **For fraud detection and prevention;**
- **For legal and regulatory compliance, including all uses and disclosures of personal information that are required by law or for reasonably needed for compliance with company policies and procedures,**

such as: anti-money laundering programs, security and incident response programs, intellectual property protection programs, and corporate ethics and compliance hotlines;
- **For audits, including financial, security, or compliance audits, and analysis and reporting;**
- **To enforce our contracts and to protect against injury, theft, legal liability, fraud or abuse, to protect people or property, including physical security programs;**
- **To de-identify the data or create aggregated datasets, such as for consolidating reporting, research or analytics;**
- **To make back-up copies for business continuity and disaster recovery purposes; and**
- **For corporate governance, including mergers, acquisitions and divestitures.**

Where we maintain or use de-identified information, we will continue to maintain and use the de-identified information only in a de-identified fashion and will not attempt to re-identify the information.

OUR PROCESSING OF SENSITIVE PERSONAL INFORMATION

Sensitive Personal Information includes personal information defined as sensitive under the applicable privacy and data protection laws. It can include data like social security number, financial account number, and biometric data. When we collect sensitive personal information about you, we will limit our use and disclosure of that information to what is necessary to deliver the Solutions, unless we are required to do otherwise under applicable laws. In addition to processing sensitive personal information as required to deliver the Solutions, we may process sensitive personal information to detect and prevent security incidents or fraud, to ensure the physical safety of natural persons, for short-term transient uses (when consistent with the purpose for which the information was collected), and to verify or maintain the quality or safety of our Solutions.

Under some privacy and data protection laws, you may have the right to limit the processing of your sensitive personal information. You can find more information about your rights in other sections of this Notice including any applicable section directed at residents of the state or country in which you reside.

PERSONAL INFORMATION EVENT ORGANIZERS COLLECT ON ACTIVE

When you register for an Event, you are not just sharing your personal information with ACTIVE, you are also sharing with our Client, the Event Organizer. Both ACTIVE and the Event Organizer need the same basic information about you, like your name and contact information, for example, which we will collect using our registration form. Active and the Event Organizer will use that information for the business purposes disclosed to you in each of our separate privacy notices.

Event Organizers may collect additional personal information from you to the extent they deem it necessary to facilitate your participation in their events ("Event Information"). As regards such Event Information, ACTIVE is a service provider, or processor, to the Event Organizer, meaning that we only use it according to the Event Organizer's instructions. Event Organizers may also enable the collection and sharing of your personal information by other entities such as charitable organizations to enable fundraising as part of the event. Event Organizers may also disclose your personal information to team managers or leaders who may help facilitate aspects of your participation in an Event. When an Event Organizer is processing your personal information, such processing will be subject to their privacy notice which they will provide to you.

If you place an Event in your cart without completing a registration, you may also receive communication from us or the Event Organizer for the purpose of verifying whether you need assistance completing your registration.

HOW WE DISCLOSE PERSONAL INFORMATION TO OUR SERVICE PROVIDERS AND OTHER PARTNERS FOR OUR BUSINESS PURPOSES

For each category of personal information we collect, we may disclose such information in the manner and for the purposes described below:

- **With companies engaged to help us run our business, subject to your consent if required by law. These types of companies may include our affiliate companies, distributors of our products and services, service providers retained to perform functions on our behalf or to provide services to us, including (without limitation) legal, accounting, audit, consulting and other professional service providers, and providers of other services related to our business. Portions of our Sites, Apps, and Solutions may be provided by organizations with which Active has a contractual relationship, including subcontractors, and, accordingly, your personal information may be disclosed to them;**
- **With logistics service providers to enable the delivery of packages to individuals;**
- **With other third parties to whom you direct us to disclose your personal information;**

- **With regulators including state and federal agencies, card brands, financial networks, issuing banks and other parties required to enable compliance with laws, regulations and industry standards related to transaction processing and in order to obtain commercial and credit information to establish, maintain or renew a customer's contract(s), as may be required to provide any of the services for which a customer has subscribed, or to comply with the rules and regulations of any credit or debit card payment network or otherwise in accordance with this Notice;**
- **In response to a court order or a request forcooperation from a regulatory, law enforcement or other government agency; toestablish or exercise our legal rights; to defend legal claims; or as otherwiserequired or permitted by applicable laws and/or regulations;**
- **When we believe that disclosure is appropriate inconnection with efforts to investigate, prevent, or take action regardingactual or suspected illegal activity, fraud, or other wrongdoing; to protectand defend the rights, property or safety of ACTIVE, its customers, staff,suppliers or others; and**
- **To purchasers and, subject to local legal requirements, prospective purchasers in the event that ACTIVE and/or its global affiliate companies (as applicable)disposes of, or considers the disposition of, any of its/their business or assets.**

HOW WE DISCLOSE PERSONAL INFORMATION TO THIRD PARTIES FOR THEIR OWN BUSINESS PURPOSES

Subject to any rights you may have as described in this Notice, ACTIVE may also disclose your personal information to third-party partners for their own business purposes, including for them to provide you offers of related products and services. The table below provides additional information about those disclosures:

Sources of Personal Information We Disclose	Categories of Personal Information We Disclose	Categories of Third Parties to Whom Personal Information is DIsclosed for their Own Business Purpose
• Information that you provide to us when you set up an account with us, use our Sites, Apps, or Solutions, or communicate with us. • Information collected through technology when you visit our Sites, Apps (or when you use any of our Solutions) including information about your location, usage, computer or device through technology such as cookies (see "Cookies" for additional information).	• **Identifiers** • **Commercial information** • **Internet/electronic activity** • **Geolocation** • **Inferences (such as consumer preferences)**	• **Third-party partners who provide offers of related products and services** • **Advertising Networks** • **Internet Service Providers** • **Social Networks** • **Fraud prevention and detection services**

As a result of your interactions with our Sites, Apps, or Solutions, including Active Advantage and GearUp, you may purchase products or services offered by third parties (such as magazine subscriptions, hotel bookings, or cruises) or you may elect to participate in contests, sweepstakes, or other programs (such as discount or rewards programs), offered or sponsored by third parties on the Site. We are not responsible for any such purchase you make, or participation you undertake, and as such any such purchase or participation will be subject to the relevant third party's terms and conditions.

We may disclose in aggregate, statistical form, non-personal information regarding the visitors to our Sites, traffic patterns, and website usage to our partners, affiliates or advertisers.

We do not sell your personal information to third parties for monetary compensation. To the extent that we disclose your personal information to third parties for cross-context behavioral advertising, we will implement features within the Sites, Apps, and Solutions that enable you to see a list of the entities with which the personal

information is disclosed and which enable you to express your preferences. You can find additional information about how those third parties use personal information in the applicable third party privacy notice.
You may have rights to opt out of us sharing your personal information with third parties for their own business purposes. You can learn more about such rights in the "Your Legal Rights" section of this Notice.

COOKIES AND OTHER TRACKING TECHNOLOGIES

Cookies and similar tracking technologies are used to help us retain information about you use of our Sites. Using cookies, we collect information like country location, language preference and other settings. Cookies can also help us to operate our Sites more efficiently, remember you for future visit and enhance your user experience by providing real-time tools including user guides and chatbots. We also gather statistical information about the use of our services in order to continually improve their design and functionality, understand how they are used, and assist us with resolving questions regarding them. Cookies further allow us to select which advertisements are most likely to appeal to you and display them while you are on the Sites and Apps. We may also use cookies or other technologies in online advertising to track responses to the ads.
The cookies and tracking technologies that we may use fall into the following categories:

- **Strictly Necessary. These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions taken by you such as logging in or filling in forms. You can set your browser to block or alert you about these cookies, but blocking them may impede the functionality of the Sites.**
- **Performance. These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.**
- **Functionality. These cookies enable the Sites and Apps to provide enhanced functionality and personalization. They may be set by us or by third-party providers whose services we have added to our pages. If you do not allow these cookies then some of these services may not function properly.**
- **Targeting. These cookies may be set through our Sites and Apps by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant advertisements on other sites. They are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.**

We do not currently respond to browser Do-Not-Track signals. If you do not want information collected through the use of cookies, you can use the Cookie Settings banner or icon on the Site to make selections about the use of cookies. Additionally, most browsers allow you to automatically decline cookies or be given the choice of declining or accepting a particular cookie (or cookies) from a particular website. You may also refer to http://www.allaboutcookies.org/manage-cookies/index.html.If, however, you do not accept cookies, you may experience some inconvenience in your use of our services. You also may not receive advertising from us that are relevant to your interests and needs.

External Links

ACTIVE may provide links on our Sites and Apps to other websites that are not under our control. We do not endorse or make any warranty of any type regarding the content contained on such websites or products and services offered on those websites. We make no representation regarding your use of such websites. Please be aware that we are not responsible for the privacy practices of the operators of other websites. We encourage our users to be aware when they leave our Sites and to read the privacy statements of each and every website that collects personal information. This Notice applies solely to information collected by us. You should read any other applicable privacy and cookies notices carefully before accessing and using such other websites.

THIRD-PARTY ADVERTISING

We use third-party advertising companies to serve advertisements that may be of interest to you when you access and use our Sites, Apps, and Solutions. You may receive advertisements based on information relating to your access to, and use of, our services and other websites or online services on any of your devices, as well as on information received from third parties. These companies place or recognize a unique cookie on your browser (including through the use of pixel tags). They also use these technologies, along with information they collect about your online use, to recognize you across the devices you use, such as a mobile phone and a laptop.

If you would like more information about this practice, and to learn how to opt out of it in desktop and mobile browsers on the particular device on which you are accessing this Notice, please visit http://optout.aboutads.info/#/ and http://optout.networkadvertising.org/#/. You may download the AppChoices app at www.aboutads.info/appchoices to opt out in mobile apps

TRANSFERRING PERSONAL INFORMATION GLOBALLY

International data transfer

Active is a U.S. company with a global footprint. This means that your personal information may be transferred to and stored in the United States, where data protection laws and regulations may differ from those in effect in your country of residence.

We will take appropriate steps to ensure that transfers of personal information are done in accordance with applicable law, are carefully managed to protect your privacy rights and interests, and are limited to countries which are recognized as providing an adequate level of legal protection or where alternative adequate arrangements are in place to protect your privacy rights. To this end:

- **We maintain an agreement entered into by ACTIVE, its parent and affiliate companies which requires each such entity to comply with applicable law wherever personal information is transferred within ACTIVE;**
- **When we transfer your personal information outside ACTIVE or to third parties who help provide our Sites, Apps, or Solutions, we obtain contractual commitments from them and enter into standard contractual clauses where applicable to protect your personal information; and**
- **When we receive requests for information from law enforcement or regulators, we carefully evaluate the legal basis for such requests and our obligations to data subjects.**

In some cases, you may have a right to contact us for more information about the safeguards we have put in place (including a copy of relevant contractual commitments) to ensure the adequate protection of your personal information when this is transferred as mentioned above.

The EU-U.S. and UK-U.S. DataPrivacy Frameworks

Active complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF as set forth by the U.S. Department of Commerce. Active has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit https://www.dataprivacyframework.gov/ .

Active is responsible for the processing of personal data it receives, under the DPF, and subsequently transfers to a third party acting as an agent on its behalf. Active complies with DPF Principles for all onward transfers of personal data from the EU and the UK, including the onward transfer liability provisions.

The Federal Trade Commission has jurisdiction over Active's compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. In certain situations, Active may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF, Active commits to refer unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF to TRUSTe, an alternative dispute resolution provider based in the United States. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit https://feedback-form.truste.com/watchdog/request for more information or to file a complaint. These dispute resolution services are provided at no cost to you.

For complaints regarding DPF compliance not resolved by any of the other DPF mechanisms, you have the possibility, under certain conditions, to invoke binding arbitration. Further information can be found on the official DPF website.

HOW WE PROTECT AND STORE PERSONAL INFORMATION

We have implemented and maintain appropriate technical and organizational security measures, policies and procedures designed to reduce the risk of accidental destruction, or loss, or unauthorized disclosure or access to such information appropriate to the nature of the information concerned. As the security of personal information depends in part on the security of the computer you use to communicate with us and the security you use to

protect usernames and passwords, you should take steps to protect against unauthorized access to your password, computer, and web-enabled devices, among other things, by signing off after using a shared computer, using a password on your web-enabled device, choosing a password that nobody else knows or can easily guess, keeping your password private, and periodically changing your password. You should never share your log-in information with others. We are not responsible for any lost, stolen or compromised passwords, or for any activity on your account via unauthorized password activity.

We retain the personal information we collect for different periods of time depending on what it is and how we use it. In some contexts, we will provide additional information about retention as you use the Sites, Apps, and Solutions. When we collect your personal information, we will retain it only for as long as is necessary to complete the legitimate business or legal purposes for which we collected it. The criteria used to determine our retention periods include:

- **The length of time we have an ongoing relationship with you and provide services to you, for example, for as long as you have an account with us or continue to use our services, and the length of time thereafter during which we may have a legitimate need to reference personal information to address issues that may arise;**
- **Whether there is a contractual obligation to which we are subject, for example, our contracts with our customers may specify a certain period of time during which we are required to maintain the information on behalf of our customers;**
- **Whether there is a legal obligation to which we are subject, for example, certain laws require us to keep records of your transactions for a certain period of time before we can delete them; and**
- **Whether retention is advisable in light of our legal position, such as in regard to applicable statutes of limitations, litigation or regulatory investigations.**

MORE INFORMATION ABOUT MARKETING, PROFILING AND AUTOMATED DECISION MAKING

To protect your privacy rights and to ensure you have control over how we manage marketing with you:

- **We will take steps to limit direct marketing to a reasonable and proportionate level and only send you communications which we believe may be of interest or relevance to you; and**
- **We will provide accessible means for you to update or correct your personal profile, or change your preferences for the way in which you would like us to communication with you, including how you receive details of latest offers from us.**

If you have an online account with us, the easiest way to make updates to your marketing preferences and/or change your personal details is to log onto your account. You can also click the “unsubscribe” link on any online newsletters you receive or contact customer support team at **support@activenetwork.com**.

Be aware that if you unsubscribe from our marketing communications we may be unable to notify you of tailored services or offer to meet your needs. If you unsubscribe from marketing communications from us, you will still receive transactional and service messages from us regarding your Events and/or registrations.

We undertake profiling, automated decisionmaking, and analytics to improve our Sites, Apps, and Solutions by providing personalized experiences, location customization, personalized help, and instructions. This means that we may automatically process personal information to evaluate certain personal aspects about you to predict your personal preferences, interests, behavior, or location. Based on our analysis, we then send or display communications or content specifically tailored to your interests and needs.

Some of the purposes for which we engage in profiling, automated decision making and analytics include:

- **to obtain a better understanding of what you would like to see from us and how we can continue to improve our services for you;**
- **to personalize the service and offers you receive from us;**
- **to provide you with tailored content online and optimize your experience of our Sites;**
- **to provide you with tailored advertisements on other websites you visit and social media and digital platforms;**
- **to share marketing material we believe may be of interest to you, including from other ACTIVE entities and our third party partners;**
- **to help us operate our services more efficiently; and**
- **to authenticate log-ins on our Sites and detect and prevent fraud.**

When required under applicable privacy laws, prior to using automated decision making or profiling for a legitimate interest, we will take steps to ensure that our legitimate interest is not overridden by your own interests or

fundamental rights and freedoms. We may also provide you with means to opt out of the use of your personal information for these purposes and opt out of the sharing your personal information with third parties for their own business purposes.
You can learn more about such rights in the "Your Legal Rights" section of this Notice.

YOUR LEGAL RIGHTS

If you are visiting or using our Sites, Apps, or Solutions for the purpose of engaging with our clients and you have questions about legal rights you may have with respect to your personal information collected by our clients, please consult the client(s) with which you have a relationship.
Subject to certain exemptions, and in some cases dependent upon the processing activity we are undertaking, you have the right to:

- **Know whether we process personal information about you;**
- **Know how the personal information is used;**
- **Access, request and receive the personal information we have collected in a portable manner;**
- **Opt out of having your personal sold, "shared," or used for certain profiling activities;**
- **Request that we correct inaccuracies in personal information about you; and**
- **Request that we delete personal information about you.**

For some users we have additional disclosures in the "Region Specific Information" section of this Notice directed at users based on where they reside. You may contact us using the information in the Contact Us section of this Notice for additional information about how to exercise your rights. In addition, if you are a resident of California, Colorado, Quebec, the European Union, the United Kingdom, or other jurisdiction with similar laws, please see the "Region-Specific Information" section below for further details on how to exercise your privacy rights.

CHILDREN

Subject to parental consent when required, we permit users between the ages of 13 and 18 to use certain Solutions. In addition to the categories of personal information and business purposes and sharing disclosed above, we use personal information collected from users under age 18 for the following purposes:

- **To provide a notice to parents regarding the child's interest in registering to use the Solutions;**
- **To obtain verifiable parental consent;**
- **To communicate with parents about the child's use of our Solutions and for other customer service purposes; and**
- **To provide information that a parent or child has requested to receive from us in response to an opt-in request.**

In some countries, parents have the right to consent to the collection and use of personal information from children without also consenting to the disclosure of such information to outside third parties, except in order to provide the Solutions. ACTIVE does not share personal information collected from children with third parties for any purpose other than to provide the Solutions.
Our Sites, Apps, and Solutions are not directed to children under age 13 or intended for their use. We do not solicit or knowingly accept any personal information from persons under the age of 13. Please do not use the Sites, Apps, or Solutions if you are under the age of 13.

CHANGES AND UPDATES

We reserve the right, in our sole discretion, to modify, update, or otherwise change this Notice. The "Last Updated" legend at the top of this Notice indicates when this Notice was last revised. Any changes will become effective when we post the revised Notice on our services, including our Sites, Apps, and Solutions.

CONTACT US

If you have questions about this Notice, or if you want to exercise your rights as described in this Notice, you can submit a request by completing this form (https://www.active.com/claim) or you may contact us as follows:

privacy@activenetwork.com
Active Network, LLC
3400 N. Central Expressway
Suite 300
Richardson, TX 75080
Phone: 469-291-0300
Toll Free: 888-543-7223

If you make a request to exercise a privacy right, we will verify and respond to your request consistent with applicable law, taking into account the type and sensitivity of the personal information subject to the request. We may decline to honor your request where an exception applies. In order to honor any access or deletion request, we will require you to provide enough information for us to verify your identity. For example, we may ask you for information associated with your account, including your contact information or other identifying information. If you would like your agent to make a request on your behalf, if permitted under applicable law, the agent may exercise those rights as noted above. We will process the agent's request consistent with applicable law. As part of our verification process, we may request that the agent provide, as applicable, proof concerning their status as an authorized agent. In addition, we may require that you verify your identity as described in this section or confirm that you provided the agent permission to submit the request.

REGION-SPECIFIC INFORMATION

Information for Residents of California, Colorado, and Other Similar Jurisdictions

This section supplements the above Notice and further describes how we collect, use, and disclose the personal information we collect about residents of California, Colorado, and other jurisdictions with similar laws.

Categories of Personal Information We Collect and Our Purposes for Collection and Use

You can find a list of the categories of personal information, the sources from which we obtain that personal information and the business purposes for which we collect that personal information in the "Personal Information We Collect and Our Business Purpose for Collection" section above.

Categories of Personal Information Disclosed and Categories of Recipients

We disclose the following categories of personal information for business or commercial purposes to the categories of recipients listed below:

- **We disclose Basic Identifying Information with: Event Organizers, service providers, third party partners, and other third parties**
- **We disclose Internet or Other Network Activity with: Event Organizers, service providers, third party partners, and other third parties**
- **We disclose Geolocation Data with: Event Organizers, service providers, third party partners, and other third parties**
- **We disclose Payment Information with: service providers who enable the processing of payments and third party partners such as the applicable card schemes.**
- **We disclose Commercial Information with: Event Organizers, service providers, third party partners, and other third parties**
- **We disclose Inferences with: Event Organizers, service providers, third party partners, and other third parties**

For more information on how your information is shared, please see the "How We Share Personal Information for Our Business Purposes" and "How We Share Personal Information with Third Party Partners for Their Own Business Purposes" sections, which provides more detail.

Do Not Sell or Share My Personal Information

We do not knowingly sell or share for purposes of cross-context behavioral advertising the personal information, including the sensitive personal information, of minors under 16 years of age.

In some cases, the Sites, Apps, and Solutions, use cookies, including some cookies that are created by other companies and placed on your browser when you visit our website. We use those cookies to improve your experience and to gather information about our customers and the performance of our website. However, the companies who provide those cookies to us also have access to the data collected through them, and they may use that data for targeted advertising purposes. Our use of those third-party cookies could therefore be considered a "share" of your personal information under California law or processing for targeted advertising purposes under other state privacy laws. If you are a resident of California or another U.S. jurisdiction with similar laws, that means you have the right to opt out. If you have not done so already, you can opt out of the placement of all non-necessary cookies by adjusting your cookie settings.

If would like to opt out of any sales or shares of personal information that are not accomplished through cookies and other web-based trackers, please submit your "Do Not Sell" request using our claim form.

Collection, Processing and Disclosure of Sensitive Personal Information

Subject to your consent where required by applicable law, we collect, process, and disclose sensitive personal information for purposes of: providing goods or services as requested; ensuring safety, security, and integrity;

countering wrongful or unlawful actions; short term transient use such as displaying first party, non-personalized advertising; performing services for our business, including maintaining and servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of our business; activities relating to quality and safety control or product improvement; and other collection and processing that is not for the purpose of inferring characteristics about an individual. We do not use sensitive personal information beyond these purposes.

Rights and Requests

	What does this mean?
Right to know about personal information collected, disclosed, and sold	You have the right to know whether we process personal information about you, and to access such personal information.If you are a California resident, you may also request that we disclose to you: • **the categories of personal information we have collected about you and the categories of sources from which we collected such personal information;** • **the business or commercial purpose for which we collected, shared, or sold the personal information about you;** • **the categories of personal information about you that we shared or sold and the categories of third parties with whom we shared or to whom we sold the personal information about you; and** • **the categories of personal information about you that we disclosed for a business purpose, and the categories of third parties to whom disclosed that information for a business purpose.**
Right to receive a copy of personal information	You have the right to request that we provide the specific pieces of personal information, including a copy of such personal information in a portable format.
Right to opt-out of the sale of personal information	You may request that we do not sell personal information about you to third parties.
Right to opt out of processing for targeted advertising purposes, including the "sharing" of personal information for cross-context behavioral advertising	You may request that we opt you out of processing for targeted advertising purposes, including that we stop "sharing" personal information about you for purposes of cross-context behavioral advertising. See the "Do Not Sell or Share My Personal Information" section for more information.
Right to request deletion	In some circumstances, you have the right to have personal information about you deleted.
Right to equal service and prices ("non-discrimination")	Your choice to exercise your privacy rights will not be used as a basis to discriminate against you in services offered or pricing.

Right to request correction	You have the right to request that we correct any inaccuracies in your personal information.
Right to limit the use and disclosure of sensitive personal information	In some circumstances, you may request that we limit the use and disclosure of your sensitive personal information.
Rightto appeal	Depending on your state of residence, if we refuse to take action on your request, you may appeal this refusal within a reasonable period after you have received notice of the refusal. To appeal, you can contact us at privacy@activenetwork.com.

You can submit a request for any of the above rights by using the contact information in the Contact Us section of this Notice.

California Shine the Light

If you are a resident of California, you may request information concerning the categories of personal information (if any) we share with third parties or affiliates for their direct marketing purposes. If you would like more information, please submit a written request to us using the information provided in the above "Contact Us" section of this Notice.

Information for Residents of Quebec

Cross-Border Transfers of Personal Information

If you are a resident of Quebec and we collect personal information about you in Quebec, that information will be communicated outside of Quebec to other locations in Canada, the United States, and other places where we or our service providers process your personal information for the purposes described above.

Data Governance

We maintain a governance program for the protection of any personal information that we collect. The program includes policies and procedures designed to help us comply with this Notice. This program requires employees to protect the confidentiality of personal information that we handle through the lifecycle of that personal information. The program includes an employee code of conduct, breach reporting procedures, data retention and destruction policies, employee training, and procedures for addressing complaints and providing individuals with access to their personal information in accordance with this Notice.

Active has established controls and mechanisms designed to protect data at each stage of the data lifecycle, from collection or creation through to disposal.

Data Subject Rights

	What does this mean?
De-indexation Right or Right to Erasure	You have the right to request that we delete the personal information that we collected from you and retained, subject to certain exceptions. For example, we may deny your deletion request if retaining your information is necessary for us to be able to recover payment, detect security incidents, or protect against illegal activity.
Cessation of Dissemination	You have the right to request that we cease disseminating your personal information if the dissemination is contrary to the law or a court order, or in certain other circumstances.
Right to Data Portability	You have the right to receive computerized personal information that you have provided directly to us, for example, through opening an account, in a commonly-used and machine-readable format. You have this right so that you may transmit your information to another organization without hindrance.

Information for European Union and United Kingdom Residents

To the extent that the Sites with which you are interacting are directed at United Kingdom or European Union residents, this section of the Notice applies to you.

You have specific rights with regard to the processing of your personal data. When ACTIVE as a business for the purpose of processing your personal data, you can contact us using the information provided in the "Contact Us"

section of this Notice with regard to the following rights. You may also contact our Data Protection Officer at privacy@activenetwork.com.

	What does this mean?
Right to be informed	You have the right to be provided with clear and easy-to-understand information about how we use your personal information. This is why we are providing you this Notice and we may provide other forms of notice, as appropriate or required by law, in the services.
Right to access personal information	You have the right to access and receive a copy of personal information we hold about you.
Right to data portability	In some circumstances, you have the right to receive the personal information you request from us in a format that is user-friendly and enables you to transfer it to another provider.
Right to rectification	You have the right to correct or update your personal information if it is outdated, incorrect or incomplete.
Right of erasure ("right to be forgotten")	In some circumstances, you have the right to have your personal information erased or deleted.
Right to restrict/suspend processing of personal information	You may object to processing of personal information that is based on legitimate interest. You may withdraw consent for processing that is based on consent (this includes the right to opt out of direct marketing).
Right to information about information transfers	You have the right to obtain a copy of documents related to the safeguards under which your personal information is transferred outside the EU.
Right to complain to a supervisory authority	You have the right to contact the data protection authority in your country to complain about our data protection and privacy practices.

Information for Australia Residents

Under the Privacy Act 1988 (Cth) (the "Australia Act"), you have the right to (i) request access to your personal information; (ii) request the correction of your personal information; and (iii) complain about a breach by us of the Australian Privacy Principles (in Schedule 1 of the Australia Act) or any binding registered APP Code. We will handle any complaints or requests for access to or correction of personal information in accordance with our obligations under the Act. All complaints are taken seriously and will be assessed by appropriate personnel with the aim of resolving any issue in a timely and efficient manner and in accordance with the Act.