



TERMS AND CONDITIONS OF USE

OVERVIEW

This website is operated by GS Sports Investments, LLC, its affiliates and subsidiaries (together “Lab Five”).

Throughout these terms and conditions, the terms “we”, “us” and “our” refer to Lab Five. Lab Five offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing and/or using our products and/or services (the “Services”), you agree to be bound by the following terms and conditions of use (the “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access our website or use any Services.

Any new features or tools which are added to the current website shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Your visit and use of our website is also governed by our Privacy Policy. By visiting and/or using our website, you acknowledge that you have also read our Privacy Policy.

SECTION 1 - ONLINE TERMS

By agreeing to these Terms, you represent that:

- you are at least 18 years old and of legal age required in your State or province of residence to form a binding contract with us and use our Services; and
- you have given us your consent to allow any of your minor dependents to use this site.

You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of the Services you purchased.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse Services to anyone for any reason at any time.



You understand that the information you provide us (not including credit card information), may be transferred and/or unencrypted, which may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of this website, or access to the Services or any contact on the website through which the Services are provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - OUR SERVICES

You can find a description of our Services on our website, as well as all details to register and/or subscribe to our Services. We may provide special promotions and plans, which may include offering third party services and products in conjunction with our Services or separately. We are not responsible for the products and services provided by third parties. We reserve the right to modify, terminate, or otherwise amend our offered promotions and plans and promotional offerings at any time, with or without notice.

If you have purchased or received a code, gift card, pre-paid offer or other offer provided or sold by or on behalf of Lab Five to access our Services ("Code"), separate terms and conditions presented to you along with the Code may also apply to your access to the Services and you agree to comply with any such terms and conditions. You may also purchase access to Services through a third party. In such cases, separate terms and conditions with such third party in addition to these Terms may apply to your access to said Services. Certain Services may be available exclusively online through our website. These Services may have limited quantities and are subject to return or exchange only according to our return policy.

We reserve the right, but are not obligated, to limit the sales of Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Services that we offer. All descriptions of Services or Services pricing are subject to change at anytime without notice, at our sole discretion. We reserve the right to discontinue any Services at any time. Any offer for our Services made on this site is void where prohibited.

We do not warrant that the quality of any products, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in our Services will be corrected.

SECTION 4 - PRICES AND PAYMENT

Prices for our Services are subject to change without notice.

We reserve the right at any time to modify or discontinue any of our Services (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services.

To be able to access our Services, Payment must be received in full in cleared funds prior to us processing your order. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider accepted by us, or any other payment method accepted by us. By using any such card



or payment method, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.

As part of registering or submitting information to receive paid Services, you also authorize us (either directly or through our affiliates, subsidiaries or other third parties) to request and collect payment (or otherwise charge, refund or take any other billing actions) from our payment provider or your designated banking account, and to make any inquiries we or our affiliates may consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from your payment, credit card or banking account provider (e.g., updated expiry date or card number as may be provided to us by your credit card company). You may keep a credit card stored with us to pay for paid services ("**Stored Card**"). You will be able to identify each Stored Card by its last four digits.

We will issue an invoice or credit memo for any payment of fees or refund made to or by us ("**Invoice**"). Each Invoice may be issued in electronic form, in which case it will be made available to you via your user account and/or by e-mail. For the purpose of issuing the Invoice, you may be required to furnish certain Personal Information (as such term is defined in the Privacy Policy) in order to comply with local laws. Please note that the Invoice presented to you may be inadequate with your local law requirements, and in such case may be used for pro forma purposes only.

SECTION 5 - REFUND POLICY

Unless otherwise specified on our website, purchased Services are non-refundable. Lab Five will not refund any amounts paid for non-refundable paid Services.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made with us. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 6 - THIRD-PARTY LINKS

Certain content, products and services available via our Services may include materials from third-parties.

Third-party links on this website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage



in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 7 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 8 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our website or in the documentation provided to you in our facilities that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any such information is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify any such information, including without limitation, pricing information, except as required by law. No specified update or refresh date should be taken to indicate that all information in the Services or on any related website has been modified or updated.

SECTION 9 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms, you are prohibited from using this website, its content, and/or the Services: (a) for any unlawful purpose; (b) for any commercial purposes such as to conduct sales of merchandise or services of any kind ; (c) to solicit others to perform or participate in any unlawful acts; (d) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (e) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (f) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (g) to submit false or misleading information; (h) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (i) to collect or track the personal information of others; (j) to spam, phish, pharm, pretext, spider, crawl, or scrape; (k) for any obscene or immoral purpose; or (l) to



interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

SECTION 10 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICES AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

SECTION 11 - LIMITATION OF LIABILITY

11.1 TO THE FULLEST EXTENT PERMITTED BY LAW IN EACH APPLICABLE JURISDICTION, LAB FIVE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES AND/OR AGENTS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM:

- THE USE OR THE INABILITY TO USE THE SERVICES OR OUR WEBSITE;
- ERRORS, MISTAKES, OR INACCURACIES OF OR IN ANY CONTENT;
- ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN THROUGH OR FROM THE SERVICES OR OUR WEBSITE,
- YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
- ANY INTERRUPTION OR CESSATION OF OUR SERVICES OR WEBSITE;
- 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 SERVICES OR OUR WEBSITE;
- ANY PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO YOUR USE OF OUR SERVICES;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY;
- STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES;
- EVENTS BEYOND OUR REASONABLE CONTROL, INCLUDING ANY INTERNET FAILURES, EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EARTHQUAKES, EXPLOSIONS, ACTS OF GOD, WAR, TERRORISM, INTERGALACTIC STRUGGLES, GOVERNMENTAL



ACTIONS, ORDERS OF COURTS, AGENCIES OR TRIBUNALS OR NON-PERFORMANCE OF THIRD PARTIES; AND/OR

- LOSS OF USE, DATA, PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM THE USE OR THE INABILITY TO USE ANY OR ALL OF THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR OUR SERVICES, AND SUCH LIMITATIONS WILL APPLY EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

11.2. If you believe third party acted inappropriately or otherwise misused any of our Services and/or website, please immediately report such third party to us via this form. You agree that your report shall not impose any responsibility or liability upon us, and that we may consider such report and act upon it, refrain from taking any such action or require additional information or documents before doing so, at its sole discretion.

SECTION 12 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless LAB FIVE and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, your violation of any law of any jurisdiction or the rights of a third-party, or your use of our website and/or our Services.

SECTION 13 - LAB FIVE'S INTELLECTUAL PROPERTY

Lab Five owns and retains all proprietary rights to this website, its trademarks and copyrights. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information of Lab Five. Trademarks, service marks, logos, and copyrighted works appearing in this website are the property of Lab Five. Lab Five retains all rights with respect to any intellectual property appearing on our website, and no rights in such materials are transferred or assigned to you.

SECTION 14 - COPYRIGHTS

We respect the rights of intellectual property holders. If you believe that any content on this website violates your intellectual property rights, you can report such violation to us in accordance with the Digital Millennium Copyright Act (17 U.S.C. §512). In the case of an alleged infringement, please provide the following information:

- a. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- b. A description of where the material that you claim is infringing is located on the Services (including the exact URL);
- c. An address, a telephone number, and an e-mail address where we can contact you;
- d. A statement that you have a good faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;



- e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; and
- f. Your electronic or physical signature, or that of the person authorized to act on behalf of the owner of the copyright or other right being infringed.

We may request additional information before we remove allegedly infringing material. You may report a copyright violation by providing the above information to our designated agent at: contact@lab-five.com

Equitable Relief - We may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules posted by us on this site or in respect to the Services constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW, JURISDICTION AND CLASS ACTION WAIVER

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of California.



Any dispute related to these Terms shall be resolved exclusively by the state and federal courts located in Los Angeles, California.

Subject to any applicable law, all disputes between you and Lab Five shall only be resolved on an individual basis and you shall not have the right to bring any claim against Lab Five as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

SECTION 19 - CHANGES TO TERMS

You can review the most current version of the Terms at any time at this page, with or without notice.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Term may be submitted to our designated contact at contact@lab-five.com

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