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When you are required to open an account to use or access this Site or any of its features or services, you will also be asked to provide a user name and password. You agree that we may store and use any registration data, including your user name and password, you provide for use in maintaining your account. You are entirely responsible for maintaining the confidentiality and security of your password and account. You may not use the account, username, or password of someone else at any time. You agree to notify CrossFit immediately of any unauthorized use of your account,

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- Information reasonably sufficient to permit CrossFit to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information in the notification is accurate, and that you are authorized to act on behalf of the intellectual property right owner of the right that is allegedly infringed.

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- Identification or description of the material that has been removed or to which access has been disabled and the original location where the material appeared before it was removed or disabled;
- A statement by you, made under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material removed or disabled; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the U.S. District Court for the Southern District of California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

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XV. Accuracy & Completeness

Due to constant advances in technology, strength and conditioning programs, and medicine, the possibility of typographical error, unexpected scheduling changes of meetings, events, certificate courses, seminars, contests, demonstrations, competitions and educational opportunities posted on this Site, and the wide variety of authors contributing to this Site, readers are encouraged to confirm the information contained herein with other sources. Corrections and additions will be made only as allowed by the availability of time and resources. The accuracy and timeliness of the information on this Site cannot be guaranteed.

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STARTING POINT, (II) THE BREACH OF ANY REPRESENTATION OR WARRANTY, (III) THE USE OR DOWNLOADING OF ANY SOFTWARE OR APPLICATION OWNED OR OPERATED BY CROSSFIT OR ANY THIRD PARTY, IN CONNECTION WITH THIS SITE, OR (IV) ANY ERRORS OR OMISSIONS IN THE INFORMATION, SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CROSSFIT, ANY PARTICIPATING ORGANIZATION OR ANY PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING OR MAINTAINING THIS SITE OR ANY INFORMATION, SERVICES OR CONTENT THEREON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, PERSONAL INJURY, INCLUDING DEATH AND DISABILITY AS WELL AS DAMAGES TO PERSONAL PROPERTY.

IN THE EVENT ANY CLAIM RELATING TO THE PERFORMANCE OR NONPERFORMANCE BY CROSSFIT PURSUANT TO THESE TERMS OF USE, OR IN ANY OTHER WAY CONCERNING THIS SITE, IS MADE BY YOU, THE ACTUAL DAMAGES TO WHICH YOU MAY BE ENTITLED SHALL BE LIMITED TO THE FEES, IF ANY, PAID BY YOU FOR USE OF THIS SITE.

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XVIII. Taxes

You may be required to report as taxable income the value of any prizes received by you. To collect a prize, you may be required to provide a valid Social Security number or other tax identification number and any other information

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You will not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding brought in the State of California. If necessary, you further agree and expressly consent to the exercise of personal jurisdiction by the courts of the State of California in connection with any such dispute including any Claim involving CrossFit or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, content providers and any other party involved in creating, producing, delivering or maintaining this Site.

YOU AND CROSSFIT AGREE THAT ANY ARBITRATION SHALL BE LIMITED TO THE CLAIM BETWEEN CROSSFIT AND YOU INDIVIDUALLY. TO THE FULL EXTENT PERMITTED BY LAW: (1) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (2) THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (3) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. **YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.**

XXI. Severability/Waiver

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. The section headings used herein are for convenience only and shall not affect the interpretation of these Terms of Use.

Our failure to exercise any right or remedy available upon your breach of these Terms of Use or the failure by us to demand the prompt performance of any obligation hereunder, shall not be deemed a waiver of (a) our rights or remedies, (b) the requirement of punctual performance or (c) any right or remedy in connection with a subsequent breach or default on your party. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such terms and condition or any other term or condition.

XXII. Modifications

CrossFit may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify this Site, including the Privacy Policy; or (c) discontinue this Site (in whole or in part) at any time. CrossFit shall post any revision to these Terms of Use to this Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on this Site periodically to be aware of any revisions. You agree that, by continuing to use or access this Site following notice of any revision or the posting of any revision, you shall abide by any such revision. When we change the Terms of Use or Privacy Policy in a material manner, we will update the 'last modified' date at the bottom of this page.

XXIII. Assignment

We may assign these Terms of Use with or without notice to one or more third parties.

XXIV. Complete Agreement

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XXV. Our Address

CrossFit, LLC.

1500 Green Hills Road, Suite 201

Scotts Valley, CA 95066

XXVI. For Additional Information

If you have any questions about these Terms of Service, please contact gcagent@crossfit.com.

XXVII. Last Modified Date of these Terms of Use

MARCH 22, 2021.