

**Last updated on April 20, 2022. These Terms and Conditions are effective immediately for users accessing or using the Website and/or Service on or after February 23, 2021.**

Thank you for visiting iSERVE2PERFORM! We appreciate your interest in our store and our products.

These Terms and Conditions outline the relationship between you and Grandslam Performance, LLC ("Serve2Perform," "we," "us") and applies to all users of the website and any mobile application used to access iSERVE2PERFORM. We ask that you familiarize yourself with these Terms and Conditions, as they control and govern any and all use of our website. In these Terms, unless otherwise stated, "Serve2Perform," "Company," "we," or "our" refers to Grandslam Performance, LLC, and its successors and assigns.

The website is owned and operated by Serve2Perform and provides access to its functions and features ("Services") through the URL <https://www.iaserve2perform.com/> (the "Site"). The Site and Services are made available to you only under the following terms and conditions (the "Terms").

PLEASE READ THE TERMS CAREFULLY. THROUGH USE OF THE SITE OR SERVICES MEANS YOU ACKNOWLEDGE AND REPRESENT THAT 1) YOU HAVE READ THESE TERMS, 2) UNDERSTAND THEM, AND 3) AGREE TO BE BOUND BY THEM. YOU MAY NOT USE THE SITE OR SERVICES UNLESS YOU ARE AT LEAST 18 YEARS OLD.

BY ACCESSING, USING OR MERELY BROWSING THE SITE, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE INTO THESE TERMS OF USE.

## **AMENDMENTS**

We may amend these Terms at any time and for any reason. We ask that you stay up-to-date with this Terms. When we make changes to these Terms, we will notify you of the changes by posting the revised version on our website. Any changes will become effective upon the earlier of thirty (30) calendar days following our e-mail notice to you (if applicable) or thirty (30) calendar days following our posting notice of the changes on our Site. Changes will be effective immediately for new users of our Site or Services. If you object to any such changes, we ask that you cease using the Site and the Services. By continuing to use the website after we have posted modifications or amendments to the Terms, you consent to such amendments and/or modifications. For this reason, we encourage you to review the Terms whenever you use the Site or Services.

## **PRIVACY POLICY**

Our Privacy Policy ("Privacy Policy") as currently posted on the website may be amended by us and incorporated into these Terms and provides additional terms and conditions related to our use, collection, and disclosure of your personal information. Any other posted guidelines or rules applicable to any individual use of the website will also form part of these Terms. Use of our website acknowledges that you agree to abide by all such other guidelines and rules.

## **ACCESS TO SERVE2PERFORM ONLINE SERVICES**

### ***Accounts***

Some features of the Site or Services may require registration and certain information about yourself for an account with Serve2Perform ("Account"). You promise that any information about yourself that you provide to us will be true, accurate, complete, and current. Confidentiality of your Account login information and for all activities of your Account are your sole responsibility. You agree to immediately notify us of any suspected unauthorized use or security breach of your Account. Serve2Perform cannot and will not be liable for any damage or loss from your failure to comply with these requirements.

Serve2Perform reserves the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site with or without notice; limit the Site's availability to any person, geographic area or jurisdiction we choose; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that neither we nor any affiliated entity shall be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any service, software, submission, feature, product or other Content offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

Some areas of the Site and/or Content provided on or through the Site may have additional terms, guidelines, license agreements, user agreements, or other agreements or privacy policies that apply to your access and use of that area of the Site or that Content (including terms and conditions applicable to an educational institution, government agency, corporation or other organization and its users). If there is a conflict between these Terms and the terms, guidelines, license agreements, user agreements, or other agreements (collectively "Agreements") or privacy policies for a specific area of the Site or for specific Content, the Agreements shall have precedence with respect to your access and use of that area of the Site or Content.

Subject to these Terms, we grant you a limited, non-exclusive, nontransferable personal license to access and use the Site and Services.

## **Username and Password**

General access to the Site does not require registering for or logging into the Site, but other portions of the Site may require registration. These Terms govern use of all portions of the website, regardless of registration. Registration on the Site may require you to provide us your email address and password and to enter other information. Remember your password and do not share your password with anyone. Your email address and password will identify you to us when you return to our Site. If you forget your password, you may not be able to access certain portions of the Site. You are solely responsible to maintain the confidentiality of your username and password and for all activities when a user is logged into the Site by your username and password.

You agree to immediately notify Serve2Perform of any unauthorized use of your username and password or any other security breach and ensure that you log out of the Site at the end of each session. Serve2Perform will not be liable for damage or loss from your failure to comply with these Terms. You may be issued a new password or be required to change your password from time to time. Your username and password combination are not transferable to other users.

Serve2Perform reserves the right to restrict, suspend, or terminate access to the Site for any username and password combination (each, an "Account") because of inactivity or fraudulent activity under that Account, or any other reason we deem appropriate. We are available for your questions regarding use of the site at **tgrosse@serve2perform.com**.

## **Events**

Serve2Perform loves spending time with our Serve2Perform participants and offers numerous opportunities for interactive activities to you (a "User") to communicate directly with us or other Users of the Site that will be visible to other Users of the interactive activities ("Events"). This Events Sections applies to the activities of persons who are participating in Events on the Serve2Perform Site and in person. The scope of these Event services may change from time to time, with or without notice. You are using Event services if you post a forum entry, create a profile, submit any other User Created Content, as defined below, or otherwise participate in any Event feature.

Events may be used only for lawful purposes in accordance with these Terms. If you are using any Serve2Perform Site Event services, and post, publish or communicate any information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material on or through the Event services, please choose carefully the information that you post and/or provide to other Users ("User Created Content"). User is prohibited from posting on or transmitting through the Serve2Perform Site any unlawful, harmful, threatening,

abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Serve2Perform reserves the right, in its sole discretion, to reject, refuse to post or remove any posting or other User Created Content (including private messages) by you, or to deny, restrict, suspend, or terminate access to all or any part of the Event services at any time, for any or no reason, with or without prior notice or explanation, and without liability.

### ***Right to Remove Profile or Terminate Access.***

Serve2Perform reserves the right, in its sole discretion, to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Event services for any reason.

### ***Misuse of Event Services.***

If you become aware of misuse of the Event services, including any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violates any applicable law, please contact us at **tgrosse@serve2perform.com** and provide us the URL or link to the page you feel violates these Terms.

### ***User Created Content.***

Serve2Perform seeks to create a welcoming experiential learning environment where Users feel empowered to develop their talents and build human capacity, but Serve2Perform cannot review every User post at all times during the day. Serve2Perform assumes no responsibility for ongoing monitoring of the Serve2Perform Site or for removal or editing of any User Created Content, even after receiving notice. Serve2Perform assumes no liability for any action or inaction with respect to conduct, communication, or User Created Content within the Event. You are responsible for your interactions with other Users.

Event Users may upload to or otherwise submit to Serve2Perform for distribution on the Serve2Perform Site only (i) User Created Content that is not subject to any copyright or other proprietary rights restrictions; or (ii) User Created Content in which the owner or licensor has given express authorization for Serve2Perform to distribute over the Internet. You may not upload, embed, post, e-mail, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. Serve2Perform is entitled to presume that all User Created Content conforms to

the foregoing requirements. The unauthorized submission of copyrighted or other proprietary User Created Content is illegal and could subject the User to personal liability for damages in a civil suit as well as criminal prosecution. Event Users assume all liability for any damage resulting from any infringement of copyrights or proprietary rights, or from any other harm arising from an unauthorized submission or submission of User Created Content. Serve2Perform assumes no liability for any damage resulting from any infringement of copyrights or proprietary rights, or from any other harm arising from any User Created Content.

By submitting User Created Content within the Event, Event Users automatically grant, or represent and warrant that the owner or authorized licensor of such User Created Content has expressly granted, Serve2Perform, the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, publish, translate, sublicense, copy, modify, delete, enhance and distribute the User Created Content in whole or in part worldwide and/or to incorporate such User Created Content in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such User Created Content. Subject to this grant, the licensor of User Created Content submitted to Serve2Perform retains any and all rights which may exist in such User Created Content. By participating in the Event, Event Users automatically grant Serve2Perform the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, publish, translate, sublicense, copy, modify, delete, enhance and distribute any information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material in whole or in part created by Serve2Perform that may utilize User images, for any reason, including for commercial purposes.

### **General Restrictions on Use**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics ("Content") and trademarks and logos ("Trademarks") on the Site are owned or controlled by us, licensed by us and are protected by copyright, trademark laws and various other laws of the United States. We allow you to use the Site and Services only for users' personal, noncommercial purposes.

Provided that you are eligible to use the Site, we grant you a limited license to access and use the Site and to download any portion of the Content that you have properly gained access to solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Trademarks.

You may not rent, transfer, assign, commercially exploit, resell, or sublicense access to the Services to any third party. You agree not to combine or integrate the Site or Services with hardware, software, or other technology or materials not

provided by us. You may not alter or create any derivative product based on the Site or Services. Except as expressly stated in these Terms, no part of the Site or Services may be copied, reproduced, republished, distributed, displayed, downloaded, posted, or transmitted in any form or by any means. Any future amendments to the Site or Services shall be subject to these Terms. You agree not to use the Site or Services to violate local, state, national or international law; stalk, harass, or harm anyone; collect or store personal data about other users; impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or interfere with the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.

### ***Serve2Perform Ownership***

As we mention above, we and/or our vendors and suppliers, as applicable, retain all right, title, and interest in and to the Site and the Services, and all related intellectual property rights. Serve2Perform and its suppliers reserve all rights not granted in these Terms. If you provide Serve2Perform any feedback or suggestions regarding the Site or Services ("Feedback"), you hereby assign to Serve2Perform all rights in the Feedback and agree that Serve2Perform shall have the right to use such Feedback and related information in any manner it deems appropriate. Serve2Perform will treat any Feedback you provide to us as nonconfidential and nonproprietary. You agree that you will not submit to Serve2Perform any information or ideas that you consider to be confidential or proprietary.

## **TERMS AND CONDITIONS OF SALE**

### ***Products and Pricing***

Products on the Site ("Products"), their descriptions, and their prices are each subject to change. Serve2Perform reserves the right to modify, suspend, or discontinue the sale at any time of any Product with or without notice. If a Product is listed with an incorrect price or incorrect information due to typographical error, we have the right, prior to the acceptance of your order (as described below), to decline or cancel any such orders, whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the order and we cancel your order, we shall immediately issue a credit to your credit card account in the amount of the charge.

### ***Orders***

When you make an order, your order is not accepted until we send you confirmation information for the order (or the accepted portion). We may require additional information or verification before accepting any order. An order confirmation from us does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline or cancel your order (in whole or in

part) for any reason. This may occur because of limited stock or issues with supply. If we cancel all or a part of your order, we will either 1) issue a credit to your credit card account in the amount charged for the cancelled portion (if your credit card has already been charged for the order) or 2) will not charge your credit card for the cancelled portion of the order.

## **DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS OF LIABILITY**

### ***Limited Warranties***

The Site, Services, all information, Content, materials and services related to the foregoing, and the products are provided “as is” and “as available” and to the fullest extent permissible under applicable law, we and our affiliates disclaim all warranties, express or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, non-infringement, non-interference, system integration, and accuracy of data. Applicable law may not allow the exclusion of certain implied warranties, so the above exclusion may not apply to you. We and our affiliates do not warrant that your use of the Site or Service will be uninterrupted, error-free, or virus free. We are not the provider of and make no warranties with respect to any third-party offerings. We do not guarantee the security of any information transmitted to or from the Site or Services; and you agree to assume the security risk for any information you provide using the Site or Services.

No representation or warranty is made that the Site or Services provide comprehensive or accurate information. We reserve the right to filter, alter, or remove content, media, information, or any other material from the Site or Services and from the output of the Site or Services. You understand that we have developed our technologies to find information that we believe will be most relevant and interesting to you. Accordingly, we may in our discretion filter out links to content aggregators. Search engines or other online services whose technologies and services, in our opinion, are inconsistent with these objectives.

### ***Limitation of Liability***

Use of our Site or Services, and/or the Products are at your own risk. In no event will we or our affiliates be liable for any indirect, incidental, consequential, or special damages in connection with these Terms, the Service, the Site, or the Products, whether or not such damages were foreseeable and even if we were advised that such damages were likely or possible. In no event will our aggregate liability to you for any and all claims arising in connection with these Terms, the Service, the Site, or the Products exceed the greater of 1) fifty dollars (US \$50.00) or 2) the amounts you have paid to the Company in the prior 6 months hereunder.

You acknowledge that this limitation of liability is an essential Term between you and us relating to the provision of the Site or Services, and the Products to you, and we would not provide the Site or Service or Products to you without this limitation.

## **Exclusions**

The limitations or exclusions of warranties and remedies contained in these Terms shall apply to customer only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where customer is located. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

## **Indemnification**

You agree to indemnify, hold harmless and, at our option, defend our Company (including our affiliates, officers, directors, employers, agents, licensors, suppliers, and any third-party information providers) from and against all damages, claims, costs, demands, expenses, and liabilities, including reasonable attorneys' fees, resulting from any violation of these terms or applicable law.

## **Governing Law; Venue**

This agreement has been made in, and will be construed and enforced in accordance with the laws of, the State of Arkansas without regard to its principles of conflicts of laws. You and Serve2Perform consent to the exclusive jurisdiction of the state and federal courts sitting in Washington County, Arkansas for any actions, suits or other proceedings arising out of, or related to, the enforcement of either party's rights hereunder. You and Serve2Perform agree not to commence any action suit or proceeding in any other court and hereby irrevocably and unconditionally waive any objection to the laying of venue in any such court. The parties each agree to waive their separate rights to a trial by jury.

## **TERM AND TERMINATION**

These Terms will become effective and binding when you use the Site or Service, when you voluntarily provide any information about yourself to us, or when you indicate your agreement by following any instructions we place on the Site (such as buttons labeled "I Agree") (whichever occurs first). We reserve the right to terminate these Terms, your Account, and your access to the Site and the Service at any time without notice. You may delete your Account at any time, for any reason, by following the instructions on the Site. If we have suspended or terminated these Terms, your Account, the Site, or the Service other than for your breach of these Terms, we will refund you a pro-rata share of any amounts you have pre-paid for the Service (if any). Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms.

## **COPYRIGHT POLICY**



Copyright © 2020, Grandslam Performance, LLC. All rights reserved. All Content and Trademarks displayed on the Site or Services are our property or the property of other third parties. Subject to any limited license provided in these Terms, you are not permitted to use these Trademarks or Content without our prior written consent or the consent of such third party that may own the Trademarks or Content.

## **MODIFICATIONS TO TERMS**

We may change these Terms from time to time. Any such changes will become effective thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site or Services. If you object to any such changes, your sole recourse will be to cease using the Site and the Services. Continued use of the Site or the Services following posting of any such changes will indicate your acknowledgement of and your agreement to be bound by the revised Terms. Certain features of the Services may be subject to additional terms of use, and your use of those features acknowledges you agree to be bound by the additional terms applicable to such features. In the event that any of the additional terms of use governing such area conflict with these Terms, the additional terms will govern.

## **MODIFICATIONS TO SERVICES**

We reserve the right to modify the Site and/or Services at any time without notice. If you object to any changes to the Site or Services, your sole recourse will be to cease using the Site and Service, terminate your Account for a pro-rata refund of any amounts you have pre-paid for the Services (if any). Continued use of the Site or Services following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. We also reserve the right to discontinue the Site and/or Services at any time without notice. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Site or the Services, except as otherwise expressly set forth in these Terms.

## **GENERAL TERMS**

You agree to comply with all laws, rules, and regulations that apply to your use of the Site, the Services, and the Products. Any delay or failure by us to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions reflected in the invalid provision, and the other provisions of these Terms shall remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word *including* means "including without limitation." These Terms constitute the entire agreement between you and us with regard to the matters described above. These Terms,

and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Serve2Perform' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

Contact Information: [tgrosse@serve2perform.com](mailto:tgrosse@serve2perform.com)