

TrainingPeaks Terms of Use

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1. WHO WE ARE

TrainingPeaks, LLC (“TrainingPeaks,” “we,” “our,” or “us”) provides a variety of services and features directed to coaches, sport enthusiasts and athletes through our online and mobile fitness training offerings (“Services”). The TrainingPeaks Services are provided through its websites (www.trainingpeaks.com, app.trainingpeaks.com, api.trainingpeaks.com), related mobile applications and all related subdomains. All of the above-identified websites and mobile applications are collectively referred to as the “Sites” and individually as a “Site.”

2. THESE TERMS FORM A BINDING LEGAL AGREEMENT

These [Terms of Use](#) (“**Terms of Use**” or “**Terms**”), along with our [Privacy Policy](#) (“**Privacy Policy**”) constitute a legally binding agreement between you and us and govern your access to and use of our Sites and Services. We are providing you with access to the Sites and Services only if you agree to these Terms. Please read the Terms and [Privacy Policy](#) carefully. By accessing and using our Sites and our Services in any manner, you agree to be bound by these Terms and our [Privacy Policy](#). If you do not agree to adhere to these Terms or the [Privacy Policy](#), you may not use our Sites or Services.

We reserve the right to change these Terms and our [Privacy Policy](#). We may also change, suspend, or end access to all or any part of the Sites and Services at any time, in our discretion. It is your responsibility to periodically review these Terms.

We may also require you to follow additional rules, guidelines, or terms and conditions (“**Additional Terms**”) to access and use various features of the Sites and Services, to participate in certain promotions available through the Site, or to receive other services offered from time to time. Any Additional Terms you agree to through the Sites and Services will supplement these [Terms of Use](#). If any Additional Terms differ from the terms of these [Terms of Use](#), the Additional Terms will take precedence over the terms of these [Terms of Use](#), but only with respect to the matters governed by the Additional Terms.

3. YOUR REPRESENTATIONS

BY USING AND/OR ACCESSING ANY PART OF OUR SITES OR SERVICES, YOU UNCONDITIONALLY AND EXPRESSLY ACKNOWLEDGE, REPRESENT AND AGREE THAT YOU: (A) HAVE READ AND UNDERSTAND THESE TERMS AND THE [PRIVACY POLICY](#); (B) UNDERSTAND THAT YOU ARE BOUND BY THESE TERMS AND THE [PRIVACY POLICY](#); AND (C) WILL COMPLY WITH THESE TERMS, THE [PRIVACY POLICY](#) AND ANY APPLICABLE LAWS AND REGULATIONS.

4. PRIVACY & USE OF DATA

We, both directly and through our service providers, collect, maintain, process, use and disclose various types of data to provide you with the Sites and Services. Subject to the terms and disclosures within our [Privacy Policy](#), you grant us permission to access, review, analyze, gather, and otherwise use and disclose your personal information (including sensitive information) collected through your use of our Sites and Services.

5. CHILDREN'S ONLINE PRIVACY AND PROTECTION

We are committed to protecting the online privacy of children. As part of providing our athletic training offerings, we do collect certain personal information about children. However, we collect such information only for the purpose of providing our users the opportunity to participate in athletic training services through the Sites and Services, and only in accordance with applicable law.

Upon account creation, if the user's reported date of birth requires us to obtain parental/legal guardian consent, we will request the user to provide the email address of their parent or legal guardian. Account creation data is solely used for the purpose of obtaining parental/legal guardian consent. We will not collect any further information from the user or permit the user to activate an account until we receive verifiable consent from the user's parent or legal guardian. We will seek verifiable consent from the parent or legal guardian after obtaining the user's name and parental/guardian email. However, if we do not receive verifiable consent from the parent/legal guardian within seventy-two (72) hours, we will delete the account and all information provided by the user when seeking to create an account.

It is a violation of these [Terms of Use](#) for children to create an account by misrepresenting their age. If we have reason to believe an account is operated by a minor without verified parental consent or become aware that a child has misrepresented his or her age or otherwise circumvented our requirements for obtaining parental/guardian consent, we will lock the child's account and send a notification to the parent or legal guardian identified by the minor when creating the account (if provided) to inform them of the unauthorized account and to provide them the opportunity to bring the account in compliance through provision of legally recognized consent. If the child's account is not brought into compliance within fourteen (14) days, we will delete the account and the child's personal information. We reserve the right to delete any accounts (and related data) that we suspect are owned by children under 16 who have not provided verifiable parental consent.

- Individual Users in the United States and Canada. In the United States and Canada, we must obtain consent from the parents or legal guardians of children under 13 years old prior to collecting those children's personal information.
- Individual Users in Europe. In Europe, we must obtain consent from the parents or legal guardians of children under 16 years old prior to collecting those children's personal information.
- Providing or Withdrawing Consent. We allow parents and legal guardians to request a description of the types of information collected, to review information submitted by their children, to request the removal of any information, and to prevent further use or online collection of their children's information. Details on these procedures can be found in our [Privacy Policy](#) at <https://www.trainingpeaks.com/privacy/>.

6. LICENSE TO USE THE SITES AND SERVICES

Subject to these Terms and our [Privacy Policy](#), we grant you a limited, non-transferable, non-exclusive, revocable, limited license to access and use the functionality, features, tools, content and information provided through our Sites and/or Services for the purpose of obtaining athletic information, coaching,

training and tracking, communicating with us, providing your reviews and participating in features and promotions we may offer from time to time. The scope of your specific license will be defined by the account/subscription you choose. You may not use the Sites or Services for any other purpose without first obtaining written permission from us. If you would like broader rights than those granted in your subscription, contact us to request permission. Any license granted to you to use the Sites and Services is personal to you and you may not assign it to others.

7. NO RESPONSIBILITY FOR COACHES OR SPONSORS

Through our Sites and Services, coaches and sponsors may provide information, services and content. You acknowledge that you are solely responsible for your selection of any coach or other third party you choose to assist you with your training, exercise, or fitness (your **“Coach”**) and for any advice, coaching, training, or other services you receive from that Coach (**“Coaching Services”**). You are also solely responsible for your selection of and relationship with your sponsor (your **“Sponsor”**), if any, and any payments or other benefits provided to you by your Sponsor (**“Sponsor Benefits”**). We are not responsible for any Coaching Services or Sponsor Benefits, whether or not the Coach or Sponsor uses the Site or Services to assist them in providing you with any Coaching Services or Sponsor Benefits. We have no control over, are not responsible for, and do not provide support or maintenance for, any Coach or Sponsor or and Coaching Services or Sponsor Benefits. Separate and apart from these [Terms of Use](#), your access to and use of any Coaching Services or Sponsor Benefits may also be subject to any other agreement you have entered into (or enter into) with your Coach or Sponsor in addition to this Agreement (a **“Coaching Agreement”** or **“Sponsor Agreement,”** respectively). Notwithstanding any Coaching or Sponsor Agreement, these [Terms of Use](#) will continue to apply to your use of the Site and all Services. Any Coaching or Sponsor Agreement will apply separately to any Coaching Services or Sponsor Benefits you receive from your Coach or Sponsor and are separate and independent from the Services you may receive from us under these [Terms of Use](#).

8. ACCOUNTS & SUBSCRIPTIONS

We designate various types of accounts (each, an “**Account**”) that provides different functionality to different users of the Sites. You may choose your Account type when you first submit a registration for the Services or the Site (your “**Registration**”).

Creating a free account gives you access to our limited catalog of free endurance and/or strength training content and tracking which can be used. To access additional coaching and training features and content, a coach subscription or an athlete subscription, or a training program subscription must be purchased. We reserve the right to modify and/or eliminate subscription offerings in our sole discretion with or without notice to you. Prior to authorizing any subscriptions, we will first create an account and authenticate the user.

- A “Free Athlete Account” allows only you limited access to view, upload and access your own content, as well as the free content made available through the Free Athlete Account. Free Athlete Accounts do not have many of the features and functions available to you if you register for one of the other Account types below.
- A “Paid Athlete Account” allows only you greater access to view and download content and to access and use additional features and functions not available with a Free Athlete Account.
- A “Coached Athlete Account” allows only you to access the Account as designated by your Coach and is linked to the Coach Account for the Coach you have designated in your Registration or through the Site as your Coach.
- A “Coach Account” allows only you to provide coaching services and content to your athletes through the Sites and Services. Subscriptions to Coach Accounts permit you to create your own training programs or team and to offer your training services and programs, including without limitation, text, images, illustrations, graphics, workout and other data, audio, video or audio-video clips, or other materials (each a “**Training Program**”).

- A “Sponsored Account” is a Paid Athlete Account, Coach Account, or Coached Athlete Account that is maintained by us under a separate agreement with your Sponsor through which you have registered for your Account.

You may convert the type of Account you have by emailing us or by making a change through your account. Please review these [Terms of Use](#) and [Privacy Policy](#) with your coach or sponsor, as applicable, for the ways that changing your Account affects your access to your Account and the scope of your Services.

9. ACCOUNT FEES AND PAYMENTS

- Paid Athlete Accounts and Coach Accounts. You are required to pay the fees for your Paid Athlete Account or Coach Account for the term of the plan selected in your Registration prior to obtaining access to your Account. All fees will be payable in advance, unless otherwise specified in your Registration of on the Site. All plans automatically renew unless you terminate your Account within the time specified in your Registration or on the Site for your plan before your plan is scheduled to renew. You are free to terminate your Paid Athlete Account or Coach Account at any time. We will not provide any refund upon termination, but you will continue to have access to your Account after you have terminated your Paid Athlete Account or Coach Account until the expiration of your plan’s current term.
- Coached Athlete Account. If you have a Coached Athlete Account, the responsibility for payment of the fees, if any, for your access to your Account will be as specified by the terms of your applicable Coaching Agreement.
- Sponsored Account. If you have a Sponsored Account, your Sponsor will pay the fees, if any, for your access to your Account. Please refer to the terms of your Sponsor Agreement regarding payment for and termination of your Account.

10. TRIAL ACCESS

If you access or use any version of the Sites and Services designated as "trial", "evaluation", "not for resale", or other similar designation ("**Evaluation Versions**"), you may use the Evaluation Version only during the evaluation period and only for evaluation purposes. You may not use any materials, features or data provided in or through the Evaluation Version for anything other than non-commercial, educational purposes. You may register and use only one trial or evaluation account. You may not set up multiple trial accounts by using different email addresses to avoid paying for the Sites and Services. If we learn that you are abusing the trial access opportunities, we may block you from creating further accounts.

11. ACCOUNT REQUIREMENTS

You will be required to create an account that is verified by us to access the Sites and Services. You are responsible for the accuracy of all information you provide to us and expressly agree to provide accurate information and to update your account as necessary to keep it accurate. We will use any personal information we collect from you in accordance with our [Privacy Policy](#). You will also be required to set a password to create your account.

You agree that: (a) you will be solely responsible for the security of your account credentials and any activity (whether authorized or unauthorized) that takes place through your account; (b) you will notify us immediately of any unauthorized uses of your account or any other breach of security; (c) you will not submit false information to us or anyone else through the Sites or Services; (d) you will not create multiple trial accounts under different emails to obtain free services; (e) you will not allow others to access and use your account; (f) you will be responsible for your own Internet connection and information technology infrastructure (including computers, software, hardware, databases, electronic systems, and networks) that are necessary to access and use the Sites and Services; (g) if your Account is designated as a Coached Athlete Account, the Coach to whom your Account is linked will have access your Account, including the ability to set and reset your password and to view or modify the content in your Account; (h) if you have a Sponsored Account, the Sponsor of your Account may also have the ability to set and reset your password and view or modify the

content in your Account; (i) use of Paid Athlete Accounts and Coached Athlete Accounts is limited to your own personal, noncommercial use only; (j) if you have a Coach Account, you may use the Site as a tool to assist you in providing coaching or training services to individual users who have a Coached Athlete Account that is linked to your Account; and (k) if you have a Sponsored Accounts, your use of the Account is potentially subject to additional terms that may be presented to you during registration for your Sponsored Account.

12. ACCOUNT & DATA QUALITY CONTROL

We are implementing processes and procedures to improve the accuracy of our account data. From time to time, accounts are created with inaccurate information and/or remain unused for long periods of time. We reserve the right to disable and/or delete any accounts and or data that we suspect to be inaccurate and/or are unable to verify.

13. RESTRICTIONS ON THE USE OF THIRD PARTY SERVICES AND TOOLS

We make our Sites and Services compatible with hundreds of devices, mobile apps and third party software that you can choose to connect with. Examples include ([Garmin](#), [Suunto](#), [Polar](#), [Wahoo](#), [Zwift](#) and [Apple Health](#)). For more information on our compatibility options and API partners, [visit this page on the Training Peaks Help Center](#).

You may not utilize any third party technologies or services to obtain services or metrics, including (without limitation), options to sync devices with your account, when such services are provided by TrainingPeaks only if you have a paid account.

14. AGE RESTRICTIONS

You may not create an account unless you are 16 years of age or older. If you are a parent or guardian of a child under 16 years of age, then you may create an account and allow your child to access that account and the services under your direct supervision. you will be solely responsible for all access to and use of the services and that account by your child. If you are 17 years old, you may establish

your own account, but only if your parent or guardian accepts this agreement on your behalf. If you are a parent or guardian entering this agreement for the benefit of a child aged 17, then you agree you will be solely responsible for all access to and use of the services and that account by your child.

By submitting a Registration form or creating an Account on the Sites, you represent to us that: (1) you meet any age restrictions for the Sites, and (2) the information you have provided on your Registration (“Account Information”) is true, accurate, current and complete. You will maintain and promptly update your Account Information using the functionality provided through the Site to keep it true, accurate, current and complete.

15. TERM AND TERMINATION

- Term. We will provide the Services to you for your particular Account commencing upon the payment and completion of the Registration for your Account for the term that you (or your Sponsor or Coach, if applicable) selects unless your Account is terminated before the end of the term as permitted in these [Terms of Use](#).
- Termination By Us. We reserve the right to disable your password and terminate your access to your Account regardless of the type of Account you have if (1) you fail to comply with these [Terms of Use](#), including without limitation, failing to comply with the password restrictions or providing false Account Information, or (2) for a Free Athlete Account, for any reason or no reason. If we do so, we may also choose to delete your Account Information or remove content you have posted or uploaded to the Site or your Account. We will not provide any refund if your Account is terminated under this Section.
- Termination By Coach/Sponsor. If you have a Coached Athlete Account or a Sponsored Account, your Coach or Sponsor has the right to not renew or terminate, or to direct us to not renew or terminate, your Account. We have the right to terminate your Account after receiving instructions from your Sponsor or Coach. Please refer to your Coaching Agreement or Sponsor Agreement and any Additional Terms that you may have accepted regarding your Account for additional information about the circumstances under which your Coach or Sponsor may terminate your particular Account. If your

Coach or Sponsor terminates or does not renew your Coached Athlete Account or Sponsored Account, or directs us to terminate or not renew your Coached Athlete Account or Sponsored Account, we will provide you an opportunity to re-designate your Account as a Paid Athlete Account or Free Athlete Account. If you choose to re-designate your Account as a Paid Athlete Account or Free Athlete Account, then the terms of these [Terms of Use](#) applicable to Paid Athlete Accounts or Free Athlete Accounts, as applicable, will thereafter apply to Your Account, including payment of applicable fees (if any). If you choose not to re-designate your Account as a Paid Athlete Account or Free Athlete Account, then we may terminate your Account. In addition, if you have a Coached Athlete Account and your Coach's Coach Account is terminated by us for any reason, we will give you an opportunity to re-designate your Account as a Paid Athlete Account or Free Athlete Account, as specified above.

- Termination by You. If you notify us that you wish to terminate your Account, regardless of the type of Account you have, we will promptly take such action as is necessary to terminate your Account. Upon such termination, we may also choose to delete your Account Information or remove content you have posted or uploaded to the Site or your Account. We will not provide any refund if your Account is terminated under this Section.
- Other Termination or Modification. In addition to the termination rights above, we have the right to terminate the Services at any time or to modify or change the Services to eliminate any or all of the Services.
- Suspension – General. Without limiting our right to terminate your Account, we may also immediately and indefinitely suspend your access to the Sites, Services and Account, including, without limitation, all of your content, with or without notice to you, upon any actual, threatened, or suspected breach of these [Terms of Use](#) or applicable law or upon any other conduct we deem to be inappropriate or detrimental to the Site, Services, us, or any other customer or user.
- Suspension – Inactivity. If you have a Coach Account, we reserve the right to disable your password and suspend your access to your Account if you have had no fees payable on your Account for a period of 60 days. If you

notify us following any such termination, provided you are not then in breach of these [Terms of Use](#), you may reactivate your Account by paying all applicable fees required in connection with initial activation of a Coach Account.

16. NO MEDICAL ADVICE

THE SERVICES AND CONTENT WE PROVIDE THROUGH THE SITE, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR BY OTHER USERS OR THIRD PARTIES IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF: (A) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS; (B) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS; OR (C) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. OUR CONTENT DOES NOT CONSTITUTE MEDICAL ADVICE. SHOULD YOU HAVE ANY HEALTHCARE RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THIS SITE, AND YOU SHOULD NOT USE OUR CONTENT FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND US. WE ARE NOT A HEALTHCARE PROVIDER OR BUSINESS ASSOCIATE OF A HEALTHCARE PROVIDER OR COVERED ENTITY AND ARE NOT SUBJECT TO THE PRIVACY RULE OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

17. USER CONTENT

The Sites and Services contain features that allow users to post, submit, publish, display, or transmit to us and to others certain data, recordings and materials, including (without limitation) athlete information, photos, event information, goals, training programs, training logs, training data and analysis, meal data and

planning, comments, reviews and other materials (“**User Content**”). You retain all rights in and to your User Content.

- **License Grant.** By uploading or creating User Content through the Sites or Services, you grant us and our related companies, agents, sublicensees, service providers, instructors, contractors and assigns (“**Licensed Parties**”), an irrevocable, worldwide, royalty-free, fully paid up, sublicensable perpetual license to use, store, analyze and distribute your User Content so that we can provide our Sites and Services to you. We will not pay you for the use of your User Content and we reserve the right to remove or delete any User Content, in our sole discretion. It is your responsibility to keep a copy of your own User Content in the event it is lost, altered or destroyed.

- **Content Standards; Prohibited Content.** All User Content that you post, submit, publish, display, or transmit using the Sites or Services must comply with our content standards. We reserve the right to remove or delete any and all User Content hosted or transmitted through the Sites or Services that does not comply with our content standards or these Terms. While our content standards may change over time, examples of User Content that violates our content standards and is prohibited includes (without limitation) User Content that:
 - is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - harasses or advocates harassment of another person;
 - exploits people in a sexual or violent manner;
 - contains nudity, violence, or offensive subject matter;
 - provides any telephone numbers, street addresses, last names or email addresses of anyone except yourself;
 - promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - violates any intellectual property or other proprietary right of any third party, including content that promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 - involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, instant messaging or “spamming”;

- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
 - furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - solicits passwords or personal identifying information for commercial or unlawful purposes from other members;
 - involves commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
 - includes a photograph of another person that you have posted without that person's consent or, in the case of children under the age of thirteen (13), parental consent, or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; or contains a virus or other harmful component.
- Non-Confidential. All User Content you post, submit, publish, display, or transmit using the Sites or Services will be deemed non-confidential and, except for any copyright you own (such as in an original composition), non-proprietary.
 - You are Responsible. You understand and acknowledge that you are responsible for all User Content you post, submit, publish, display, transmit or otherwise upload or introduce to the Sites and/or Services, and you, not TrainingPeaks, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any content you provide or create through the Sites and Services.
 - Representations and Warranties. You represent and warrant that (i) you are solely responsible for User Content you upload or otherwise provide to us, (ii) you own all rights in and to your User Content and/or have obtained appropriate rights and permissions from any and all other persons and/or entities who own, manage or otherwise claim any rights with respect to such User Content, (iii) the Licensed Parties' use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, patent, trade secret, privacy, publicity, moral, proprietary or other rights, of any third party, or any law, rule or regulation, (iv) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful; and (v) all User Content complies with these Terms and applicable law.

- Indemnity. To the fullest extent allowable by law, you release the Licensed Parties from, and agree to indemnify, defend and hold harmless the Licensed Parties for, all claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with your User Content.
- Special Notice to Holders of Coached Athlete Accounts and Sponsored Accounts. If you have a Coached Athlete Account or a Sponsored Account, or if you convert your Paid Athlete Account to a Coached Athlete Account or a Sponsored Account, then the Coach or Sponsor linked with your Account has the right to access, view, modify, add, and delete your User Content. By registering for a Coached Athlete Account or a Sponsored Account, or by converting your Paid Athlete Account to a Coached Athlete Account or a Sponsored Account, the rights you grant to us include the right to allow the Coach or Sponsor with whom your Account is linked a license to copy, modify, view, add and delete your User Content.

18. INTELLECTUAL PROPERTY & SHARING CONTENT

You agree that you will not use the Sites or Services to infringe the copyrights or other intellectual property rights of others in any way. Without limiting the foregoing, you agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate content received or generated through the Sites or Services, including (without limitation) to others in the same company or organization, without the express prior written consent of the copyright holder(s) and us, as applicable.

19. OWNERSHIP RIGHTS

Our Sites, Services and content are confidential and proprietary to us and are provided only to authorized licensees/users. Our Sites and Services contain and make available works and content owned by third parties, including by Coaches. You may not use the Sites or Services (or the content thereon, including third-party content) in any manner or for any purpose that would constitute infringement of our, its licensors', or other users' intellectual property rights. You expressly acknowledge and agree that we and our content providers (as applicable) own all content, trademarks, copyrights and other intellectual property

located on and related to the Sites and Services, excepting only the User Content described below.

The content offered through our Sites and Services may change from time to time. We reserve the right to modify and/or remove content from the Sites and Services at any time without notice to its users. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTENT AVAILABLE TO YOU THROUGH THE SITES AND SERVICES MAY BE USED ONLY FOR YOUR PERSONAL, NON-COMMERCIAL, OR EDUCATIONAL USE. YOU MAY NOT SELL OR DISTRIBUTE ANY CONTENT OR MATERIAL OBTAINED THROUGH THE SITES OR SERVICES.

- User Content. The Sites and content we and others provide are protected under applicable intellectual property laws. In addition, the User Content you provide becomes part of a collective work under U.S. and international copyright laws and treaties. While you retain ownership of your User Content, we own the copyright in the selection, coordination, and arrangement of the content, including User Content, on the Sites.
- Content License. While you maintain a valid Account with us, we grant you a personal, limited, revocable, non-sublicensable license to download and print copies of any portion of the content of the Site to which you have properly gained access for your personal use (or if you are a Coach, only for use by individual users who have a Coached Athlete Account to which your Coach Account is currently linked). The foregoing license is subject to these [Terms of Use](#) and does not include the right to use any data mining, robots or similar automated means or methods to access any content on the Site. This license is revocable by us at any time without notice and with or without cause.
- Content Restrictions. Unless you are expressly granted rights to do so by TrainingPeaks under a separate agreement from these [Terms of Use](#), You may not and you may not permit others to copy, distribute, perform or display publicly, prepare derivative works based on, broadcast, exploit or use any part of the content on the Site (except your User Content) except as expressly provided in these [Terms of Use](#) without our prior written permission. Any use of the Sites, including the content of the Sites (except your User Content), other than as specifically authorized in these [Terms of Use](#) (or any such separate agreement with us), is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also

violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. You will not remove, modify or obscure any copyright, trademark, or other proprietary notices from any content (except your User Content).

- **Software.** Unless otherwise expressly stated in a license or other agreement separate from this Agreement that you may have entered into (or may enter into) with us relating to any software, code, or APIs available on or accessible through the Sites or Services (collectively, “**Software**”) (each such license or other agreement, a “**Software License Agreement**”), we grant you a personal, limited, non-exclusive right and license to download, install, and execute the Software in accordance with any instructions we provide to you, solely for your own business purposes in connection with your access to and use of the Site and Services. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), you are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software or any intellectual property rights therein or related thereto, and You may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Software without our prior written permission. Except as set forth in this Agreement, any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement.
- **Site Restrictions.** You acknowledge that the Services, Sites Software, and all other databases, software, hardware and other technology used to provide the Services and operate the Site (collectively, our “Technology”) and their structure, organization, and underlying data, information and source code constitute our valuable trade secrets. You will not, and will not permit any third party to: (a) access or use the Technology, in whole or in part, except as expressly provided in these [Terms of Use](#); (b) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (c) use automated scripts to collect information from or otherwise interact with the Technology; (d) alter, modify, reproduce, create derivative works of the Technology; (e) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of our rights to access or use the Technology, including,

without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make the Technology, or access thereto, available to any third party; (f) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Technology; (g) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (h) use the Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes; or (i) interfere in any manner with the operation or hosting of the Technology, or attempt to gain unauthorized access to the Technology.

- Ownership of Trademarks. The [trademarks and service marks](#) used or displayed on the Sites (“**Trademarks**”) are registered and unregistered trademarks of TrainingPeaks and its licensors or affiliates. Your license to access the Sites does not constitute a license to use any Trademarks and you may not use any Trademarks displayed on the Site without the prior express written permission of TrainingPeaks or the trademark owner.
- Trademark License for Coach Accounts. If you have a Coach Account, during the term of these [Terms of Use](#), we grant you a limited, non-exclusive, non-sublicensable, personal license to use the Trademarks “TrainingPeaks”, “[TrainingPeaks.com](#)” “Powered by TrainingPeaks,” and any logos or designs we provide containing the foregoing (“Licensed Marks”) solely to promote your training and coaching services to actual and potential users of the Site. Your use of any Licensed Marks will be subject to any trademark usage instructions we may provide you from time to time. All of your use of the Licensed Marks inures to our benefit and you will acquire no rights in the Licensed Marks nor challenge or contest our rights in the Licensed Marks or any other Trademarks. This license will terminate immediately upon termination of your Coach Account for any reason. Upon termination, you will immediately cease using the Licensed Marks, destroy any materials containing the Licensed Marks and delete any references to the Licensed Marks on your website.
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20. FEEDBACK

We welcome your comments, feedback, suggestions, and other communications regarding the Sites, Services and content (your **"Feedback"**). The Feedback you provide to us will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

21. LINKS TO THE SITE AND RSS FEEDS

We grant you permission to create hyperlinks to the home page of public pages within the Sites, provided that the hyperlink accurately describes the content as it appears on the applicable page of the Site. You are further granted a right to implement the RSS feeds located on the Site at www.trainingpeaks.com for your personal, non-commercial use, solely as described on the Sites. We reserve the right to revoke these licenses generally, or your right to use specific links or RSS feeds, at any time, with or without cause. If you wish to obtain a license to use, distribute, or otherwise feature our RSS feeds for commercial purposes, please contact us at support@trainingpeaks.com and request a license for commercial use. Under no circumstances may you "frame" the Site or any of its content or copy portions of the Site to a server, except as part of an Internet service provider's incidental caching of pages. When a page of the Site is accessed from a link (including RSS feeds) featured on your web site, each page within the Site must be displayed in full, without any accompanying frame, border, margin, design, branding, trademark, advertising, or promotional materials not originally

displayed on the applicable page within the Site. If you wish to link to any Site other than as described herein, you must execute a separate agreement with us. Please contact us at support@TrainingPeaks.com.

22. SUPPORT

We may provide you with support for your Account (“**Support**”) via the following methods, which may include, without limitation: online self-help support center; forums; the Sites; email; and voicemail. For current information regarding Support, please visit the following site: <http://support.trainingpeaks.com>. We will use commercially reasonable efforts to respond to Support requests within 48 hours after the request is placed. Support is available from 9:00 a.m. to 5:00 p.m. Mountain Standard Time on Monday through Friday, excluding USA holidays, provided that we do not guarantee any level of Support and may change our Support practices at any time.

23. MOBILE SOFTWARE FROM THE APPLE APP STORE

THIS PARAGRAPH APPLIES ONLY IF YOU DOWNLOAD OUR APPLICATION THROUGH THE APPLE APP STORE. We provide these Terms, which apply to your use of the Sites and Services. You acknowledge and agree that these Terms apply to you and to us, not Apple, and that Apple has no responsibility for the Sites, Services or content thereon. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Sites or Services. You and we acknowledge that Apple is not responsible for addressing any claims by you or any third party relating to the Sites or Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Sites or Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and we acknowledge that, in the event of any third-party claim that the Sites or Services, or your possession and use of the Sites, Services and/or content therein infringes that third party’s intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these [Terms of Use](#) or applicable law. You and we acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the Agreement, and that, upon your acceptance of the terms of these Terms, Apple will have the right (and will be

deemed to have accepted the right) to enforce this provision of these Terms against you as a third-party beneficiary thereof.

24. YOUR OBLIGATIONS TO US

In addition to the representations provided above, in exchange for use of the Sites and/or any Services, you represent that you will not engage in any of the following activities, directly or indirectly:

- Modify, adapt, translate or prepare derivative works or improvements to any part of the Software, Sites or Services;
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Sites or Services to any person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- Reverse engineer, disassemble, decompile, decode, or adapt the Sites or Services, or otherwise attempt to derive or gain access to the source code of the Sites or Services in whole or in part;
- Access or attempt to access the Sites or Services by any means other than the interface provided or authorized by us;
- Bypass or breach any security device or feature used for or contained in the Sites or Services;
- Use the Sites or Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law;
- Use the Sites or Services for purposes of: (i) benchmarking or competitive analysis of the Sites and/or Services; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to our detriment or commercial disadvantage;
- Violate applicable law through the use of the Sites or Services;
- Use or submit any offensive content including, without limitation, obscene language, obscene references, obscene images, threatening or harassing messages, discriminatory actions, messages, or images, and defamatory statements;
- Submit or post any false, misleading, or fraudulent statements or content;
- Engage in activity that is unauthorized advertisements or promotions, including unauthorized solicitation of other users;

- Collect personal information of other users of the Sites or Services without that user's consent;
- Delete the data of others including (without limitation) deletion of athlete data if you are a Coach;
- Engage in activity that compromises the Sites or Services (such activity may include, without limitation, hacking, IP attacks, worms, viruses, spamming, phishing, cancel bots, Trojan horses, mail bombing or crashing, or introducing malware);
- Engage in any activity designed to impede the use of the Sites or Services by other users, including overloading and flooding;
- Access the Sites or Services by means of automated process, spiders, bots, or similar device;
- Use any data mining or similar data gathering and extraction methods in connection with the Sites or Services; oUse the Sites or Services in any manner that is not expressly permitted by this Agreement; or
- Allowing unauthorized access, whether intentionally or unintentionally, to the Sites and/or Services.

You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

The license granted to you under these Terms to access and use the Sites and Services shall terminate if you violate any of the restrictions in these Terms. We reserve the right to disclose the identity of anyone posting or transmitting information or materials violating the above prohibitions.

25. ELECTRONIC MARKETING

By agreeing to these Terms, you expressly agree and consent to receive all notices from us relating to our product offerings, promotions, your personal information, your account or any license or relationship that you have with us via electronic mail via the address you have provided to us as your email address. You have the right to revoke consent to receive such notices via electronic mail, but until such consent is revoked, your consent to receive notices via electronic mail will remain in full force and effect.

26. ACCESSIBILITY

We value all of our users, and it is our goal to provide an excellent experience for all our users, including our users with disabilities. You understand and accept, however, that some of the features of the Sites and Services may not be fully accessible because they are provided by third-parties or have errors. If you have comments regarding the accessibility of any part of the Sites or Services, or would like to report an issue you are experiencing, please email us at support@trainingpeaks.com. You expressly agree to attempt to work with us in good faith to obtain access to our Sites and Services and that you will not threaten or assert any claims regarding accessibility against us unless you have first provided us with notice of the inaccessibility problem(s) and a thirty (30) day period to address the problem.

27. DISCLAIMERS AND LIMITS ON LIABILITY; WAIVER OF CLASS ACTION RIGHTS; WAIVER OF JURY TRIAL

- a. Limited Warranty. Except in the case of Free Athlete Accounts, which are provided without any warranty whatsoever, we will use commercially reasonable efforts to provide you with the Sites and Services relating to your account during the term of your Account. In the event of a breach of this warranty, please notify us at support@trainingpeaks.com, and we will re-perform the Services as necessary to correct the problem. This warranty remedy only applies if you provide us with notice of the issue within 30 days. The warranty remedy provided in this Section will be your sole and exclusive remedy with respect to any breach of our limited warranty.
- b. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE SITES AND SERVICES, AND ALL INFORMATION AND CONTENT AVAILABLE THROUGH THE SITES AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY IMPLIED OR EXPRESS WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, SECURITY, CORRECTNESS, ACCESSIBILITY AND NON-INFRINGEMENT). TRAININGPEAKS, ITS PARENT COMPANY, AFFILIATES, OFFICERS, DIRECTORS, DISTRIBUTORS, MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, AND

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- c. No Liability for Coaches, Sponsors or Third-Party Content. WE ARE NOT RESPONSIBLE FOR ANY ACTION BY A COACH OR SPONSOR RELATING TO YOUR USE OF THE SITES OR SERVICES. LIKEWISE, WE ARE NOT RESPONSIBLE FOR ANY CONTENT PROVIDED THROUGH THE SITES AND SERVICES BY OTHERS, INCLUDING, WITHOUT LIMITATION, BY COACHES, SPONSORS, THIRD-PARTY SOURCES OR OTHER SITE USERS. YOU WILL NOT ASSERT ANY CLAIMS THAT YOU MAY HAVE AGAINST A SPONSOR, COACH, THIRD PARTY OR OTHER SITE USER AGAINST TRAININGPEAKS.
- d. Assumption of Risk. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITES AND SERVICES AND ANY ACCOMPANYING MATERIALS IS WITH YOU. YOU ASSUME ALL RESPONSIBILITY FOR SELECTION OF THE FEATURES, CONTENT AND OTHER MATERIALS TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SITES AND SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY THE TRAININGPEAKS PARTIES SHALL CREATE ANY OTHER WARRANTY, AND YOU MAY NOT RELY ON SUCH INFORMATION OR ADVICE.
- e. Right to Modify and Terminate Sites and Services. WE ARE ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SITES AND SERVICES AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.
- f. Exclusion of Certain Types of Damages. YOU AGREE THAT THE TRAININGPEAKS PARTIES ARE NOT LIABLE FOR ANY CONSEQUENTIAL,

SPECIAL, DIRECT, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES RELATING TO YOUR USE OF THE SITES AND SERVICES.

- g. Cap on Liability. IN NO EVENT SHALL THE TRAININGPEAKS PARTIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES), WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU TO US FOR THE USE OF THE SITES AND SERVICES WITHIN THE LAST TWELVE MONTHS. IF YOU LIVE IN A STATE OR COUNTRY THAT DOES NOT ALLOW THE WAIVER OF CERTAIN WARRANTIES, OR LIMITATIONS OR DAMAGES WAIVERS DESCRIBED IN THIS SECTION, SOME OF THESE PROVISIONS MAY NOT APPLY TO YOU.
- h. Notice of Claims. YOU AGREE TO PROMPTLY NOTIFY US IN WRITING IF YOU BELIEVE YOU HAVE ANY CLAIM AGAINST ANY OF THE TRAININGPEAKS PARTIES, AND, YOU AGREE THAT IF YOU HAVE ANY CLAIM AGAINST ANY OF THE TRAININGPEAKS PARTIES, YOU WILL BRING IT WITHIN ONE YEAR FROM THE TIME IT ARISES (OR SUCH SHORTER PERIOD UNDER APPLICABLE STATUTES OF LIMITATION) OR SUCH CLAIM SHALL BE WAIVED AND RELEASED.
- i. Waiver of Rights to Jury Trial and to Participate in Class Actions. YOU EXPRESSLY AGREE TO RESOLVE ANY AND ALL CLAIMS AGAINST THE TRAININGPEAKS PARTIES ON AN INDIVIDUAL BASIS AND KNOWINGLY WAIVE: (A) YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION AGAINST THE TRAININGPEAKS PARTIES; AND (B) YOUR RIGHT A JURY TRIAL IN ANY DISPUTE BETWEEN YOU AND THE TRAININGPEAKS PARTIES.

28. AVAILABILITY

WE CANNOT GUARANTEE THE SITES OR SERVICES WILL BE AVAILABLE OR SECURE 100% OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH WE STRIVE TO PROVIDE THE MOST RELIABLE SITES AND SERVICES REASONABLY POSSIBLE, INTERRUPTIONS, THIRD PARTY INTERFERENCE AND DELAYS DO OCCUR AND THE TRAININGPEAKS PARTIES EXPRESSLY DISCLAIM ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS.

29. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the TrainingPeaks Parties and any of our third-party service providers, from and against any and all claims, demands, actions, liability, fines, penalties and expenses, whether based on warranty, contract, negligence, strict liability or otherwise, that may arise from: (a) your breach of these Terms; (b) your access or use of the Sites and/or Services; (c) your intellectual property infringement or the intellectual property infringement of any third-party; and (d) any authorized activity through your account.

30. THIRD-PARTY LINKS

The Sites and Services may contain links to other third-party websites. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. Such third-party websites are maintained by persons or organizations over which we exercise no control. We disclaim any responsibility for the content or results from your use of such third-party websites.

31. COPYRIGHT COMPLAINTS

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Description of the copyrighted work that you claim has been infringed;
- The location on the Sites of the material that you claim is infringing;
- Your address, telephone number and e-mail address;
- A statement that your claim of infringement is based on a good faith belief; and
- A statement made under penalty of perjury that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our copyright agent for notice of claims of copyright infringement can be reached as follows:

TrainingPeaks
VP, Operations
285 Century Pl.
Louisville, CO 80027, USA
support@trainingpeaks.com

32. MISCELLANEOUS

- Severability. If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms in its entirety and the remainder of these Terms shall survive with the said offending provision eliminated.
- Assignment. You may not assign, delegate or otherwise transfer your Account or your rights or obligations under these [Terms of Use](#). We have the right, in our sole discretion, to transfer or assign all or any part of its rights under these [Terms of Use](#) to any third party, and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these [Terms of Use](#).
- Notices. We may send you any notices via e-mail or regular mail to the address we have on file for you. We may provide notice to you by displaying the notice on the Site as described in these Terms of Service. You will provide any notices to us solely as directed in these [Terms of Use](#) or in writing at the address set forth below.
- Waiver. Failure to insist upon strict compliance with any of the terms, covenants and conditions hereof will not be deemed a waiver of such terms, covenants and conditions, nor will any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver will be valid unless in writing and signed by an authorized officer of

TrainingPeaks.

- Amendment. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers under these [Terms of Use](#) must be in writing. Any waiver or failure to enforce any provision of these [Terms of Use](#) on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- Entire Agreement. These Terms, along with our [Privacy Policy](#), contain the entire agreement between the parties with respect to the Sites and Services, and supersedes all prior and contemporaneous representations, promises, agreements and understandings, whether oral or written, between the parties. If any provision of these Terms is deemed to be invalid or unenforceable, the remaining provisions of these Terms shall be valid and binding and of like effect as though such provision were not included.
- Survival. Survival. Sections 3, 7, 8, 11, 13, 15-19, 23, 26-28, 31 and any other provision that by its nature should survive, shall survive any termination or expiration of these [Terms of Use](#). In addition, any perpetual or irrevocable rights or licenses granted to TrainingPeaks will survive termination or expiration of these [Terms of Use](#).
- Controlling Law and Venue. It is understood and agreed that all the construction and interpretation of these Terms and the relationship between the parties shall at all times and in all respects be governed by the internal laws of the State of Colorado, without giving effect to the conflict of laws provisions thereof. Venue of any action brought to enforce or relating to these Terms or arising out of the relationship between the parties shall be brought exclusively in the courts located in Colorado, Colorado.
- Costs and Attorneys' Fees. If we successfully enforce or defend our rights under these Terms or otherwise, we shall be entitled to recover our reasonable attorneys' fees and expenses from you.

33. QUESTIONS

If you have any questions about us, the Sites, our Services, our Privacy Policy, or these Terms, you may contact us at:

TrainingPeaks, LLC

Attn: Privacy Team

285 Century Place, Louisville, CO 80027

United States of America

Visit us at support.trainingpeaks.com

Email us at privacy@trainingpeaks.com

Call us toll-free (for the U.S.A.): 1-877-201-1552