

# TEAMTHRIVE TERMS OF SERVICE

Effective Date: August 4, 2026

**PLEASE READ THESE TERMS CAREFULLY. SECTION 24 (DISPUTE RESOLUTION) CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS-ACTION AND JURY-TRIAL WAIVER THAT AFFECT HOW DISPUTES BETWEEN YOU AND TEAMTHRIVE ARE RESOLVED. IF YOU ARE A U.S. USER, THESE PROVISIONS APPLY UNLESS YOU OPT OUT WITHIN THIRTY (30) DAYS AS DESCRIBED IN SECTION 24.**

## 1. Agreement to These Terms

These Terms of Service ("Terms") form a binding agreement between you and TeamThrive ("TeamThrive," "we," "our," or "us"), a product operated by TeamThrive, LLC, a limited liability company organized under the laws of the State of Delaware. These Terms govern your access to and use of the TeamThrive mobile applications, the TeamThrive website at [teamthrive.com](https://teamthrive.com), and all related features, content, and services (collectively, the "Platform").

By downloading, installing, accessing, registering for, or using the Platform, or by clicking to accept these Terms where that option is made available to you, you agree to these Terms, our Privacy Policy, our Parental Consent Agreement (where applicable), and our Disclaimer, each of which is incorporated into these Terms by reference. If you do not agree to these Terms, do not access or use the Platform.

If you accept these Terms on behalf of a minor athlete (as a parent or legal guardian), on behalf of a sports club, team, or organization, or on behalf of any other person or entity, you represent and warrant that you have the legal authority to bind that person or entity to these Terms, and "you" refers to both you and that person or entity.

## 2. Definitions

In addition to terms defined elsewhere in these Terms, the following definitions apply:

- **"Athlete"** means an individual sports participant whose information is maintained on the Platform, including a Minor Athlete.
- **"Minor Athlete"** means an Athlete who is under the age of eighteen (18), or under the age of majority in the Athlete's jurisdiction if higher.
- **"Club"** means any sports club, team, league, school, or organization that uses the Platform to manage rosters, schedules, communications, or Athlete information.
- **"Parent"** means a parent or legal guardian of a Minor Athlete with authority to consent on the Minor Athlete's behalf.
- **"User Content"** has the meaning given in Section 7.
- **"You" or "User"** means any person who accesses or uses the Platform, in any capacity.

## 3. Who May Use the Platform; Account Categories

The Platform is intended for use by Clubs, coaches and team staff, Parents, and Athletes, in connection with roster management, scheduling, Athlete profiles, communications, and Athlete development and recruitment features.

**Adult accounts.** Adults (including coaches, Club administrators, and Parents) must be at least eighteen (18) years of age, or the age of majority in their jurisdiction if higher, to create and hold an adult account.

**Athletes thirteen (13) and older.** Only Athletes who are at least thirteen (13) years of age may directly access the Platform, and then only with verifiable Parent consent obtained as described herein. An Athlete who is at least thirteen (13) and has obtained such consent may directly access only that Athlete's own profile, schedule, and such other features as we expressly make available to Athlete accounts. Athletes may not access, manage, or view information belonging to other Athletes except as expressly enabled by the Platform.

**Athletes under thirteen (13).** Athletes under the age of thirteen (13) may not create, access, or directly use the Platform. A profile relating to an Athlete under thirteen (13) may exist on the Platform only where it is created, managed, and controlled by that Athlete's Parent (or by a Club or coach acting with documented Parent consent), and only subject to the Parental Consent Agreement, our Privacy Policy, and Section 4.

**Parent and guardian responsibility.** Accounts relating to any Minor Athlete must be created and administered by a Parent (or, where permitted, by a Club or coach acting with documented Parent consent). The Parent is responsible for creating the account, for providing and uploading the Athlete's information, photographs, and other content, for supervising the Minor Athlete's use of the Platform, and for all activity that occurs under the account. By creating or administering such an account, you represent and warrant that you are the Minor Athlete's Parent with authority to act on the Athlete's behalf.

**Eligibility generally.** You represent that you are not barred from using the Platform under the laws of the United States or any other applicable jurisdiction, and that your use complies with all applicable laws and with the rules of any governing sports body applicable to you.

#### **4. Children's Privacy and Parental Consent**

Protecting children is central to how the Platform operates. Our collection and use of personal information from and about Minor Athletes is described in detail in our Privacy Policy and, where applicable, our Parental Consent Agreement.

**Verifiable parental consent.** Consistent with the U.S. Children's Online Privacy Protection Act ("COPPA") and other applicable children's privacy laws, we do not knowingly collect personal information directly from a child under thirteen (13) without first obtaining verifiable parental consent, except as permitted by law. Where a Club or coach creates or manages a profile for a Minor Athlete under thirteen (13), that Club or coach must have obtained documented Parent consent before doing so and must provide it to us on request.

**Parent rights.** A Parent may, at any time, review the personal information we have collected from or about their Minor Athlete, request that we correct or delete it, and refuse to permit its further collection or use, in each case as described in our Privacy Policy. Exercising these rights may require us to terminate the Minor Athlete's profile or certain features.

**Recruitment visibility for minors.** Recruitment and external visibility features for a Minor Athlete are turned off by default and may be enabled only with verifiable Parent consent, as further described in Section 14. A Parent may disable these features at any time.

**Reporting.** If you believe that a child under thirteen (13) has provided us with personal information without verifiable parental consent, or that a Minor Athlete's information is being misused, please contact us at [privacy@teamthrive.com](mailto:privacy@teamthrive.com) so that we can take appropriate action, which may include removing the information and terminating the relevant account.

#### **5. Accounts, Registration, and Security**

You agree to provide accurate, current, and complete information during registration and to keep it updated. You are responsible for safeguarding your login credentials and for all activity that occurs under your account, whether or not authorized by you, except to the extent caused by our failure to maintain reasonable security.

You agree to notify us promptly at [security@teamthrive.com] of any unauthorized use of your account or any other suspected breach of security. We are not liable for losses arising from unauthorized use of your account to the extent resulting from your failure to maintain the confidentiality of your credentials. You may not share, sell, transfer, or license your account or account credentials to any other person, or create an account by automated means or under false pretenses.

You may not impersonate any person or organization or misrepresent your identity, age, role, or affiliation; create an account for anyone other than yourself, except as expressly permitted for Parents and authorized Club administrators; or create or use an account to evade a suspension or ban.

## **6. Roles of Clubs, Coaches, and Organizations**

Where a Club uses the Platform to manage rosters, schedules, communications, or Athlete information, that Club is responsible for its own use of the Platform, for obtaining any consents required from Athletes and their Parents, for the accuracy of the information it uploads, and for complying with applicable law and the rules of any governing sports body.

In addition, Clubs, organizations, and coaches must use the Platform only for legitimate team purposes and must:

- obtain any consents required from Athletes and their Parents before uploading or managing their information;
- comply with the safeguarding, background-screening, and abuse-prevention rules of their governing bodies, including, where applicable in the United States, the policies of the U.S. Center for SafeSport and any applicable Minor Athlete Abuse Prevention Policy (including limits on one-on-one interactions and electronic communications with minors);
- promptly report suspected abuse or safety concerns to the appropriate authorities as required by law and by their governing bodies; and
- not use the Platform to contact minors for any purpose unrelated to the team or in violation of these Terms.

A Club or coach is responsible for the conduct of its administrators and staff on the Platform. TeamThrive does not control, supervise, employ, endorse, screen, background-check, or vet Clubs, coaches, organizations, scouts, or recruiters, and is not responsible for their acts or omissions, whether occurring on the Platform or in the physical world; the obligations in this Section are in addition to, and do not limit, the Club's and coach's own legal responsibilities. You are solely responsible for evaluating, and for supervising any Minor Athlete's interactions with, any Club, coach, recruiter, or other User. Nothing in these Terms creates any agency, partnership, employment, fiduciary, or joint venture relationship between you and TeamThrive.

## **7. User Content and Your License to Us**

The Platform allows account holders to create Athlete profiles and to upload or submit information, statistics, photographs, video, messages, and other materials (collectively, "User Content"). As between you and TeamThrive, you retain all ownership rights you hold in your User Content.

You grant TeamThrive a worldwide, non-exclusive, royalty-free, paid in full, sublicensable, and transferable license to host, store, cache, reproduce, adapt, format, translate, display, perform, and transmit your User Content solely as necessary to operate, provide, secure, and improve the Platform and to deliver the features you request, including, where you have separately enabled it, recruitment and external visibility features. This license ends within a commercially reasonable time after your User Content is deleted from the Platform, except for (a) residual backup copies retained for a limited period in the ordinary course, (b) content that other Users have lawfully reshared within the Platform, and (c) copies we are required to retain by law.

You represent and warrant that you have all rights, licenses, and consents necessary to upload your User Content and to grant the license above, and that your User Content does not infringe or violate the rights of any third party. For any photograph, video, or other content depicting a Minor Athlete, you further represent that you have obtained the consent of that Minor Athlete's Parent as set out in our Parental Consent Agreement.

## **8. Content Moderation, Monitoring, and Removal**

Your use of the Platform must comply with the acceptable-use and community-safety requirements set out in Sections 9 through 13, including our zero-tolerance approach to any content or conduct that endangers or exploits a child.

We are not obligated to monitor User Content, but we may review, screen, moderate, refuse, restrict, remove, or disable access to any User Content, and may investigate suspected violations, at any time, with or without notice, if we reasonably believe it violates these Terms or applicable law, or that doing so is necessary to protect the Platform, our Users, or the public (in particular to protect a child). We may also report content or conduct to law enforcement or other appropriate authorities where we believe in good faith that doing so is required by law or necessary to protect a child or the safety of any person. We are not responsible or liable for User Content, and you use and rely on User Content at your own risk.

## **9. Child Safety: Zero Tolerance**

We have zero tolerance for any content or conduct that sexualizes, exploits, endangers, or harms a child. The following are strictly prohibited. Where such content or conduct is unlawful, we will remove it, terminate the responsible accounts, preserve relevant information, and report it to law enforcement and, in the United States, to the National Center for Missing & Exploited Children (NCMEC) through its CyberTipline, as required by applicable law:

- Child sexual abuse material (CSAM) or any sexual or sexualized content involving, depicting, or appearing to depict a minor, and any attempt to produce, request, solicit, share, access, or link to such content;
- Grooming or any attempt to develop or pursue an inappropriate or exploitative relationship with a minor, including soliciting a minor's personal contact details, sending sexual or romantic communications to a minor, attempting to move communication with a minor off the Platform, or seeking to meet a minor privately;
- Sextortion, coercion, blackmail, or any attempt to obtain sexual content, images, money, or other benefit from a minor;
- Encouraging, instructing, or facilitating a minor's self-harm, disordered eating, substance use, or other dangerous behavior;
- Bullying, harassment, threats, intimidation, or abuse directed at any person, and in particular at a minor;
- Sharing a Minor Athlete's personal information (including contact details, location, or schedule) without the consent of that Minor Athlete's Parent; and
- Circumventing, or attempting to circumvent, our age-gating, consent, visibility, or other child-safety controls.

## **10. Communications and Contact with Minors**

Adults must not use the Platform to contact a Minor Athlete except for legitimate, team-related purposes and in a manner consistent with these Terms and applicable safeguarding rules. In particular, adults must not solicit a Minor Athlete's private contact information, initiate private or one-to-one contact of a personal nature, or attempt to move communications with a Minor Athlete to another service in order to avoid our safeguards.

We may restrict, monitor to the extent permitted by law, or disable messaging and other communications features, in particular between adults and Minor Athletes, and may require that communications involving Minor Athletes remain visible to a Parent or Club administrator.

## **11. Prohibited Content**

You may not post, upload, transmit, or share any content that:

- is unlawful, defamatory, fraudulent, obscene, or pornographic, or that contains nudity or sexually explicit material;
- is hateful, discriminatory, or harassing, or that promotes violence, terrorism, or hatred against any individual or group;
- threatens, bullies, or intimidates any person, or discloses another person's private or personal information without authorization ("doxxing");
- promotes or facilitates self-harm, suicide, disordered eating, or the use of illegal drugs, weapons, alcohol, tobacco, or gambling;
- infringes or misappropriates the intellectual property, privacy, publicity, or other rights of any person, or that you do not have the right to share; or
- contains malware, or is otherwise designed to disrupt, damage, or gain unauthorized access to any system, account, or data.

## **12. Prohibited Conduct**

You may not:

- engage in fraud, phishing, spam, deceptive practices, or unauthorized advertising, solicitation, or commercial activity;
- scrape, harvest, crawl, or collect data about Users — in particular Minor Athletes — or access the Platform by any automated means, except as we expressly permit in writing;
- attempt to gain unauthorized access to the Platform, other accounts, or our systems; probe, scan, or test the vulnerability of the Platform; or interfere with or disrupt its operation, integrity, or security;
- bypass, disable, or circumvent any authentication, rate-limiting, access-control, content-moderation, or safety measure;
- reverse engineer, decompile, or attempt to derive the source code of the Platform, except to the extent this restriction is prohibited by applicable law;
- use the Platform in violation of the rules of any league, association, or governing body, or of any applicable law; or
- use, or evade a ban on, an account, or assist any other person in doing anything prohibited by these Terms.

## **13. Photographs, Video, and Media of Minors**

Content depicting a Minor Athlete may be uploaded only by, or with the documented consent of, that Minor Athlete's Parent, and must be appropriate and directly related to legitimate sporting purposes. Content that sexualizes a minor, or that is otherwise inappropriate, is prohibited and will be removed. We may limit who is able to upload, view, download, or share media depicting Minor Athletes, and may disable such features where necessary to protect a child.

## **14. Recruitment and Development Features; No Guarantee; In-Person Safety**

The Platform may offer features intended to help Athletes present their profiles to coaches, scouts, college programs, or recruiters. These features are tools only. TeamThrive does not act as an athletic agent, recruiter, advisor, or representative of any Athlete, and does not guarantee that any Athlete will be discovered, recruited, or offered a roster spot, scholarship, tryout, or any other opportunity.

Nothing on the Platform constitutes advice regarding the eligibility rules of any league, association, or governing body, including rules concerning amateurism, recruiting, or name, image, and likeness ("NIL"); you are solely responsible for understanding and complying with those rules.

**Integrity of recruitment features.** You may not misuse these features, including by posing as, or falsely claiming to represent, a college program, recruiter, agent, or scout; offering or soliciting improper payments or benefits in exchange for recruitment, placement, or visibility; or making false or misleading representations about recruitment opportunities or outcomes.

**In-person interactions and safety.** The Platform may enable communications or connections that lead to interactions in the physical world, including with adults such as coaches and recruiters. TeamThrive does not supervise, direct, or take responsibility for any in-person meeting, tryout, training, event, or other interaction. Parents are solely responsible for supervising Minor Athletes and for deciding whether and how any Minor Athlete communicates or meets with any other person. You should exercise caution and independent judgment, and never share sensitive personal information with, or arrange for a Minor Athlete to meet privately with, any person you have not independently verified.

## **15. Reporting Violations and Safety Concerns**

To report a safety concern, illegal content, or any violation of these Terms, contact us at or use any in-Platform reporting tool. Please provide enough detail to allow us to locate and assess the content or conduct, including the account or content involved and a description of the concern. Reports concerning the safety of a child are prioritized. If you believe a child is in immediate danger, contact your local emergency services first.

## **16. Copyright Complaints (DMCA)**

TeamThrive respects the intellectual property rights of others and expects Users to do the same. In accordance with the U.S. Digital Millennium Copyright Act ("DMCA"), we will respond to properly submitted notices of alleged copyright infringement and will, in appropriate circumstances, disable or remove content and terminate the accounts of Users who are repeat infringers.

If you believe that content on the Platform infringes a copyright you own or control, you may submit a written notice to our designated agent that includes:

- a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- identification of the copyrighted work claimed to have been infringed;
- identification of the material claimed to be infringing and information reasonably sufficient to permit us to locate it;
- your contact information, including name, address, telephone number, and email address;
- a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and
- a statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

## 17. Fees, Subscriptions, and Auto-Renewal

The Platform is currently offered free to download. Certain features may be offered for a fee or on a subscription basis. Any applicable pricing, billing, renewal, and cancellation terms will be presented to you at the point of purchase.

**Automatic renewal.** If you purchase a subscription, it will automatically renew for successive periods of the same length at the then-current price until you cancel, unless we tell you otherwise at the point of purchase. We (or the applicable app store) will charge your payment method at the start of each renewal period. You authorize such recurring charges.

**Cancellation.** You may cancel a subscription at any time, effective at the end of the then-current billing period, by following the cancellation instructions provided at the point of purchase or, for purchases made through the Apple App Store or Google Play, through your app store account settings. Cancellation stops future renewals; it does not retroactively refund the current period except as required by law or the applicable app store's policies.

**App store purchases and refunds.** Where you purchase a subscription or other paid feature through the Apple App Store or Google Play, that purchase is also subject to the applicable app store's terms, and billing, renewal, cancellation, and refunds for those purchases are handled by the app store in accordance with its policies.

**Taxes and changes.** Stated prices may not include applicable taxes, which you are responsible for paying. We may change subscription prices prospectively; we will give you advance notice of any price change, and the new price will apply to your next renewal unless you cancel before it takes effect.

## 18. Intellectual Property; License to You; Feedback

The Platform, including its software, design, text, graphics, and the TeamThrive name and logos, is owned by TeamThrive or its licensors and is protected by intellectual property and other laws. Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform for its intended purpose. You may not copy, modify, distribute, sell, lease, reverse engineer, decompile, scrape, or create derivative works from the Platform, or attempt to derive its source code, except to the extent this restriction is prohibited by applicable law.

**Feedback.** If you provide us with any suggestions, ideas, or other feedback about the Platform, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use and exploit that feedback for any purpose, without any obligation or compensation to you.

## 19. Third-Party Services and App Stores

The Platform may link to or integrate with third-party services, including the Apple App Store and Google Play. We are not responsible for third-party services, and your use of them is subject to their own terms. Your download and use of our mobile application is also subject to the terms of the applicable app store.

**Apple-specific terms.** The following applies to the extent you access the Platform through an application obtained from the Apple App Store. These Terms are concluded between you and TeamThrive only, and not with Apple Inc. ("Apple"). Apple is not responsible for the application or its content. TeamThrive, not Apple, is solely responsible for the application, for providing any maintenance and support, and for addressing any claims relating to the application, including product-liability claims, claims that the application fails to conform to any legal or regulatory requirement, and claims arising under consumer-protection or similar law. In the event of any failure of the application to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price (if any) for the application; to the maximum extent permitted by law, Apple has no other warranty obligation with respect to the application. If a third party claims the application or your use of it infringes that party's intellectual property rights, TeamThrive, not Apple, is responsible for the investigation, defense,

settlement, and discharge of that claim. You represent that you are not located in a country subject to a U.S. Government embargo or designated as a “terrorist-supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge that Apple and its subsidiaries are third-party beneficiaries of these Terms and, upon your acceptance, will have the right to enforce these Terms against you as a third-party beneficiary.

## **20. Disclaimers**

The Platform is provided on an “as is” and “as available” basis. To the fullest extent permitted by applicable law, TeamThrive disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and does not warrant that the Platform will be uninterrupted, timely, error-free, secure, or accurate, or that any content, schedule, statistic, or recruitment outcome will be reliable or achieved.

Additional disclaimers, including disclaimers relating to sporting activities, physical training, athletic injury, coaching and supervision, schedules, recruitment outcomes, and medical or health matters, are set out in our Disclaimer. The Platform is not a substitute for professional medical, athletic, legal, or eligibility advice. TeamThrive is not responsible for any injury, loss, or harm resulting from athletic activity or from any in-person interaction arranged or facilitated in connection with the Platform.

Nothing in these Terms excludes or limits any right or remedy that cannot lawfully be excluded or limited, including rights you may have as a consumer under the law of your country of residence.

## **21. Limitation of Liability**

To the fullest extent permitted by applicable law, TeamThrive and its officers, directors, members, employees, and agents will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of data, profits, goodwill, or opportunity, arising out of or relating to your use of, or inability to use, the Platform, whether based in contract, tort, statute, or otherwise, and whether or not we have been advised of the possibility of such damages.

To the fullest extent permitted by applicable law, the total aggregate liability of TeamThrive arising out of or relating to the Platform or these Terms will not exceed the greater of (a) the total amounts you paid to us in the twelve (12) months before the event giving rise to the claim, or (b) one hundred United States dollars (USD 100).

Some jurisdictions do not allow certain exclusions or limitations of liability, so some of the above may not apply to you. Where you are a consumer in the European Economic Area, the United Kingdom, or another jurisdiction with mandatory consumer protections, the limitations in this Section apply only to the extent permitted by that law, and nothing in these Terms limits our liability for losses caused by our negligence or willful misconduct, for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited.

## **22. Indemnification**

To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless TeamThrive and its officers, directors, members, employees, and agents from and against any claims, damages, liabilities, and reasonable expenses (including reasonable attorneys’ fees) arising out of or relating to your User Content, your use of the Platform, your violation of these Terms, or your violation of any law or any right of a third party. This Section does not apply to the extent a loss results from our own negligence or willful misconduct, and does not apply to consumers except to the extent permitted by applicable consumer law. We may, at our option, assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with our defense of that matter.

## 23. Suspension, Termination, Enforcement, and Appeals

We may suspend or terminate your access to the Platform, in whole or in part, if you violate these Terms, if we reasonably believe it is necessary to protect the Platform or its Users (in particular to protect a Minor Athlete), or as required by law. Where reasonably practicable and lawful, we will give you notice. You may stop using the Platform and delete your account at any time.

Where we reasonably believe these Terms have been violated, or where action is necessary to protect a User or the public (in particular a child), we may take any action we consider appropriate, with or without prior notice, including:

- issuing a warning;
- removing, restricting, or disabling access to content;
- limiting, suspending, or terminating access to features or accounts; and
- reporting the matter to, and cooperating with, law enforcement or other appropriate authorities.

Enforcement actions are taken in our reasonable discretion, taking into account the nature and severity of the violation and any risk to safety.

**Appeals and reinstatement.** If we remove your content or restrict or terminate your account, we will, where required by applicable law and practicable, give you a statement of the reasons for our decision. You may request review of that decision by contacting us at [privacy@teamthrive.com](mailto:privacy@teamthrive.com) within a reasonable time. We will consider timely requests in good faith and, where appropriate, reinstate content or access. We are not required to reinstate content or access where doing so would create a risk to a child, violate applicable law, or conflict with these Terms.

**Preservation and cooperation with authorities.** We may preserve, access, and disclose information about Users, accounts, and content where we believe in good faith that doing so is required by law or legal process, or is reasonably necessary to enforce these Terms, to protect the rights, property, or safety of TeamThrive, our Users, or the public, or to detect, prevent, or address safety, security, fraud, or child-protection matters. We cooperate with law enforcement and, in the United States, report apparent child sexual exploitation to NCMEC as required by law.

**Survival.** Upon termination, your right to use the Platform ends. Sections that by their nature should survive termination will survive, including Sections 7, 8, 16, 18, 20, 21, 22, 24, 25, and 28.

## 24. Dispute Resolution; Arbitration; Class-Action Waiver

**Application.** This Section applies to Users located in the United States. It does not apply to Users who are consumers resident in the European Economic Area or the United Kingdom, or elsewhere to the extent applicable law prohibits pre-dispute arbitration agreements or class-action waivers. Please review this Section carefully, as it affects your legal rights.

**Informal resolution first.** Before initiating any arbitration or court proceeding, you and TeamThrive agree to try to resolve the dispute informally by sending a written notice describing the dispute and the relief sought to the other party (to us at [privacy@teamthrive.com](mailto:privacy@teamthrive.com)) and negotiating in good faith for at least sixty (60) days.

**Binding arbitration.** If the dispute is not resolved, you and TeamThrive agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Platform will be resolved by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, rather than in court, except as provided below. The Federal Arbitration Act governs the interpretation and enforcement of this Section. The arbitration will take place in the U.S. county where you reside or another mutually agreed location, or by videoconference or on the basis of written submissions where the amount in

dispute permits.

**Class-action and jury-trial waiver.** You and TeamThrive agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims or preside over any form of a class or representative proceeding. YOU AND TEAMTHRIVE WAIVE ANY RIGHT TO A JURY TRIAL.

**Exceptions.** Either party may (a) bring an individual claim in small-claims court if it qualifies, and (b) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement or misuse of intellectual property or confidential information.

**Thirty-day opt-out.** You may opt out of this arbitration agreement and class-action waiver by sending written notice of your decision to [privacy@teamthrive.com](mailto:privacy@teamthrive.com) within thirty (30) days after you first accept these Terms. Your notice must include your name, the email associated with your account, and a clear statement that you wish to opt out. If you opt out, the remaining provisions of these Terms continue to apply, and disputes will be resolved in the courts identified in Section 25.

**Severability of this Section.** If the class-action waiver is found unenforceable as to a particular claim or request for relief, that claim or request will be severed and may proceed in court, while all other claims proceed in arbitration.

## 25. Governing Law and Venue

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-laws principles, except that this choice of law does not deprive a consumer of the protection of the mandatory laws of the consumer's country of residence. Subject to Section 24, and for Users to whom Section 24 does not apply or who have opted out of arbitration, the state and federal courts located in the State of Delaware will have exclusive jurisdiction, and you and TeamThrive consent to personal jurisdiction and venue in those courts. Consumers in the European Economic Area may also use the European Commission Online Dispute Resolution platform.

## 26. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will provide reasonable notice, such as by posting the updated Terms with a new effective date or by notifying you in or through the Platform. Your continued use of the Platform after the changes take effect constitutes acceptance of the updated Terms, except where additional consent is required by applicable law. If you do not agree to the updated Terms, you must stop using the Platform.

## 27. Electronic Communications and Notices

You consent to receive communications from us electronically, including by email, through the Platform, or by other electronic means, and you agree that all agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that they be in writing. We may send notices to the email address associated with your account or post them within the Platform. You are responsible for keeping your contact information current.

## 28. General Provisions

**Entire agreement.** These Terms, together with the policies incorporated by reference, are the entire agreement between you and TeamThrive regarding the Platform and supersede any prior agreements on that subject.

**Assignment.** You may not assign or transfer these Terms or any rights or obligations under them without our prior written consent. We may assign these Terms, in whole or in part, without restriction, including in connection with a merger, acquisition, reorganization, or sale of assets. These Terms bind and benefit the parties and their permitted successors and assigns.

**Severability.** If any provision of these Terms is held unenforceable, that provision will be modified to the minimum extent necessary or severed, and the remaining provisions will remain in full force and effect.

**No waiver.** Our failure to enforce any provision of these Terms is not a waiver of that provision or of any other right, and any waiver must be in writing to be effective.

**No third-party beneficiaries.** Except as expressly stated in Section 19 with respect to Apple, these Terms do not create any third-party beneficiary rights.

**Force majeure.** TeamThrive is not liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, natural disasters, labor disputes, internet or utility failures, governmental action, or war.

**Export and sanctions compliance.** You represent and warrant that you are not located in, and will not use the Platform in or for the benefit of, any country or party subject to U.S. or other applicable export controls or economic sanctions, and that you are not listed on any applicable list of prohibited or restricted parties.

**Interpretation.** Section headings are for convenience only and do not affect interpretation. “Including” means “including without limitation.”

## **29. Contact**

Questions about these Terms may be sent to [safety@teamthrive.com](mailto:safety@teamthrive.com). To report a safety concern or a violation of these Terms, see Section 15 (Reporting Violations and Safety Concerns).