

These Terms and Conditions for Potent Sports & Tech Co. Subscription Services (these "**Terms**") are an agreement between you and the applicable service provider described in the table at the bottom of this page (collectively, "**Potent Sports & Tech Co., Ltd**"). Potent Sports & Tech Co. is sometimes referred to in these Terms as "Potent Hockey" "we," "us" or "our." These Terms set forth the terms and conditions governing your subscription to and use of the various subscription services offered by Potent Sports & Tech Co. (the "**Subscription Services**").

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OR SUBSCRIBING TO ANY SUBSCRIPTION SERVICES. By using or subscribing to any Subscription Services, you signify your agreement to these Terms. If you do not agree to these Terms, you may not use or subscribe to any Subscription Services. You must be at least 18 years of age, or the applicable age of majority in your jurisdiction, to subscribe to Subscription Services. If you are under the applicable age of majority, you must have the permission of your parent or guardian to agree to these Terms and use the Subscription Services.

Note that special terms apply to many Subscription Services that Potent Sports & Tech Co. offers. Such special terms ("**Service Terms**") are posted in connection with the applicable Subscription Service. Any Service Terms are in addition to these Terms and, in the event of a conflict, prevail over these Terms. These Terms are for all our customers, including consumers. A "**consumer**" is an individual acting in a personal and private capacity only and not for business or commercial purposes.

Potent Sports & Tech Co. respects the information that you provide to us. Please review the applicable Privacy Policy for your Subscription Service, which further explains how Potent Sports & Tech Co. collects and uses the information that we obtain through your use of a Subscription Service. [\(link to privacy policy\)](#)

**PLEASE NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH Potent Sports & Tech Co.. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW. IF YOU ARE A CONSUMER RESIDENT IN THE EEA, U.K., SWITZERLAND, AUSTRALIA OR NEW ZEALAND, SUCH BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISIONS DO NOT APPLY TO YOU.**

IF YOU ARE A CONSUMER, NOTHING IN THESE TERMS IS INTENDED TO REDUCE YOUR MANDATORY CONSUMER RIGHTS UNDER THE LAWS OF YOUR LOCAL JURISDICTION (YOUR "**MANDATORY CONSUMER RIGHTS**"). IF THERE IS A CONFLICT BETWEEN YOUR MANDATORY CONSUMER RIGHTS AND THESE TERMS, YOUR MANDATORY CONSUMER RIGHTS UNDER THE LAWS OF YOUR LOCAL JURISDICTION WILL PREVAIL. WE SET OUT CERTAIN MANDATORY CONSUMER RIGHTS AND THE LOCAL JURISDICTION TO WHICH THEY APPLY IN THESE TERMS.

## 1. Subscription Services and Plans

1.1. **Unless otherwise stated in writing by Potent Sports & Tech Co., the term of your subscription to a Subscription Service starts when you first sign up for that Subscription Service and, subject to Mandatory Consumer Rights, will automatically renew on a monthly or annual basis (depending on your subscription plan) until you cancel your subscription (or disable automatic renewal, if applicable) as provided in Section 2 below.**

**Please see Section 4.5 below for more information on automatic renewal of subscription plans.**

1.2. Unless expressly permitted by Potent Sports & Tech Co. in writing or by applicable law, you may not (a) sell, rent, lease or otherwise charge for the Subscription Services or any information or services associated with or derived from the Subscription Services; (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of any Subscription Services; (c) modify, translate, or create derivative works based on any element of the Subscription Services or any related documentation; (d) use the Subscription Services for any purpose other than their intended purpose; (e) interfere with or disrupt the integrity or performance of the Subscription Services; or (f) attempt to gain unauthorized access to the Subscription Services, their related systems or networks, or to the content and data uploaded by other users. As between Potent Sports & Tech Co. and you, Potent Sports & Tech Co. is the owner of (i) all right, title and interest in the Subscription Services; (ii) any content, data, images and other materials, made available through the use of the Subscription Services; (iii) all suggestions, ideas and feedback proposed by any user regarding the Subscription Services; and (iv) all modifications and enhancements of any of the foregoing, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing.

1.3. The Subscription Services may be provided to you on behalf of Potent Sports & Tech Co. by certain affiliates and third-party service providers of Potent Sports & Tech Co.. You acknowledge that these affiliates and third-party services providers are entitled to provide the Subscription Services to you, but they shall do so in accordance with these Terms and the applicable Service Terms. If you purchase Subscription Services through a third-party reseller of the Subscription Services, you and we are still bound by these Terms and any applicable Service Terms as though you purchased your subscription directly from Potent Sports & Tech Co., except as modified by your reseller and agreed to by you.

1.4. Subscriptions for some Subscription Services may be purchased via an in-app transaction facilitated by a third-party app store, such as Google Play or the Apple App Store (an "**App Store**"). If you purchase your subscription via an App Store, your purchase and subscription are also subject to the applicable App Store's terms and conditions ("**App Store Terms**"). In the event of any conflict between these Terms and any applicable App Store Terms related to your purchase, cancellation, refunds and payment, the App Store Terms will prevail.

1.5. Potent Sports & Tech Co. reserves the right to update, change or discontinue any Subscription Service (or portion thereof) and to update prices and fees for any Subscription Service at any time as Potent Sports & Tech Co. may determine in its sole and absolute discretion. Except as otherwise provided in these Terms or any applicable Service Terms, any such changes will take effect upon notice to you. Without limiting the foregoing, Potent Sports & Tech Co. also reserves the right to limit or discontinue the availability of Subscription Services on, or provision of Subscription Services to, any devices on or through which the Subscription Services function at any time as Potent Sports & Tech Co. may determine in its sole and absolute discretion. Except as otherwise provided in these Terms or any applicable Service Terms, any such limitation or discontinuation will take effect upon notice to you.

## 2. Cancellation for all customers

2.1. To cancel a subscription purchased directly from PotentHockey.com website., you must sign into your account and follow the instructions for cancellation, OR by submitting a request to [support@potenthockey.com](mailto:support@potenthockey.com) . Your request must include the email address associated with your Potent Hockey DangleElite account and the billing address used for your subscription plan. For subscription plans related to a specific Potent Hockey device you must also include the serial number or unit ID of the device(s) for which you wish to cancel your subscription plan. Failure to submit the proper information can delay the implementation of your cancellation request. The effective cancellation date of a request submitted to [support@potenthockey.com](mailto:support@potenthockey.com) can take 2 business days or more after submission.

2.2 To cancel a subscription purchased via an App Store, please follow the cancellation instructions provided by the applicable App Store.

2.3. Some subscription plans have an initial commitment of 1 year and automatically renew after the first year for successive 1-month terms until you cancel your subscription (or disable automatic renewal, if applicable) as provided in this Section 2. These subscription plans are referred to in these Terms and any applicable Service Terms as "**Annual Contract Plans.**" If you cancel an Annual Contract Plan during its initial 1-year term, then you will be billed at the time of cancellation for an amount equal to the fees for the remaining initial term of the Annual Contract Plan. If you cancel an Annual Contract Plan after its initial 1-year term, no additional charges will be billed to you as a result of your cancellation. Subscription plans that are not Annual Contract Plans will automatically renew for a new term that is the same length as the initial term. No additional charges will be billed to you as a result of your cancellation of a subscription plan that is not an Annual Contract Plan. If your Subscription Service is one for which automatic renewal can be disabled, then disabling automatic renewal will cause your subscription to expire at the end of your then-current subscription term. If your Subscription Service is one for which automatic renewal cannot be disabled, then you must cancel your subscription in order to prevent your subscription from automatically renewing.

2.4. Notwithstanding anything in these Terms to the contrary, Potent Sports & Tech Co. may modify these Terms at any time by updating this posting and notifying you of such modifications via email to the address associated with your account. If you do not agree to the changes in these Terms, then you must cancel your account as described in Section 2.2 above within 30 days of your receipt of Potent Sports & Tech Co.'s notice of changes and cease all use of the Subscription Services. Your cancellation request must specify that you are terminating your subscription due to a modification of these Terms. Except as otherwise provided in any applicable App Store Terms and/or App Store policies, if you cancel your subscription as provided in this Section 2.4 due to a modification of these Terms, Potent Sports & Tech Co. will provide you with a pro-rata refund of any amounts already paid by you for the period following your cancellation. Your continued use of the Subscription Services after a modification shall be deemed your agreement to the modification.

2.5. If you are in breach of these Terms or any applicable Service Terms, or if you act in any manner which clearly shows you do not intend to, or are unable to, comply with these Terms or any applicable Service Terms, Potent Sports & Tech Co. may terminate your subscription and discontinue the provision of some or all Subscription Services to you at any time without notice or liability to you (except where prior notice is required under applicable laws, standards and codes). Potent Sports & Tech Co. may also terminate these Terms and any applicable Service Terms if required to do so by any governmental regulatory body and/or law.

2.6. If you cancel your subscription to any Subscription Service or if your subscription or these Terms are terminated by Potent Sports & Tech Co., you must cease using that Subscription Service immediately upon the effective date of such cancellation or termination.

### **3. Fees and Payment**

3.1. Fees for subscriptions purchased directly from [potenthockey.com](http://potenthockey.com) website. will be billed on a recurring basis by the applicable service provider described in the table at the bottom of this page. Fees for subscriptions purchased via an App Store will be billed on a recurring basis via the payment information provided by you to the applicable App Store.

3.2. Except as otherwise provided in any applicable App Store Terms and/or App Store policies, payments for Subscription Services are nonrefundable (subject to any applicable App Store Terms and any cancellation rights described under Sections 2 and 3 above), and any unused Subscription Services will not be credited and may not be transferred to a third-party account.

3.3. Subject to applicable law, if your bill is not paid within 10 days after the due date, you will be charged a late fee of (i) 1.5% per month or (ii) the maximum legal rate (including under Mandatory Consumer Rights), whichever is lower. This late fee is applicable to the unpaid balance as of the due date and will be billed on subsequent invoices and statements. Potent Hockey may suspend any or all of your Subscription Services in the event of late payment in accordance with any applicable standards or codes (including under Mandatory Consumer

Rights). If it does so, Potent Hockey may charge a reactivation fee where permitted by such standards, codes or rights.

3.4. Unless otherwise stated in writing by Potent Hockey, the published price for the Subscription Services does not include all sales, value added, usage, excise, ad valorem, goods and services, harmonized sales, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency. You are required to pay these taxes not already collected for you by Potent Hockey, and these taxes may be added to the final price charged to you in your bill.

3.5. The published price for the Subscription Services also may not include certain applicable surcharges and/or fees associated with the Subscription Services, such as fees associated with the Federal Universal Service Fund for certain Subscription Services in the U.S. These surcharges and/or fees may be added to your bill by Potent Hockey in accordance with all applicable laws, standards and codes.

3.6. Your cell phone service provider and/or internet provider may charge you or your recipients additional fees in relation to any SMS/MMS messages, social connectivity messages and/or other emails and/or data sent by you using certain Subscription Services. Please familiarize yourself with any such applicable plans, services and associated fees before using the Subscription Services and any related Potent Hockey devices. You are responsible for any such applicable charges and fees.

3.8. We may offer promotions from time to time that may affect pricing and that are governed by terms and conditions separate from these Terms and the applicable Service Terms. Any additional and/or different terms will be disclosed to you at the time of sign-up. If there is a conflict between the terms for a promotion and these Terms or any applicable Service Terms, the promotion terms will govern. You agree to the terms of the promotion, including any time limitations, and you agree to provide your Payment Method information for any additional services and to extend the Subscription Services beyond the promotional period. If you use a promotion code for your purchase, you certify that you qualify for the applicable promotion.

#### **4. Payment Method; Collection**

This Section 4 applies if you purchase your subscription directly from PotentHockey.com website. If you purchase your subscription via an App Store, please see the applicable App Store Terms.

4.1. Except as otherwise provided in any applicable Service Terms, use of the Subscription Services requires a current, valid, accepted method of payment, such as a credit card or payment via an account with a third party (a "**Payment Method**"), and is subject to credit approval by Potent Hockey. Potent Hockey may seek authorization of your Payment Method prior to your first activation/purchase to validate that you can charge the applicable fees to access the Subscription Services. By authorizing Potent Hockey to charge your Payment

Method for the fees associated with your subscription, you are authorizing Potent Hockey to automatically continue charging that Payment Method (or any replacement Payment Method if the original Payment Method is renewed, lost, stolen, or changed for any reason by the issuer, and the issuer informs Potent Hockey of the new replacement Payment Method account) for all fees or charges associated with your subscription, including any renewal fees as described below. You authorize the Payment Method issuer to pay any amounts described herein and authorize Potent Hockey, or any other company that acts as a billing agent for Potent Hockey, to continue to attempt to charge all sums described herein to your Payment Method account until such amounts are paid in full.

4.2. If your Payment Method fails due to expiration, insufficient funds or otherwise, Potent Hockey. will notify you via an email message sent to your last known email address. If your Payment Method continues to fail, Potent Hockey reserves the right to terminate your subscription or suspend your access to the applicable Subscription Service(s) until you provide a valid Payment Method.

4.3. Potent Sports & Tech Co.'s termination or suspension of your subscription due to Payment Method failure will not relieve you of any otherwise applicable fees that may be due. Additionally, Payment Method failure may result in late payment fees and, if you wish to reactivate your subscription, you may be charged a reactivation fee as set out above. Subject to any applicable Mandatory Consumer Rights, until all applicable payments and fees have been paid in full, (a) you will not be able to sign up for any new Subscription Services or activate any new Potent Sports & Tech Co. device for use with the Subscription Services, and (b) no device currently linked to your account may be activated on any other account.

4.4. BY AUTHORIZING Potent Hockey. TO CHARGE YOUR PAYMENT METHOD, YOU REPRESENT THAT YOU ARE THE AUTHORIZED OWNER OR USER OF YOUR PAYMENT METHOD AND THAT YOU ARE A RESPONSIBLE PARTY FOR THAT PAYMENT METHOD. YOU GRANT Potent Sports & Tech Co. ACCESS TO AND THE RIGHT TO (A) REVIEW THE INFORMATION IN, AND YOUR REFERENCES SUBMITTED WHEN YOU SUBSCRIBE, (B) OBTAIN YOUR CREDIT REPORTS AND CREDIT HISTORY (IF THIS IS PERMITTED BY THE LAW OF YOUR LOCAL JURISDICTION), AND/OR (C) OBTAIN ALL OTHER RELEVANT INFORMATION AND MATERIALS THAT POTENT HOCKEY REASONABLY BELIEVES IS DESIRABLE FOR THE PURPOSE OF IDENTIFYING YOUR FINANCIAL STATUS AND CREDITWORTHINESS. AS FURTHER DESCRIBED BELOW, YOU AUTHORIZE POTENT HOCKEY TO CHARGE YOUR PAYMENT METHOD IN ORDER TO RENEW YOUR SUBSCRIPTION PLAN UP UNTIL SUCH TIME THAT YOU CANCEL THE SUBSCRIPTION SERVICE (OR DISABLE AUTOMATIC RENEWAL, IF APPLICABLE) IN ACCORDANCE WITH SECTION 2 ABOVE.

The basis on which we may access and use any personal data described above is set out in the applicable Privacy Policy for your Subscription Service.

**4.5. IMPORTANT NOTICE - AUTOMATIC RENEWAL: Unless you cancel your subscription (or disable automatic renewal, if applicable) in accordance with Section 2 above prior to the last day of your then-current subscription term, then beginning with the first month or year (depending on your subscription plan) following the end of the subscription term for which you initially subscribe, Potent Hockey will automatically renew your subscription and, as authorized by you above and during your registration process, Potent Hockey will charge your Payment Method with the applicable subscription fee and any taxes or other fees applicable to your payment or subscription. With the exception of Annual Contract Plans, each renewal period will be for the same length as your immediately preceding subscription term. If you do not cancel your subscription (or disable automatic renewal, if applicable) prior to the last day of your then-current subscription term, the subscription will automatically renew and you will not receive a refund.**

## **5. User Account; Websites; Content**

5.1. Use of the Subscription Services requires you to create an account. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the "**Registration Data**"). You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to notify us promptly at [support@potenthockey.com](mailto:support@potenthockey.com) of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to any Subscription Services.

5.2. We may suspend or terminate your account and your ability to use any Subscription Service or portion thereof for failure to comply with these Terms or any applicable Service Terms.

5.3. You are and will remain solely responsible for any content that you create, transmit or display on or through the Subscription Services ("**User Content**") and for the consequences of your actions by doing so. You will be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from your User Content. You retain copyright and any other rights you already hold in User Content which you create, transmit or display. To the fullest extent permitted by law, including any Mandatory Consumer Rights, you acknowledge and agree that by creating, posting or displaying any such User Content, you give Potent Hockey a perpetual, irrevocable, worldwide, royalty-free, and nonexclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any such User Content. Furthermore, you agree that this license includes a right for Potent Hockey ("Potent Sports & Tech Co.") to make such User Content available to other companies, organizations or individuals as required for the provision of Subscription Services. The basis on which we may access and use any personal data in User Content or other information described in this Section 5.3 is set out in the applicable Privacy Policy for your Subscription Service.

5.4. Your use of PotentHockey.com website is governed by the terms and conditions of use contained on each such website. Your installation or use of any downloadable software provided by Potent Hockey ("Potent Sports & Tech Co.") is governed by the end-user license agreement delivered with such software.

5.5. The Subscription Services may include applications developed by third parties. Potent Sports & Tech Co. is not responsible for and makes no representations or warranties regarding the content or functionality of these third-party applications or the privacy practices of such third-party developers. If you decide to download and use any of these third-party applications, then you do so at your own risk and agree to comply with any and all licenses, terms of use and other conditions applicable to the use of such third-party applications.

## **6. Disclaimers of Warranty; Limitations of Liability**

6.1. Potent Sports & Tech Co. makes no representations or warranties about the accuracy, reliability, completeness, or timeliness of the Subscription Services or about the results to be obtained from using the Subscription Services. Any use of the Subscription Services is at your own risk. Changes are periodically made to Subscription Services and may be made at any time. Some Subscription Services (or portions thereof) may be provided by third parties, and Potent Sports & Tech Co. will not be held responsible for any such Subscription Services (or portions thereof) provided by third parties.

6.2. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, Potent Sports & Tech Co. DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL OPERATE ERROR-FREE OR THAT THE SUBSCRIPTION SERVICES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL GOODS. IF YOUR USE OF THE SUBSCRIPTION SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR LOSS OF PROFITS OR DATA, Potent Sports & Tech Co. WILL NOT BE RESPONSIBLE FOR THOSE COSTS.

6.3. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE SUBSCRIPTION SERVICES ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND. Potent Sports & Tech Co., TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

6.4. Your use of the Subscription Services is at your own risk. If you are dissatisfied with the Subscription Services or with these Terms, your sole remedy is to discontinue use of the Subscription Services. IN NO EVENT WILL Potent Sports & Tech Co. BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Potent Sports & Tech Co. IS ADVISED OF THE



POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE SUCH EXCLUSION OR LIMITATION APPLIES TO THE MAXIMUM EXTENT ALLOWABLE UNDER THE APPLICABLE LAW. In New Jersey, this disclaimer of damages does not apply to intentional or reckless acts or gross negligence on the part of Potent Sports & Tech Co..

## **7. Indemnification**

7.1. To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Potent Sports & Tech Co. and its affiliates, licensors, service providers and suppliers and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with your unauthorized use of the Subscription Services and any associated software.

## **8. Arbitration; Governing Law**

### **8.1. Dispute Resolution and Arbitration; Class Action Waiver**

**Please read this provision carefully. It affects your legal rights.**

This Dispute Resolution and Arbitration; Class Action Waiver provision (this "**Provision**") facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy, whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below)) that may arise between you and Potent Sports & Tech Co.. Effectively, then, "**dispute**" is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided to you (such as Potent Sports & Tech Co.'s licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against Potent Sports & Tech Co. in the same proceeding.

This Provision provides that all disputes between you and Potent Sports & Tech Co. shall be resolved by binding arbitration because acceptance of these Terms constitutes a waiver of your right to litigation claims and all opportunity to be heard by a judge or jury. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney's fees). You may, however, opt out of this Provision, which means you would have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). BOTH YOU AND Potent Sports & Tech Co. AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND

FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-arbitration Claim Resolution. For all disputes, whether pursued in court or arbitration, you must first give Potent Sports & Tech Co. an opportunity to resolve the dispute, which is accomplished by mailing notice to Potent Sports & Tech Co. at Level 19, 23 Zhongnan Central Business District Nantong, Jiangsu, China 226018. Attention: Legal Department, which notice should include the following information: (1) your name, (2) your address, (3) a written description of the dispute, and (4) a description of the specific relief you seek. If Potent Sports & Tech Co. does not resolve the dispute within 45 days after receiving your notification, then you may pursue the dispute in arbitration. You may pursue the dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out. Notwithstanding the above, you or Potent Sports & Tech Co. may choose to pursue a dispute in court and not by arbitration if: (a) the dispute qualifies for initiation in small claims court; or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the "**Opt-out Deadline**"). You may opt out of this Provision by emailing notice to Potent Sports & Tech Co. at support@potenthockey.com, which notice should include the following information: (1) your name; (2) your address; and (3) a clear statement that you do not wish to resolve disputes with Potent Sports & Tech Co. through arbitration. A decision to opt out of this Provision will have no adverse effect on your relationship with Potent Sports & Tech Co., but any opt-out request received after the Opt-out Deadline will not be valid, and you must pursue your dispute in arbitration or small claims court.

Arbitration Procedures. If this Provision applies and the dispute is not resolved as provided above (Pre-arbitration Claim Resolution), either you or Potent Sports & Tech Co. may initiate arbitration proceedings. The American Arbitration Association ("**AAA**"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration and shall in no event be commenced or maintained or heard as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for disputes of less than \$75,000 USD (or equivalent amount in your local currency), the AAA's Supplementary Procedures for Consumer-related Disputes will apply; for disputes involving \$75,000 USD (or equivalent amount in your local currency) or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules for Emergency Measures of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Subscription Services and these Terms concern interstate commerce, the U.S. Federal Arbitration Act ("**FAA**") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a Party. Such award will be final and binding on the Parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the Parties for purposes of enforcement.

Location of Arbitration. You or Potent Sports & Tech Co. may initiate arbitration in either Cook County, Illinois, USA or the federal judicial district that includes your billing address. In the event that you select the latter, Potent Sports & Tech Co. may transfer the arbitration to Cook County, Illinois, USA so long as Potent Sports & Tech Co. agrees to pay any additional fees or costs which the arbitrator determines you incur as a result of the transfer.

Payment of Arbitration Fees and Costs. So long as you place a request in writing prior to commencement of the arbitration, Potent Sports & Tech Co. will pay all arbitration fees and associated costs and expenses. But, you will still be responsible for all additional fees and costs that you incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses. In addition to any fees and costs recoverable under applicable law, if you provide notice and negotiate in good faith with Potent Sports & Tech Co. as provided in the section above titled "Pre-arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver. Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Potent Sports & Tech Co. specifically agree to do so following initiation of the arbitration. **If you choose to pursue the dispute in court by opting out of this Provision, as specified above, this Class Action Waiver will not apply to you.** Except to the extent that representative claims under California's Private Attorney General Act ("**PAGA**") are excluded from this Agreement (if PAGA is applicable), neither you, nor any other user of the Subscription Services, can be a class representative, class member or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

No Judge or Jury in Arbitration. Arbitration does not involve a judge or jury. You understand and agree that by accepting this Provision, you and Potent Sports & Tech Co. are each giving up the

right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and Potent Sports & Tech Co. might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

Severability. If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable, and the dispute will be decided by a court.

Continuation. This Provision shall survive the termination of these Terms and any applicable Service Terms and your discontinued use of the Subscription Services. Notwithstanding any provision in this Agreement to the contrary, Potent Sports & Tech Co. agrees that if it makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require Potent Sports & Tech Co. to adhere to the language as of the date you entered into this Agreement if a dispute between Potent Sports & Tech Co. and you arises.

8.2. Except as otherwise expressly provided in this Section 8, these Terms and any applicable Service Terms, as well as any dispute or claim arising from these Terms and any applicable Service Terms or related to the use of the Subscription Services, will be construed in accordance with and determined by the Federal Arbitration Act, applicable U.S. federal law, and the laws of the State of Illinois, without respect to its conflict of laws principles. By using or subscribing to the Subscription Services, you agree that, except for disputes subject to arbitration as described above, the exclusive forum for any claims or causes of action arising out of your use of the Subscription Services is the U.S. District Court for the District of Illinois, or any Illinois state court sitting in Cook County. You hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

8.3. If (a) you do not reside in the U.S.(b) you are not accessing the Subscription Services from the U.S., and (c) you are using the Subscription Services as a consumer, then to the extent that your Mandatory Consumer Rights prevent the application of provisions of Sections 8.1 and 8.2, these Terms and any applicable Service Terms, as well as any dispute or claim arising from these Terms and any applicable Service Terms or related to the use of the Subscription Services, will be governed by the laws of your usual place of residence, without regard to any conflict of law provisions, and (unless you and we both agree to refer any matter to mediation or arbitration) the courts of your usual place of residence shall have jurisdiction.

8.4. The United Nations Convention on the International Sale of Goods is specifically excluded from application to these Terms. The Parties further agree to waive and opt out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the U.S. in any form.

## **9. General**

9.1. Access or use of the Subscription Services in locations outside your place of residence is done on your own initiative. You are solely responsible for compliance with all laws applicable to your use of the Subscription Services. Access to the Subscription Services which, in whole or in part, is illegal or penalized is prohibited. You may not use or otherwise export or re-export the Subscription Services except as authorized by U.S. law and the laws of the jurisdiction(s) in which the Subscription Services are obtained. You represent and warrant that you are not (a) located in any 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, or (b) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You also agree that you will not use the Subscription Services for any purposes prohibited by U.S. law. Additionally, you will not export or re-export the Subscription Services (a) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's restricted lists.

9.2. These Terms, together with any applicable Service Terms, website terms and conditions and end-user license agreements, constitute the entire agreement between you and Potent Sports & Tech Co. with respect to the subject matter hereof. Any headings are provided for convenience only.

9.3. The failure of Potent Sports & Tech Co. to exercise or enforce any right under these Terms or any applicable Service Terms shall not constitute a waiver of such right. All rights and remedies granted to Potent Sports & Tech Co. are cumulative and not alternate. If any provision of these Terms or any applicable Service Terms is found invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and conditions of these Terms or any such applicable Service Terms, and the parties shall substitute a valid provision that most nearly approximates the intent and economic effect of the invalid or unenforceable one. Any provisions that expressly or by their nature should survive termination of these Terms and any applicable Service Terms, including payment obligations, disclaimer of warranty, rights of indemnity, limitation of liability, arbitration and class action waiver, shall survive such termination.

9.4. You may not assign these Terms or any applicable Service Terms, or any of your rights or obligations hereunder or thereunder, but Potent may assign these Terms and any applicable Service Terms and any of its rights and obligations hereunder or thereunder. These Terms and

any applicable Service Terms inure to the benefit of and are binding on the parties' respective successors and permitted assigns.