

## **TERMS & CONDITIONS - ACCEPTANCE OF TERMS**

Welcome to the website of [www.precisvelo.com](http://www.precisvelo.com) (“Website”), which is owned and operated by Precis Velo, LLC. Precis Velo, LLC (“Precis Velo”) is a Minnesota limited liability company providing cycling instruction services and exercise training to adults and children through video, face to face instruction, videotaping activities and web-based instruction.

This Website provides users with access to information and materials about Precis Velo, LLC. These materials may include information related to certain products and services (“Products and Services”) and promotions offered by Precis Velo, LLC, including material posted on the [Dartfish.tv/precisvelo](http://Dartfish.tv/precisvelo) channel. The Website also contains text, pictures, graphics, logos, button items, images, works of authorship, video, subscriptions to video instruction accessible through DartfishTV and other content (collectively with all information and material about Precis Velo, LLC, Products and Services, “Content”).

Please read the following terms of use before proceeding. By registering for an account, and using the services provided through the site, you accept all the terms and conditions of these terms of use. If you do not agree to these terms of use, you cannot register for an account or use the site.

**Please Note:** Your access to and use of this Website are subject to these terms and conditions (“Terms and Conditions”), as well as all applicable laws and regulations. Please read these Terms and Conditions carefully. If you do not accept and agree to be bound by any of these Terms and Conditions, you are not authorized to access or otherwise use this Website or any information, Content or Products and Services contained on this Website. Your access to and use of this Website constitutes your acceptance of, and agreement to abide by each of these terms and conditions set forth below. These Terms and Conditions may be changed, modified, supplemented or updated by Precis Velo, LLC from time to time without advance notice by posting here and you will be bound by any such changed, modified, supplemented or updated Terms and Conditions if you continue to use this Website after such changes are posted. Unless otherwise indicated, any new Content, Products and Services added to this Website will also be subject to these Terms and Conditions effective upon the date of any such addition. You are encouraged to review the Website and these Terms and Conditions periodically for updates and changes. If you have any questions about these Terms and Conditions, please contact us at [info@precisvelo.com](mailto:info@precisvelo.com).

**Limited License and Site Access; All Rights Reserved** – Limited License and Site Access; All Rights Reserved – Precis Velo, LLC hereby grants you a limited license to access and make personal use of this Website, and download material expressly included for that purpose. But not to download (other than page caching) or modify material or any portion of it, except with express written consent of Precis Velo, LLC. This license does not include any resale or commercial use of this Website or the Content; any derivative use of this Website or the Content; or any use of data mining, robots, or similar data gathering and extraction tools. This Website or any portion of this Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Precis Velo, LLC. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Precis Velo, LLC without Precis Velo, LLC express written consent. You may not use any meta-tags or any other “hidden text” utilizing any of Precis Velo, LLC name(s) or service marks without the express written consent of their owners. We (or the respective third party owners of Content) retain all right, title, and interest in this Website and any Content, features, Products and Services offered on this Website, including any and all intellectual property rights. We (or the respective third party owners of Content) reserve all rights not expressly granted. Any unauthorized use terminates the permission or license granted by Precis Velo, LLC.

**Availability of Products and Services** – Due to offers that are limited in time or availability, certain Products and Services described on this Website may not be available to all users. Except as expressly stated herein, the information contained on this website is not an offer to sell or lease by owner.

This Website may provide certain summary descriptions or other helpful information regarding Products and Services. Precis Velo, LLC attempts to be as accurate as possible; however, any such materials are intended to generally describe the Products and Services and are subject in all respects to the specific terms and conditions of the actual product/service agreement to which they refer.

**Payment** - All Accounts. You will be required to pay the fees for your Account up front for the term of the plan that you select prior to obtaining access to your Account. Fees are Non-Refundable unless indicated otherwise.

**Waiver and Release of Liability** - In consideration of being allowed to participate in any way in the Precis Velo program, its related events and activities, videotape, audio or written instructions made available through personal, group or web-based instruction, I acknowledge, appreciate, and agree that:

- The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Precis Velo, LLC, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and,
- I certify that my child and/or I are physically fit and sufficiently trained for participation in the "Instruction", my child and/or I have no physical or medical condition which would prevent my child or me from participating in Precis Velo cycling activities and exercise "Instruction", I am aware that it is advisable to consult a physician prior to participating in the program, if I have consulted one, I have taken the physician's advice; and,
- I grant my permission to Precis Velo and of its transferees and licensees, to utilize any photographs, motion pictures, videotapes, recordings and any other references or records of the training which may depict, record, or refer to me for any purpose, including commercial use, by Precis Velo, its sponsors, associate coaches and their licensees; and,
- No warranties have been made to me about the training or instruction; and,
- I have read this release of liability and assumption of risk agreement, I fully understand its terms, understand that I have given up substantial rights and accept it freely and voluntarily without any inducement.

**For Parents/Guardians of Participants of Minority Age** - This is to certify that I, as parent/guardian with legal responsibility for this/these participant(s), do consent and agree to his/her/their release as provided above of all the Releasees, and, for myself, my child/children and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/children's involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

**License to Use Your Content** - By posting your Content on or through the Site, you hereby grant us a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license (including the right to sublicense) to use, copy, publicly perform, publicly display, distribute, and create derivative works based on your Content. You consent to our use and disclosure of your Content as set forth in our Online Privacy Policy.

**Content Removal** - You may contact us to request that your Content be removed from the Site. We cannot guarantee the complete deletion of your Content and copies thereof, especially on message boards, blogs or other community pages. Back-up or residual copies of any Content that we remove may remain on our servers after the Content has been removed from view, and we retain all rights granted in this paragraph to all such remaining copies.

**Copyright** - Except as otherwise expressly stated, all content appearing on this Website is the copyrighted work of Precis Velo, LLC and are protected by U.S. and international copyright laws. The compilation (meaning the

collection, arrangement and assembly) of all content is also the exclusive property of Precis Velo, LLC and is protected by U.S. and international copyright laws.

You may download information from this Website, and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or content obtained from this website, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Precis Velo, LLC or any applicable third party suppliers. The use of content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by Precis Velo, LLC. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Precis Velo, LLC does not warrant or represent that your use of content, products and services or any other materials displayed on this website will not infringe rights of third parties. If you believe that any content on this website violates or infringes upon your intellectual property rights, please notify us immediately at [info@precisvelo.com](mailto:info@precisvelo.com) with all specifics necessary for us to consider and respond to your complaint. You may be asked to provide additional information and follow additional procedures for us to act on your complaint.

**Trademarks and Service Marks** – Certain trademarks, including, without limitation, are the trademarks of Precis Velo, LLC. The domain name for this website, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of Precis Velo, LLC. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Website are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Website without the prior written authorization of Precis Velo, LLC.

**Ownership of information submitted via this Website** – With the exception of any personal data or information you submit (which shall be maintained in accordance with our Privacy Policy), any information you transmit to Precis Velo, LLC via this Website, whether by direct entry, submission, e-mail or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of Precis Velo, LLC. Such information may be used for any purpose, including, without limitation, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. Precis Velo, LLC shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Precis Velo, LLC via this Website or by any other means for any purpose whatsoever, including, without limitation, developing and marketing products using such information.

**Use by Minors** - Persons considered to be a minor under the laws of the state of their residence, generally under eighteen (18) years of age, must have the permission of their parent, custodian or legal guardian to register and use this service.

**International Use** - If you access the Site from outside the United States, you will comply with all local rules regarding your use of the Site.

**Ownership of Your Content** - We do not claim ownership rights in your Content. Subject to the non-exclusive license contained in the following paragraph, and the rights of Professionals and Sponsors, if applicable, you own and will retain any and all intellectual property rights that you may have in your Content.

**Content of the Site Is Not Medical Advice** – The content we provide through the site, including all text, photographs, images, illustrations, graphics, video and audio-video clips, and other materials, whether provided by us or by other account holders or third parties is not intended to be and should not be used in place of a/ 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 label. Our content does not constitute medical advice. Do not disregard or delay in seeking medical advice because of any content presented in 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 health care professional relationship between you and us.

**Prohibited Use** – Any use or attempted use of this Website (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) interfere with any other party’s use and enjoyment of the Website, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by Precis Velo, LLC to be made accessible to a user, or (vi) attempt to obtain any materials or information through any means not intentionally made available by Precis Velo, LLC, or (vii) any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Website, you agree you will not:

- a) Upload or transmit any message, information, data, text, software or images, or other content (“Material”) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another’s right of privacy or publicity;
- b) Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Precis Velo, LLC representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- d) Transfer, stream, or otherwise make available, files or other material that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same;
- e) Use any material or information, including images or photographs, which is made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f) Upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property of another;
- g) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- h) Use the Website’s communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- i) Upload or transmit any unsolicited advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or any other form of solicitation, commercial or otherwise;
- j) Violate any applicable local, state, national or international law;
- k) Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- l) Delete or revise any material posted by any other person or entity;
- m) Manipulate or otherwise display the Website by using framing, mirroring or similar navigational technology or directly link to any portion of the Website in accordance with the Limited License and Site Access outlined above;
- n) Probe, scan, test the vulnerability of or breach the authentication measures of, this Website or any related networks or systems;
- o) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Products and Services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so;
- p) Harvest or otherwise collect information about others, including e-mail addresses; or
- q) Use any robot, spider, scraper, or other automated or manual means to access this Website, or copy any content or information on this Website.

Precis Velo, LLC reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of the user’s access and/or account. Precis Velo, LLC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Precis Velo, LLC reserves the right at all times to disclose any information as Precis Velo, LLC deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Precis Velo, LLC’s sole discretion.

**Right to Monitor** – Precis Velo, LLC neither actively monitors general use of this Website under normal circumstances nor exercises editorial control over the content of any third party’s website, e-mail transmission, news group, or other material created or accessible over or through this Website. However, Precis Velo, LLC does reserve the right to monitor such use at any time as it deems appropriate and to remove any materials that, in Precis Velo, LLC sole discretion, may be illegal, may subject Precis Velo, LLC to liability, may violate these Terms and Conditions, or are, in the sole discretion of Precis Velo, LLC, inconsistent with Precis Velo, LLC purpose for this Website.

**No Precis Velo, LLC Editorial Control of Third Party Content** – To the extent that any of the Content included in the Website is provided by third party content providers or other Website users, Precis Velo, LLC has no editorial control or responsibility over such Content. Therefore, any opinions, statements, products, services or other information expressed or made available by third party suppliers or users on this Website are those of such third party suppliers or users, respectively. Precis Velo, LLC does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of the Content displayed on this Website or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with Precis Velo, LLC.

**Links to Third Party Websites** – This Website may contain hyperlinks to other sites owned and operated by parties other than Precis Velo, LLC. Such hyperlinks are provided only for ready reference and ease of use. We do not control such websites and cannot be held responsible for their content or accuracy and do not endorse these sites unless we specifically so state. In the event this Website provides hyperlinks to other websites that are not owned, operated or maintained by Precis Velo, LLC, you acknowledge and agree that Precis Velo, LLC is not responsible for and is not liable for the content, products, services or other materials on or available from such websites. We accept no liability for any information, products, advertisements, content, services or software accessible through these third party websites or for any action you may take as a result of linking to any such website. Any such websites are likely to set forth specific terms of use and privacy policies that you should review. Precis Velo, LLC is under no obligation to maintain any link on this Website and may remove a link at any time in its sole discretion for any reason whatsoever. Precis Velo, LLC shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such website. Precis Velo, LLC is not responsible for the privacy practices of any other websites.

**Website Privacy Policy** – Our Website Privacy Policy describes the details of Precis Velo, LLC information practices and procedures for personal information we collect at this Website. We strongly urge you to read our Website Privacy Policy.

**Disclaimer** – Content and other information contained on this Website has been prepared by Precis Velo, LLC as a convenience to its users. Precis Velo, LLC has used reasonable efforts in collecting, preparing and providing quality information and material, but makes no warranty or guarantee about the accuracy, completeness, or adequacy of the Content or other information contained in or linked to this Website or any other Website maintained by Precis Velo, LLC. Users relying on Content or other information from this Website do so at their own risk.

The information and descriptions contained herein are not intended to be complete descriptions of the terms, exclusions and conditions applicable to the products and services, contests, sweepstakes or promotions, but are provided solely for general informational purposes; please refer to the actual contest rules or the relevant product or services agreement for complete terms and conditions. Should you enter a contest, sweepstakes or promotions or purchase a product or service from Precis Velo, LLC or a third party, the terms and conditions applicable to that transaction will govern such entry or purchase, as applicable, and your use of this Website does not affect that purchase in any manner.

Your use of this website is at your sole risk. All content, products and services are provided on an “as is” or “as available” basis, and Precis Velo, LLC expressly disclaims all warranties and conditions of any kind whether express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose, non-infringement and satisfactory quality. Precis Velo, LLC makes no warranty that the content is accurate, timely, uninterrupted, virus-free or error-free, or that such problems will be corrected.

**Limitation of Liability** - You understand and agree that Precis Velo, LLC will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of products,

use, data or other intangible losses, even if Precis Velo, LLC has been advised of the possibilities of those damages, resulting from your use or inability to use this website, products and services or content, the cost of obtaining substitute products and services resulting from any loss of data, information, products and services obtained from purchases or transactions, contests, promotions of sweepstakes entered into through the website, or statements or conduct of any third party, or any matter related to the website, products and services or content. You understand and agree that your use of the website is predicated upon your waiver of any right to sue Precis Velo, LLC and its affiliates directly or to participate in a class action suit for any losses or damages resulting from your use of the website.

Some jurisdictions do not permit the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, therefore, some of the limitations above may not apply to you. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

**Indemnification** – You agree to defend, indemnify, and hold harmless Precis Velo, LLC, its affiliates, its contractors, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys’ fees and litigation expenses) relating to or arising from this Website, your use of this Website, your fraud, violation of law, or willful misconduct, and any breach by you of these Terms and Conditions.

**Notices** – Any notices to you from Precis Velo, LLC regarding the Website or these Terms and Conditions will be posted on this Website or made by e-mail or regular mail.

**Electronic Communications** – When you visit this Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms and Conditions. As long as you access and use the Service, you will have the necessary software and hardware to receive such notices. If you do not consent to receive any notices electronically, you must discontinue your use of the Service.

**Connection Requirements** – You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use this Website, and Precis Velo, LLC reserves the right to change the access configuration of this Website at any time without prior notice.

#### **General Provisions**

**Entire Agreement** – These Terms and Conditions, the Privacy Policy, and other policies Precis Velo, LLC may post on this Website constitute the entire agreement between Precis Velo, LLC and you in connection with your use of this Website, the Content and Products and Services, and supersedes any prior agreements between Precis Velo, LLC and you regarding use of this Website, including prior versions of these Terms and Conditions.

**Governing Law; Jurisdiction; Venue; Severability of Provisions** – The Terms and Conditions are governed by the laws of the State of Minnesota, USA and controlling United States Federal Law without regard to any conflicts of law provisions. All parts of these Terms and Conditions apply to the maximum extent permitted by law. We both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of these Terms and Conditions will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

**Password Accounts, Passwords, and Security** – If you have been given the option to open an account on this Website that will provide you with access to password protected portions of the Website and you elect to do so, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form, and choose a password and user name. You are entirely responsible for

maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to (a) immediately notify Precis Velo, LLC of any unauthorized use of your account or any other breach of security of which you become aware, and (b) exit completely from your account at the end of each online session. Precis Velo, LLC will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Precis Velo, LLC or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

**No Agency Relationship** – Neither these Terms and Conditions, nor any Content, materials, features, or Products and Services of this Website create any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

**Remedies** – You agree that any violation, or threatened violation, by you of these Terms and Conditions constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

**Contacting** - If you have any questions or concerns about these terms of use, please contact us at [info@precisvelo.com](mailto:info@precisvelo.com). We will attempt to respond to your questions or concerns promptly after we receive them.

These terms of use were last updated and posted on May 09, 2012.