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When you are required to open an account to use or access this Site or any of its features or services, you will also be asked to provide a user name and password. You agree that we may store and use any registration data, including your user name and password, you provide for use in maintaining your account. You are entirely responsible for maintaining the confidentiality and security of your password and account. You may not use the account, username, or password of someone else at any time. You agree to notify CrossFit immediately of any unauthorized use of your account, user name, or password (collectively,

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- A physical or electronic signature of the copyright, or other intellectual property right, owner (or someone authorized to act on behalf of the owner);
- Identification of the protected work and intellectual property right (i.e., copyright or trademark) claimed to have been infringed, or, if multiple protected works are covered by a single notification, a representative list of such works;
- Identification and location of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit CrossFit to locate the material;
- Information reasonably sufficient to permit CrossFit to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information in the notification is accurate, and that you are authorized to act on behalf of the intellectual property right owner of the right that is allegedly infringed.

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- A statement by you, made under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material removed or disabled; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the U.S. District Court for the Southern District of California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

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XV. Accuracy & Completeness

Due to constant advances in technology, strength and conditioning programs, and medicine, the possibility of typographical error, unexpected scheduling changes of meetings, events, certificate courses, seminars, contests, demonstrations, competitions and educational opportunities posted on this Site, and the wide variety of authors contributing to this Site, readers are encouraged to confirm the information contained herein with other sources. Corrections and additions will be made only as allowed by the availability of time and resources. The accuracy and timeliness of the information on this Site cannot be guaranteed.

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IN THE EVENT ANY CLAIM RELATING TO THE PERFORMANCE OR NONPERFORMANCE BY CROSSFIT PURSUANT TO THESE TERMS OF USE, OR IN ANY OTHER WAY CONCERNING THIS SITE, IS MADE BY YOU, THE ACTUAL DAMAGES TO WHICH YOU MAY BE ENTITLED SHALL BE LIMITED TO THE FEES, IF ANY, PAID BY YOU FOR USE OF THIS SITE.

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You may be required to report as taxable income the value of any prizes received by you. To collect a prize, you may be required to provide a valid Social Security number or other tax identification number and any other information reasonably required by CrossFit. You acknowledge and agree that any such taxes shall be your sole responsibility. CrossFit and/or any sponsor who provides a particular prize may report the value of the prize to local, state, provincial, national or foreign taxing authorities.

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You will not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of

service of process or the like in any such action, suit or proceeding brought in the State of California. If necessary, you further agree and expressly consent to the exercise of personal jurisdiction by the courts of the State of California in connection with any such dispute including any Claim involving CrossFit or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, content providers and any other party involved in creating, producing, delivering or maintaining this Site.

YOU AND CROSSFIT AGREE THAT ANY ARBITRATION SHALL BE LIMITED TO THE CLAIM BETWEEN CROSSFIT AND YOU INDIVIDUALLY. TO THE FULL EXTENT PERMITTED BY LAW: (1) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (2) THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (3) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS.

YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

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If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. The section headings used herein are for convenience only and shall not affect the interpretation of these Terms of Use.

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XXII. SMS Communications

CrossFit, LLC operates an SMS messaging program called CrossFit Affiliate Renewals and Support. The following terms apply to your participation in this program.

Program Description. This program sends automated transactional messages to CrossFit

affiliates. Participation in the SMS program is voluntary and not a condition of affiliation. Examples of messages you may receive include:

- Payment processed confirmations
- Payment failure notifications
- Annual renewal reminders
- Affiliate account status updates
- Other affiliate program communications

Message Frequency. Message frequency may vary depending on your account activity and participation in affiliate programs.

Rates. Message and data rates may apply.

Opt-Out. Reply STOP at any time to unsubscribe. You will receive a final confirmation message and no further messages will be sent.

Customer Support. Reply HELP for assistance or contact us at customerservice@crossfit.com [INSERT SUPPORT PHONE NUMBER].

Carrier Disclaimer. Carriers are not liable for delayed or undelivered messages.

Privacy. Your information is handled in accordance with our Privacy Policy, available at crossfit.privacy.com.

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XXIV. Assignment

We may assign these Terms of Use with or without notice to one or more third parties.

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XXVI. Our Address

CrossFit, LLC located at 3623 Crossings Dr., Suite 223, Prescott, AZ 86305.

XXVII. For Additional Information

If you have any questions about these Terms of Service, please contact gcagent@crossfit.com.

XXVIII. Last Modified Date of these Terms of Use

June 5, 2026.