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II. Registration and Eligibility

CrossFit may allow users to establish an account to access various features of this Site, such as registration for the CrossFit Journal, certificate courses, seminars and events, registration for The CrossFit Games Open and use of its message boards, discussion boards, and other public forums. If you register, you agree to provide CrossFit with accurate, truthful, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate suspension or termination of your account. Failure to provide accurate, truthful, complete, and updated registration information for certain events or features, such as The CrossFit Games Open, may also lead to your disqualification, expulsion or denial from such events or features. Further, as part of the CrossFit Games Open registration process, and for all stages of the CrossFit Games, registrants must agree, without limitation, to comply with the rules and guidelines stipulated in the CrossFit Games Rule Book, the Assumption of Risk Waiver, the Publicity Release Waiver and the CrossFit Games Drug Testing Policy, all of which are incorporated herein by reference.

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register for any function, service, or portion of this Site which requires such registration. This Site is not intended or designed to attract children under the age of 13. If you are under the age of 13, you may not use the Site. If you are a minor age between the ages of 13 and 18 (or the applicable legal age in your jurisdiction), you can use such functions or services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a minor between the ages of 13 and 18 (or the applicable legal age in your jurisdiction), you are fully responsible for his or her use of the Website and the User Content (as defined below), including all legal liability he or she may incur. By using this Site and any services provided therein, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to

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III. Passwords

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, a "**User ID**"). CrossFit shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by CrossFit, its subsidiaries, entities owned, related to or controlled by CrossFit, officers, directors, employees, consultants, staff, agents, and representatives due to someone else's use of your account or password. CrossFit reserves the right to refuse registration of, or cancel a User ID, in its sole discretion. You may not sell or transfer your account, or otherwise allow any third party to use your account for any purpose.

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2. In the event that your Submission is not assignable, you hereby acknowledge and agree that, from the moment you submit your Submission to CrossFit, you grant CrossFit and its designees a worldwide, perpetual, irrevocable, sublicenseable, transferable, assignable, non-exclusive and royalty free right and license to reproduce, publish, distribute, prepare derivative works from, display, perform, modify, adapt, broadcast, license, sell, offer for sale, translate, make, have made, import and otherwise use, any Submission, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other

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If you are a copyright owner, or an agent thereof, and believe that any of the content on this Site infringes upon your copyrights or other intellectual property right, pursuant to the DMCA, you may submit a notification by providing our Copyright Agent (contact information below) with the following information:

- 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.

You acknowledge that if you fail to comply with the procedures provided in this subsection for reporting a claimed copyright infringement, your notice may not be valid under the DMCA. See 17 U.S.C. 512(c)(3) for further details.

With respect to content that was taken down due to a copyright infringement claim, if you believe that your content that was removed (or access was disabled to) is not copyright infringing, or that you have authorization from the rightful copyright owner, the copyright owner's agent, or pursuant to law, to post and use the allegedly infringing material in your posted content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature; identification or description of the material that has been removed or to which access has been disabled and the original location where the material appeared before it was removed or disabled;
- 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.

If a counter-notice is received by the Copyright Agent, CrossFit may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the material provider, member or user, the removed material may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at CrossFit's sole discretion. See 17 U.S.C. 512(g)(3) for further details.

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(d) distributes or facilitates the distribution of viruses, corrupted data, trojan horses, bots, keystroke loggers, worms, time bombs, cancelbots or other computer programming routines or computer code that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, obtain unauthorized access to, scrape or expropriate any system, software, data or personal information;

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(g) creates a false identity for the purpose of misleading others, to be determined in our sole discretion;

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(e) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to human-perceivable form any of the source code used by CrossFit in providing this Site; and

(f) imposing (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure.

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XV. Accuracy & Completeness

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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.

Our failure to exercise any right or remedy available upon your breach of these Terms of Use or the failure by us to demand the prompt performance of any obligation hereunder, shall not be deemed a waiver of (a) our rights or remedies, (b) the requirement of punctual performance or (c) any right or remedy in connection with a subsequent breach or default on your part. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such terms and condition or any other term or condition.

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- 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.

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

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XXVI. Our Address

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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

August 21, 2026.