

## ParkerCote.com WEB SITE AND SERVICES TERMS OF USE

Please review these terms and conditions of use (the "Terms") carefully before using this Web site.

THIS DOCUMENT STATES THE TERMS AND CONDITIONS UPON WHICH PARKER COTE ENTERPRISES LLC, THE OWNER OF THIS SITE PROVIDES PRODUCTS, INFORMATION AND SERVICES TO USERS OF THIS WEB SITE. PLEASE NOTE THAT ALL USERS OF THIS SITE SHALL BE SUBJECT TO ANY ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SUCH USE WHICH MAY BE POSTED FROM TIME TO TIME. THESE TERMS AND CONDITIONS CONSTITUTE A CONTRACTUAL AGREEMENT BETWEEN YOU AND ParkerCote.com. If you have any questions regarding the terms of this agreement, please contact Parker Cote Enterprises LLC at <[info@parkercote.com](mailto:info@parkercote.com)>.

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**If you do not agree to these Terms, please do not access the Site or purchase or use the Services (as later defined).** These Terms govern your purchase and use of the Services and your responsibilities as a User. By your use of this Site and/or the Services, you agree to be bound by and comply with these Terms. ParkerCote.com reserves the right to amend these Terms from time to time and at any time by posting such amendments on the Site, and your continued use of the Site and the Services following posting of any such amendment constitutes your acceptance of such amendment, regardless of whether you actually have read any such amendment. We recommend that you periodically check this Site for changes. As used herein, the term "User" refers to you, any entity you represent, and your or its representatives, successors, assigns and affiliates.

### **A. Grant of Rights and Authorization of Use**

1. ParkerCote.com operates a Web-based site offering information, products and services pertaining to fitness, body-building, and health (the "Services"). As used herein, "Services" shall include any products available for purchase on the Site and any other services offered by ParkerCote.com or available to the User on the Site.
2. ParkerCote.com hereby grants User a non-exclusive, non-transferable, limited right to access, display on User's computer, and use the Services consistent with these Terms. This grant shall be terminable by ParkerCote.com at will, for any reason, and at ParkerCote.com's sole discretion.

## **B. Proprietary Materials**

The Services contain copyrighted material, trademarks and other proprietary information (collectively, "Proprietary Material"), including but not limited to exercise plans, nutrition plans, customized User training, video and sound recordings, photographs, text, graphical images, and software. You agree not to copy, modify, publish, transmit, distribute, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Material.

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## **C. User Obligations and Negative Covenants**

As a condition of your use of the Services:

1. You agree not to use the Services for any purpose that is unlawful and/or prohibited by these terms, conditions, and notices. You agree to abide by all applicable local, state, national and international laws and regulations.

You agree that you are solely responsible for all acts or omissions that occur as a result of your use of the Site.

2. You agree that any information you provide to ParkerCote.com as may be prompted by the Site or ParkerCote.com (the "User Data") shall be accurate, current and complete. User Data shall either belong to you or you shall have the right and authority to provide a third party's User Data to ParkerCote.com.
3. In the event that the Site allows you to create a user account, you agree to maintain the security of your password and identification and to be fully responsible for all use of your account and for any actions that take place using your account.
4. You agree to maintain and promptly update the User Data, and any other information you provide to ParkerCote.com, to keep it accurate, current and complete;
5. In addition, you agree not to use the Site or the Service to:
  - a. in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site or the Service;
  - b. post or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
  - c. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
  - d. post or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - e. post or otherwise make publicly available on the Service any private information of any third party, including addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
  - f. post or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - g. post or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
  - h. use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service.
  - i. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted by you;

6. You agree not to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services, the Site or its content in any way; (ii) "frame" or "mirror" any of the Site's content in any other server or wireless or Internet-based device; or (iii) reverse engineer or access the Site or Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of ParkerCote.com, or (c) copy any ideas, features, functions or graphics of ParkerCote.com.

**D. Purchases**

Certain Services are available for purchase on the Site. All sales are final. Certain purchased Services are one-on-one training or consulting video or in-person sessions (each, a "Session") with Mr. Parker Cote or with another ParkerCote.com staff-member. Sessions may not be recorded. ParkerCote.com reserves the right to discontinue or terminate any Session (and to refuse to participate in any future Sessions with User) in the event that it deems User's behavior during the Session to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable or inappropriate. User shall not be entitled to a refund following such termination.

**E. Copyright Complaints**

ParkerCote.com respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at [copyright@parkercote.com](mailto:copyright@parkercote.com).

**F. Linked Sites**

ParkerCote.com is not affiliated with third-party Web sites that may be linked to or from the Site. ParkerCote.com has no control over, and is not responsible for, the content on any linked site. Any linked sites are provided for User's convenience only. The Site and Content available through the Services may contain links to other websites which are completely independent of ParkerCote.com. ParkerCote.com makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk.

**G. Privacy**

Confidential User data is the property of the User. ParkerCote.com will not utilize specific confidential data without prior User consent. ParkerCote.com may use aggregate de-identified customer data and statistics for internal analysis and external marketing purposes. As part of using or paying for the Services, you may be directed to third-party

websites (such as PayPal.com) in order to make the payment. ParkerCote.com is not responsible for any actions of these third-party websites.

## **H. User's Acknowledgement and Agreements**

User acknowledges and agrees that:

1. User is solely responsible for providing all hardware, telecommunications equipment, software and bandwidth that User requires to use the Services.
2. Each use by User of the Site or the Services reaffirms User's acceptance of, and User's agreement to be bound and to abide by, these Terms. If User does not wish to be bound by these Terms, User may not continue to use Site or the Services provided by ParkerCote.com.
3. Any communications, opinions, views, publications, product announcements, advertisements, promotions or other data appearing on this Site are for informational purposes only and the owner does not guarantee the accuracy or timeliness of any such data for any purpose.
4. You understand that all postings, messages, text, images or other materials ("Content") posted or published on, uploaded to, transmitted through, or linked from (hereinafter, "post" or "posted"), the Site or the Service are the sole responsibility of the person from whom such Content originated. You understand that ParkerCote.com does not control, and is not responsible for, Content made available through the Site or the Services, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will ParkerCote.com be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted or otherwise made available via the Service. You acknowledge that ParkerCote.com does not pre-screen or approve Content, but that ParkerCote.com shall have the right (but not the obligation) in its sole discretion to refuse, delete or remove any Content that is available via the Site or the Service, in connection with violations of the letter or spirit of the Terms or for any other reason.

## **I. Indemnification and Release.**

USER HEREBY AGREES TO INDEMNIFY PARKERCOTE.COM AND HOLD IT HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM USER'S USE OF THIS WEB SITE AND THE SERVICES OR FROM USER'S BREACH OF THESE TERMS.

**J. Disclaimer of Warranties and Limitation of Liabilities**

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You understand and agree that you use the Site and Services at your own discretion and risk and that you will be solely responsible for any damages that arise from such use. UNDER NO CIRCUMSTANCES SHALL ParkerCote.com BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING, INCLUDING BY NEGLIGENCE), INCLUDING WITHOUT LIMITATION, DAMAGES RELATED TO USE, SLANDER, MISUSE, RELIANCE ON, INABILITY TO USE AND INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR SERVICES, DAMAGES INCURRED THROUGH ANY LINKS PROVIDED ON THE SITE AND THE NONPERFORMANCE THEREOF AND DAMAGES RESULTING FROM LOSS OF USE, SALES, DATA, GOODWILL OR PROFITS, WHETHER OR NOT ParkerCote.com HAS BEEN ADVISED OF SUCH POSSIBILITY. YOUR ONLY RIGHT WITH RESPECT TO ANY DISSATISFACTION WITH THIS SITE OR SERVICES OR WITH ParkerCote.com SHALL BE TO TERMINATE USE OF THIS SITE AND SERVICES. IN NO EVENT WILL ParkerCote.com'S LIABILITY TO USER UNDER ANY THEORY OF LIABILITY EXCEED THE AMOUNT PAID BY USER TO ParkerCote.com FOR THE SERVICES DURING THE THIRTY (30) DAYS PRECEDING THE EVENT THAT GIVES RISE TO THE LIABILITY. Some states do not allow the exclusion of liability for incidental or consequential damages, so the above exclusions may not apply to you.

**K. Termination**

ParkerCote.com may terminate User's right to access the Services at any time, with or without cause, in ParkerCote.com's absolute discretion and without notice.

**L. General**

1. These Terms, as amended from time to time, constitute the entire agreement between User and ParkerCote.com with respect to the Site and the Services and supersede all prior agreements between User and ParkerCote.com, if any and may not be modified without the written consent of ParkerCote.com.

2. Failure by ParkerCote.com to enforce any provision(s) of these Terms will not be construed as a waiver of any provision or right.
3. To the maximum extent permitted by law, this agreement (the Terms) is governed by the laws of the Commonwealth of Massachusetts, U.S.A. and User hereby consents to the exclusive jurisdiction and venue of courts in Boston, Massachusetts, U.S.A. in all disputes arising out of or relating to the use of the Site or the Services. Use of the Site or the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this agreement or use of ParkerCote.com. Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of ParkerCote.com or information provided to or gathered by us with respect to such use.
4. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.
5. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.