



The World's Leading Independent Resource for Swimming

TERMS OF USE FOR DIGITAL PRODUCTS AND SITE

1. GENERAL RULES AND DEFINITIONS

1.1 If you choose to use SwimmingWorld.com (the "Site"), Swimming World mobile sites and applications, any of the features of this site, including but not limited to RSS, API, software and other downloads (collectively, the "SW Services"), you will be agreeing to abide by all of the terms and conditions of these Terms of Service between you and Sports Publications International ("SPI", "us" or "we" "Swimming World").

1.2 We may change, add or remove portions of these Terms of Service at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms of Service prior to each use of the Site and by continuing to use this Site, you agree to any changes.

1.3 If any of these rules or any future changes are unacceptable to you, you may cancel your subscription by sending e-mail to: Subscriptions@SwimmingWorld.com (SEE SECTION 10.1 REGARDING TERMINATION OF SERVICE). Your continued use of the services now, or following the posting of notice of any changes in these operating rules, will indicate acceptance by you of such rules, changes, or modifications.



The World's Leading Independent Resource for Swimming

1.4 We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

2. CONTENT ON THE SERVICES

2.1 The contents of the Services, including the Site, are intended for your personal, noncommercial use. All materials published on the Services (including, but not limited to news articles, photographs, images, illustrations, audio clips and video clips, also known as the "Content") are protected by copyright, and owned or controlled by Swimming World or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Service.

2.2 The Services and Content are protected by copyright pursuant to U.S. and international copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in Section 2.3 of these Terms of Service), create new works from, distribute, perform, display, or in any way exploit, any of the Content or the Services (including software) in whole or in part.

2.3 You may download or copy the Content and other downloadable items displayed on the Services for personal



The World's Leading Independent Resource for Swimming

use only, provided that you maintain all copyright and other notices contained therein. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from Swimming World, or the copyright holder identified in the copyright notice contained in the Content.

2.4 The Content of the Services is owned or licensed to SPI. Certain content is furnished by the Third Parties, which will not be liable for any delays, inaccuracies, errors or omissions in any such Content, or in the transmission or delivery of all or any part thereof, or for any damages arising there from.

3. USER GENERATED CONTENT: SUBMISSIONS INCLUDING, COMMENTS, READER REVIEWS AND MORE

3.1 You shall not upload to, or distribute or otherwise publish on to the Services any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material. Be courteous. You agree that you will not threaten or verbally abuse other Members, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or "spam." Use respectful language. Like any community, the online conversation flourishes only when our Members feel welcome and safe. You agree not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for



The World's Leading Independent Resource for Swimming

immediate and permanent suspension of access to all or part of the Services. Debate, but don't attack. In a community full of opinions and preferences, people always disagree.

Swimming World encourages active discussions and welcomes heated debate on the Services, but personal attacks are a direct violation of these Terms of Service and are grounds for immediate and permanent suspension of access to all or part of the Service.

3.2 The Services shall be used only in a noncommercial manner. You shall not, without the express approval of Swimming World, distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services.

3.3 You acknowledge that any submissions you make to the Services (i.e., user-generated content including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) (each, a "Submission") may be edited, removed, modified, published, transmitted, and displayed by Swimming World and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you.

Submissions made to the Services may also be included in our RSS feeds, APIs and made available for republishing through other formats.



The World's Leading Independent Resource for Swimming

3.4 You grant Swimming World a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to the Submissions, which includes without limitation the right for Swimming World or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form of media now known or hereinafter developed, any Submission posted by you on or to the Services or any other Web site owned by Swimming World, including any Submission posted on or to the Services through a third party.

3.5 You are solely responsible for the content of your Submissions. However, while Swimming World does not and cannot review every Submission and is not responsible for the content of these messages, Swimming World reserves the right to delete, move, or edit Submissions that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable.

3.6 By making a Submission, you are consenting to its display and publication on the Site and in the Services and for related online and offline promotional uses.

3.7 Any person involved in or affiliated with the production of a work reviewed on SwimmingWorld.com or elsewhere in the



The World's Leading Independent Resource for Swimming

Services may not submit a Readers' Review for that work or competing works.

4. ACCESS AND AVAILABILITY OF SERVICES AND LINKS

4.1 The Services contain links to other related World Wide Web Internet sites, resources, and advertisers. Since we are not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or Webmaster of such site.

5. REPRESENTATIONS AND WARRANTIES

5.1 You represent, warrant and covenant (a) that no materials of any kind submitted through your account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least thirteen years old. You hereby indemnify, defend and hold harmless Swimming World and all officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your



The World's Leading Independent Resource for Swimming

account of these Terms of Service or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. Swimming World reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

5.2 Swimming World does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Services by any user, information provider or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. THE SERVICES AND ALL DOWNLOADABLE SOFTWARE ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK.

6. REGISTRATION AND SECURITY

6.1 As part of the registration or account creation process, you will create login credentials by selecting a password and providing an email address. You also have to give us certain



The World's Leading Independent Resource for Swimming

registration information, all of which must be accurate and updated. Each registration is for a single user only. You are not allowed to share your registration login credentials or give your login credentials to anyone else. We may cancel or suspend your access to the Swimming World Services if you share your login credentials. You are responsible for maintaining the confidentiality of your password, which you will not have to reveal to any representative or agent of Swimming World. You may not (i) select or use the login credentials of another person with the intent to impersonate that person; (ii) use login credentials in which another person has rights without such person's authorization; or (iii) use login credentials that we, in our sole discretion, deem offensive. Failure to comply with the foregoing shall constitute a breach of these Terms of Service, which may result in immediate suspension or termination of your account.

6.2 Please notify Subscriptions@SwimmingWorld.com of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information.

6.3 You must be 13 years or older to subscribe to all parts of the Services.

6.4 You are responsible for all usage or activity on your



The World's Leading Independent Resource for Swimming

SwimmingWorld.com account, including use of the account by any third party authorized by you to use your login credentials. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and we may refer you to appropriate law enforcement agencies.

7. FEES AND PAYMENTS

7.1. We reserve the right at any time to charge fees for access to portions of the Services or the Services as a whole. However, in no event will you be charged for access to the Services unless we obtain your prior agreement to pay such charges. Thus, if at any time we require a fee for portions of the Services that are now free, we will give you advance notice of such fees. You may cancel your account at any time. All new fees, if any, will be posted prominently on the Site and in other appropriate locations on the Service. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any digital products or services offered for sale through the Services by us or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of the Services through your account.



The World's Leading Independent Resource for Swimming

8. COMMUNICATIONS BETWEEN SWIMMING WORLD AND USERS

8.1 If you indicate on your registration form that you want to receive such information, we, our owners and assigns, will allow certain third party vendors to provide you with information about products and services.

8.2 Swimming World reserves the right to send electronic mail to you for the purpose of informing you of changes or additions to the Service.

8.3 Swimming World may contact you via e-mail regarding your participation in user surveys, asking for feedback on current Services or prospective products and services. This information will be used to improve the Services and better understand our users, and any information we obtain in such surveys will not be shared with third parties, except in aggregate form.

9. SOFTWARE LICENSES

9.1 You shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access the Services ("Software"). You may not sublicense, assign or transfer any licenses granted by SwimmingWorld.com, and any attempt at such sublicense, assignment or transfer shall be null and void.



The World's Leading Independent Resource for Swimming

You may make one copy of such software for archival purposes only. You may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from Software.

10. ACCOUNT TERMINATION

10.1 You may terminate your account at any time by calling Customer Care at (800) 352-7946. For international customers, e-mail us at Subscriptions@SwimmingWorld.com. Upon termination, you will receive an automated confirmation via e-mail that the cancellation was processed, and your access will be suspended within 48 hours.

10.2 Swimming World may, in its sole discretion, terminate or suspend your access to all or part of the Services for any reason, including, without limitation, breach or assignment of these Terms of Service.

11. MISCELLANEOUS

11.1 These Terms of Service have been made in and shall be construed and enforced in accordance with Arizona law. Any action to enforce these Terms of Service shall be brought in the federal or state courts located in Phoenix, Arizona.



The World's Leading Independent Resource for Swimming

11.2 Correspondence should be sent to Subscriptions@SwimmingWorld.com.

11.3 You agree to report any copyright violations of the Terms of Service to Swimming World as soon as you become aware of them. In the event you have a claim of copyright infringement with respect to material that is contained in the SwimmingWorld.com service, please notify Subscriptions@SwimmingWorld.com.

12. COMMENTING POLICY

12.1 The general public is allowed to comment on any content published by Swimming World after registering.

12.2 In the spirit of free speech that encourages debate without the fear of retaliation; fictitious usernames will be allowed for comments. Swimming World will protect the identities of those who register to comment anonymously, provided that the user has an active email. However freedom of speech comes with a responsibility to post intelligent and articulate comments that are free of profanity, foul language and/or personal attacks that are malicious and libelous. Swimming World reserves the right to remove comments that violate this policy.



The World's Leading Independent Resource for Swimming

13. DISCLAIMER

13. 1 The Web Site is owned and operated by Sports Publications International, Inc. Your access to and use of the Web Site and Service(s), including any purchases for products and service(s) (the "Service(s)") sold via the Web Site, is exclusively governed by these Terms of Use. BY ACCESSING OR USING OUR WEB SITE AND/OR SERVICE(S), YOU ACCEPT AND AGREED TO BE BOUND BY THESE TERMS OF USE AS SPORTS PUBLICATIONS INTERNATIONAL, INC. MAY MODIFY THEM FROM TIME TO TIME. The data contained in our Web Site and/or Service(s) is for entertainment, educational and informational purposes only and is not represented to be error free. Sports Publications International, Inc. attempts to ensure that the data provided or otherwise displayed on our Web Site and/or Service(s) is accurate. However, the Web Site and/or Service(s) and its contents are provided on an "as is, as available" basis. Use of the Web Site and/or Service(s) and its contents is at the user's sole risk. Sports Publications International, Inc. do not warrant that any functions of the Web Site and/or Service(s) will be uninterrupted or error-free, that defects will be corrected, or that the Web Site and/or Service(s) will be free from viruses or other harmful components. Any links to information not associated with Sports Publications International, Inc. are provided as a courtesy and do not constitute an endorsement by Sports Publications International, Inc. or its licensors as to any linked



The World's Leading Independent Resource for Swimming

materials. If any provision of these Terms of Use or any application thereof is held to be invalid or unenforceable, that provision shall be deemed severable and the remainder of the Terms of Use shall not be affected.

13. 2 Commentaries posted on SwimmingWorld.com are “the opinion of the author and do not necessarily reflect the views of Swimming World nor its staff”. Some articles may carry this verbiage at the end of controversial articles while other articles may not. Omission of above verbiage does not indicate that Swimming World supports the opinion.

13. 3 Coaches and swimmers should take precautions to avoid shallow water blackouts when performing underwater drills. All training should be conducted by a certified and experienced coach. Coaches and swimmers who use drills published by Sports Publications International should do so at their own discretion.

14. MODIFICATIONS

14.1 Sports Publications International, Inc. may at any time make modifications, changes and alterations to the data of our Web Site and Service(s), including the Terms of Use, without prior notice. You are responsible for regularly reviewing these Terms of Use. Your continued use of our Web Site and/or Service(s) following any modifications,



The World's Leading Independent Resource for Swimming

changes or alterations shall constitute your acceptance of such modifications, changes or alterations.

15. INTELLECTUAL PROPERTY STATEMENT

15.1 All content of our Web Site and Service(s) is the copyrighted material of Sports Publications International, Inc., or the appropriate contributor, as applicable, and is protected by United States and international copyright, trademark and other applicable laws. The Web Site and Service(s) includes content, appearances and design, as well as trademarks, product names, graphics, logos, slogans, colors and designs that are the property of Sports Publications International, Inc., or other third parties, as applicable. Except as set forth in the relevant license agreements, nothing contained in our Web Site and/or Service(s) grants any license or other right to any the Sports Publications International, Inc.'s intellectual property or any third party's intellectual property. The appropriate party reserves complete title and interest to its intellectual property on or associated with the Web Site and/or Service(s). You may not copy (other than a copy for personal use, provided you do not remove any trademark, copyright or any other notice contained in the content), modify, distribute, alter, display, reproduce, transfer or republish any of the data of our Web Site and/or Service(s) without obtaining the written permission of the Sports Publications International, Inc., as applicable.



The World's Leading Independent Resource for Swimming

16. APPLICABLE LAW

16.1 The laws of the State of Arizona will govern these Terms of Use without giving effect to any principles of conflicts of laws. The parties agree that a condition of using this Web Site and/or Service(s) is that any and all claims arising out of use of this Web Site and/or Service(s) will be tried in the State of Arizona and Arizona law will apply. The Arizona courts in Maricopa County shall have exclusive jurisdiction and venue, and you consent and submit to the personal jurisdiction of such court over any claim, suit, or proceeding arising out of these Terms of Use.

17. COMMUNICATION

17.1 As part of the Web Site and/or Service(s) you agree to receive a series of ongoing communications regarding the Web Site and/or Service(s). Upon receipt of this communication you will have the option to opt-out or unsubscribe.

18. USER CONTENT

18.1 With regard to user-generated exchanges of information and inclusion of content, any information and any content that you upload, exchange, share, store, send or otherwise make available through the Web Site or Service(s) ("User Content") is your responsibility and Sports Publications International,



The World's Leading Independent Resource for Swimming

Inc. assume no liability or responsibility for such user generated information and content. This includes, but is not limited to, chat, blogs, email, email addresses and other personally identifying information, sms, text, photos, video, audio and any other User Content that you may provide or make available and accessible to other users of the Web Site or Service(s). As the user of the Web Site and/or Service(s), you are hereby acknowledging that the community oriented functionality of the Web Site and Service(s) is inherently intended to provide users with the opportunity to share and provide information that you voluntarily provide and desire to make public and allow any other user of the Web Site and/or Service(s) access to that information. You further acknowledge that certain community features may allow users to contact and otherwise communicate with you directly. Sports Publications International, Inc. does not make any representations or guarantees of confidentiality or privacy and accepts no responsibility for User Content and other information provided by users of the Web Site and Service(s). Sports Publications International, Inc. is not responsible for monitoring or policing this exchange of information and it is your responsibility to understand the nature of such communication mediums and use your own judgment and consideration as to what information you provide, exchange and otherwise make available. You are using the Web Site and/or Service(s) with the express knowledge that you are sharing information with known and unknown people and you assume all risks, consequences, liability and responsibility



The World's Leading Independent Resource for Swimming

inherent with that exchange of information. In addition, Sports Publications International, Inc. does not control the User Content posted via the Web Site or Service(s) and, as such, does not guarantee the accuracy, integrity or quality of such User Content. You understand that by using the Web Site and/or Service(s), you may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will the Sports Publications International, Inc. be liable in any way for any User Content, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Web Site and/or Service(s).

18.2 Sports Publications International, Inc. expressly state and you hereby acknowledge and understand that Sports Publications International, Inc. is not accepting any responsibility for monitoring or policing the exchange of User Content and other information included or otherwise made available through the Web Site or Service(s) and that Sports Publications International, Inc. does not accept any liability or responsibility express or implied involved with or resulting from the use of the Web Site and Service(s). However, as the provider of the Web Site and Service(s), Sports Publications International, Inc. reserves the right to monitor, view, store, forward and use any and all information and content provided by you through the use of the service. Furthermore, the Sports Publications International, Inc. may use any and all



The World's Leading Independent Resource for Swimming

User Content and other information made available or otherwise provided by you through the use of the Web Site and Service(s) in various ways, including but not limited to, understand user behavior and patterns, for internal discussion, make decisions about advertising placement and sponsors, improving the quality, functionality and user experience of the Web Site and Service(s) and any related materials. Furthermore, you acknowledge and agree to comply with and strictly adhere to the member conduct detailed in the Member Conduct section of this agreement.

18.3 You are solely responsible for User Content that you provide on the Web Site or Service(s). With respect to User Content, you hereby represent and warrant that (a) you own the User Content or have all necessary licenses or permissions necessary to provide the User Content and authorize the Company to use all copyright, patent or other proprietary rights in and to any User Content in manner required pursuant to the Web Site or Service(s); and (b) you have the written consent, license or permission of each identifiable person to include any name or likeness of such person in the User Content.

18.4 Sports Publications International, Inc. does not claim ownership of User Content you submit or make available for inclusion on the Web Site and/or Service(s). However, with respect to User Content you submit or make available for inclusion on publicly accessible areas of the Web Site and/or



The World's Leading Independent Resource for Swimming

Service(s), you grant Sports Publications International, Inc. (and other users of the Web Site and/or Service(s)) the following world-wide, perpetual, irrevocable, sub-licensable, assignable, royalty-free and non-exclusive license(s), as applicable: (a) with respect to User Content you submit or make available for inclusion on publicly accessible areas, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such User Content on the Web Site and/or Service(s) solely for the purposes of providing and promoting the publicly accessible areas to which such User Content was submitted or made available; and (b) with respect to User Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Web Site and/or Service(s), the license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part) and to incorporate such User Content into other works in any format or medium now known or later developed.

18.5 "Publicly accessible" areas of the Web Site and/or Service(s) are those areas of the network of properties that are intended to be available to the general public. By way of example, publicly accessible areas of the Web Site and/or Service(s) would include message boards and portions of clubs and groups that are open to both members and visitors. However, publicly accessible areas of the Web Site and/or



The World's Leading Independent Resource for Swimming

Service(s) would not include portions of any clubs and groups that are limited to members.

19. DMCA NOTICES

19.1 If you are a holder (or agent thereof) of copyright or other proprietary rights and you believe that any Services or User Content infringes upon such proprietary rights, you may submit a notice to Sports Publications International, Inc. pursuant to the Digital Millennium Copyright Act by submitting the following information in writing to our copyright agent: (i) the signature (physical or electronic) of the holder (or agent thereof) of a proprietary right that is allegedly infringed; (ii) identification of the work or multiple works alleged to have been infringed; (iii) identification of the material that allegedly infringes or is the subject of infringing activity that is requested to be removed or otherwise modified with information reasonably sufficient to permit Sports Publications International, Inc. to locate the material; (iv) contact information for Sports Publications International, Inc. to contact you, including an address, telephone number and/or e-mail address; (v) your statement that you have a good faith belief that use of the material in question is not authorized by the holder of the proprietary rights, its agent or otherwise under law; and (vi) your statement that the information in the notice to Sports Publications International, Inc. is accurate and, under penalty of perjury, that you are authorized to act on behalf of the allegedly infringed work. You acknowledge



The World's Leading Independent Resource for Swimming

that your failure to comply fully with these requirements may result in an invalid notice under the Digital Millennium Copyright Act.

19.2 For all inquiries regarding this Site, including DMCA notices, Copyright Infringement and Legal matters follow the link titled Contact Us at the bottom of this page and choose the pull down that most closely matches the nature of your inquiry and your inquiry will be routed to the appropriate department for resolution.

20. USER CONDUCT

20.1 Sports Publications International, Inc. may at any time make modifications, changes and alterations to the data of our Web Site and/or Service(s). Such modifications may include messages boards, email Service(s), chat rooms, and other such Service(s). You agree to not use the Web Site and/or Service(s) to:

20.2 Submit material that is protected by copyright, patent or any other proprietary rights unless you are the owner of such material or have a license or permission from the owner of any such proprietary rights to provide the material;

20.3 Upload, post, email, transmit or otherwise make available any User Content that is unlawful, harmful,



The World's Leading Independent Resource for Swimming

threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

20.4 Harm minors in any way;

20.5 Impersonate any person or entity, including, but not limited to, a Sports Publications International, Inc. official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

20.6 Forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Web Site and/or Service(s);

20.7 Upload, post, email, transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

20.8 Upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;



The World's Leading Independent Resource for Swimming

20.9 Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;

20.10 Upload, post, email, transmit 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;

20.11 Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Web site and/or Service(s) are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

20.12 Interfere with or disrupt the Web Site and/or Service(s) or servers or networks connected to the Web Site and/or Service(s), or disobey any requirements, procedures, policies or regulations of networks connected to the Web Site and/or Service(s);

20.13 Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and



The World's Leading Independent Resource for Swimming

Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

20.14 "Stalk" or otherwise harass another; or

20.15 Collect or store personal data about other users.

20.16 You acknowledge that Sports Publications International, Inc. does not pre-screen User Content, but that Sports Publications International, Inc., and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any User Content that is available via the Web Site and/or Service(s). Without limiting the foregoing, Sports Publications International, Inc., and its designees shall have the right to remove any User Content that violates the Terms of Use or is otherwise objectionable in its sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content created by Sports Publications International, Inc. or submitted to the Sports Publications International, Inc. including without limitation information in message boards, clubs, and in all other parts of the Web Site and/or Service(s).



The World's Leading Independent Resource for Swimming

20.17 You acknowledge and agree that Sports Publications International, Inc. may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any User Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Sports Publications International, Inc., its users and the public.

20.18 You understand that the technical processing and transmission of the Web Site and/or Service(s), including your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

21. DISCLAIMER OF WARRANTIES

21.1 YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE WEB SITE AND/OR THE SERVICE(S) IS AT YOUR SOLE RISK. SPORTS PUBLICATIONS INTERNATIONAL, INC.AND EACH OF THEIR AFFILIATES, THIRD PARTY LICENSORS AND SERVICE PROVIDERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEB SITE AND/OR SERVICE(S) AND YOUR USE THEREOF. SPORTS PUBLICATIONS INTERNATIONAL, INC.MAKE NO



The World's Leading Independent Resource for Swimming

REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT ON THE WEB SITE AND/OR THE SERVICE(S) OR ON ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE WEB SITE AND/OR SERVICE(S), (III) ANY UNAUTHORIZED ACCESS TO OR USE OF SPORTS PUBLICATIONS INTERNATIONAL, INC. OR JUMPTV'S SECURE SERVERS OR ANY AND ALL PERSONAL OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF YOUR USE OF THE WEB SITE AND/OR SERVICE(S), (V) ANY BUGS, VIRUSES, OR TROJAN HORSES, OR RELATED PROBLEMS THAT MAY BE ACQUIRED OR TRANSMITTED IN CONNECTION WITH THE WEB SITE AND/OR THE SERVICE(S), AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY USER CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, PROVIDED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEB SITE OR THE SERVICE(S). SPORTS PUBLICATIONS INTERNATIONAL, INC. DO NOT REPRESENT, WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON THE WEB SITE,



The World's Leading Independent Resource for Swimming

SERVICE(S), ANY LINKED WEBSITE, OR BANNER OR OTHER ADVERTISING, AND SPORTS PUBLICATIONS INTERNATIONAL, INC. WILL NOT IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS.

22. LIMITATION OF LIABILITY

22.1 IN NO EVENT WILL SPORTS PUBLICATIONS INTERNATIONAL, INC. OR THEIR RESPECTIVE AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH (I) ANY PARTY'S USE OF THE WEB SITE AND/OR SERVICE(S) OR A LINKED SITE, (II) ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, LINE SYSTEM FAILURE OR LOSS OF DATA, (III) ANY LOSS OF USE RELATED TO OUR WEB SITE AND/OR SERVICE(S) OR A LINKED SITE, (IV), ANY WEB SITE OPERATED BY ANY THIRD PARTY, (V) OR ANY CONTENT OF THIS WEB SITE



The World's Leading Independent Resource for Swimming

OR ANY LINKED SITE, EVEN IF THE COMPANY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SPORTS PUBLICATIONS INTERNATIONAL, INC. AND JUMPTV'S AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE OR CLAIM RELATED TO OR ARISING OUT OF THIS WEB SITE EXCEED THE TOTAL AMOUNTS PAID BY YOU FOR ACCESSING THIS SITE, IF ANY, IN THE THREE MONTHS THAT PRECEDING SUCH ACTION.

22.2 YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SPORTS PUBLICATIONS INTERNATIONAL, INC. AND THEIR RESPECTIVE AFFILIATES, LICENSORS AND CONTRACTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY BREACH BY YOU OF ANY OF THESE TERMS OF USE OR APPLICABLE LAW, INCLUDING THOSE REGARDING INTELLECTUAL PROPERTY.

23. SUBSCRIPTIONS

23.1 If you are a subscriber to any paid Service in connection with the Web Site (a "Subscribed Service"), you are responsible for paying any required subscription fees. You hereby authorize Sports Publications International, Inc. to charge your credit card, debit card or bank account in



The World's Leading Independent Resource for Swimming

connection with the ongoing cost of applicable subscriptions or membership fees for a Subscribed Service. The terms and conditions relating to any Subscribed Service may vary. Unless stated otherwise, your subscription to a Subscribed Service will automatically renew for a term equal to the original term upon expiration of the then-current term, and continually thereafter, unless you terminate the Subscribed Service by phone or e-mail at least 48 hours prior to the renewal date. When you terminate a Subscribed Service, you will not receive a refund for any unused portion of the Subscribed Service. You acknowledge and agree that the authorization to charge your credit card, debit card or bank account for services shall automatically transfer to any successors or assigns that provide the Subscribed Service. You may not assign or transfer your subscription to a Subscribed Service to any other person or entity. If there is a dispute regarding a Subscribed Service or the terms and conditions related thereto and you are denied a refund or other compensation for a valid reason under these Terms of Service, and you file a claim against Sports Publications International, Inc. or their respective affiliates, Sports Publications International, Inc. or their respective affiliates shall be entitled to collect from you all costs (including attorney's fees) associated with defending such a claim.

23.2 You are responsible for providing all computer hardware and software or other equipment necessary to gain access to the Subscribed Service. Access to and use of a Subscribed



The World's Leading Independent Resource for Swimming

Service requires a combination of an identification name and a password. You must keep this identification name and password confidential and Sports Publications International, Inc. shall not be liable for your failure to do so. You must notify Sports Publications International, Inc. of any changes with respect to your information, including any changes in credit card, debit card or bank account information, changes in your contact information, any breaches of security, including the loss or unauthorized disclosure of any password or identification. Until you send notification of any such breach of security, you will remain liable for any unauthorized use of a Subscribed Service.

23.3 A Subscribed Service is for the private, non-commercial enjoyment of subscribers only and any other use is strictly prohibited. You agree not to copy, publish, or in any way make available publicly any material from a Subscribed Service without the express written consent of Sports Publications International, Inc. Sports Publications International, Inc. may limit your access to a certain number of physical locations or equipment or simultaneous logins.

24. GUIDELINES FOR CHILDREN

24.1 It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. By accessing the Web Site and/or Service(s), you affirm that you are more than 18 years old, are an emancipated minor, or have the consent of your parents or legal guardian and,



The World's Leading Independent Resource for Swimming

therefore, are fully capable and competent to abide by and enter into the agreements and obligations set forth in these Terms of Services. Otherwise, you further affirm that you are at least 13 years old as the Web Site and/or Service(s) are not intended for children under 13 years old. If you do not comply with this age restriction, please do not use the Web Site and/or Service(s).

25. ADDITIONAL TERMINATION OF USE TERMS

25.1 If you subscribe to a Subscribed Service, you are entitled to cancel this agreement after your subscription term with the Company is complete. Upon completion of the subscription term of your agreement, you may terminate your subscription with the Company as set forth in any such agreement or as further noted on the Web Site.

25.2 You agree that we may, in our sole discretion, terminate or suspend your access to all or any part of the Web Site and/or Service(s) with or without notice and for any reason. Any suspected fraudulent, abusive or illegal activity may constitute grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

26. TERMINATION OF WEB SITE AND/OR SERVICE(S)

26.1 Sports Publications International, Inc. reserves the right to terminate the Web Site and/or Service(s) in their entirety at any time and for any reason.



The World's Leading Independent Resource for Swimming

27. PRIVACY STATEMENT

27.1 Information Gathered from Visitors

In common with other websites, log files are stored on the web server saving details such as the visitor's IP address, browser type, referring page and time of visit.

Cookies may be used to remember visitor preferences when interacting with the website.

Where registration is required, the visitor's email and a username will be stored on the server, but not shared with other entities.

27.2 How Your Information Is Used: The information is used to enhance the visitor's experience when using the website to display personalized content and possibly advertising.

E-mail addresses will not be sold, rented or leased to 3rd parties. E-mail may be sent to inform you of news of our services or offers by us.

27.3 Visitor Options: If you have subscribed to one of our services, you may unsubscribe by following the instructions which are included in e-mail that you receive. You may be



The World's Leading Independent Resource for Swimming

able to block cookies via your browser settings but this may prevent you from access to certain features of the website.

27.4 Cookies: Cookies are small digital signature files that are stored by your web browser that allow your preferences to be recorded when visiting the website. Also they may be used to track your return visits to the website.

3rd party advertising companies may also use cookies for tracking purposes.

27.5 Google Ads: Google, as a third party vendor, uses cookies to serve ads. Google's use of the DART cookie enables it to serve ads to visitors based on their visit to sites they visit on the Internet.

Website visitors may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

27.6 Websites linking to SwimmingWorld.com have chosen to adopt this privacy policy as their own. This means that they agree to abide by the principles laid out above.

27.7 Sports Publications International, Inc. strives to ensure the privacy and accuracy of your confidential information. In order for you to purchase products and Service(s) that we offer via the Web Site, we require you to provide us with information that personally identifies you ("Personal Information"). Personal Information may include (i) contact data (such as your name, physical and email addresses,



The World's Leading Independent Resource for Swimming

phone numbers and domain names), and (ii) financial data (such as your account or credit card number).

27.8 Aggregate information on web site usage is recorded, and information volunteered by site users including all data submitted is collected and stored. This includes the use of specific services on the Web Site and/or Service(s) such as performing keyword searches, registering for events, or requesting additional information. We also collect and retain your email address and any other information you provide, when you communicate with us via email. We collect this information to provide online services, and to enhance our Web content and improve our quality of service, as well as to provide third party offers to you through email.

27.9 Cookies are small files that may include a unique identifier, which is sent from our Web server to your web browser and is stored on your hard drive for record-keeping purposes. Cookies may be required to use certain services on the Site. We use cookies to provide services, to record current session information and identify user trends and patterns. You may choose to view, block or erase cookies within your web browser. However, this may limit your ability to use all services provided on our web sites. Although, some web sites may be able to track your usage after cookie deletion if you come back to the same site or a related site and provide personal information.



The World's Leading Independent Resource for Swimming

27.10 The confidential data you submit is encrypted using industry standard SSL encryption. Furthermore, all of the customer data we collect is protected against unauthorized access and is never sold, traded or rented for commercial purposes to other organizations except to provide services, information, or products you've requested, when we have your permission, or in the following circumstances: (a) in the case of a sale of all of the assets of Sports Publications International, Inc., a merger involving Sports Publications International, Inc., a sale of assets involving Sports Publications International, Inc. or a corporate reorganization involving Sports Publications International, Inc.; (b) Sports Publications International, Inc. retaining another or an additional provider of services that requires the information to complete such services; and (c) when it is necessary to share information to investigate, prevent, or take action regarding illegal activities, suspected threatening or fraudulent activities, and violations of Terms of Service, or as otherwise required by law.

27.11 In addition, please keep in mind that whenever you voluntarily disclose Personal Information on-line, for example on message boards, through e-mail, or in chat areas, that information can be seen, collected and used by others.

27.12 Through the Web Site and/or Service(s) you may be introduced to a variety of third-party vendors and sites. The



The World's Leading Independent Resource for Swimming

privacy policies of these third parties are not under our control. The use of any information that you may provide to any third party will be governed by the privacy policy of the operator of the site that you are visiting, which may differ from ours. As well, in some cases these third parties may share the information that they collect about you with Sports Publications International, Inc. and JumpTV. Because we do not control the privacy policies of our business affiliates or any other sites to which we may provide hyperlinks, we recommend you review the privacy policy of the site you are visiting. If you cannot find that site's privacy policy, or if you are uncertain about the entity to which you are providing your information, you should contact that site directly for more information.

27.13 The Web Site and/or Service(s) may include a variety of features, such as bulletin boards and chat rooms, which allow feedback to us and real-time interaction between site users. Sports Publications International, Inc. does not control the posting of messages, information or files that others may provide through the Site. You understand that Sports Publications International, Inc. has no obligation to monitor any bulletin boards, chat rooms, or other areas of the Web Site and/or Service(s) through which users can supply information or material. However, Sports Publications International, Inc. reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or



The World's Leading Independent Resource for Swimming

governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in Sports Publications International, Inc.'s sole discretion are objectionable or in violation of the Terms of Use.

Copyright 2017, Sports Publications International, Inc., except where otherwise noted. All rights reserved.