

## Terms and Conditions

Last updated: April 21, 2021

Please read these terms and conditions carefully before using Our Service.

### Introduction

This Terms of Use Agreement (the “TOU”) is a binding contract between you, an individual user (“you”) and The Lochte Way, LLC (“us,” “we,” or “Legacy Swim”) governing your use of Legacy Swim services (the “Service”) and using the Legacy Swim website (the “Website”).

BY INSTALLING OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TOU. IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE SERVICE.

YOUR ACCESS TO AND USE OF THE SERVICE IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS APPLY TO ALL VISITORS, USERS AND OTHERS WHO ACCESS OR USE THE SERVICE.

BY ACCESSING OR USING THE SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE WITH ANY PART OF THESE TERMS AND CONDITIONS THEN YOU MAY NOT ACCESS THE SERVICE.

YOU REPRESENT THAT YOU ARE OVER THE AGE OF 18. THE COMPANY DOES NOT PERMIT THOSE UNDER 18 TO USE THE SERVICE.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service

To have a copy of this TOU and the Legacy Swim Privacy Policy (the “Privacy Policy”) sent to you, contact Legacy Swim at <https://www.legacyswimming.com/contact>

## Interpretation and Definitions

---

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

Terms herein are defined as follows:

**Account** means an account created by a User on the Website as part of Registration for use of

Services

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Agreement** means this Terms and Conditions Agreement

**Application** means a software program that runs on your mobile device, computer, or tablet

**Country** refers to: Florida, United States

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to The Lochte Way, 230 Lytham Way Daytona Beach.

**Content** means the texts, graphics, designs, logos, button icons, images, data compilations and information and communications provided in the website

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Goods** refer to the items offered for sale on the Service.

**Intellectual Property Rights** means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

**Law** means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction

**Orders** mean a request by You to purchase Goods from Us.

**Service** means market content, features, functionality and other information and services including, without limitation, signals and alerts when accessed via the Internet, mobile or other device.

**Terms and Conditions** (also referred as "Terms") means the provisions contained in the present document that create a contractual obligation, breach of which could be cause for legal action

**Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

**Website** refers to Legacy Swimming, accessible from [www.legacyswimming.com](http://www.legacyswimming.com)

**You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

---

THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND The Lochte Way LLC. YOU MUST READ THESE TERMS IN THEIR ENTIRETY. THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY ACCESSING AND/OR USING THE SERVICES, YOU ACCEPT AND AGREE TO THESE TERMS, INCLUDING ANY AND ALL RESTRICTIONS POSTED VIA THE SERVICES, WITHOUT ANY MODIFICATION, ADDITION OR DELETION. IF YOU DO NOT AGREE TO OR CANNOT COMPLY WITH THE TERMS CONTAINED IN THIS AGREEMENT IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO USE THE SERVICES. PLEASE NOTE YOU MAY BE DENIED ACCESS TO THE SERVICES, BY THE SOLE DISCRETION OF THE LOCHTE WAY LLC, WITH OR WITHOUT PRIOR NOTICE TO YOU, FOR NONCOMPLIANCE WITH ANY PROVISION OF THIS AGREEMENT.

### Site and Service Ownership

The Sites and Services are owned and operated by The Lochte Way LLC. The Content contained in our Products and Services are Intellectual Property of The Lochte Way LLC (or belongs to it) and are protected by copyright laws. All logos and trademarks displayed in our Products and Services are registered trademarks or trademarks of The Lochte Way LLC. No trademarks may be used without prior written consent of The Lochte Way LLC except to identify the products or services associated therewith. Our Products and all related software, and all patent rights (including patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights therein or relating thereto (including derivative works), are and shall remain the exclusive property of The Lochte Way LLC or its Licensors, Affiliates, or other third parties.

### Participation and Registration

In order to utilize some of the Services, you may be asked to register for an account or provide us with certain personal information. Participation in these Services is voluntary. You must be eighteen (18) years of age or older to participate in most site offerings and registrations. You may discontinue site registrations by following unsubscribe or opting out instructions contained within the Services or in applicable electronic communications from us. The Services may request that you provide us with certain personal information. You agree to provide accurate and current information and to update it as necessary to maintain its accuracy. The Lochte Way LLC shall maintain and use your information in accordance with The Lochte Way LLC Privacy Policy. You agree not to mask your identity by providing false information, or by providing another person's information that you are not authorized to provide. If you provide us with any information, you are not authorized to provide, we may suspend or terminate your site registration or participation and pursue any other legal remedies without notice. In the instances that you provide your email address to The Lochte Way LLC, you consent to our using the email address to send you Service-related notices, including among other things notices required by law, in lieu of postal mail. You may not opt-out of Service-related emails. We may also send you commercial email on behalf of ourselves, our Affiliates, and certain unaffiliated third parties. You may opt-out of receiving such emails at any time by following the unsubscribe instructions included in each commercial mail.

### Software Downloads

In the event a feature of this site authorizes the download of certain Software from this site or another electronic device, the Software is licensed to you by us or third-party Licensors for your personal, non-commercial use only. We do not transfer title to the Software to you. You own the medium or electronic device on which the Software is viewable or recorded, but we (or our third-party Licensors) retain full and complete title to the Software and all intellectual property rights therein. Although you may transmit or download certain Content accessible via the Software, you may not sell, auction, decompile, reverse engineer, disassemble, redistribute for commercial purposes or otherwise reduce the Software to a human-readable form. You are also solely responsible for the Software's compatibility, ability to function and interface with your medium or electronic device. The Lochte Way LLC reserves all rights not expressly granted to you.

### Electronic Communications

When communicating to us electronically through our website or via email, any personal information transmitted to us will be protected in accordance with The Lochte Way LLC Privacy Policy. While we appreciate your communications, The Lochte Way LLC cannot guarantee that it will respond to your messages. When you submit non-personal information to us, you agree that The Lochte Way LLC has the right to publish, use, copy, store and distribute the material for any use, including promotional and

advertising purposes, without liability or restriction. We assume no obligation to limit the use of or to protect any such non-personal information from disclosure.

#### INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LOCHTE WAY LLC, ITS AFFILIATES, LICENSORS, OR OTHER THIRD-PARTIES, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, COSTS AND FEES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR VIOLATION OR BREACH OF THESE TERMS, YOUR UNAUTHORIZED ACCESS OR USE OF CONTENT, SERVICES AND/OR ANY CONSEQUENCES ARISING OUT OF YOUR ACCESS OR USE OF THE SERVICES AND OR CONTENT.

#### Affiliates, Service Partners and Sponsors

Certain website features, promotions, activities or information may be made available, sponsored or promoted by Affiliates, service partners, sponsors, Licensors, or other third parties.

## Placing Orders for Goods

---

By placing an Order for Goods through the Service, You warrant that You are legally capable of entering into binding contracts.

### Your Information

If You wish to place an Order for Goods available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

### Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Goods availability
- Errors in the description or prices for Goods
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

### **Your Order Cancellation Rights**

Any Goods you purchase can only be returned in accordance with these Terms and Conditions and Our Returns Policy.

Our Returns Policy forms a part of these Terms and Conditions. Please read our Returns Policy to learn more about your right to cancel Your Order.

Your right to cancel an Order only applies to Goods that are returned in the same condition as You received them. You should also include all of the product's instructions, documents and wrappings. Goods that are damaged or not in the same condition as You received them, or which are worn simply beyond opening the original packaging will not be refunded. You should therefore take reasonable care of the purchased Goods while they are in Your possession.

We will reimburse You no later than 14 days from the day on which We receive the returned Goods. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

You will not have any right to cancel an Order for the supply of any of the following Goods:

- The supply of Goods made to Your specifications or clearly personalized.
- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.
- The supply of digital content which is not supplied on a tangible medium if the performance has begun with Your prior express consent and You have acknowledged Your loss of cancellation right.

### **Availability, Errors and Inaccuracies**

We are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### **Prices Policy**

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

## Payments

All Goods purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

# Intellectual Property

---

## Copyright Information and Infringement Concerns

The Copyright for this site is held by The Lochte Way LLC. All rights reserved. If you believe in good faith that Content or other information appearing on this website infringes on your copyright, you (or your agent) may send us a notice in accordance with the current requirements provided in the Digital Millennium Copyright Act of 1998 (DMCA).

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

# Links to Other Websites

---

## Leaving The Lochte Way LLC Sites and Services

When you click on any link that takes you outside of the Sites or away from an application or other service, your use of the Internet will be governed by the terms of use and privacy policies, if any, of the particular site and/or service that you are accessing. THE LOCHTE WAY LLC, ITS AFFILIATES, LICENSORS, OTHER THIRD-PARTIES, MEMBERS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE OR LIABLE FOR THE CONTENT, ACTIVITIES, OFFERINGS, PRIVACY PRACTICES OR TERMS OF USE OF THIRD PARTIES.

## Third Party Links

Our website may contain links or banners to other sites or resources on the Internet that are controlled by third parties. These links are provided solely as a convenience to our users and do not constitute an endorsement, recommendation, or certification by The Lochte Way LLC, its Affiliates or any Licensors or other third-parties site, resources, content, products or services. Any concerns regarding external links or other websites should be directed to the respective website operator. Because The Lochte Way LLC

has no control over such sites and resources, you acknowledge and agree that The Lochte Way LLC shall not be responsible or liable, directly or indirectly for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked content. You further agree and acknowledge that any information made available via the Services regarding third party offers is for information purposes only and when you click on any link that takes you outside the Services, your use of the Internet will be governed by the terms of use and privacy policies, if any, of the particular website or service that you are accessing. You acknowledge that all third-party postings available through the Services have been provided by a third-party operator/provider and we do not make any warrant regarding quality, accuracy or completeness. Finally, you understand that all user transactions with third parties are solely between the user and the third party. The Lochte Way LLC reserves the right, in its sole discretion, to terminate links with any third parties or other websites.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Termination

---

### Violations and Termination

Any conduct that in any way violates these Terms or any posted restrictions or guidelines may result, in our sole discretion, in the termination of your license and right to utilize the Services to access Content or for any other purpose, and/or our pursuit of any legal damages or remedies without notice. If necessary, or as authorized under applicable law, we may cooperate with local, state and/or federal authorities to protect the Sites, the Services, the Content, The Lochte Way LLC, its Affiliates, Licensors, members, employees, agents and/or users; to comply with applicable laws; or to prevent unauthorized access or use of the Services or the Content. We retain the right to terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

## Limitation of Liability

---

### LIMITATION OF LIABILITY

NEITHER THE LOCHTE WAY LLC NOR ITS AFFILIATES, LICENSORS, OTHER THIRD-PARTIES, MEMBERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE OR SHALL HAVE RESPONSIBILITY OF ANY KIND WHATSOEVER TO ANY USER OR THIRD PARTY, FOR ANY LOSS, HARM OR DAMAGE THAT RESULTS OR OCCURS FROM: (I) USE OF OR ACCESS TO SERVICES OR CONTENT POSTED THROUGH THE SERVICES; (II) USE OR ACCESS TO ANY SERVICE, WIRELESS OR OTHERWISE, PROVIDED AS A FEATURE OR OFFERING THROUGH THE SERVICES; (III) ANY FAILURE OR INTERRUPTION OF THE SERVICES; (IV) ANY ACT OR OMISSION OF ANY SERVICE PROVIDER OR AGENT INVOLVED IN MAKING THE SERVICES OR THE CONTENT AVAILABLE TO

USERS; (V) ANY OTHER CAUSE RELATING TO A USER'S ACCESS OR USE, OR INABILITY TO ACCESS OR USE, ANY PORTION OF THE SERVICES OR CONTENT; (VI) ANY CONTENT, MATERIALS, ADVICE OR OPINIONS POSTED OR UPLOADED THROUGH THE SERVICES, INCLUDING ANY USER RELIANCE ON SUCH INFORMATION; (VII) ANY SECURITY BREACH, OR ANY VIRUS, BUG, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, ERROR, INACCURACY, DEFECT OR TECHNICAL MALFUNCTIONS; OR (VII) ANY USER'S FAILURE TO COMPLY WITH THESE TERMS, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF THE LOCHTE WAY LLC, ITS AFFILIATES, LICENSORS, OR OTHER THIRD-PARTIES OR AGENTS PROVIDING SOFTWARE, SERVICES OR SUPPORT. IN NO EVENT WILL THE LOCHTE WAY LLC, ITS AFFILIATES, LICENSORS, OTHER THIRD-PARTIES, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE TO ANY USER FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR ANY OTHER LOSS OR DAMAGES OF ANY KIND EVEN IF THE LOCHTE WAY LLC OR ITS AFFILIATES, MEMBERS, EMPLOYEES, AGENTS, OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## "AS IS" and "AS AVAILABLE" Disclaimer

---

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any



intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

---

### Choice of Law and Forum

This website is originated and located in the United States, and these Terms shall be governed by and construed in accordance with the laws of the State of Florida made and wholly performed therein, excluding its conflicts of law provisions. Users who choose to access this website from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable laws and regulations. Any dispute arising out of or relating to these Terms or your access or use of this website will be subject to the exclusive jurisdiction of the courts located within the State of Florida, and you hereby submit to the personal jurisdiction of such courts.

### Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or Content must be filed within one (1) year after such cause of action arose or be forever barred.

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## Disputes Resolution

---

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

# For European Union (EU) Users

---

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## United States Legal Compliance

---

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

---

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

---

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms and Conditions

---

### Validity of these Terms

If any provision of these Terms is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect the original intent, and the remaining provisions of these Terms shall remain in full force and effect.

### Full Understanding

These Terms, including any posted restrictions and guidelines, contain the full understanding of the parties

with respect to access and usage of this website and Content posted on the site. No action of ours, other than an express written waiver or update to these Terms, may be construed as a waiver of any part of these Terms. In the event The Lochte Way LLC waives or updates any specific provision of these Terms, all other portions will remain intact.

#### Agreement to Changes or Updates

We reserve the right to make changes and update any information or Content contained within the Services and/or Terms without prior notice. Please check this page periodically for updates. Any changes to these provisions will be incorporated into revised Terms that we will post here. Changes shall be effective when they are posted. You have the obligation to review changes to these Terms when you access or re-access the Sites and/or Services. If you do not agree to, or cannot comply with the revised Terms, you must stop using the Sites and/or Services.

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

---

If you have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: <https://www.legacyswimming.com/contact>