

Welcome to JOHNNIE ATHLETES LLC!

To summarize: by using JOHNNIE ATHLETES you agree to these Terms of Use (the “Terms”).

These are JOHNNIE ATHLETES’ Terms, and they apply to all users of the JOHNNIE ATHLETES platform. “We” “our” or “us” refers to JOHNNIE ATHLETES LLC. and our subsidiaries, including but not limited to Johnnie Athletes LLC (“Johnnie Athletes”). “JOHNNIE ATHLETES” refers to this platform and the services offered by us. By using JOHNNIE ATHLETES, you agree to these terms and to the other policies we post. Please read them carefully and let us know if you have any questions.

Your account

To summarize: You must be at least 13 years old to register for an account. You are responsible for your account.

When you create an account you must provide us with accurate information, in good faith, and agree to keep your information updated if it changes. The JOHNNIE ATHLETES platform is designed for users at least 13 years of age. To create an account, you must be at least 13 years old. To join a creator’s membership as a fan, or provide a membership as a creator, you must be at least 18 years old or have your parent’s or guardian’s permission. We reserve the unilateral right to suspend, restrict, or delete any account that fails to comply with the Terms, including without limitation these stated age requirements. You are responsible for anything that occurs when anyone is signed into your account, as well as the security of the account. Please contact us immediately if you believe your account is compromised.

Abusive conduct

To summarize: Be responsible and don’t violate our policies. You are responsible for all activity on your account. If you violate our policies, we may terminate your account. Users are prohibited from:

- Harassment, bullying, or intimidation of any kind.
- Hate speech or discriminatory behavior based on race, ethnicity, gender, sexual orientation, religion, age, disability, or any other protected characteristic.
- Threats of violence or harm to others.
- Posting or sharing offensive, explicit, or violent content.
- Engaging in or promoting illegal activities.
- Violating the rules of your school, conference, or other organizing body.

All about being a creator

To summarize: A creator is someone who creates an alliance membership page or teams up with other creators for a shared alliance membership page on JOHNNIE ATHLETES. Creators then engage with fans who have purchased memberships from JOHNNIE ATHLETES to support the creator's creations. An alliance Page is an example of a shared membership page. There are a lot of details below involving payments, fees, taxes and restrictions that you should read in full if you are a creator.

Membership

To become a creator, simply create your account to your membership. When you join JOHNNIE ATHLETES, you become part of the JOHNNIE ATHLETES community. JOHNNIE ATHLETES will either point you to creator tools or provide you with basic creator content for posting. You can then post to your own social media or JOHNNIE ATHLETES website to showcase your creations and receive revenue for your post. Memberships are for your most passionate fans. On JOHNNIE ATHLETES, you can provide your fans something exciting that gives them unique benefits they want, like additional access, merchandise, exclusivity, and engaging experiences. In turn, you will receive loyal support from your fans, and revenue from memberships that fans have purchased from JOHNNIE ATHLETES. Membership comes in the form of subscriptions where fans are paying monthly for membership to JOHNNIE ATHLETES and your post(s) or in the form of one-time payments where fans buy only one month of membership rather than starting a subscription. JOHNNIE ATHLETES may assist in generating content on your shared membership on your behalf to optimize your shared membership page. You may remove these posts through the app or by contacting us at admin@johnnieathletes.com.

Shared Membership Pages

Summary: You can team up with other creators to sell memberships around shared creations.

JOHNNIE ATHLETES's policy is to split proceeds earned from a shared membership page evenly between each of the contributing creators at the time of the payment. If creators agree to a different earnings structure for the shared membership page, please request modification by email at admin@johnnieathletes.com.

Creators grant a license to JOHNNIE ATHLETES to have their name and image shown on the applicable Participating Athletes section of the JOHNNIE ATHLETES Johnnie Athletes website. Creators that are members of a shared membership page are required to be shown on the site in the Participating Athletes section and are also required to make a contribution to the page in order to be compensated. Contributions include, but are not limited to:

- Allowing the use of their Name and Image on Johnnie Athletes materials.
- Rendering promotional services to drive traffic to the Johnnie Athletes.
- Licensing, contributing to, and publishing content for consumption by the members.

If you have any questions at all about the Participating Athletes section, contributions, or shared membership pages, please contact us at admin@johnnieathletes.com.

Any creator who does not contribute to the alliance in a manner listed above will not be compensated. In the event that a creator is inactive, JOHNNIE ATHLETES may, at its sole discretion, suspend the inactive creator's account if it determines that such action is in the best interest of the creator's alliance and/or other Participating Athletes. Creators who delete their accounts or have their accounts suspended will be removed from the Participating Athletes section.

Creators **MUST BE REGISTERED WITH THE JOHNNIE EXCHANGE** to join an alliance and to be compensated for any NIL activity. The register with the Johnnie Exchange, creators should contact the coach of their sport or the Athletic Director at Saint John's University

Payments

As a creator you make your membership available on JOHNNIE ATHLETES, and we provide membership to your fans. All payments to creators is made by JOHNNIE ATHLETES through the Johnnie Exchange, complying with all posted policies and terms of the Johnnie Exchange and Saint John's University. We handle payment issues such as fraud, chargebacks, and resolution of payment disputes as is outlined by the Terms of Use for Johnnie Exchange. We try to provide timely payment, but you may occasionally experience delays in receiving payment. We may block or hold payments for violations of our. When payments are delayed or blocked, we try to communicate the reason to you promptly. If you have questions about a payments block, please reach out to us at admin@johnnieathletes.com. In order to protect creators, we may block fans' payments if we believe them to be fraudulent or made for improper purposes. If a creator's account goes inactive, is suspended, deleted, or otherwise ceases to operate and there are any unclaimed funds in the account, JOHNNIE ATHLETES may contact the creator and attempt to provide the balance of any due to the creator, subject to standard fees and JOHNNIE ATHLETES's payment procedures. JOHNNIE ATHLETES's standard timing is to provide a ninety (90) day period to complete the process to pay out any eligible balance amounts. If your creator account has unclaimed funds and you need assistance with the payout process, please reach out to JOHNNIE ATHLETES via email to admin@johnnieathletes.com. In the event that the creator does not provide JOHNNIE ATHLETES with the necessary information to complete final payment on their account or otherwise JOHNNIE ATHLETES is not able to complete final

payment to creators within the ninety (90) day period, JOHNNIE ATHLETES will attempt to distribute the funds to other active Participating Athletes on the same team, subject to reimbursement of any associated costs and payment of JOHNNIE ATHLETES's processing fees in effect at the time. In the event that JOHNNIE ATHLETES is unable to distribute the former creator's account funds to other Participating Athletes, JOHNNIE ATHLETES may use those funds to cover associated costs and any processing fees then in effect. Any remaining balance will revert to JOHNNIE ATHLETES or be allocated as designated by JOHNNIE ATHLETES.

Fees

As a creator there are fees associated with your membership on JOHNNIE ATHLETES. The platform fee and payment processing fee is currently fifteen percent (15%). Fees associated with being a creator are charged at the time of each successful fan payment. The payment processing fee applies to both fan payments and creator payments. These fees are subject to change, but the current fee is always available to creators on the Johnnie Athletes app.

Communication Features

JOHNNIE ATHLETES may from time to time offer Creators the ability to send communications through the Site using JOHNNIE ATHLETES-facilitated email or text message features. These features are provided free of charge but may have limitations on the number of communications that can be sent during a specific period. When you use these services, you agree to the following:

- You agree to be solely responsible for complying with all applicable laws, including without limitation the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, and any other relevant federal or state laws.. This includes obtaining any necessary consents required by law before sending communications.
- You agree to be solely responsible for ensuring that you have the necessary consents from recipients and to indemnify JOHNNIE ATHLETES against any claims arising from the failure to obtain such consent.
- JOHNNIE ATHLETES does not participate in the initiation or sending of the communication other than to provide a channel through which the communication may be transmitted. JOHNNIE ATHLETES does not determine when a communication is sent, to whom it is sent, or the content of the communication. By using JOHNNIE ATHLETES' communication feature, you acknowledge that JOHNNIE ATHLETES is not a party to these communications. Creators are strongly advised to follow best practices for compliance, which can be found [here](#).

By agreeing to these terms, you confirm your understanding and acceptance of these responsibilities and the limitations of JOHNNIE ATHLETES's involvement in your communications.

Referrals

To Summarize: JOHNNIE ATHLETES's Referral Program allows current creators to earn extra benefits by inviting supporters to open new memberships and pledges of financial support. There are some requirements and restrictions, so please carefully review this information.

Creators have the opportunity to earn rewards by participating in our Supporter Recruitment Program. This program allows you to invite supporters of your alliance to join JOHNNIE ATHLETES and pledge financial support. However, there are specific conditions that must be met for a referral to qualify for as a successful referral under the program and for you to be eligible to earn your reward.

- The supporter you refer must be a new supporter to your shared membership page.
- The supporter must make and complete at least a three-month subscription.
- The referred supporter must specifically identify the athlete who is responsible for their subscription. This will be determined at the time the supporter makes a commitment through that process, naming the athlete on the subscription form.

The referral reward will be rewarded after the supporter's commitment has been completed. Rewards will be merchandise whose value will appropriate for the amount of support recruited, but may also be monetary compensation. The referral reward is subject to change, but it will be visible at the time you are due to collect that reward.

JOHNNIE ATHLETES may also offer action-based rewards from time to time. These rewards will expire in accordance with the terms at the time that they are offered with the maximum time window being 60 days unless otherwise specified. The amount of a given reward is subject to change, but it will be visible at the time you see the offer.

Taxes

All tax reporting will be managed through the Johnnie Exchange. JOHNNIE ATHLETES will not be providing any tax information or filing any information with the IRS regarding payments. Please see Terms of Use from Johnnie Exchange for details about payment processing and taxes including reporting.

Restrictions

We don't allow creations and benefits that violate our policies or the NIL policies of Saint John's University which can be found on the Saint John's University website <https://gojohnnies.com/sports/2024/2/9/saint-johns-nil-policy.aspx>. A summary of our policy is that we don't allow:

- Illegal creations or benefits.
- Creations or benefits that are abusive towards other people.
- Creations or benefits that promote activities, products, or services that violate a creator's school, conference, or other organizing body's rules (such as promoting the use of tobacco products). You are solely responsible for compliance with these rules.
- Creations or benefits that use others' intellectual property, unless you have written permission to use it, or your use is protected by fair use. If your fans include people under the age of 18, then please remind them that they need permission to join your membership, and those under the age of 13 cannot use JOHNNIE ATHLETES. We are not required to allow any particular person or group of persons to be your fan. An account is tied to your creative output and cannot be sold or transferred for use by another creator.

All about being a fan

To summarize: A fan is someone who purchases memberships from JOHNNIE ATHLETES to support their favorite creators' creations. Through a paid membership on JOHNNIE ATHLETES, fans directly interact with creators they support, using tools supplied by JOHNNIE ATHLETES, and through our platform have the opportunity to engage with a greater community of fans and creators.

As a fan, you're joining JOHNNIE ATHLETES to be part of an exciting movement to support a creator's membership while you get special benefits, which may include access to your creator, merchandise (when offered), exclusivity, and engaging experiences with the creator and fan community. In exchange, you pay JOHNNIE ATHLETES for membership programs, on a subscription basis or one-time basis, to access and support creators you like.

The timing and amount of each membership subscription depends on the type of membership agreement you enter into, and the creator you support. You can see the details as you join.

To become a fan, simply meet the eligibility requirements by creating an account, adding your preferred payment method, and joining a membership program on JOHNNIE ATHLETES to

start supporting your creator! There are two types of memberships. One is a monthly subscription where you pay per month. The second is a one-time payment that provides you membership for one month. These options will be presented to you in the payment flow.

You may cancel your membership payments at any time. All processed transactions are final. Terminating or lowering the tier support of membership will go into effect in the subsequent (not current) payment term.

We are not required to allow you to be a fan of any particular creator.

Creators' memberships vary and we have limited control over the quality and specific offerings.

If you are located in the jurisdiction in which JOHNNIE ATHLETES is required to charge and collect tax (e.g. VAT or, sales tax), then this tax is added to the total charge. Except in limited circumstances, this tax is shown when you set up the initial membership subscription. JOHNNIE ATHLETES remits all tax collected to the applicable taxing authority. As tax is largely dependent on your location, you are responsible for keeping your address complete and up to date.

Refunds

Our policy is No Refunds, though we will allow for some exceptions, and any refunds are granted in our sole discretion.

Billing Cycle

The subscription fee for JOHNNIE ATHLETES services, along with any other charges incurred in connection with your use of the service (such as taxes and possible transaction fees), will be charged to your Payment Method on the date specified on your account profile. The billing cycle's length is on a monthly basis and will continue until it is canceled. Subscription fees are fully earned upon payment. Your payment date may change under certain circumstances, for instance if your Payment Method fails, you alter your subscription plan, or if your membership started on a day not present in a given month.

For details on your next payment date, visit johnnieathletes.com, simply follow the steps below:

1. Log in to your Johnnie Athletes account at <https://johnnieathletes.com>.
2. Click on "Your Profile" in the top right
3. Click on "Manage Alliances"

3. Here you can see the Next charge date.

Payment Methods

To use JOHNNIE ATHLETES services, one or more Payment Methods must be provided. You authorize us to charge any Payment Method linked to your account if your primary Payment Method is declined or unavailable. You are responsible for any uncollected amounts. Unsuccessful payment attempts due to expiration, insufficient funds, or other reasons may result in service suspension until a valid Payment Method is provided. Certain Payment Methods may incur additional fees from the issuer, such as foreign transaction fees or processing fees. Please consult your Payment Method service provider for details.

Updating Your Payment Methods

You can update your Payment Methods at any time. Simply follow the steps below:

1. Log in to your Johnnie Athletes account at <https://johnnieathletes.com/profile>.
2. Scroll down to "Payment Info".
2. Click on "Replace Card" to the right of your current payment information.
3. Type in the information for the new card that you want to be charged.
4. Click on "Save Changes".

Cancellation

You can cancel your subscription at any time, retaining access to the service until the end of your billing period. Here are the instructions on how to cancel an Johnnie Athletes Subscription:

1. Log in to your Johnnie Athletes account at <https://johnnieathletes.com/profile>.
2. Click on "Manage Alliances."
3. Click on "Cancel Subscription."
4. Select your reason for canceling.

If you find any difficulty in executing the cancellation yourself or prefer our assistance, you can also cancel a subscription by emailing admin@johnnieathletes.com with the following details:

- The email associated with your purchase (please verify by checking your purchase receipt).
- The phone number linked to your purchase.
- The specific Johnnie Athletes team you subscribed to.
- Your first and last name, matching the purchase details.

- The type of card used for the purchase (e.g., Visa, Mastercard). - The last four digits of the card used for the purchase.

Please be aware that providing this information is only necessary if you wish for us to handle the subscription cancellation on your behalf. If you proceed with canceling the subscription independently, you do not need to provide these details.

Changes to the Price and Subscription Plans

You can change your subscription amount at any time from your account. Simply follow the instructions below:

1. Log in to your Johnnie Athletes account at <https://johnnieathletes.com/profile>.
2. Click on "Manage Alliances."
3. Click on "Edit Subscription."
4. Select your new amount that you would like to be charged.
5. Click Confirm.

JOHNNIE ATHLETES' Role

To summarize: We proactively look at some pages and posts on JOHNNIE ATHLETES and review reported pages to identify potential violations of our guidelines.

We proactively look at some pages and posts on JOHNNIE ATHLETES to make sure creators follow our Community Guidelines. We also investigate reports of potential violations. JOHNNIE ATHLETES cannot estimate the amount of time required to conduct any such investigations and may include a review of the funds received by a creator through JOHNNIE ATHLETES and the creator's associated activities.

In most situations we will work with creators to resolve any potential violations and allow the creator to continue using JOHNNIE ATHLETES.

Please let us know if you see potential violations of our Community Guidelines.

With your permission, we may give other websites or services the ability to verify information about your JOHNNIE ATHLETES account or perform actions on your behalf. This permission is asked for when you connect your JOHNNIE ATHLETES account to these other websites or services. You can learn more in our Privacy Policy.

Account deletion

To summarize: You can delete your account by emailing us at admin@johnnieathletes.com. We can disable your account at our discretion.

You can permanently delete your account at any time by contacting us. We can terminate or suspend your account at any time at our discretion. We can also cancel any membership subscriptions and remove any descriptions, posts or benefits at our discretion. You may not bring a claim against us for suspending or terminating another person's account, and you agree you will not bring such a claim. If you try to bring such a claim, you will be responsible for the damages caused, including attorneys' fees and costs. These terms remain in effect even if you no longer have an account.

Creators: Your creations

To summarize: As a creator, you keep complete ownership of all creations, but you give us permission to use them on JOHNNIE ATHLETES. Make sure you have permission to use creations that you offer on JOHNNIE ATHLETES.

You keep full ownership of all creations that you offer on JOHNNIE ATHLETES, but we need licenses from you to operate JOHNNIE ATHLETES effectively. By posting creations on JOHNNIE ATHLETES, you grant us a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, reproduce, distribute, perform, publicly display or prepare derivative works of your creations. You may not post creations that infringe others' intellectual property or proprietary rights. We may ask you for consent verification for collaborators depicted in content funded through JOHNNIE ATHLETES. Fans may not use creations posted by creators in any way not authorized by the creator.

JOHNNIE ATHLETES's creations

To summarize: You can use our copyrights or trademarks to promote your JOHNNIE ATHLETES page, but can't use them for anything else without our permission.

Our creations are protected by copyright, trademark, trade secret, and other laws. Some examples of our creations are the text, images, and artwork on the site, our logo, and our codebase. We grant you a license to use our logo and other copyrighted materials or trademarks to promote your JOHNNIE ATHLETES page. You may not otherwise use, reproduce, distribute, perform,

publicly display, or prepare derivative works of our creations unless we give you permission in writing. Please ask if you have any questions.

Indemnity

To summarize: If we are sued because of your use of or conduct on JOHNNIE ATHLETES, you have to help pay for it.

You will indemnify us from all losses and liabilities, including legal fees, that arise from these terms or relate to your use of JOHNNIE ATHLETES. We reserve the right to exclusive control over the defense of a claim covered by this clause. If we use this right, then you will help us in our defense. Your obligation to indemnify under this clause also applies to our subsidiaries, affiliates, officers, directors, employees, agents and third-party service providers.

Warranty disclaimer

To summarize: We do our best to make sure JOHNNIE ATHLETES works as expected, but stuff happens.

JOHNNIE ATHLETES IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY IS EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW. THE DISCLAIMERS OF WARRANTY UNDER THIS CLAUSE ALSO APPLY TO OUR SUBSIDIARIES, AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS.

Limit of liability

To summarize: If you lose money as a result of using JOHNNIE ATHLETES, any payment due to you is limited to the amount of money we have earned through your use of JOHNNIE ATHLETES.

To the extent permitted by law, we are not liable to you for any incidental, consequential or punitive damages arising out of these terms, or your use or attempted use of JOHNNIE ATHLETES. To the extent permitted by law, our liability for damages is limited to the amount of money we have earned through your use of JOHNNIE ATHLETES. We are specifically not liable for loss associated with unfulfilled benefits and from losses caused by conflicting contractual agreements. For this clause “we” and “our” is defined to include our subsidiaries, affiliates, officers, directors, employees, agents and third party service providers.

Dispute resolution

To summarize: If you have a problem, please talk to us. Any disputes with us must be resolved under Minnesota law.

We encourage you to contact us if you have an issue. If a dispute does arise out of these terms or in relation to your use of JOHNNIE ATHLETES, then the dispute will be resolved in the federal or state courts located in Washington County, Minnesota. Both parties consent to the exclusive jurisdiction and venue of the Minnesota courts for the purpose of resolving any such dispute. Minnesota law, excluding its conflict of law provisions, governs these terms, all other JOHNNIE ATHLETES policies, and any dispute that arises between you and JOHNNIE ATHLETES.

Everything else

To summarize: These terms are the final word on JOHNNIE ATHLETES's policies. They may be changed and revised in the future, and if we change them, we will post and make them available to you.

These terms and any referenced policies are the entire agreement between you and us, and supersede all prior agreements. If any provision of these terms is held to be unenforceable, then that provision is modified to the extent necessary to enforce it. If a provision cannot be modified, it is severed from these terms, and all other provisions remain in force. If either party fails to enforce a right provided by these terms, it does not waive the ability to enforce any rights in the future. We may sometimes make changes to these terms and policies. If we make material changes that adversely affect your rights, then we will let you know before the changes come into effect. Continuing to use JOHNNIE ATHLETES after a change means you expressly accept and agree to the new terms or policies. These terms are an agreement with JOHNNIE ATHLETES LLC, 4263 Arbor Bay, Woodbury, MN 55129. If you use accessibility tools and have questions or concerns, please contact us at admin@johnnieathletes.com. Effective immediately for users on all JOHNNIE ATHLETES platforms.

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