

Terms of Use

Effective Date: July 3, 2025

Last Updated: July 3, 2025

Entity: Positive Athlete, Inc.

1. Acceptance of Terms

By accessing or using the Positive Athlete platform (the “Platform”), you agree to be bound by these Terms of Use (“Terms”). If you do not agree, you may not use the Platform.

We may update these Terms at any time. Continued use of the Platform after changes means you accept those changes.

2. Who May Use the Platform

The Platform is intended for use in the United States by:

- Student-athletes
- Parents, coaches, or community members nominating others
- Coaches, athletic directors, and school staff
- Partners (e.g., recruiters or opportunity providers)
- Verified administrators acting on behalf of Positive Athlete, Inc.

You must be at least 13 years old to use the Platform. Users under 18 should obtain consent from a parent or guardian.

3. User Accounts and Responsibilities

You are responsible for:

- Providing accurate and truthful information during registration or nomination
- Keeping your login credentials confidential
- Any activity occurring under your account

We reserve the right to suspend or terminate any account that violates these Terms.

4. Profile Information and Visibility

Some information you submit—including your name, school, achievements, uploaded media, or nominations—may be visible to other users, including:

- Coaches and athletic directors
- Approved partners (e.g., recruiters)
- Other student-athletes and alumni on the Platform

You can manage certain visibility preferences from your account settings.

5. Nominations and Third-Party Information

If you nominate another person, you are responsible for ensuring you have their permission to submit their personal information. You agree not to submit false, misleading, or unauthorized information about any third party.

6. Messaging and Conduct

Certain users (e.g., coaches, partners) may be allowed to send direct messages to student-athletes. By using this feature, you agree to:

- Communicate respectfully and professionally
- Not engage in harassment, solicitation, or inappropriate behavior
- Not share sensitive personal or contact information unnecessarily

We reserve the right to monitor, flag, or moderate messages for safety and compliance. Users may block or report inappropriate messages.

7. Opportunity Posting

Verified partners may post job, scholarship, internship, or program opportunities. By posting, you agree that:

- Your listings are accurate, lawful, and nondiscriminatory
- You have the right to offer the opportunity described
- We may moderate, edit, or remove listings at our sole discretion

We do not guarantee any outcomes or matches as a result of posted opportunities.

8. User-Generated Content

Users may upload or submit content (e.g., resumes, bios, videos, endorsements). You retain ownership of your content but grant Positive Athlete a non-exclusive, royalty-free license to use, display, and distribute that content within the Platform.

You agree not to upload or submit content that:

- Violates the rights of others (e.g., copyrighted material, impersonation)
- Contains offensive, harmful, or illegal material
- Misrepresents your identity or affiliation

We may remove or moderate content at our discretion.

9. Administrative Access

Authorized platform administrators may access user accounts solely for support, troubleshooting, moderation, or technical maintenance. All such access is logged and restricted to trained personnel following internal protocols.

10. Platform Changes and Availability

We may update, modify, or discontinue portions of the Platform at any time. We do not guarantee uninterrupted access or that the Platform will be error-free or secure.

11. Prohibited Conduct

You agree not to:

- Attempt to hack, disrupt, or overload the Platform
- Reverse-engineer or scrape data from the system
- Use the Platform for any illegal or unauthorized purpose

Violation of these rules may result in suspension, termination, or legal action.

12. Intellectual Property

All content, branding, design, and technology on the Platform (excluding user-submitted content) is the property of Positive Athlete, Inc. You may not reproduce, copy, or distribute it without written permission.

13. Disclaimers

The Platform is provided “as is” without warranties of any kind, express or implied. We do not guarantee that use of the Platform will lead to recognition, scholarships, jobs, or any specific outcome.

14. Limitation of Liability

To the fullest extent permitted by law, Positive Athlete, Inc. is not liable for any indirect, incidental, special, or consequential damages resulting from:

- Use or inability to use the Platform
- Errors, delays, or downtime
- Unauthorized access to user information

15. Governing Law

These Terms are governed by the laws of the State of Georgia, without regard to conflict of law principles. Any disputes will be resolved in state or federal courts located in Georgia.

16. Contact

For questions, feedback, or legal requests:

submissions@positiveathlete.org

Positive Athlete, Inc.