

By checking this box for American Kickboxer – Team USA V The World (Property of American Kickboxer, LLC) Disclaimer you acknowledge and agree that you have read these Terms and Conditions (the “Terms”), understand them, and agree to be legally bound by them. If you have any questions with respect to these Terms, please ask a staff member or contact our **Member Services at info@americankickboxer.tv**. Your acceptance of these Terms creates a binding contract governing the terms of your membership in the American Kickboxer Club (the “Club”) and no other statements, representations, materials or related information will alter or amend these Terms, except as specifically referenced in these Terms and such revisions to these Terms instituted by American Kickboxer, LLC as in accordance with these Terms.

1. **Membership Benefits; Accounts.** Subject to such limitations and exceptions as applicable, including as otherwise set forth in these Terms, Club members are eligible to participate in the selection of, and audition for American Kickboxer – Team USA V The World TV when the show goes into production, release and syndication. Only individuals registered to the Club will also be registered into the World Association of Kickboxing Organizations (WAKO) talent database for recruiting. Notwithstanding anything published to the contrary with respect to Club benefits, not all Club membership benefits are the same for all members; some special promotional offers and communications may be based on geographic location and/or Club participation or information supplied by the member. In order to be eligible for membership benefits your account must be (1) open, (2) in good standing and (3) current membership fees must have been paid. Abuse of Club membership (for example, by failing to follow the Terms, allowing others to use your membership number, or other improper conduct as determined by American Kickboxer, LLC in its sole discretion) may result in termination of your membership and disqualify you from future Club participation. In the event of any issues or discrepancies regarding membership benefits, American Kickboxer, LLC must be notified within 30 days of your original transaction by emailing info@americankickboxer.tv
2. **Fees.** All fees for Club memberships and associated charges, such as membership dues of \$11.00 (USD) annually. All fees charged, are non-refundable except as expressly set forth in these Terms. Notwithstanding when fees are billed to a member, all Club benefits are activated promptly following registration fee or renewal payment for the Club.
3. **Membership Term, Changes and Renewal:** All memberships, except for gift memberships which last for the specified term of the gift membership purchased, are on a annual basis, and your membership automatically renews each year on the first day of the month of initial registration. If your dues have not been paid for the subsequent following membership term, upon the end of one calendar year your profile will be temporarily placed on hold until dues are paid. If you wish to cancel your membership, you must let info@americankickboxer.tv know at least three (3) days before

the end of the month of the annual registration renewal preceding the month for which your cancellation is to be effective, and any fees already charged for any membership, including any other specified fees, are non-refundable. In addition, it is your responsibility to inform American Kickboxer, LLC of any changes to your membership record and information. Changes to your membership account and information, other than cancellations, may be submitted via email at info@americankickboxer.tv. All changes, including cancellations, must be received at least three (7) business days prior to any charge in order to be effective to avoid that charge. Fees will be due for any cancellations or changes not submitted prior to the Club's processing time for a particular charge, as specified above.

4. **Limitations; Legal Compliance.** Member discounts and benefits are not valid with other special offers or discounts offered by our stores. Member benefits are non-transferable. All benefits provided by American Kickboxer, LLC, are only provided to such states in which American Kickboxer, LLC, is licensed to provide such benefits. American Kickboxer, LLC, is not engaged in the providing of benefits into or from any state, country or other jurisdiction where it is not so licensed. Membership in the Club is void where prohibited, and by joining the Club, you consent to your membership in the Club and receipt and use of any benefits received (through the Club does not and will not violate any applicable law or regulation). You agree to comply with all applicable laws, rules and regulations, including without limitation, laws governing the possession and use of the membership. American Kickboxer, LLC, has the right to terminate or suspend the Club, or your membership in the Club, at any time and for any reason whatsoever, including, without limitation, following a change in law.
5. **Unavoidable Delay.** In the event of any circumstances outside of the control of American Kickboxer, LLC, and which prevent, hinder or delay American Kickboxer, LLC, from performing its obligations, including but not limited to acts of God, earthquake, flood, severe weather conditions, or other natural calamity, strikes, insurrection or acts of terror, governmental action or inaction, including delays or failure to issue permits and authorizations or an inability to obtain resources for distribution, American Kickboxer, LLC, obligations will be suspended for the term of such event or American Kickboxer, LLC, may elect to cancel the Club or Club membership for the affected members.
6. **Disclaimer.** YOU UNDERSTAND AND AGREE THAT YOUR MEMBERSHIP IN THE CLUB, THE GOODS AND SERVICES PROVIDED BY AMERICAN KICKBOXER, LLC, AND ALL OTHER BENEFITS RELATED TO THE CLUB ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. AMERICAN KICKBOXER, LLC, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF

MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. AMERICAN KICKBOXER, LLC, WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR RELATED TO YOUR MEMBERSHIP IN THE CLUB OR ANY GOODS, SERVICES OR BENEFITS YOU RECEIVE OR FAIL TO RECEIVE FROM THE CLUB, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT AMERICAN KICKBOXER, LLC, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. By joining the Club, you agree to defend, indemnify, and hold harmless American Kickboxer, LLC, and its affiliates, and their respective owners, officers, directors, employees, representatives and agents, from and against any and all losses, claims, damages, costs and expenses related to your misrepresentation as to any information provided to the Club, your breach of any of these Terms or any misuse of any goods, services or other benefits of Club membership.

7. **Personal Information.** You warrant and represent that you reside in the United States. If you do not reside in the United States, do not submit any personally identifiable information through this website. American Kickboxer, LLC, requires certain personal information from you to verify and administer your Club membership, and you agree that you have freely provided that information. Any personally identifying information you provide to American Kickboxer, LLC, or affiliated companies may be used for our internal business and for account management, customer service and related purposes; however, your personally identifying information will not be sold, licensed or disclosed to any parties other than American Kickboxer, LLC, affiliates. You also consent that American Kickboxer, LLC may provide a public hyperlink to your social media accounts, including, without limitation, Facebook and Twitter; provided, however, that any publication of your personally identifiable information through such websites are subject to such websites' terms and conditions, and not these Terms. In conjunction with linking to your social media accounts, you authorize American Kickboxer, LLC to publish that you are a registrant of American Kickboxer, LLC, including, without limitation, by publishing your name. You authorize American Kickboxer, LLC, to send you marketing communications and special offers as part of your membership benefits. Notwithstanding any other statements or representations contained here or elsewhere, American Kickboxer, LLC, reserves its right to disclose any information in its possession if it is required to do so by law or legal process, or if it believes, in good faith, that such a disclosure is necessary to comply with law or legal process, to defend its rights or to respond to an emergency situation. If you are concerned about the information you have provided to American Kickboxer, LLC, we will make reasonable efforts to resolve any concerns.
8. **Governing Law; Venue.** These Terms are governed by the substantive

laws of the State of California, without respect to its conflict of laws principles. You agree to submit to the jurisdiction of the state and federal courts residing in Los Angeles County, California with respect to any dispute, disagreement, or cause of action related to or involving these Terms or the Club. YOU IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE AFOREMENTIONED COURTS AND WAIVE ANY OBJECTION WHICH YOU MAY HAVE AT ANY TIME TO THE VENUE OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE CLUB AND YOU IRREVOCABLY WAIVE ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9. **Miscellaneous.** If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver shall be deemed a further or continuing waiver of such term or any other term. These Terms constitute the entire agreement between you and American Kickboxer, LLC, with respect to your membership in the Club and the goods, services and benefits provided by American Kickboxer, LLC, and related to the Club.
10. **Change in Terms.** These Terms shall remain in full force and effect while you are a member of the Club, and only American Kickboxer, LLC, may, in its sole discretion, modify the Terms or add or delete any of the Membership rules, conditions, benefits or rewards, in whole or in part. American Kickboxer, LLC, may make any such changes at any time, with or without notice, even though such changes may affect the accrued value of membership.

Summary Report

February 16, 2015 9:55 AM

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Original	AK - Web Disclaimer (3)_8471386_1	DMS1C:Benesch (8471386,1:)
Revised	AK - Web Disclaimer (3)_8471386_2	DMS1C:Benesch (8471386,2:)

	Number of Changes	Markup
Insertions	13	Sample Text
Deletions	10	
Moves	0	Move From
Total	23	