

Effective 1st July, 2023

When you use any of our Services, you agree to all of these terms in this Agreement and the relevant addendum corresponding to your primary user type (for example, individual, coach or gym). Your use of our Services is also subject to our Cookie Policy and Privacy Policy, which covers how we collect, use, share, and store your personal information.

You agree that by clicking “Become a Member”, “Get Started”, “Sign Up”, “Claim your Profile”, “Create your Profile”, or similar, registering, accessing or using our services (described below), you are agreeing to enter into this Agreement which is a legally binding contract with Mixed Martial Arts Group Limited (even if you are using our Services on behalf of a company). If you do not agree to any of the terms of this Agreement, do not click “Become a Member” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this Agreement anytime after becoming a Member, you can close your account and no longer access or use our Services.

Services

This Agreement applies to mixedmartialarts.com, mixedmartialarts.com branded apps, app.mixedmartialarts.com, trainalta.com, bjjlink.com, mma.inc, other mixedmartialarts.com-related sites, apps, communications and other services that state that they are offered under this Agreement (“**Services**”), including the offsite collection of data for those Services, such as our ads on other social media platforms.

Mixed Martial Arts Group Limited

You are entering into this Agreement with Mixed Martial Arts Group Limited (also referred to as “MMA.inc”, “Alta”, “trainalta”, “trainalta.com”, “Mixedmartialarts.com”, “XP Passport”, “BJJLINK”, “we”, and “us”), and Mixed Martial Arts Group Limited will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services. This Agreement applies to Members and Visitors. As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to our Privacy Policy (which includes our Cookie Policy and other documents referenced in our Privacy Policy) and updates.

Members and Visitors

When you register and join the Mixed Martial Arts Group Limited Services, you become a Member. If you have chosen not to register for our Services, you may access certain features as a "Visitor."

Variation

We reserve the right to update this Agreement, our Privacy Policy, and our Cookies Policy. We will notify you via our platform or other methods when significant changes occur. If you disagree with the changes, you can deactivate your account. Using our Services after receiving notice of the changes indicates your acceptance of the revised terms, effective from their release date.

Eligibility

To use our Services, you must meet the following criteria:

- You are at least 18 years old, which we refer to as the "Minimum Age."
- You will maintain only one profile under your real name.
- Mixed Martial Arts Group Limited has not previously restricted you from using our Services.
- Creating a profile with false information or for individuals under the Minimum Age violates our terms. Note: The Minimum Age is 18 unless local laws mandate a higher age for us to provide our Services without permission from a parent or guardian. In that case, the higher age applies.

Account Security

To use our Services, adhere to the following security guidelines:

1. Maintain a strong, confidential password.
2. Your profile is individual; sharing or transferring any part of it is prohibited.
3. Comply with all applicable laws and follow our Community Guidelines and Dos and Don'ts.
4. You are responsible for activities conducted through your profile unless you deactivate it or report unauthorised use. Note: Your account is your property, even if

someone else pays for your access to paid Services. While the paying party can manage and receive reports on your use of paid Services, they cannot control your personal profile.

Acceptable and Unacceptable Behaviour when using our Services

Mixed Martial Arts Group Limited serves as a platform for Martial Arts & Combat Sports enthusiasts. The following "Dos and Don'ts," along with our Community Guidelines, outline acceptable and unacceptable behaviour on our Services.

Do's

By using the Services, you agree to:

- Follow all laws, including privacy, intellectual property, anti-spam, export control, tax laws, and other regulatory requirements.
- Provide correct and updated information.
- Use your actual name for your profile.
- Engage courteously and respectfully.

Don'ts

By using the Services, you agree not to:

- Misrepresent your identity or use another's account.
- Scrape or copy data from the Services through any means.
- Bypass security features or use limits.
- Distribute information from the Services without Mixed Martial Arts Group Limited's consent.
- Share information you're not authorised to disclose.
- Infringe on intellectual property rights.
- Violate Mixed Martial Arts Group Limited's intellectual property or other rights.
- Upload harmful code.
- Reverse engineer or attempt to reverse engineer any part of the Services.
- Falsely affiliate with or claim endorsement by Mixed Martial Arts Group Limited.
- Monetise access to any part of the Services without Mixed Martial Arts Group Limited's consent.

- Use automated methods like bots for unauthorised activities.
- Monitor the Services for competitive purposes.
- Simulate the appearance or function of the Services.
- Overload or interfere with the operation of the Services.
- Violate additional terms or Community Guidelines specified during signup or use of a specific Service.

Payment Terms and Conditions

To use our paid Services, you agree to the following:

1. You agree to pay all applicable fees and taxes, which may vary by location or be subject to foreign exchange fees.
2. Failure to make payments will result in termination of your paid Services.
3. We may store your payment method, including expired ones, to maintain uninterrupted Services and for future purchases.
4. Your subscription fees will be automatically charged at the start of each period. To avoid charges, cancel before the renewal date.
5. Our refund policy governs refunds.
6. We will calculate your taxes based on the billing information provided at the time of purchase.
7. You may upgrade your membership. Upgrading takes effect immediately, with the first payment being a pro-rated amount based on the duration and rate of your current membership.

XP

Mixed Martial Arts Group Limited offers rewards in the form of “Experience” or “XP” for engaging with its platforms, including completing Goals, Milestones, and Chains. XP is a virtual, in-game reward system designed to enhance user engagement and progression within the Company’s platforms.

- **Non-Tangible Nature:** XP is a digital, non-tangible point system with no cash value, monetary equivalent, or real-world currency status. It cannot be redeemed, converted, or exchanged for money, goods, services, or any other tangible or

intangible assets outside the Company's platforms, unless expressly stated otherwise by the Company in its sole discretion.

- **Non-Refundable and Non-Transferable:** XP is non-refundable, non-transferable, and cannot be sold, traded, or gifted between accounts or users. XP remains tied to the user account under which it was earned.
- **No Expiration:** XP does not expire, provided the user's account remains active and in compliance with the Company's User Agreement.
- **Usage at Company Discretion:** The Company reserves the right to determine how XP may be earned, used, or redeemed within its platforms, including but not limited to in-game rewards, features, or other benefits. The Company may, at its sole discretion, introduce, modify, or discontinue mechanisms for spending or utilizing XP (e.g. unlocking content, features, or virtual items) without prior notice, and such changes do not confer any monetary value to XP.
- **No Property Rights:** Users do not own XP; it is a licensed feature of the platform, and the Company retains all rights to modify, reset, or revoke XP in cases of fraud, abuse, technical errors, or platform updates, without liability or obligation to compensate users.
- **Future-Proofing:** The Company may, at its discretion, introduce new systems or features related to XP, including potential spending or redemption options. Any such features will be governed by the Company's policies at the time of implementation, and users acknowledge that XP remains a non-monetary, platform-specific reward with no guaranteed value or utility.

By participating in the Company's platforms, users acknowledge and agree that XP is a virtual reward with no real-world value and that its use is subject to the Company's sole discretion and these terms.

Communication Preferences and Notices

By using our Services, you agree to receive communications from us in two ways:

1. Directly within our platform.
2. Send to the contact information you provide, such as email, mobile number, or physical address. Keep your contact information current to ensure you receive all

important notices. We are not responsible if your contact details are inaccurate or outdated.

Your Content Visibility and Sharing

Using our Services means you can share various information, including but not limited to your profile, posts, group posts, links, schedules, and messages. This content may be visible to other users within and outside our platform. If privacy settings are available for you to set, we will respect your choices about content visibility and sharing.

However, others may copy and use shared or posted information. It's your responsibility to enforce your rights against third parties who infringe on the copyrights of your content.

Content Ownership and Licensing

Mixed Martial Arts Group Limited will provide the user with access to and use of the Service. Mixed Martial Arts Group Limited grants the user a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Services during the term and for internal business purposes only for as long as the user continues to pay for the subscription until the subscription is terminated or until the user's access is revoked. You retain ownership of all content and feedback you submit. You grant Mixed Martial Arts Group Limited a perpetual, irrevocable, non-exclusive, worldwide, transferable, and sublicensable licence to use, modify, distribute, publish, and process this data (including for product development purposes). We agree that we will not use your content for third-party ads without your consent. If your consent is provided, ads may appear near your content without compensation. We will obtain your consent for third-party publishing unless you mark a post as public. While we may format your content, we won't change its meaning. Note: Personal data is subject to our Privacy Policy. Suggestions and feedback may be used at our discretion without compensation. Provide only content you have the right to share and maintain a truthful profile. Any violation may result in removing content and/or terminating your account.

Copyright Infringement Claims

Mixed Martial Arts Group Limited is committed to respecting intellectual property rights

and aims to provide a platform free of infringing content. Users must post information that is lawful, accurate, and not in violation of third-party rights. Mixed Martial Arts Group Limited has a procedure for reporting content that infringes on intellectual property rights or is otherwise unlawful. This includes designating an agent to receive notices of claimed copyright infringement. If you believe your copyright has been infringed, submit a written complaint containing the following:

1. Signature of the person authorised to act on behalf of the copyright owner.
2. Description of the copyrighted work you claim is infringed.
3. Location on our website where the allegedly infringing material is found.
4. Your email address, mailing address, and/or telephone number.
5. A statement affirming a good faith belief that the disputed use is not authorised.
6. A statement verifying that the information in your notice is accurate and that you are authorised to act on behalf of the copyright owner. Please submit your Notice by email to: copyright@mma.inc Be aware that false reporting under this procedure is subject to legal penalties, potentially resulting in personal liability. We also reserve the right to disable or terminate accounts that repeatedly infringe upon the rights of others or post unlawful content.

Counter-Notice Procedure for Copyright Infringement Claims

If you think you've been wrongfully accused of copyright infringement, you can submit a Counter-Notice. This written communication must include the following:

1. Your signature, physical or electronic.
2. Details of the material that was removed or disabled.
3. A statement affirming your belief that the material's removal or disablement was erroneous or based on a misidentification.
4. Your full name, email address, mailing address, and your consent to:
 - Jurisdiction of the Federal District Court if your address is in the United States and your willingness to accept process service from the original complainant or their agent.
 - The jurisdiction where Mixed Martial Arts Group Limited operates if your address is outside the United States.
 - The release of your personal information to the individual who filed the original complaint.

- Acceptance of service of process from the person filing the original complaint or their authorised agent. Please submit your Counter-Notice by email to: copyright@mma.inc

Intellectual Property Rights (other than copyright)

Mixed Martial Arts Group Limited retains all intellectual property rights related to our Services. "MMA.inc" and associated logos are either trademarks or registered trademarks of Mixed Martial Arts Group Limited. Any third-party trademarks and logos in our Services belong to their respective owners. Do not publish, broadcast, or redistribute third-party materials found on Mixed Martial Arts Group Limited in any form. These materials must be stored on a computer for personal, non-commercial use only. Downloading or reproducing substantial portions of content found on Mixed Martial Arts Group Limited platforms is prohibited. Mixed Martial Arts Group Limited disclaims liability for any inaccuracies, errors, delays, or damages related to using or misusing content found on Mixed Martial Arts Group Limited platforms.

Service Availability and Data Retention

We reserve the right to alter, suspend, or terminate any service offering. Any pricing changes will be effective after reasonable notice, as permitted by law. Mixed Martial Arts Group Limited does not serve as a storage facility for your content or information. We are not obligated to store, maintain, or provide copies of any content or information you submit unless required by law and specified in our Privacy Policy.

User Responsibility for Third-Party Content and Conduct

Engaging with content or information from other users on our platform is solely at your risk. We do not review or monitor user-generated content and cannot guarantee its accuracy or integrity. Mixed Martial Arts Group Limited is not liable for third-party activities, including products or services offered through our platform. Misuse of our services is possible, and we are not responsible for any consequences of such misuse. Additionally, you acknowledge the possibility of erroneous association with content about others. Mixed Martial Arts Group Limited assumes no responsibility for the conduct of its members or other platform users.

Limitations on User Interaction and Account Status

Mixed Martial Arts Group Limited retains the authority to impose limits on your interactions and connections within our Services. If you breach this Agreement, applicable laws, or our Community Guidelines, we reserve the right to suspend or terminate your account.

Automated Processing

We use your information to offer personalised recommendations, including potential connections, content, and features. Accurate and current profile details enable more relevant suggestions, such as job opportunities and recruiter connections.

Indemnification

The user indemnifies Mixed Martial Arts Group Limited against all losses, costs (including legal costs), expenses, demands or liability that Mixed Martial Arts Group Limited incurs arising out of, or in connection with, a third-party claim against Mixed Martial Arts Group Limited relating to the user's use of Mixed Martial Arts Group Limited's services or any third-party product (except as far as Mixed Martial Arts Group Limited is at fault).

Liability Waiver

When you use any of our Services, you agree to this liability waiver that you are in good physical condition and fully able to participate in martial arts and combat sports training to the best of your knowledge. You agree that you are fully aware of the risks and hazards connected with the participation in martial arts and combat sports training, including physical injury or even death, and hereby elect to voluntarily participate in said martial arts and combat sports training, knowing that the associated physical activity may be hazardous to you and your property. You should seek medical advice from your doctor or health professional before participating in martial arts and combat sports training. YOU AGREE TO VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by you, or loss or damage to property owned by you, as a result of participation in this course. You agree to hereby RELEASE, WAIVE,

DISCHARGE, AND COVENANT NOT TO SUE, Mixed Martial Arts Group Limited, their officers, servants, agents, and employees (**“RELEASEES”**) from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by you, or to any property belonging to you, while participating in physical activity, or while on or upon the premises where an event is being conducted. It is your expressed intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative if I am deceased and shall be deemed as a RELEASE, WAIVE, DISCHARGE, and CONVENTION TO SUE the above named RELEASEES.

Disclaimer and Limitation of Liability

Mixed Martial Arts Group Limited warrants that the Services will be provided in a professional manner. TO THE EXTENT PERMITTED UNDER THE APPLICABLE LAW, MIXED MARTIAL ARTS GROUP LIMITED DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the user informs Mixed Martial Arts Group Limited in writing that there is a material deficiency in the Services that is making this warranty untrue, Mixed Martial Arts Group Limited will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if Mixed Martial Arts Group Limited is unable to do so within a reasonable period, the user may terminate the then remaining Term of this Agreement, which will be the user’s sole and exclusive remedy. The user agrees to provide Mixed Martial Arts Group Limited with reasonable information and assistance to enable Mixed Martial Arts Group Limited to reproduce or verify the non-conforming aspect of the Service. Mixed Martial Arts Group Limited’s Services and all third-party products are available to the user on an “as is” basis. Mixed Martial Arts Group Limited disclaims all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose. Mixed Martial Arts Group Limited has no liability arising from the user’s use of the Service for any loss of revenue or profit, loss of goodwill, loss of users, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage

to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense. For loss or corruption of the user's data, Mixed Martial Arts Group Limited's liability will be limited to taking reasonable steps to try and recover that data from Mixed Martial Arts Group Limited's available backups. EXCEPT FOR: (1) MIXED MARTIAL ARTS GROUP LIMITED'S INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT AND/OR (2) MIXED MARTIAL ARTS GROUP LIMITED'S BREACH OF ITS DATA PROTECTION OBLIGATIONS EXPRESSLY FORTH IN CLAUSE 3 OF THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF MIXED MARTIAL ARTS GROUP LIMITED TO THE USER OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY THE USER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY MIXED MARTIAL ARTS GROUP LIMITED FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES. IN CASE OF BREACH BY MIXED MARTIAL ARTS GROUP LIMITED OF ITS DATA PROTECTION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF MIXED MARTIAL ARTS GROUP LIMITED TO THE USER OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES SUFFERED AND PROVEN BY THE USER.

Termination

Types of Termination: (a) **Non-renewal.** Either Party may terminate the Service upon at least sixty (60) days prior written notice to the expiration date of the Services you have paid for. You may terminate this Agreement upon at least sixty (60) days prior written notice to the expiration date of the Services you have paid for. (b) **For cause.** Either Party may terminate the Service and this Agreement if the other Party fails to perform any material obligation under this Agreement, and such Party cannot cure the non-performance within thirty (30) days of the date such Party is notified by the other Party of such default. (c) **For bankruptcy or insolvency.** If either Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of Mixed Martial Arts Group Limited's creditors, (iii) is adjudicated as bankrupt or insolvent, or (iv) has a proceeding

commenced against it under applicable bankruptcy laws, the other Party may ask for a written assurance of future performance of a Party's obligations under this Agreement. If an assurance that provides reasonable evidence of future performance is not provided within ten (10) Business Days of a written request, the requesting Party may immediately terminate this Agreement upon written notice. Effects of Termination: If this Agreement is terminated for any reason: (a) You will pay all Fees for amounts owed through the effective date of termination. (b) Your right to use the Service will end as of the effective date of termination. Notwithstanding such termination, you will have fourteen (14) days after the effective termination date to access the Service to retrieve your data through tools provided by Mixed Martial Arts Group Limited that will enable you to extract your data. (c) You may delete your data after your right to access the Service and retrieve your data have ended. (d) Mixed Martial Arts Group Limited and you will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past the termination of this Agreement will so survive.

Dispute Resolution

Either party may give the other party written notice of a dispute ("Dispute Notice"). A party giving a Dispute Notice must provide details of the history and circumstances of the dispute and give reasons for why the party is disputing the issue. At the expiration of five (5) business days from the date of the Dispute Notice, unless the dispute has otherwise been settled, the dispute may be submitted to the dispute resolution process. Any dispute submitted to the dispute resolution process will be dealt with in the following manner ("dispute resolution process"):

- the dispute will be referred initially to the parties' respective Contract Representatives (being Your Representative and a person authorised by Mixed Martial Arts Group Limited to settle the dispute on its behalf). The Contract Representatives will meet and negotiate in good faith in an attempt to settle the dispute within five business days of the referral;
- if the parties' Contract Representatives are unable to resolve the dispute within those

five business days or other such period as is agreed by the parties, the dispute will be referred to the parties' respective senior management at a level deemed appropriate by each party given the nature of the dispute; and

- if the dispute remains unresolved after a further five business days from the referral to senior management or another such period as is agreed between the parties, then either party may refer the dispute to mediation in accordance with the ADC procedure.

If the parties agree to refer a dispute to mediation, the mediation will be administered by the Australian Disputes Centre ("**ADC**") and will be conducted in accordance with the ADC Guidelines for Commercial Mediation, which set out the procedures to be adopted, the process of selection of the mediator and the costs involved ("**ADC procedure**").

Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Agreement. The parties shall share the costs of the dispute resolution process equally.

General

This Agreement is governed by and is to be interpreted in accordance with the laws of New South Wales, Australia. The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. You may not assign this Agreement without Mixed Martial Arts Group Limited's prior written consent. If there is some unforeseen event reasonably beyond the control of each of the Parties, such as acts of war, declared pandemic, terrorism, or uprising, or acts of nature like earthquakes or floods, or civil unrest like embargoes, riots, sabotage or labour shortages, or changes in laws or regulations, or the failure of the internet or communications via common networks, or a power failure, or a delay in transportation, (collectively "**Force Majeure**"), each Party will be excused from performance of its obligations under this Agreement for the duration of the Force Majeure affecting such Party. The affected Party will use reasonable efforts to mitigate the impact of the Force Majeure on the other Party. When either Party needs to provide official notification under this Agreement, those notices will be in writing and considered delivered upon actual receipt to the addresses communicated in writing to each other.

Each Party agrees that an e-signature is evidence of acceptance of a valid and enforceable agreement. No third-party beneficiaries exist under this Agreement. This Agreement (and any information in any referenced URL or specifically incorporated by reference) constitutes the entire agreement between the Parties. This Agreement supersedes all prior and contemporaneous representations, negotiations or communications between the Parties relating to its subject matter. Except as otherwise provided in this Agreement, this Agreement may only be amended in writing and signed by each party.

Contact

Our Contact information. For general inquiries, you may contact us online. For legal notices or service of process, you may write us at:

Mixed Martial Arts Group Limited

Suite 1, Level 1, 29-33 The Corso, Manly 2095 Sydney, Australia