

Document 1 — Terms of Service

GOATGENE LEAGUES Beta — Terms of Service

Effective Date: **August 11, 2026** | Last Updated: **August 10, 2026**

PLEASE READ CAREFULLY. THESE TERMS INCLUDE AN ASSUMPTION OF RISK AND RELEASE OF LIABILITY RELATING TO PHYSICAL ACTIVITY (SECTION 18), A LIMITATION OF LIABILITY (SECTION 19), AND PROVISIONS GOVERNING HOW DISPUTES ARE RESOLVED (SECTION 23).

These Terms of Service (“Terms”) are a binding agreement between you and **GOATGENE LLC**, a **California** limited liability company doing business as GOATGENE LEAGUES (“GOATGENE,” “we,” “us” or “our”). They govern your access to and use of the beta version of the GOATGENE LEAGUES website (the “Beta Service”).

By creating an account or using the Beta Service, you agree to these Terms, our Privacy Policy and our Disclaimers (together, the “Agreement”). If you do not agree, do not use the Beta Service.

1. What the Beta Service Is

1. The Beta Service is a website that lets users create a profile, connect with other users, join leagues and groups, schedule challenges in sports and activities, manually record results, and view leaderboards and rankings.
2. Sports and activities supported during the beta include, but are not limited to, running, climbing, golf, pickleball and roundnet. We may add, change or remove supported sports and activities at any time.
3. **The Beta Service is a scheduling, social and recordkeeping tool.** It is not an event organizer, athletic sanctioning body, coaching service, timing service, or safety monitoring service.
4. **All results are entered manually by users.** The Beta Service does not track your location, does not use GPS, and does not automatically record, measure or verify any activity.

2. Beta Nature of the Service

This is pre-release software provided for evaluation. Please read this section before you invest effort in building a record here.

1. The Beta Service is incomplete and under active development. It may contain errors, may be unavailable without notice, and may behave inconsistently.
2. Features, including privacy settings and their defaults, may be added, changed, restricted or removed at any time. Where we change a privacy setting in a way that makes information about you more visible, we will notify you first and will not apply the change to your account without your agreement.
3. **DATA RECORDED DURING THE BETA MAY BE MODIFIED, RESET OR PERMANENTLY DELETED AT ANY TIME.** Results, points, rankings, standings, badges and history created during the beta may not be preserved, may be recalculated if we change how scoring works, and may not carry over to any later version of the service. Do not treat the Beta Service as a system of record.
4. We may end the beta at any time. Section 19.5 describes what happens to your data if we do.
5. We may contact you about your use of the Beta Service, including to ask for feedback or report issues. You may opt out of non-essential messages at any time.

6. All disclaimers, releases and limitations of liability in this Agreement apply fully to the Beta Service.

3. Eligibility and Age Requirement

1. **You must be at least 18 years old to create an account or use the Beta Service.** The Beta Service is not offered to and may not be used by anyone under 18. There is no parental consent route, and no part of the Beta Service is designed for minors.
2. **The website is openly accessible.** Anyone with the link can reach it. Access to the website is not permission to use the Beta Service: you may only create an account and participate if you meet the requirements in this Section.
3. You must confirm your date of birth when you register. Providing a false date of birth to gain access is a material breach of these Terms and grounds for immediate termination.
4. **If we learn or reasonably believe that an account belongs to someone under 18, we will suspend the account and delete the associated personal information.** If you believe someone under 18 has an account, please report it to us using the contact in Section 28.
5. The Beta Service is intended for users located in the United States. We do not offer it to users in the European Union, the United Kingdom, or other jurisdictions with data-transfer regimes we do not currently support.
6. You may not use the Beta Service if we have previously terminated your account.

4. Accounts, Usernames and Verification

1. To create an account you provide a display name, a username, your date of birth, an email address and a password. You must verify your email address before your account becomes fully active.
2. **Date of birth and age.** We ask for your date of birth to confirm you meet the minimum age, and the registration screen states that you must be 18 or over to create an account. **Your age is not shown on your profile unless you choose to display it.** Your full date of birth is never shown to other users.
3. **Usernames.** Your username identifies you to other users. You may not choose a username that impersonates another person, that infringes a trademark, that is offensive, or that is chosen to mislead. We may reclaim, change or suspend a username at our discretion, including a username that is inactive or that conflicts with a third party's rights.
4. **One account per person.** You may create and maintain only one account, for your own personal use. You may not share your account, operate an account on behalf of another person, or create an additional account after a prior account has been suspended or terminated. Operating more than one account to affect a leaderboard or ranking is a material breach of these Terms.
5. You agree to provide accurate, current and complete information and to keep it up to date.
6. You are responsible for maintaining the confidentiality of your credentials and for activity under your account. Notify us promptly if you believe your account has been compromised.

5. Your Profile and Privacy Settings

1. After creating an account you may add a profile photo, a bio, the sports or activities you play or follow, and your city or state. All of these are optional except your display name and username.
2. **You control who can see your profile through your privacy settings.** The settings available during the beta, and what each one does, are described in our Privacy Policy. You can change them at any time in your profile.

3. **IMPORTANT: BY DEFAULT, YOUR PROFILE IS PUBLIC, YOU APPEAR ON GLOBAL RANKINGS, YOU CAN RECEIVE FRIEND REQUESTS, AND YOUR FRIENDS LIST IS SHOWN ON YOUR PROFILE.** This means that by default, other people can find and view your profile. That always includes your display name, username and your recorded results. It also includes your profile photo, bio, sports and city or state, but only if you choose to add them — those fields are empty until you fill them in. If you do not want this, change your settings before you add information to your profile.
4. **Your age is private by default.** It is not shown to other users unless you turn on the setting to display it. Your full date of birth is never shown.
5. Anything you put in a free-text field, including your bio and your city or state, is visible to anyone who can see your profile. Do not enter your home address, your exact location, your phone number, your workplace, or anything else you would not want a stranger to read.
6. We may add, change or remove privacy settings during the beta. Section 2.2 explains how we handle changes that would make your information more visible.

6. Friends and Friend Requests

1. You may be able to send and receive friend requests, where your settings and the other user's settings allow it. Accepting a friend request creates a connection visible to both of you, and may make your friends list visible on your profile depending on your settings.
2. You may remove a connection, decline a request, or turn off friend requests entirely at any time in your privacy settings.
3. Only send friend requests to people you know or have a genuine reason to connect with. Repeatedly sending unwanted requests, or using requests to harass someone, breaches Section 11.
4. A connection on the Beta Service is not a verification, endorsement or vouching by us of any user.

7. Leagues and Groups

1. You may create or join leagues and groups with other users. By joining, you agree that your display name, username, profile photo, results and standing within that league are visible to its other members, regardless of your general profile visibility setting.
2. If you create a league or group, you are responsible for its name and description, for having the right to use any image you apply to it, and for not implying that we endorse or are affiliated with it. We may rename, restrict or remove a league or group at our discretion.
3. League organizers are responsible for the conduct of challenges they create. We are not a party to arrangements made between users.

8. Recording Results and Score Confirmation

1. **All results are entered manually.** You are responsible for the accuracy of everything you record.
2. **Head-to-head results require confirmation.** Where a sport or activity is played head to head, one participant submits the final score and the other participant must confirm it before the result is recorded and applied to any leaderboard or ranking. A submitted score that has not been confirmed is provisional and does not count.
3. If a submitted score is disputed, it is not recorded unless and until the participants agree and one of them confirms. If a submitted score is neither confirmed nor disputed, the administrator has the privilege to enter a score or delete the match.

4. Results in individual or non-head-to-head activities are self-reported and are not confirmed by another participant.
5. We do not verify the accuracy of any result. Confirmation by another participant is an agreement between users, not a verification by us.
6. You agree not to falsify, manipulate or misrepresent results; not to confirm a result you know to be inaccurate; not to pressure another user into confirming an inaccurate result; and not to use automated means to submit or confirm results.
7. We may remove results, adjust rankings, reset a leaderboard, or suspend an account where we reasonably believe falsification, collusion or manipulation has occurred. Section 14 describes how to appeal.

9. Rankings and Leaderboards

1. The Beta Service displays leaderboards within leagues and groups, and global rankings across users who have chosen to appear on them.
2. **Appearing on global rankings makes your display name, username, profile photo and results visible to other users beyond your leagues.** You can turn this off in your privacy settings at any time.
3. Rankings, points and standings are provided for recreational and social purposes. They are not official athletic records and must not be relied upon for qualification, selection, recruitment, wagering, or any other consequential purpose.
4. We may recalculate, reset or restructure rankings during the beta as scoring changes.

10. Challenges and In-Person Activity

1. Challenges may involve users agreeing to meet at a physical location and time, or completing an activity independently within a defined window. The Beta Service records what you tell it about a challenge; it does not track where you are.
2. **WE DO NOT ORGANIZE, SUPERVISE, STAFF, INSURE, INSPECT OR CONTROL ANY IN-PERSON CHALLENGE, MEETUP OR ACTIVITY.** We do not screen, background-check, or verify the identity of users. You are solely responsible for evaluating whom you meet and compete with, for your own safety, for compliance with the rules of any venue, and for compliance with applicable law.
3. Document 3 (Disclaimers) contains important additional safety information and is incorporated into these Terms by reference.

11. User Conduct

You agree not to:

- Harass, bully, threaten, intimidate or abuse any other user, including through friend requests, badges, bios or league names;
- Post false, defamatory, obscene, hateful or misleading content, including falsified results;
- Impersonate any person, or misrepresent your age, identity or affiliation;
- Use the Beta Service to stalk, locate or monitor another person without their knowledge and consent;
- Collect or compile information about other users, including from public profiles or global rankings, for any purpose other than your own personal use of the Beta Service;

- Use the Beta Service for wagering, betting, or any activity involving consideration and prizes;
- Upload malware or attempt to compromise the security or integrity of the Beta Service or any account;
- Use the Beta Service for any unlawful purpose.

12. Automated Access

1. You may access the Beta Service only through the interface we provide, and only data you are authorized to access.
2. **Automated collection of data from the Beta Service is prohibited by any means** — including scraping, crawling, spidering, data mining, robots, scripts, headless browsers or browser extensions — whether or not you are logged in, and whether or not the information is publicly visible.
3. You may not reverse engineer the Beta Service, use it or data from it to train a machine learning model, or use it to build a competing product, except to the extent applicable law expressly permits.

13. Personal, Non-Commercial Use

The Beta Service is for your personal, non-commercial use. You may not charge anyone for access to it, resell any part of it, or use it to operate a paid league or other commercial venture. The Beta Service is provided free of charge and we will not charge you for it during the beta.

14. Reporting, Moderation and Enforcement

1. You can report abusive conduct, falsified results, suspected underage accounts, impersonation, offensive usernames or badges, and safety concerns to us at the address in Section 28.
2. We may review, restrict, hide or remove content, and may warn, restrict, suspend or terminate an account, where we reasonably believe this Agreement has been breached or where necessary to protect users. We are not obligated to monitor content and we do not endorse any user content.
3. **Appeals.** If we remove your content, adjust your results, or restrict or terminate your account, we will tell you what action was taken and, where we reasonably can, why. You may appeal by contacting us within 30 days. We will review, respond in writing, and reverse the action where we conclude it was taken in error.
4. We may report conduct to law enforcement where we believe in good faith that doing so is necessary to prevent harm.

15. User Content, Badges and Photos

1. You retain ownership of content you submit, including your profile photo, bio, badges you create, league names and descriptions, recorded results and comments (“User Content”).
2. You grant us a worldwide, non-exclusive, royalty-free, sublicensable license to host, store, reproduce, display, adapt and distribute your User Content solely as necessary to operate, improve and secure the Beta Service. This license ends when you delete the content or your account, subject to Section 17.
3. **We do not take a perpetual license, and we do not use your name, photograph, likeness or activity data in advertising or other commercial contexts.** If we ever wish to, we will ask you separately and you may decline.

4. **Badges and other user-created items** are User Content. You are responsible for what you create. Do not create a badge, league name or other item that is offensive, that harasses another user, that impersonates anyone, or that uses a third party's trademark or copyrighted design without permission.
5. You represent that you own or have the rights to your User Content and that it does not infringe any third party's rights. You are responsible for obtaining consent from any identifiable person appearing in a photograph you upload, and you should not upload a photograph of anyone under 18.

16. Feedback

Giving feedback is the point of a beta. If you send us suggestions, ideas, feature requests, bug reports, survey responses or other feedback ("Feedback"), you grant us a worldwide, perpetual, irrevocable, royalty-free, sublicensable and transferable license to use it for any purpose, including developing and commercializing features, without obligation, attribution or compensation to you. Feedback is not treated as User Content under Section 15 and is not confidential. If you do not want to grant this license, please do not send Feedback.

17. Account and Data Deletion

1. **You may delete your account and request deletion of your personal data at any time**, through account settings or by contacting us at the address in Section 28. You do not need to give a reason.
2. **DELETION IS PERMANENT AND IRREVERSIBLE. ONCE YOUR ACCOUNT AND DATA ARE DELETED THEY CANNOT BE RECOVERED, RESTORED OR REINSTATED, EVEN IF YOU LATER CHANGE YOUR MIND OR CREATE A NEW ACCOUNT.** Your results, points, rankings, statistics, badges, connections and league memberships will be lost.
3. We will complete deletion within 45 days. Where reasonably necessary we may extend this once by a further 45 days, and will tell you if we do.
4. A limited set of information survives deletion, narrowly scoped:
 - Records we must retain by law, or to establish, exercise or defend a legal claim;
 - Records reasonably necessary to detect and prevent fraud, cheating or security incidents, or to enforce a termination;
 - Aggregated or de-identified information that can no longer reasonably be linked to you;
 - Content another user independently saved or screenshotted, which is outside our control;
 - Cached copies held by search engines or other third parties, which we cannot delete but which typically expire as those services refresh.
5. **Confirmed head-to-head results are anonymized rather than erased.** Where a result forms part of another user's record, we remove your identity and personal data and retain the result attributed to a former member, so that the other participant's history remains accurate.

18. Assumption of Risk and Release of Liability

PARTICIPATION IN ANY SPORT, EXERCISE OR PHYSICAL CHALLENGE ORGANIZED, SCHEDULED OR RECORDED THROUGH THE BETA SERVICE IS VOLUNTARY AND UNDERTAKEN ENTIRELY AT YOUR OWN RISK.

By using the Beta Service to create, join, schedule or participate in any challenge, you acknowledge and agree to the Assumption of Risk and Release of Liability in Document 3 (Disclaimers), which is incorporated into these Terms by reference and forms a binding part of this Agreement.

State law limits. The enforceability of a release of liability varies by state, and in some states such a release is unenforceable in whole or in part. Nothing in this Agreement releases us from liability that cannot lawfully be released under the law applicable to your claim, including liability for gross negligence, recklessness or willful misconduct. The savings provision at Section 19.4 applies.

19. Disclaimers of Warranties, Limitation of Liability, End of Beta

19.1 Warranties

THE BETA SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE BETA SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT RESULTS, RANKINGS OR USER CONTENT WILL BE ACCURATE OR PRESERVED.

19.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA OR COMPETITION HISTORY, ARISING OUT OF OR RELATING TO THE BETA SERVICE OR ANY CHALLENGE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.3 Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BETA SERVICE SHALL NOT EXCEED \$50. THE BETA SERVICE IS PROVIDED FREE OF CHARGE.

19.4 Savings Clause

Some states do not allow the exclusion or limitation of implied warranties, the exclusion or limitation of liability for incidental or consequential damages, or the release of claims for personal injury caused by negligence. To the extent any provision of these Terms is held void, unenforceable or inapplicable under the law of the state whose law governs a particular claim, that provision shall be enforced to the greatest extent permitted by applicable law, and the remaining provisions shall continue in full force and effect. If any limitation, exclusion or disclaimer is held unenforceable, our maximum liability shall in no event exceed the minimum amount permitted under applicable law. Nothing in these Terms limits any right or remedy that cannot be limited or waived under applicable law.

19.5 End of the Beta

We may suspend or end the beta, in whole or in part, at any time and for any reason. Where we end the beta entirely we will use reasonable efforts to give advance notice. We are not liable to you for ending the beta or for any loss of data or history resulting from it.

20. Indemnification

You agree to indemnify, defend and hold harmless the Company and its members, managers, officers, employees and affiliates from any claim, demand, loss, damage, liability or expense (including reasonable attorneys' fees) arising out of your use of the Beta Service, your User Content, your breach of this Agreement, your violation of any law or third-party right, or your participation in any challenge or in-person meetup arranged through the Beta Service.

21. Third Parties and Venues

The Beta Service may reference or connect to third-party venues, sign-in providers or other services. We do not control, endorse or take responsibility for them. Your dealings with any third party are solely between you and that third party.

22. Intellectual Property and Infringement Claims

The Beta Service, including its software, design and trademarks, is owned by us and protected by intellectual property law. We grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use it for its intended personal, non-commercial purpose during the beta. All rights not expressly granted are reserved.

We respond to notices of alleged copyright infringement under the Digital Millennium Copyright Act. If you believe material on the Beta Service infringes your copyright, send our designated agent a written notice including your signature, identification of the work and of the allegedly infringing material, your contact details, a statement of good-faith belief that the use is unauthorized, and a statement under penalty of perjury that you are authorized to act for the owner. If your material was removed and you believe that was an error, you may send a counter-notice with equivalent information and your consent to the jurisdiction of the appropriate federal district court. Designated agent: **Intellectual Property Agent, goatgeneleagues@gmail.com.**

23. Governing Law and Disputes

1. This Agreement is governed by the laws of the State of **California**, without regard to its conflict-of-law rules, except that the enforceability of any release or limitation of liability relating to personal injury shall be determined under the law of the state where the injury occurred, to the extent that state's law would not permit application of the chosen law.
2. Subject to subsection 4, any dispute shall be brought exclusively in the state or federal courts located in **Los Angeles County, California**, and you consent to personal jurisdiction and venue there.
3. Before commencing any proceeding, both parties will attempt in good faith to resolve the dispute informally, allowing 30 days for a response.
4. Nothing in this Section prevents either party from bringing a claim in small claims court, or from seeking injunctive relief to protect intellectual property or prevent imminent harm.

24. Time Limitation on Claims

To the extent permitted by applicable law, any claim arising out of or relating to this Agreement or the Beta Service must be filed within one year after the claim arose, or it is permanently barred. Where a state does not permit shortening a limitations period, or does not permit it for a particular type of claim, the applicable statutory period governs instead.

25. Notice for California Users

Under California Civil Code Section 1789.3, California users are entitled to the following notice: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210. The Beta Service is provided free of charge; our contact details are in Section 28.

26. Changes to This Agreement

We may update this Agreement. Because the Beta Service is under active development, changes may be frequent. Where a change is material we will provide notice by email or through the Beta Service before it takes effect. Continued use after the effective date constitutes acceptance. If you do not accept a change, your remedy is to stop using the Beta Service and delete your account.

27. Survival and General

1. Sections 15, 16, 17, 18, 19, 20, 22, 23, 24, 27 and 28 survive termination of your account or of this Agreement.
2. **Entire agreement.** This Agreement, together with the Privacy Policy and Disclaimers, is the entire agreement between you and us regarding the Beta Service.
3. **Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain in full force.
4. **No waiver.** Our failure to enforce a provision is not a waiver of our right to enforce it later.
5. **Assignment.** You may not assign your account or rights under this Agreement. We may assign this Agreement, including in connection with a merger, acquisition or sale of assets.
6. **No partnership.** Nothing here creates a partnership, joint venture, employment or agency relationship.
7. **Electronic communications.** You consent to receive communications from us electronically. Notices sent by email or posted within the Beta Service satisfy any requirement that a communication be in writing.
8. **Force majeure.** We are not liable for any failure or delay caused by events beyond our reasonable control.

28. Contact

GOATGENE LLC d/b/a GOATGENE LEAGUES

General, legal and reports: goatgeneleagues@gmail.com

Privacy and data rights: goatgeneleagues@gmail.com