

CADEX Legacy, LLC — Terms of Service

■ DRAFT — ATTORNEY REVIEW REQUIRED BEFORE USE ■

Company: CADEX Legacy, LLC (Texas multi-member LLC — formation pending)

Owners: Brett Skinner (brett@cadexlegacy.com) and Eric Skinner (eric@cadexlegacy.com)

Contact: cadexlegacy@cadexlegacy.com | cadexlegacy.com

Governing Law: State of Texas

Effective Date: [TO BE SET AT LAUNCH]

Last Updated: [TO BE SET AT LAUNCH]

TERMS OF SERVICE

These Terms of Service ("Terms") govern your access to and use of the CADEX Legacy platform, website, and related services (collectively, the "Platform"), operated by CADEX Legacy, LLC, a Texas limited liability company owned by Brett Skinner and Eric Skinner.

By creating an account or using the Platform, you agree to these Terms in their entirety. If you do not agree, do not use the Platform.

1. ELIGIBILITY AND ACCOUNTS

1.1 Who May Use the Platform

- **Parents and legal guardians:** You must be at least 18 years of age and a legal resident or entity authorized to contract under Texas law to create an account. Accounts are created by adults acting on behalf of minor athletes.
- **Coaches:** Coaches must complete the CADEX Legacy application and onboarding process and receive explicit written approval from CADEX Legacy before offering services through the Platform. Coaches are independent contractors (see Section 5).
- **Minors:** Minor athletes may not independently create accounts. All bookings and platform interactions must be conducted by a parent or legal guardian acting on the minor's behalf.

1.2 Account Responsibilities

You are responsible for:

- Maintaining the confidentiality of your login credentials
- All activity that occurs under your account, whether or not authorized by you
- Providing accurate, current, and complete information at account creation and keeping it updated
- Promptly notifying CADEX Legacy of any unauthorized use of your account at cadexlegacy@cadexlegacy.com

You may not share your account credentials with any other person or create an account on behalf of someone else without express authorization.

1.3 Account Suspension and Termination

CADEX Legacy reserves the right to suspend or terminate any account at any time, with or without notice, for violation of these Terms, conduct harmful to the community, fraudulent activity, non-payment, or any other reason at CADEX Legacy's sole discretion. Upon termination, your right to access the Platform immediately ceases.

2. BOOKINGS AND SCHEDULING

2.1 Booking Process

Parents and guardians book training sessions through the Platform by selecting a coach, session type (Solo, Semi-Private, or Group), date, time, and location. A booking is not confirmed until payment is successfully processed through Stripe Checkout or an applicable session credit is applied. Confirmation is sent by email.

2.2 Session Types and Pricing

CADEX Legacy offers the following session types. Prices are set exclusively by CADEX Legacy and are subject to change with reasonable notice:

- **1-on-1 (Solo):** Individual session with one athlete and one coach. Current price: **\$120 per session** [CONFIRM BEFORE LAUNCH].
- **Semi-Private:** Session with 2–3 athletes and one coach. Current price: **\$70 per session** [CONFIRM BEFORE LAUNCH].
- **Group:** Session with 4–6 athletes and one coach. Current price: **\$50 per session** [CONFIRM BEFORE LAUNCH].

2.3 Session Packages (Bundles)

CADEX Legacy offers discounted multi-session bundles ("Packages"). Packages:

- Are non-refundable except as specified in Section 3
- Expire one (1) year from the date of purchase
- Are non-transferable and may only be applied to bookings within the purchasing guardian's household
- Are automatically applied at checkout when an active package exists for the selected session type
- Do not roll over or extend upon expiration

2.4 Booking Window

Sessions may be booked no more than [7 days] in advance. CADEX Legacy may adjust this window at its discretion.

2.5 Coach Availability

CADEX Legacy does not guarantee the availability of any specific coach. Coaches set their own availability through the Platform. CADEX Legacy is not responsible for a coach cancelling or becoming unavailable after a booking is confirmed.

2.6 Pre-Session Information

Guardians may be asked to provide pre-workout goals and athlete preferences prior to a session. This information is shared with the assigned coach to facilitate session preparation and is not a binding commitment.

3. CANCELLATIONS AND REFUNDS

3.1 Guardian-Initiated Cancellations

- Cancellations made **48 or more hours** before the scheduled session time: full refund to the original payment method [ATTORNEY: CONFIRM THRESHOLD].
- Cancellations made **24–48 hours** before the scheduled session time: 50% refund [ATTORNEY: CONFIRM OR ADJUST].
- Cancellations made **fewer than 24 hours** before the scheduled session time: no refund.
- Refunds are processed through Stripe and may take 5–10 business days to appear on your statement.
- If a session was booked using a package credit, a cancelled session within the no-refund window forfeits that session credit.

3.2 CADEX Legacy or Coach-Initiated Cancellations

If a session is cancelled by a coach or by CADEX Legacy for any reason:

- Guardian receives a full refund regardless of timing, OR credit returned to their package if applicable.
- CADEX Legacy will notify the guardian as soon as practicable.

3.3 No-Shows

If an athlete does not appear for a scheduled session without prior cancellation, the session is treated as a last-minute cancellation and no refund will be issued. Package credits are forfeited.

3.4 Package and Subscription Refunds

Session packages and subscription plans are governed by the Refund & Cancellation Policy, which is incorporated herein by reference.

[This policy is also addressed in the separate Refund & Cancellation Policy document.]

4. PAYMENTS AND PLATFORM FEES

4.1 Payment Processor

All payments are processed by **Stripe, Inc.** By making a payment, you agree to Stripe's Terms of Service (stripe.com/legal). CADEX Legacy does not store full payment card numbers.

4.2 Platform Commission

CADEX Legacy retains a platform fee from each session booking. The remainder is remitted to the assigned coach via Stripe Connect. The commission amount is not separately disclosed to clients and is incorporated into the session price.

4.3 Coach Payouts

Coaches receive payment via Stripe Connect after session completion and CADEX Legacy approval. Payout timing is subject to CADEX Legacy's administrative process and Stripe's transfer schedule.

4.4 Taxes

You are responsible for any applicable taxes on your purchases. CADEX Legacy may collect applicable Texas sales tax or other taxes as required by law.

5. COACHES — INDEPENDENT CONTRACTOR STATUS

5.1 Independent Contractors

All coaches on the CADEX Legacy Platform are independent contractors, not employees of CADEX Legacy. CADEX Legacy does not control the day-to-day methods of service delivery beyond the quality standards set forth in the Coach Independent Contractor Agreement. CADEX Legacy is not responsible for the independent acts or omissions of any coach.

5.2 Vetting

All coaches have completed an application and background authorization process administered by CADEX Legacy. However, CADEX Legacy does not guarantee the performance, qualifications, certifications, or conduct of any individual coach.

5.3 Reporting Misconduct

If you experience conduct by a coach that is unsafe, unprofessional, or inappropriate, contact CADEX Legacy immediately at cadexlegacy@cadexlegacy.com. CADEX Legacy will investigate and take appropriate action, up to and including removal of the coach from the Platform.

6. MEMBERSHIPS AND SUBSCRIPTIONS

6.1 Subscription Tiers

CADEX Legacy offers optional monthly membership subscriptions that unlock additional platform features:

- **Base (Starter):** \$25/month — Video library access
- **Plus (Pro):** \$55/month — Video library + weekly Zoom coaching sessions
- **Max (Elite):** \$140/month [ATTORNEY: CONFIRM — project records reflect \$125/\$140; reconcile before launch] — Video library + weekly Zoom + 30 min/month personal film review

6.2 Auto-Renewal

Subscriptions automatically renew at the end of each billing period unless cancelled. By subscribing, you authorize CADEX Legacy to charge your payment method on a recurring monthly basis.

6.3 Cancellation

You may cancel your subscription at any time through your account settings or by contacting cadexlegacy@cadexlegacy.com. Cancellation takes effect at the end of the current billing period. No partial refunds are issued for unused subscription time.

6.4 Content Access

Access to subscription features (video library, Zoom sessions, film review) requires an active subscription. Access terminates immediately upon subscription cancellation or non-payment. CADEX Legacy reserves the right to modify subscription features with reasonable notice.

7. ZOOM SESSIONS AND RECORDINGS

7.1 Zoom Film Review Sessions

CADEX Legacy conducts weekly group Zoom sessions and personal film review sessions for eligible subscribers. These sessions are conducted via Zoom Video Communications, Inc. By participating, you agree to Zoom's Terms of Service.

7.2 Recording

Zoom sessions conducted by CADEX Legacy are recorded. Recordings are used for coaching feedback, platform content, and internal quality review. By booking or subscribing, you consent to your athlete's participation in recorded Zoom sessions. For more detail, see the Privacy Policy and the Parent Intake Packet (Media Release section).

7.3 Recording Distribution

Recordings may be made available to eligible subscribers through the Platform's film review tab. CADEX Legacy retains the five (5) most recent session recordings; older recordings are removed automatically. Recordings are not shared with third parties except as described in the Privacy Policy.

8. USER CONDUCT

You agree not to:

- Use the Platform for any unlawful purpose or in violation of these Terms
 - Provide false, inaccurate, or misleading information
 - Attempt to circumvent or exploit the Platform's systems, security, or payment infrastructure
 - Contact coaches or athletes directly to arrange off-Platform sessions, in violation of the non-solicitation provisions in the Coach Agreement
 - Upload or transmit content that is unlawful, harmful, defamatory, harassing, sexually explicit, or inappropriate for a youth sports context
 - Infringe the intellectual property rights of CADEX Legacy or any third party
-

9. ASSUMPTION OF RISK

Participation in youth athletic training activities involves inherent physical risks. By using the Platform to book training sessions, you acknowledge these risks and represent that you have read, signed, and agreed to CADEX Legacy's **Training Liability Waiver and Release** (included in the Parent Intake Packet), which is incorporated into these Terms by reference.

10. INTELLECTUAL PROPERTY

All content on the CADEX Legacy Platform — including text, graphics, logos, the Playbook training curriculum, video content, and software — is the exclusive property of CADEX Legacy, LLC and is protected by applicable intellectual property laws. You may not copy, reproduce, modify, distribute, or create derivative works from any Platform content without prior written consent from CADEX Legacy.

11. DISCLAIMERS

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." CADEX LEGACY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CADEX LEGACY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, CADEX LEGACY, LLC, ITS OWNERS, EMPLOYEES, COACHES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR PARTICIPATION IN TRAINING ACTIVITIES.

CADEX LEGACY'S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING UNDER THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT YOU PAID TO CADEX LEGACY IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless CADEX Legacy, LLC and its owners, officers, coaches, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any rights of any third party; or (d) any act or omission by you or your athlete during training activities.

14. DISPUTE RESOLUTION

14.1 Informal Resolution

Before initiating any legal action, you agree to contact CADEX Legacy at cadexlegacy@cadexlegacy.com and attempt informal resolution. CADEX Legacy will respond within 30 days.

14.2 Binding Arbitration

■ *ATTORNEY: Recommend adding a binding arbitration clause and class action waiver. Suggested language below — review and finalize:*

Any dispute not resolved informally shall be submitted to binding arbitration administered by [JAMS / AAA — ATTORNEY SELECT] in Travis County, Texas, under its then-current rules for consumer disputes. The arbitrator's award shall be final and binding. Each party shall bear its own costs unless the arbitrator determines otherwise.

14.3 Class Action Waiver

■ **ATTORNEY:** *Confirm inclusion. YOU AND CADEX LEGACY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.*

14.4 Governing Law and Venue

These Terms are governed by the laws of the State of Texas, without regard to conflict of law provisions. For any dispute not subject to arbitration, exclusive venue is in the state or federal courts of Travis County, Texas.

15. CHANGES TO THESE TERMS

CADEX Legacy may update these Terms at any time. Material changes will be communicated by email or prominent Platform notice at least [14 days] before taking effect. Continued use of the Platform after the effective date constitutes acceptance.

16. CONTACT

CADEX Legacy, LLC

Brett Skinner & Eric Skinner

Austin, Texas

cadexlegacy@cadexlegacy.com | cadexlegacy.com

Document version 1.0 — DRAFT for attorney review
Brackets [] indicate items requiring attorney finalization
This document is not legal advice and has not been reviewed by an attorney.