

AMERICAN SOCIETY OF PERSONAL TRAINERS (ASPT)
INFORMATION LICENSING AND TERMS OF USE AGREEMENT

This agreement is a binding legal contract between You and the American Society of Personal Trainers (ASPT) to which You have agreed by clicking on the “Accept” button.

You are not permitted to use the ASPT Search Trainers’s Status until You have carefully read this entire agreement.

This agreement sets forth the terms and conditions, to which You are subject, when You access the ASPT Search Trainer's Status. These terms and conditions will change from time to time. Each time You access the ASPT Search Trainer’s Status, You are agreeing to the terms and conditions in effect at the time of such access.

I. Definitions

The following terms will have the meanings as set forth below:

“ASPT” is the American Society of Personal Trainers.

“ASPT Search Trainer’s Status” is the service provided at the ASPT website www.americansocietyofpersonaltrainers.org where a person may obtain information about the status of a trainer . Such status includes information as to whether or not a trainer is a member of the American Society of Personal Trainers.

“You” is the person who accepted this agreement by clicking on the “Accept” button, any sole proprietorship, partnership, corporation, association, limited liability company, entity or organization for which, and/or on behalf of which, such person is acting in his/her use of the ASPT Search Trainer’s Status, including, but not limited to, any employer of such person.

“Your” is the possessive of You.

“ASPT Information” is all information provided to You when You utilize the ASPT Search Trainer’s Status pertaining to whether or not a trainer is a member of the American Society of Personal Trainers.

“ASPT Data Compilation” is the copyrighted compilation owned by ASPT which contains the ASPT Information and which compilation is proprietary to the ASPT.

“Record” is any record of some or all of ASPT Information in print, electronic format or any medium of any kind or nature whatsoever.

“Intellectual Property Rights” is any proprietary rights available under the laws of the United States of America, of any state, district or territory of the United States of America, or of any foreign country, including, but not limited to, any and all trademark rights, patent rights, copyrights, trade secret rights, trade dress rights, unfair competition rights, and/or contractual rights pertaining to the protection of

proprietary data compilations.

II. Amendments

When the ASPT amends or changes any of the terms or conditions hereof, it will post the amended or changed agreement on the ASPT website. Your continued use of the ASPT Search Trainer's Status will constitute Your agreement to any amended and/or changed agreement posted on the ASPT website at the time of such use.

III. ASPT Search Trainer's Status

ASPT Search Trainer's Status is a free online method to obtain information about whether or not a trainer is a member of the American Society of Personal Trainers.

The information provided in the ASPT Search Trainer's Status is compiled and published by the American Society of Personal Trainers. All of the information provided in the ASPT Search Trainer's Status is provided as a public service reference and for no other purpose.

IV. License

For and in consideration of ASPT giving You access to the ASPT Information in the ASPT Search Trainer's Status as part of its fulfillment of its public service mission and which access is given in the public interest, You are hereby given a limited, non-exclusive license to access ASPT Information solely for the following purposes: (a) for Your personal use to obtain information about a trainer or trainers from whom You intend to obtain services; (b) if You are a person involved in credentialing, to expedite immediate access to information about a trainer You are evaluating, provided that You have been authorized by such trainer to obtain such information; or (c) if You are a trainer, for You or Your staff to see the information about You or a colleague to whom You intend to refer a client, or for any other purpose of a professional nature. These uses are the only permitted uses of the ASPT Search trainer's Status. Except for the above-stated purposes, the ASPT Information may not be used for any other purpose or use, including, but not limited to, any business or commercial use, or any use in any publication or directory. Regardless of the circumstances, You may not use any ASPT Information for any long term or permanent credentialing. You may not license, sublicense, sell, resell, swap, redistribute or make available in any way, shape or form any Record or ASPT Information to, for, or on behalf of, any third party. You also understand and agree that You may be banned from access to ASPT Information if the ASPT determines that You or any person, corporation, partnership, business, organization, association or entity, with whom/which You are employed or affiliated, violates any of the terms of this agreement or of any changes or amendments to this agreement or any of the prohibitions or limitations on the use of ASPT Information, the ASPT Data Compilation, or Records which are set forth herein this agreement or any changes or amendments to this agreement.

None of the ASPT Search trainer's Status, the ASPT Information, the ASPT Data Compilation or any related data listing or element may be downloaded, duplicated, resold or republished, in whole or in part, for any purpose other than those purposes specifically permitted herein this agreement. The ASPT

will enforce any and all Intellectual Property Rights and any and all rights hereunder this agreement and the ASPT will use all legal means available to do so.

V. Intellectual Property Rights

You understand and agree that ASPT owns all Intellectual Property Rights to any Record, the ASPT Information contained in such Record, the ASPT Information and the ASPT Data Compilation. ASPT's claims to all such Intellectual Property Rights will not be contested by You at any time. You agree not be involved in any way that helps any other party contest ASPT's claims to all such Intellectual Property Rights. You also agree not to act in any way, either directly or indirectly by assisting others, that would impair in any way the ASPT's Intellectual Property Rights. You further agree not to commit any omission, either directly or indirectly by assisting others, that would impair in any way the ASPT's Intellectual Property Rights.

VI. Display of Records

If You display or present any ASPT Information in any record, document, report, written presentation, or any other medium, then You will make sure that the ASPT is identified as the source of such ASPT Information, and You will include a statement that such ASPT Information is copyrighted by the ASPT and is a proprietary asset of the ASPT.

VII. Limitation of Liability

The ASPT will not be liable to You or any other person or entity for any action taken or any decision made by You or any other person or entity in reliance on any information You or any other person or entity obtains from the ASPT Search Trainer's Status, ASPT Information, ASPT Data Compilation or any other part of this website. The ASPT will not be liable for any damages of any type arising in any way from Your use of the ASPT Search trainer's Status, ASPT Information or ASPT Data Compilation, including, but not limited to, indirect, special, consequential or incidental damages, regardless as to whether or not such damages are in tort, contract, strict liability or otherwise, and regardless as to whether or not the ASPT has received notice of the possibility of any such damages.

VIII. Disclaimer

No warranty, either express or implied, is made by the ASPT in regard to the ASPT Search Trainer's Status, ASPT Information, the ASPT Data Compilation or any of the content therein. Furthermore, any warranty is expressly disclaimed, including, but not limited to, any warranty of merchantability or fitness of the ASPT Search Trainer's Status, ASPT Information or the ASPT Data Compilation as for a particular purpose or as to their accuracy or adequacy. You understand and agree that the ASPT Search Trainer's Status, the ASPT Information and the ASPT Data Compilation are made available to You solely on an "as is" basis.

It is Your responsibility to determine if the information You obtain about a trainer through Your use of the ASPT Search Trainer's Status, ASPT Information and/or the ASPT Data Compilation is the information

about the trainer for whom You are searching. For example, You may inadvertently obtain information about a trainer, who has a name similar to the name of the trainer for whom You are searching, but who is not such trainer. In such case, the information You obtain would not be applicable to the trainer for whom You are searching.

The ASPT makes an effort to update the records of trainers in the ASPT Search Trainer's Status at least once every six months. Due to the possibility of clerical errors and the fact that changes in any trainer's status with the American Society of Personal Trainers may have changed since the last update, the completeness and accuracy of any trainer's status cannot be guaranteed.

If You need an accurate and up-to-date verification of a trainer designee's status, then You will need to obtain a hard-copy verification in paper format of such status. Only hard-copy verifications are guaranteed as being complete and accurate. To obtain a hard-copy verification of a trainer designee's status, contact the American Society of Personal Trainers by email. There is also a fee to obtain such hard-copy verification.

IX. Injunction

You understand and agree that irreparable injury to the ASPT, for which money damages would not be a satisfactory remedy, will result, should You fail to comply with all the terms and conditions of this agreement, or should there be the occurrence of a violation of any of the restrictions imposed by this agreement which restrict Your use of the ASPT Search Trainer's Status, ASPT Information and/or ASPT Data Compilation. You agree that, in such event, the ASPT will be entitled to obtain an injunction which may be either temporary, preliminary or permanent, enjoining You or any person, organization or entity acting for, or on the behalf of, You from further failure to comply with all the terms and conditions of this agreement and from further violations of any of the restrictions imposed by this agreement which restrict Your use of the ASPT Search Trainer's Status, ASPT Information and/or ASPT Data Compilation. You agree to waive any requirement that a bond be posted by the ASPT in the event the ASPT seeks an injunction against You or any such person, organization or entity acting for, or on the behalf of, You. All of the expenses incurred by the ASPT in obtaining any such injunction, including the reasonable attorneys fees of the ASPT, will be paid by You.

X. Release and Indemnification

You agree to release, hold harmless, defend and indemnify the ASPT and any related persons, directors, officers, agents, employees, organizations or entities from and/or against any and all liability of any type, judgments, damages, penalties, settlements, costs and expenses, including attorneys' fees, paid or incurred, pertaining to any claim by You or any third party for relief at law or equity, which claim may arise out of Your use of the ASPT Search Trainer's Status, ASPT Information and/or ASPT Data Compilation.

XI. Other Terms and Conditions

Sections I and V through XI will survive the termination of this agreement.

This agreement is not to be construed so as to constitute or appoint any party as the representative or agent of the other party. This agreement is not to be construed so as to grant to any party any authority or right to create or assume any responsibility or obligation, either implied or express, for, in the name of, or on behalf of, the other party.

If a provision of this agreement is determined to be either unenforceable or invalid, then all remaining provisions of this agreement will continue to be in full force and effect and such unenforceable or invalid provision will be enforced to the greatest extent that is permitted.

This agreement sets forth the entire agreement between the ASPT and You. In the event any provision of this agreement is waived, either by conduct or otherwise, such waiver will not be considered or deemed to be a waiver of such provision at any other time or a waiver of any other provision at any time.

This agreement will be governed under the laws of the State of Georgia. Any action initiated to enforce or interpret this agreement will be filed in the Georgia state courts located in Cherokee County, Georgia or the United States federal courts located in Fulton County, Georgia. You agree to waive any objection to jurisdiction, personal or otherwise, or to venue of any of these courts. You agree that, in addition to any and all relief granted to ASPT by a court, the ASPT is entitled to receive its attorney's fees and costs incurred in any action initiated to enforce or interpret this agreement.

Most Recent Update: July 10, 2023