

PHIT AMERICA

TERMS OF SERVICE

Effective Date: September 19, 2026

Welcome to PHIT America. These Terms of Service (“Terms”) govern your access to and use of the PHIT America website, www.phitamERICA.org, and the programs, resources, information, educational materials, applications, forms, communications, and other services made available through the website (collectively, the “Services”).

PHIT America Foundation, Inc., doing business as PHIT America (“PHIT America,” “we,” “us,” or “our”), is a nonprofit organization dedicated to improving the physical and mental health and wellness of children and communities through physical activity, physical education, sports, fitness, and related educational programs.

By accessing or using this website, you agree to these Terms. If you do not agree with these Terms, please do not use the website.

1. Use of the Website

The PHIT America website provides information about PHIT America, its mission, programs, campaigns, educational resources, events, partnerships, and opportunities to support or participate in PHIT America initiatives.

You agree to use the website only for lawful purposes and in accordance with these Terms.

You may not use the website:

- for any unlawful or fraudulent purpose;
- to interfere with the operation or security of the website;
- to attempt to gain unauthorized access to systems, accounts, or information;
- to introduce viruses, malware, or other harmful code;
- to scrape, harvest, or collect information through automated means without permission;
- to impersonate another person or organization;
- to misuse PHIT America programs, resources, trademarks, or materials; or
- in any manner that could damage PHIT America, its users, partners, schools, participants, or reputation.

2. Educational and Informational Content

Information provided through the PHIT America website is intended for general educational and informational purposes.

PHIT America provides information relating to physical education, physical activity, sports, fitness, wellness, healthy habits, youth development, and related subjects.

Such information is not intended to constitute medical, healthcare, nutritional, legal, or other professional advice.

Participation in physical activity and sports involves inherent risks. Parents, guardians, teachers, coaches, schools, and other supervising adults are responsible for determining whether an activity is appropriate for a particular participant and for providing appropriate supervision.

3. Children and Youth Programs

Many PHIT America programs and resources are designed to support children and youth.

Children should not independently submit personal information through the website unless the applicable program expressly permits it and the appropriate parent, guardian, school, or other authorized adult has provided any consent required by law.

Parents and guardians are encouraged to supervise children's use of online resources and to contact PHIT America with questions regarding a child's participation or personal information.

Additional information is provided in our Children's Privacy Notice and Privacy Policy.

4. Intellectual Property

The PHIT America website and its contents—including text, photographs, videos, graphics, illustrations, logos, trademarks, service marks, educational materials, curricula, lesson plans, program materials, designs, and other content—are owned by PHIT America or used with permission or under license.

Except as expressly authorized by PHIT America, you may not:

- reproduce substantial portions of the website or its content;
- modify or create derivative works from PHIT America materials;
- sell, license, sublicense, or commercially exploit PHIT America materials;
- redistribute PHIT America educational or program materials;
- remove copyright, trademark, or proprietary notices;
- use PHIT America logos or trademarks without permission; or
- systematically download or reproduce website content.

PHIT America may make certain resources available for educational or nonprofit use. Any such permitted use remains subject to the terms provided with the particular resource.

5. PHIT America Trademarks

“PHIT America,” “PHIT Kids,” “PHIT Kids Academy,” and other names, logos, program names, slogans, and marks associated with PHIT America may constitute trademarks or service marks of PHIT America or its partners.

No license or right to use PHIT America trademarks is granted through these Terms except where expressly authorized in writing.

6. User Submissions

Certain portions of the website may permit users to submit information, comments, testimonials, photographs, applications, stories, feedback, or other materials.

You are responsible for ensuring that you have the legal right to submit such materials.

You should not submit personal information about a child or another individual unless you have the appropriate authority or permission to do so.

By submitting content to PHIT America, you grant PHIT America a non-exclusive, worldwide, royalty-free license to use, reproduce, display, publish, modify, and distribute the submitted content for legitimate organizational, educational, programmatic, fundraising, promotional, research, or operational purposes, subject to applicable law and our Privacy Policy.

Where a separate consent or media release applies, that agreement will govern.

7. Photographs, Videos, and Testimonials

PHIT America may publish photographs, videos, testimonials, stories, or other materials relating to its programs and participants where appropriate permission or authorization has been obtained.

For minors, PHIT America will follow applicable consent requirements.

If you believe that a photograph, video, testimonial, or other material involving you or your child has been published improperly, please contact PHIT America.

8. Third-Party Websites and Services

The website may contain links to third-party websites, applications, social media platforms, payment services, video platforms, or other resources.

PHIT America does not control and is not responsible for third-party websites or services, including their content, availability, security, privacy practices, or terms.

Your use of a third-party service is subject to that provider's applicable terms and policies.

9. Donations and Contributions

PHIT America may provide opportunities to make donations or other contributions to support its nonprofit mission.

Donation transactions may be processed through third-party payment providers. Additional terms or policies of the payment provider may apply.

If you believe a donation was made in error, please contact PHIT America promptly.

10. Website Availability

PHIT America makes reasonable efforts to maintain the website but does not guarantee that the website will always be available, uninterrupted, secure, or error-free.

PHIT America may modify, suspend, discontinue, or replace portions of the website or its content at any time.

11. Disclaimer of Warranties

To the fullest extent permitted by law, the website and its content are provided on an “AS IS” and “AS AVAILABLE” basis.

PHIT America makes no warranties, express or implied, regarding the website or its content, including warranties of accuracy, completeness, availability, merchantability, fitness for a particular purpose, or non-infringement.

PHIT America does not guarantee any particular educational, athletic, physical, mental, health, or wellness outcome from participation in its programs or use of its resources.

12. Limitation of Liability

To the fullest extent permitted by applicable law, PHIT America and its directors, officers, employees, agents, volunteers, affiliates, and service providers will not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages arising from or related to your use of the website.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited.

13. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless PHIT America and its directors, officers, employees, agents, volunteers, affiliates, and service providers from claims, liabilities, damages, losses, costs, and expenses arising from your violation of these Terms, misuse of the website, violation of applicable law, or infringement of another person's rights.

14. Privacy

Your use of the website is also subject to the PHIT America Privacy Policy and, where applicable, the Children's Privacy Notice.

These policies explain how PHIT America collects, uses, protects, and handles personal information.

15. Copyright Concerns

If you believe that material appearing on the PHIT America website infringes your copyright, please contact PHIT America with sufficient information to identify the material and the basis for your concern.

16. Governing Law

These Terms will be governed by the laws of the District of Columbia, without regard to conflict-of-law principles, except where applicable law requires otherwise.

Any dispute arising from these Terms or use of the website will be subject to the jurisdiction of applicable courts located in or serving the District of Columbia, unless applicable law requires otherwise.

17. Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

18. Changes to These Terms

PHIT America may update these Terms from time to time.

The updated Terms will be posted on the website with a revised Effective Date. Your continued use of the website after the revised Terms become effective constitutes acceptance of the updated Terms to the extent permitted by law.

19. Contact PHIT America

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