

Terms of Service

Last updated: May 18, 2025

Welcome to PGBV Apps (the “Service”), operated by the Pleasant Grove Biking Vikings, a youth mountain bike sports team headquartered in Utah. These Terms of Service (“Terms”) govern your use of our web application and related services, including integration with Strava and generation of insights based on athlete data.

1. Acceptance of Terms

By accessing or using the Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, you may not use the Service.

2. Eligibility; Parental Consent

1. **Age Requirement.** The Service is intended for users aged 13 and older. Parental or guardian consent is required for users under 18.
2. **COPPA and Parental Consent.** For athletes under 13, the Service requires verifiable parental or guardian consent. Parents/guardians must create and manage the account on behalf of the child.

3. Account Registration

1. You (or a parent/guardian for minors) must provide accurate, complete, and up-to-date information to register an account.
2. You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account.

4. Data Collection and Use

1. **Data Sources.** We integrate with Strava to import ride, performance, and profile data, and we also collect attendance data from team practices and events.
2. **Types of Data.** We may collect:
 - Personal Identifiable Information (PII): first and last name, contact email, phone number, and home address (future).
 - Biographical Details: gender, student grade level, parent–child relationships.
 - Performance Data: ride metrics, GPS tracks, heart rate, power output, etc.
3. **Purpose.** Data is used to analyze performance, track practice attendance, and generate insights to improve mountain biking skills. Your data may also be reviewed by artificial intelligence (AI) tools to help generate coaching plans and performance insights.

4. **Storage & Security.** All data is stored on servers located in Utah, protected by industry-standard access controls and encrypted in transit.

5. User Responsibilities

1. You must maintain the accuracy of the data you or your parent/guardian provide.
2. You grant us a non-exclusive, worldwide, royalty-free license to store, process, and analyze your Strava data for the purposes of this Service.
3. You agree not to share your account credentials or attempt to access unauthorized areas of the Service.

6. Intellectual Property

1. **Our Content.** All Service content (software, visuals, text, insights) is owned or licensed by us and is protected by copyright, trademark, and other laws.
2. **User Content.** You retain ownership of the data you upload, but you grant us a license to use it as described in Section 4.

7. Third-Party Integrations

1. **Strava.** Use of Strava integration is subject to Strava's API Terms of Use and Privacy Policy.
2. **Other Services.** We may integrate additional third-party services; their terms will apply.

8. Privacy and COPPA Compliance

1. Our Privacy Policy explains how we collect, use, and share your information.
2. We comply with the Children's Online Privacy Protection Act (COPPA) for users under 13, requiring parent/guardian consent before data collection.

9. Disclaimers and Limitations of Liability

1. **"As-Is" Disclaimer.** The Service is provided "as is" without warranties of any kind.
2. **Limitation of Liability.** To the maximum extent permitted by law, we are not liable for indirect, incidental, or consequential damages arising from your use of the Service.

10. Indemnification

You (or your parent/guardian) agree to indemnify and hold us harmless from any claims, losses, or damages arising from your violation of these Terms or misuse of the Service.

11. Modifications to the Terms

We may update these Terms at any time. We will notify you of significant changes via email or in-App notification. Continued use after notice constitutes acceptance of the updated Terms.

12. Governing Law; Dispute Resolution

These Terms are governed by the laws of the State of Utah, without regard to conflict-of-law principles. Any dispute shall be resolved in the state or federal courts located in Salt Lake County, Utah.

13. Contact Us

If you have questions or concerns about these Terms, please contact us at:

Pleasant Grove Biking Vikings
% CL Corporate Services
470 West 220 South, Ste. 103
Pleasant Grove, UT 84062
Email: coach@pgbikingvikings.com

By using the Service, you acknowledge that you have read, understood, and agree to these Terms of Service.

Privacy Policy

Last updated: May 18, 2025

Pleasant Grove Biking Vikings ("we," "us," or "our") operates PGBV Apps (the "Service"), a web application that integrates with Strava and tracks youth mountain biking data. This Privacy Policy describes how we collect, use, disclose, and protect information from users.

1. Information We Collect

1.1 Personal Information

- **Account Information.** Name, email address, phone number, and home address (future).
- **Parental/Guardian Information.** When applicable, parent/guardian name, email, and phone number.

1.2 Profile & Demographic Data

- Date of birth, age, gender, student grade level, and parent–child relationship.

1.3 Performance & Activity Data

- **Strava Integration.** Ride metrics (distance, time, speed), GPS routes, heart rate, power output, and related performance measurements imported via Strava API.
- **Attendance Data.** Practice and event attendance logs.

1.4 Usage Data

- IP address, device type, browser type, pages visited, and log files.

2. How We Use Your Information

- **Provide & Maintain the Service.** To create and manage user accounts, authenticate access, and deliver features.
- **Performance Analysis & Insights.** Analyze ride and attendance data to generate personalized performance insights and recommendations. Your data may also be reviewed by artificial intelligence (AI) tools to help generate coaching plans and performance insights.
- **Communication.** Send account notifications, service updates, newsletters, and parental alerts.
- **Compliance & Safety.** Enforce our Terms of Service, detect and prevent fraud or abuse, and comply with legal requirements.

3. US Privacy Considerations

- **COPPA Compliance.** We adhere to the Children's Online Privacy Protection Act (COPPA) for users under 13.
- **State Privacy Laws.** We comply with applicable U.S. federal and state privacy laws, including the Utah Consumer Privacy Act (UCPA).
- **No Sale of Personal Data.** We do not sell Personal Data as defined under U.S. privacy statutes.

4. Data Sharing and Disclosure Data Sharing and Disclosure

- **Third-Party Services.** Strava for performance data import (subject to Strava's API Terms and Privacy Policy).
- **Service Providers.** Authorized vendors providing hosting, analytics, and support services under confidentiality agreements.
- **Legal Requirements.** To comply with applicable laws, court orders, or governmental requests.

5. Data Security

We store all data on servers located in Utah, protected by industry-standard access controls and encrypted in transit. Only authorized personnel may access your data.

6. Data Retention

We retain Personal Data only as long as necessary to provide the Service, comply with legal obligations, resolve disputes, and enforce our agreements. Attendance logs and performance data are retained for up to 5 years unless you request deletion sooner.

7. Children's Privacy

- **COPPA Compliance.** Users under 13 must have verifiable parental consent. We do not knowingly collect personal information from children under 13 without consent.

8. User Rights

Depending on your jurisdiction, you may have the right to:

- Access, correct, or delete your Personal Data.
 - Restrict or object to processing.
 - Request data portability.
 - Withdraw consent at any time.
- To exercise these rights, contact us at coach@pgbikingvikings.com.

9. Third-Party Links

Our Service may contain links to third-party websites or services. We are not responsible for their privacy practices; please review their policies.

10. Changes to This Privacy Policy

We may update this Policy periodically. We will notify you of significant changes via email or in-app notification and update the "Last updated" date.

11. Contact Information

If you have any questions or concerns about this Privacy Policy, please contact us:

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