Terms and Conditions

Agreement between User and www.pelhambaysoccerclub.com

Welcome to www.pelhambaysoccerclub.com. The www.pelhambaysoccerclub.com website (the "Site") is comprised of various web pages operated by Pelham Bay Soccer Club LLC dba Pelham Bay Soccer Club. www.pelhambaysoccerclub.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.pelhambaysoccerclub.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.pelhambaysoccerclub.com is a website for a youth soccer club.

Privacy

Your use of www.pelhambaysoccerclub.com is subject to Pelham Bay Soccer Club's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.pelhambaysoccerclub.com or sending emails to Pelham Bay Soccer Club constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Pelham Bay Soccer Club collects personally identifiable information from children under the age of thirteen. Pelham Bay Soccer Club collects this information for the following reason(s):

for enrollment, waivers and registration purposes.

We provide information about our personal data practices for children on our home page and wherever we knowingly collect personal data from children on our Web site. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Agreement. If you are under 18, you may use www.pelhambaysoccerclub.com only with permission of a parent or guardian.

Cancellation/Refund Policy

You may cancel your enrollment at anytime. Any cancellations made after the first day of training will not qualify for a refund. A credit for the next season may or may not be issued based on the discretion of the club. Please contact us at info@pelhambaysoccerclub.com with any questions.

Sale of Products

You may purchase Pelham Bay Soccer Club related products through the website shop operated by Pelham Bay Soccer Club. Products are subject to availability and products and related information are subject to change without notice. Graphics and designs are for illustrative purposes only and may not accurately reflect actual product. Colors, styles and other variants depicted are for illustration only and are subject to change. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions. Products must be paid for at the time of purchase and will be shipped to the address you provided at the time of purchase. We reserve the right to cancel an order placed by you at any time and for any lawful reason prior to our delivery of the product(s) and receipt of payment in full from you, provided that you will receive a refund for any fees that you prepaid for those products if we cancel. Purchases of Pelham Bay Soccer Club related products through the shop website are subject to the Privacy Policy and Refund Policy.

Prohibited Conduct

By using the Services, you agree not to:

- use the Services for any illegal purpose or in violation of any local, state, national, or international law;
- use the Services in connection with research, development, or offering any service that competes with the Services;
- obtain, attempt to obtain, or redistribute any Materials (defined below) or information available
 through the Services through any means not intentionally made available by Pelham Bay Soccer
 Club, including by any form of automated access, scraping, or similar process, without Pelham
 Bay Soccer Club' express written permission;
- infringe, misappropriate, violate, or encourage others to infringe, misappropriate, violate, any right of a third party, including by infringing or misappropriating third party intellectual property rights or rights of publicity or privacy;
- post, upload, submit or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise offensive or inappropriate;
- interfere with security-related features of the Services, including by: (a) disabling or
 circumventing features that prevent or limit use or copying of any content; or (b) reverse
 engineering or otherwise attempting to discover the source code of any portion of the Service,
 except to the extent that the activity is expressly permitted by applicable law not withstanding
 this limitation;
- interfere with the operation of the Services or any user's enjoyment of the Services, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Services; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with, overburdening, or disrupting any network, equipment,

or server connected to or used to provide the Services, or violating any regulation, policy, or procedure of any such network, equipment, or server;

- perform any fraudulent activity, including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth:
- sell or otherwise transfer the access granted under these Terms or any Materials or any right or ability to view, access, or use any Materials; or
- attempt to do any of the acts described in this section or assist or permit any person to engage in any of the acts described in this section.

We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Changes to the Service

We reserve the right to modify or discontinue all or any part of the Services at any time (including by limiting or discontinuing certain features of the Service and modifying Content), temporarily or permanently, without notice to you, at our sole discretion.

User Content

Release. You grant Pelham Bay Soccer Club and its agents the right to take and utilize photographs, videos, or any type of recordings of participating child/children and their parents, caregivers, or anyone accompanying them while engaged in the Services. You consent to Pelham Bay Soccer Clubs' use of any and all such photographs, videos, or recordings of you and your child/children for advertising, promotional, or related purposes, and waive all rights to compensation and other rights which may arise as a result (including any rights under N.Y. Civil Rights Law 50 and other similar state laws).

License. "Content" means messages, reviews, photos, audio, video, music, images, text, graphics, software and other types of works of authorship of any kind, and information or other materials posted, generated, provided or otherwise made available through the Services. "User Content" means any content that users (including you) provide to be made available through the Services. Content includes, without limitation, User Content. Certain features of the Services may permit users to upload User Content to the Service or to publish User Content on the Service, and from time to time users send User Content directly to us or post it on our social media. By uploading, posting, publishing or sending us your User Content, you: (i) represent that you own (or have all rights necessary to grant Pelham Bay Soccer Club the rights below to) all User Content that you submit to the Services, and that Pelham Bay Soccer Club will not need to obtain licenses from any third party or pay royalties to any third party in order to use such User Content, and (ii) you grant Pelham Bay Soccer Club a worldwide, non-exclusive, sublicensable (through multiple tiers), transferable, perpetual, royalty-free, fully-paid right and license to host, store, transfer, display, publicly perform, reproduce, edit, modify, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or

hereafter developed, on the Pelham Bay Soccer Club Website or otherwise in connection with the Service for any purpose whatsoever, commercial or otherwise, without compensation to you. You are solely responsible for your User Content and the consequences of uploading, posting, publishing or sending us your User Content. You represent that all User Content submitted by or on behalf of you is accurate, complete, up-to-date, and in compliance with these Terms and with all applicable laws, rules and regulations. In addition, you waive any so-called "moral rights" or rights of privacy or publicity in your User Content and grant Pelham Bay Soccer Club the right to make derivative works from your User Content (including, without limitation, translations). You further grant all users of the Services permission to view your User Content for their personal, non-commercial purposes. You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

<u>Disclaimer</u>. We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Pelham Bay Soccer Club may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Pelham Bay Soccer Club with respect to User Content, to the fullest extent permissible pursuant to applicable law. We expressly disclaim any and all liability in connection with User Content, to the fullest extent permissible pursuant to applicable law.

FEEDBACK

If you choose to provide input and suggestions regarding the Service ("Feedback"), then you hereby grant Pelham Bay Soccer Club an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services, and without any notice, compensation or other obligation to you.

Links to Third Party Sites/Third Party Services

www.pelhambaysoccerclub.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Pelham Bay Soccer Club and Pelham Bay Soccer Club is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Pelham Bay Soccer Club is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Pelham Bay Soccer Club of the site or any association with its operators.

Certain services made available via www.pelhambaysoccerclub.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.pelhambaysoccerclub.com domain, you hereby acknowledge and consent that Pelham Bay Soccer Club may share such information and data with any third party with whom Pelham Bay Soccer Club has a contractual relationship to provide the requested product, service or functionality on behalf of www.pelhambaysoccerclub.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.pelhambaysoccerclub.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Pelham Bay Soccer Club that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Pelham Bay Soccer Club or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Pelham Bay Soccer Club content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Pelham Bay Soccer Club and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Pelham Bay Soccer Club or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your Pelham Bay Soccer Club account to third party accounts. By connecting your Pelham Bay Soccer Club account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

Disclaimers; No Warranties

You are responsible for providing your own access to the Services (e.g., computer, mobile device, Internet connection, etc.). Pelham Bay Soccer Club has no obligation to screen or monitor any Content and does not guarantee that any Content available on the Services is suitable for all users or that it will continue to be available for any length of time.

THE SERVICE, ALL MATERIALS AVAILABLE ON OR VIA THE SERVICE, AND ALL ITEMS OFFERED FOR SALE OR SOLD THROUGH THE SERVICE, ARE PROVIDED "AS IS" AND ON "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PELHAM BAY SOCCER CLUB EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE, AND (C) ANY OTHER WARRANTY THAT MIGHT ARISE UNDER ANY LAW.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YOUR USE AND YOUR CHILD'S USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF THE SERVICE.

WITHOUT LIMITING THE FOREGOING, PELHAM BAY SOCCER CLUB MAKES NO REPRESENTATIONS OR WARRANTIES: (A) THAT THE SERVICES ARE OR WILL BE PERMITTED IN YOUR JURISDICTION AND WILL BE UNINTERRUPTED OR ERROR-FREE; (B) CONCERNING ANY CONTENT, INCLUDING USER CONTENT AND CONCERNING ANY THIRD PARTY'S USE OF USER CONTENT THAT YOU SUBMIT; AND (C) CONCERNING THIRD PARTY WEBSITES, EVEN IF LINKED TO FROM THE SERVICES.

Release

You certify that your child has no known medical or other conditions that could interfere with his/her participation in the Services, Pelham Bay Soccer Club's activities and/or any programs conducted by Pelham Bay Soccer Club. You also understand and accept that the practice of soccer, whether on a public site or in one's home, involves certain risks of physical injury. Therefore, you, individually and on behalf of my child, hereby release, discharge, and hold harmless Pelham Bay Soccer Club and each of its respective parent, subsidiaries, and affiliated companies, and each of their respective officers, directors, agents, representatives, employees, successors, assignees, and licensees (hereinafter, the "Released Parties") from any and all claims, actions, damages, losses, liabilities, costs and expenses of any kind whatsoever, including but not limited to any claims of negligence, arising out of, resulting from, by reason of, or in connection with my child's participation in the Services, Pelham Bay Soccer Clubs' activities and/or any programs conducted by Pelham Bay Soccer Club. You agree that you will not bring or be a party to any legal action or claim against the Released Parties, or any of them, based upon or arising out of your child's participation in in the Services, Pelham Bay Soccer Clubs' activities and/or any programs conducted by Pelham Bay Soccer Club on any legal theory whatsoever (including without limitation personal injury, negligence, rights of privacy and publicity, or defamation).

International Users

The Service is controlled, operated and administered by Pelham Bay Soccer Club from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Pelham Bay Soccer Club Content accessed through www.pelhambaysoccerclub.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Pelham Bay Soccer Club, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Pelham Bay Soccer Club reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Pelham Bay Soccer Club in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Pelham Bay Soccer Club agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PELHAM BAY SOCCER CLUB AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

PELHAM BAY SOCCER CLUB AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. PELHAM BAY SOCCER CLUB AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PELHAM BAY SOCCER CLUB AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PELHAM BAY SOCCER CLUB OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Pelham Bay Soccer Club reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Pelham Bay Soccer Club as a result of this agreement or use of the Site. Pelham Bay Soccer Club's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Pelham Bay Soccer Club's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Pelham Bay Soccer Club with respect to such use. If any part of this agreement is

determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Pelham Bay Soccer Club with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Pelham Bay Soccer Club with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Pelham Bay Soccer Club reserves the right, in its sole discretion, to change the Terms under which www.pelhambaysoccerclub.com is offered. The most current version of the Terms will supersede all previous versions. Pelham Bay Soccer Club encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Pelham Bay Soccer Club welcomes your questions or comments regarding the Term via email at: info@pelhambaysoccerclub.com

Effective as of August 19, 2020