



## TERMS OF SERVICE | EFFECTIVE JULY 2019

### OVERVIEW

This website is operated by XL Sports World ME. Throughout the site, the terms “we”, “us” and “our” refer to XL Sports World ME. XL Sports World offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features, programs, classes or products which are added to the 'current 'store' or 'website' shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose. Nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws,). You agree to refrain from copying, documenting, or using, any images, logos, vernacular, documents, curriculums of any kind located on our website. By doing so, you are in violation of terms of this agreement and in agreement. You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### SECTION 2 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

This website offers program information for Adults, and children, as well as birthday parties, corporate events, and national company participation. Many of our programs and leagues are 'seasonal' and information accessed on the website is **constantly** updated. We always recommend contacting us via phone or email to guarantee information on the website is correct, accurate and the most up to date. This includes policies on refunds, credits etc. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### SECTION 3 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. Refunds are not provided unless otherwise stipulated. By confirming purchase, you are agreeing to render a cost for any of the services we provide. You are taking an available place in a class, or on a team or league, or a time slot that could otherwise be provided to someone else and or is deemed as loss business should you no longer participate, or rent. You acknowledge that a refund for services will not be provided unless authorized by management.

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We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

#### **SECTION 5 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any purchase you place with us. We may, in our sole discretion, limit or cancel the registration or program purchased per person, per household or per order. These restrictions may include payments placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Per the laws of our leagues, failure to adhere to the rules and regulations as set forth in the document provided online, may result in your termination of participation with us. In the event of this occurrence, no refunds will be provided. This also applies to any participant or patron that is inside company grounds. Registration for any youth or adult leagues or programs offer a 'zero' monetary refund policy. XL Sports World NJ offers, at its discretion, credit to be applied to future participation in anything we offer for up to a single calendar year. Exceptions to this are only provided in extreme circumstances and at discretion of management.

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### **SECTION 6 - THIRD-PARTY LINKS**

XL Sports World ME works with its sponsors and partners, and provides access to XL Sports approved business via our website. Certain content, products and services available via clicking the links will include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### **SECTION 7 - PROMOTIONAL EMAILS AND CONTENT**

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

#### **SECTION 8 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that

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will or may be used in any way that will affect the functionality or

states or jurisdiction, our liability shall be limited to the maximum extent permitted by law.

operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### **SECTION 9 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

You agree that from time to time we may change, update, cancel, postpone any programs, classes, games and schedules due to any circumstances we feel necessary to do so.

You expressly agree that your use of, or inability to use, the programs are at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall XL Sports World ME, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdiction do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such

#### **SECTION 10 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless XL Sports World ME and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 11 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 12 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

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### **SECTION 13 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

### **SECTION 14 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 400 North Street, Saco ME 04072.

### **SECTION 15 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **SECTION 26 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [saco@xlsportsworld.com](mailto:saco@xlsportsworld.com).

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