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630 VOLLEYBALL TERMS OF USE

Welcome to the 630 Volleyball, LLC d/b/a 630 Volleyball ("we" or "our" or "us") website (the "Site").

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING OUR SITE, YOU INDICATE THAT YOU ACCEPT THESE TERMS OF USE AND THAT YOU AGREE TO ABIDE BY THEM. These Terms of Use apply to all visitors to our Site ("**you**" or "**your**) and explain what you can and cannot do when using the Site. The Site and the Activities (as defined below) are collectively referred to as the "**Services**." These Terms of Use apply to all users of the Services and govern your use of the Services as well as the products that are offered by us, including those offered on or through the Services. These Terms of Use incorporate and include legal terms.

You must be an adult in the jurisdiction where you live to accept these Terms of Use. If you are under 18 years old, your parent or legal guardian must accept it. By accepting these Terms of Use, you represent that you are an adult executing this agreement for yourself and/or for your minor child(ren). Please read the section below titled "Eligibility and Persons Under 18 Years of Age." All references to "you," "your," and similar references means, if the participant is a minor under 18 years old, the participant's parent or legal guardian. By accessing or using the Services and/or engaging in any Activities, you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Services or participate or allow your minor child to participate in the Activities.

If you participate in any sport or fitness activities, programming, classes, tournaments, camps or clinics ("**Activities**") at or through our facilities you may be required you to execute additional agreements, documents, waivers, or releases. You acknowledge that the terms, conditions, and provisions of any such additional items only supplement (and do not modify or vary) these Terms of Use. In the event of any conflict (as determined by us in our sole discretion) between these Terms of Use and such documents, the waiver and release agreement shall control.

You do not have to provide any information to us in order to use our Site; however, you must comply with these Terms of Use. You may have the ability to contact us for additional information or to register for Activities and events, or link to third party sites to register for Activities and events in which case, you may be asked to provide personal information such as your name, and/or the name of your minor child, an email address, and phone number. Any personal information you provide to us about yourself, or your minor child is optional. If you choose to submit personal information to us, the terms of the Consumer Privacy Notice (the "**Privacy Notice**") will apply. By agreeing to these Terms of Use, you agree to the terms of our Privacy Notice. If you provide personal information to third parties via links from our Site, the third-party privacy policies will apply.

If you sign up to use special features of the Services, such as text programs, you may be asked to agree to special terms governing your use of the special feature ("**Additional Terms**"). In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked "I agree." If any of the terms of the Additional Terms are different from the terms of these Terms of Use, the terms of the Additional Terms will supplement or amend these Terms of Use, but only with respect to the matters governed by the Additional Terms.

The Services may allow you to register for Activities or purchase certain products. Some situations may result in your registration or order being canceled. These include but are not limited to, limitations on the number of individuals participating in specific Activities; inaccuracies or errors in pricing information; restrictions mandated by local, national, or international regulations; and problems identified by our credit and fraud avoidance group. We may also require additional verifications or information before accepting registrations or any order.

For the avoidance of doubt, we reserve the right, at our sole discretion, to limit quantities, and the right at any time to reject, correct, cancel, or terminate any registration or order for any reason whatsoever. We will use reasonable efforts to contact you if all or any portion of your registration or order is canceled or if additional information is required to accept your order. If your order is canceled after your payment method has been charged, we will issue a credit to you in the amount of the charge to the extent such cancellation is not the result of your error or negligence.

Although we will endeavor to provide you with the most accurate information regarding our Activities, pricing or typographical errors may occur. In the event of incorrect pricing due to an error, we reserve the right to correct or cancel an order at any time, and/or edit an order to reflect the correction, and/or correct the error on the Services. Subject to applicable laws, we may amend the Services, as well as Activities listed through the Services, and/or the amounts that we charge for same at any time, without prior notice. The prices displayed on the Site are quoted in U.S. dollars only. Fees do not include any applicable taxes, shipping or governmental charges, and you shall be responsible for, and shall promptly pay, same.

Our Site provides information about our Activities, events, and Services. We may also display employment opportunities from time to time. If you are interested in applying for an employment opportunity and joining our team, you may be able to submit your candidacy credentials and application through our Site. Please note that information that you submit in connection with an employment opportunity may contain personal information and will be subject to the terms of our Privacy Notice.

1. USER GENERATED CONTENT.

Our Site may include features that allow users to post content and materials to public posting areas of the Site. Responsibility for what is posted in public areas of our Site lies with each user – you alone are responsible for the material you post or otherwise make available in public areas of our Site. You alone are responsible for assessing the credibility of other user postings. We do not control the material that you or others may post or otherwise make available, and you understand that we have no obligation to monitor any such material or to edit or delete it. However, we reserve the right to do so. We are not a publisher of user posts, and we are not responsible for their accuracy or legality. If you submit or post any materials or content to this Site, you grant us and our affiliates a royalty free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use such materials and content, including alterations thereof, for any purpose, in any form, in any media, and via any technology we choose, whether it exists now or is created in the future. You represent that any materials and content posted or otherwise submitted by you to the Site is original to you and that you have the right to grant us these rights.

2. LINKING POLICY.

Our Site contains links to certain websites owned or controlled by our customers or other third parties (each a "**Third Party Site**"). You may visit a Third Party Site by clicking on hyperlinks on our Site. Certain third parties may have their own terms and conditions governing use of their own Third Party Site, and those terms apply solely to that Third Party Site. We have not reviewed the content on any Third Party Site, we have no control over the content displayed on any Third Party Site, and we accept no responsibility for the content displayed on any Third Party Site. We do not endorse or make any warranties or representations about any Third Party Site, or any products or services offered by any third parties through their Third Party Site. If you decide to access any Third Party Site linked to our Site or purchase any products or services from any third parties, you do this entirely at your own risk. We do not control the means by which your personal information is collected through a Third Party Site, or the software used to collect it, nor do we control the security implemented by the third party that controls any Third Party Site. All Third Party Sites are operated independently from us. You understand and agree that, when you click a link to any Third Party Site, our Privacy Notice and the practices that we follow under our Privacy Notice will cease to apply. Rather, the privacy policy offered by the Third Party Site will apply to the personal information collected through that Third Party Site. We encourage you to review the privacy policies listed on every Third Party Site that you visit.

We are not responsible for the content, accuracy, or opinions expressed on any Third Party Site or for the privacy practices of any third party. We will not, and are under no obligation to, investigate, monitor or check any Third Party Site for accuracy or completeness, or for any obscene, scandalous, inflammatory, pornographic, indecent, profane, defamatory or unlawful content or materials. Inclusion of any link to a Third Party Site does not imply approval or endorsement of the Third Party Site.

3. THESE TERMS OF USE MAY CHANGE.

We reserve the right to modify or add to these Terms of Use at any time, effective as of the posting of the new terms or a later date as may be specified in the new terms. You agree that we may notify you of the new terms by making them available via the Services, and that your use of the Services after the effective date of the new terms (or engaging in Activities) constitutes your agreement to the new terms. We therefore encourage you to review these Terms of Use regularly. We may also provide notice to you of any update to these Terms of Use in other ways in our discretion, such as through contact information you have provided, all in accordance with applicable laws and our Privacy Notice.

4. ELIGIBILITY AND PERSONS UNDER 18 YEARS OF AGE.

By using the Site you represent that you (a) are at least eighteen (18) years of age or the age of majority in your place of residence, or at least thirteen (13) years of age and under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use, and (b) are a U.S. resident not located in a country that is subject to a U.S. government embargo, and/or have not been listed on any U.S. government list of prohibited or restricted parties. In addition, you agree to abide by all applicable local, state, national, and international laws, and regulations with respect to your use of the Services and agree not to interfere with the use and enjoyment of the Services by other users, and our operation or management of the Services.

5. YOUR COMPLIANCE WITH LAWS.

Use of the Services is unauthorized in any jurisdiction where all or any portion of the Services may violate any legal requirements, and you agree not to access the Services in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of these Terms of Use is at your own risk.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.

Our Site displays our name and logo, informational content, text, graphics and images ("**Our Content**"), and also includes the names, logos, and information, text, graphics and images of some of our partners ("**Partner Content**"). We are the sole owner of Our Content and all intellectual property rights associated with Our Content. Our partners are the sole owners of their Partner Content and all intellectual property rights associated with their Partner Content. Our Content and the Partner Content (collectively, "**Site Content**") are protected by United States and international copyright, trademark, and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way our name or logo, Site Content, or any underlying software or source code.

You may print one copy and download extracts of any Site Content for your personal reference, but you may not use, display, or distribute any of our Site Content for commercial profit or commercial exploitation. You must not modify the paper or digital copies of any Site Content that you have printed or downloaded, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. All copies of Site Content must display all original copyright and other proprietary notices.

7. CHANGES; DISCONTINUANCE OF SITE.

We endeavor to regularly update our Site and the Site Content, but we are under no obligation to do so. The look, structure, functionality, and Site Content may be changed from time to time. We may suspend your access to the Site or portions of the Site, and we may discontinue the Site entirely at any time as we deem necessary in our sole and absolute discretion.

8. PROHIBITED USES.

You may use our Site and Site Content only for lawful purposes. You may not use our Site or Site Content:

(a) in any way that breaches any applicable law or regulations;

(b) in any way that is unlawful or fraudulent, or has unlawful or fraudulent purpose or effect;

(c) for the purpose of harming or attempting to harm any individual in any way;

(d) to use or re-use any Site Content in violation of these Terms of Use;

(e) to cause us liability;

(f) to introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

(g) in any way that interferes with, damages, or disrupts any part of our Site, any equipment or network on which our Site is stored, any software used in the provision of our Site, or any equipment or network or software of any third party.

9. REMEDIES.

You recognize that your breach of our ownership and intellectual property rights, and such other material terms set forth in these Terms of Use may cause us to suffer irreparable harm and damages. Accordingly, in the event of such breaches, you acknowledge and agree that we will be entitled to seek injunctive relief and all other available equitable remedies and legal damages as may be granted by a court of competent jurisdiction.

10. WARRANTY DISCLAIMERS.

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. YOUR USE OF THE SITE AND SITE CONTENT IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONALITY OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE SITE CONTENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

11. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, LOSS OF DATA, COMPUTER VIRUSES, TECHNICAL, HARDWARE OR SOFTWARE FAILURES, OR LOST OR UNAVAILABLE NETWORK CONNECTIONS, ARISING FROM YOUR USE OR INABILITY TO USE THE SITE OR SITE CONTENT OR PARTICIPATION IN ACTIVITIES WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL FOUNDATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND ACTIVITIES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR HEREIN.

12. COMMUNICATIONS.

By providing us your telephone number, including your mobile telephone number, you authorize us to contact you at the number you provided regarding your participation in Activities, including but not limited to cancellations, waitlist changes, and updates to your billing information. You agree we may contact you by telephone call or text message, using an automatic telephone dialing system and/or a prerecorded message. You agree that we may monitor or record any conversation or other communication with you.

13. RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK.

Participants in "**Activities** also agree to the terms and conditions of those activities, certain of which are set forth in these Terms of Use and others are available at the locations of specific Activities, or at such other links or locations as specified by us upon registration, attendance or otherwise.

You, on behalf of yourself and anyone who obtains any rights from or through you, hereby forever and irrevocably release and discharge us; the owners, lessors, lessees and any other individual or entity with any interest in the locations, places and/or buildings and facilities at, on or in which the Activities take place; any individuals or entities involved in any capacity with the Activities (including, without limitation, any technology applications and platforms facilitating the Activities in any manner); any sponsors, advertisers or promoters of any of the foregoing; any of the respective parents, subsidiaries, affiliates, partners, members, owners, agents, contractors, subcontractors, administrators, licensees, designees, insurers, personal and legal representatives, successors and assigns of each of the foregoing; and any director, officer, member, manager, partner, volunteer, employee, representative or agent of any of the foregoing (each a "**Releasee**" herein) from any and all liabilities, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys' fees and costs) (collectively, "**Losses**") arising out of or in any way related to your participation in or attendance at the Activities; including, but not limited to, Losses (including, without limitation, Losses from bodily or mental injury, illness or death) caused or alleged to be caused in whole or in part by (i) any Releasee's negligence, misconduct or otherwise; or (ii) any claim, action, suit or demand brought by any third party against any Releasee by reason of or in connection with your participation in or attendance at the Activities, or your attendance at the locations, places and/or buildings at, on or in which the Activities take place. You further covenant and agree not to sue any Releasee or cause any Releasee to be sued regarding any matter released above.

If as a part of your registration to participate in Activities, you are required, whether prior to, at the time of, or after registration to become a member of any local, regional or national association, organization or other governing body, then any such liability waiver or release signed as a part of such process shall also apply.

14. YOUR COMPLIANCE WITH RULES AND DIRECTIONS.

By participating in Activities, you agree to observe or cause your minor child to observe, as applicable, all rules and directions of us at the locations (in person, online or otherwise) at which Activities take place ("**Rules**"). We reserve the right to take any action that we deem appropriate in the exercise of our discretion, including but not limited to suspension or termination of your privilege to participate in Activities for violation of our Rules and directions.

15. SEVERABILITY.

If all or any provision of this agreement is found invalid, unenforceable, or illegal, then you and we agree that the provision will be severed, and the rest of these terms shall remain in effect and be construed as if any severed provision had not been included.

16. WAIVER.

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by us or any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

17. GOVERNING LAW.

All matters relating to the Site and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. ARBITRATION.

At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.

19. ENTIRE AGREEMENT.

These Terms of Use and the Privacy Notice constitute the entire agreement between us and you with respect to your use of the Site, and these documents supersede all previous and contemporaneous agreements, proposals and communications, written or oral with respect to this subject matter.

20. ADDITIONAL INFORMATION; CONTACT.

If you have any questions about these Terms of Use or any Site Content, please contact us at:

Mailing:
630 Volleyball, LLC
6200 River Bend Dr
Lisle, IL 60532

Thank you for visiting our Site.