

## **KICKIT365**

### **TERMS AND CONDITIONS**

Welcome to Kickit365! Our mission is to provide our participants the best soccer and community experience in San Francisco. These Terms and Conditions govern your use of Kickit365, a company and website owned by Kickit365 Inc (“Kickit365,” “Company,” “We,” “Our”), which also includes all related widgets, tools, data, software, and other services provided by us (the “Services”).

This document, together with our Privacy Policy and any other terms specifically referred to therein, constitute a legally binding agreement (the “Agreement”) between you and the Company in relation to your use of our Services. If you do not agree with these Terms, do not use Kickit365.

#### **Acceptance of Terms and Conditions**

Please read these Terms and Conditions very carefully so that you may fully understand and enjoy our Services. By using our Services, you agree to these Terms and Conditions. If you do not agree with any aspect of these Terms and Conditions, do not use our Services. By accepting the Terms and Conditions when either ordering services or creating an account, you represent and warrant that the information you include on the Services is accurate and that you have the capacity to enter into and abide by these terms and conditions.

#### **Changes to Terms and Conditions**

We reserve the right to change, alter, replace or otherwise modify (collectively “Changes”) these Terms and Conditions at any time. The date of last modification is stated in the footer of these Terms and Conditions. Your continued use of the Services will constitute your acceptance of the revised Terms and Conditions.

#### **Your Kickit365 Account**

Access to the Services is only available to clients who have agreed to these Terms and Conditions by either ordering services or creating an account. You are solely responsible for

maintaining the confidentiality and security of your login and account information, and you will remain responsible for all activity emanating from your account, whether or not such activity was authorized by you.

We reserve the right to disallow, cancel, remove, or reassign certain usernames in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend, terminate, and delete your account if activities occur on that account which, in our sole discretion, would or might constitute a violation of these Terms and Conditions or an infringement or violation of the rights of any third party, or of any applicable laws or regulations. You may terminate your account at any time through our Services, or you can contact us at [info@kickit356.com](mailto:info@kickit356.com).

### **Intellectual Property Rights**

The Services and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

All related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

### **Use of Photographs and Testimonials for Marketing Purposes**

By participating in our league, we may collect photographs and videos of games, and you may provide written testimonials of your experiences. You agree to allow Kickit365 to use these materials for their own marketing purposes, including but not limited to its website and social media accounts, which may include your name, image and likeness.

### **Disclaimer**

THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE WEBSITE, ONLINE

PLATFORM AND ALL CONTENT AND SERVICES ACCESSED THROUGH OR VIA THE WEBSITE, ONLINE PLATFORM OR OTHERWISE, ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.”

YOU AGREE AND ACKNOWLEDGE THAT YOU ASSUME FULL, EXCLUSIVE, AND SOLE RESPONSIBILITY FOR THE USE OF AND RELIANCE ON THE SERVICES, AND YOU FURTHER AGREE AND ACKNOWLEDGE THAT YOUR USE OF OR RELIANCE ON THE SERVICES IS MADE ENTIRELY AT YOUR OWN RISK. YOU FURTHER ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE LAWS WHILE USING THE SERVICE.

THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS, SPECIFICALLY DISCLAIM ALL OF THE FOREGOING WARRANTIES AND ANY OTHER WARRANTIES NOT EXPRESSLY SET OUT HEREIN TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES REGARDING NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WHERE THE LAW OF ANY JURISDICTION LIMITS OR PROHIBITS THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES AS SET OUT ABOVE, THE ABOVE DISCLAIMERS SHALL NOT APPLY TO THE EXTENT THAT THE LAW OF SUCH JURISDICTION APPLIES TO THIS AGREEMENT.

### **Limitation of Liability**

THE COMPANY’S AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS, LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, LOST DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY COST TO PROCURE SUBSTITUTE GOODS OR SERVICES, OR ANY INTANGIBLE LOSS,

REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, OR ANY OTHER SERVICES PROVIDED TO YOU BY THE COMPANY.

This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, any form of error, or breakdown in the function of the service, or any other legal theory or form of action.

### **Indemnification**

You hereby agree to indemnify, defend and hold harmless the Company, its successors, assigns, affiliates, agents, directors, officers, employees, and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- (i) any violation by you of these Terms and Conditions or
- (ii) any activity related to your account, be it by you or by any other person accessing your account with or without your consent.

### **Data Protection, Privacy, and Cookies**

All personal data that you provide to us in connection with your use of the Services is collected, stored, used, and disclosed by the Company in accordance with our Privacy Policy. In addition, in common with most websites, we use cookies, location data, and other user information to help us understand how people are using the Services, so that we can continue to improve the service we offer. The Privacy Policy, as may be updated by the Company from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions, and you hereby agree to the collection, use and disclose practices set forth therein.

### **Applicable Law, Jurisdiction and Arbitration**

If a dispute arises between you and Kickit365, our goal is to provide you with a neutral and cost-effective means of resolving the issue quickly. In the event of a dispute, we encourage you to contact us first to resolve your problem directly with us. You may contact us regarding any

complaints or disputes in the “Contact us” section below in these Terms.

These Terms and Conditions shall be construed in accordance with and governed by the laws of the United States, the State of California, and the county of San Francisco without reference to their rules regarding conflicts of law.

ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN SAN FRANCISCO, CALIFORNIA BEFORE ARBITRATOR(S). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES OR PURSUANT TO JAMS’ STREAMLINED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

### **Termination**

You agree that Kickit365 may terminate your account at any time for your violation of any of the provisions of these Terms at our sole discretion. If we terminate your account, we reserve the right to not provide a refund at our sole discretion. If you are dissatisfied with the Kickit365 Services, please let us know by contacting us at [info@kickit356.com](mailto:info@kickit356.com). Your only other remedy with respect to any dissatisfaction with (a) the Services, (b) any portion of these Terms, (c) any policy or practice of Kickit365 in providing the Services, or (d) any content or information transmitted through the Services, is to terminate the Services and your account. You may terminate the Services at any time by discontinuing your use of any and all parts of our Services and providing Kickit365 notice of termination by contacting us at [info@kickit356.com](mailto:info@kickit356.com).

## **Complete Agreement**

These Terms constitute the entire agreement between you and Kickit365 with respect to the use of the Kickit365 Site and Content. Your use of the Kickit365 Services is also subject to the Kickit365 Privacy Policy. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

## **Contact us**

For questions or comments about the Terms, please contact us at [info@kickit356.com](mailto:info@kickit356.com).

*Last Update: September 18, 2024*

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