

TERMS AND CONDITIONS OF USE

OVERVIEW

Welcome to our website. This website is owned, controlled, and operated by Tennis and Life Camps. The terms “we”, “us”, and “our” refer to www.tennisandlifecamps.org. The term “Site” refers to www.tennisandlifecamps.org. The term “user,” “you” and “your” refers to any and all site visitors. The term “Service” refers to general information about services and products, as well as general information about different areas of the law.

This Term of Use Agreement (the "Agreement") specifies the Terms and Conditions for access to and use of the Site (the "Site") and describes the terms and conditions applicable to your access of and use of the Site. This site is maintained as a service to our customers. By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this Site. Tennis and Life Camps may amend the Terms of Use at any time. The last update was on June 13th, 2024.

PRIVACY

Your visit to our Site is also governed by our Privacy Policy. Please review our Privacy Policy at www.tennisandlifecamps.org/privacy-policy

SITE SUBMISSIONS

The user shall not upload, post or otherwise make available on the site or via email any artwork, photos or other materials (“Materials”) protected by intellectual property laws without the express written permission of the owner of the copyright. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all Materials submitted by you to the Site, you automatically represent or warrant that you have the authority to use and distribute the Materials, and that the use or display of the Materials will not violate any laws, rules, regulations or rights of third parties.

OWNERSHIP

All content included on this site is and shall continue to be the property of Tennis and Life Camps, its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire

any ownership rights or other interest in any content by or through your use of this Site.

Tennis and Life Camps claims no intellectual property rights over any Materials you supply to the Site. You retain copyright and any other rights you may rightfully hold in any content that you submit through the Site. Content you submit to the Site remains yours to the extent that you have any legal claims. However, you grant Tennis and Life Camps a worldwide, nonexclusive, irrevocable license to display any Materials you supply to us for business development and marketing purposes only. By visiting the site, you agree to hold Tennis and Life Camps harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you.

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice to our office: nhagberg@gustavus.edu

USE OF THIS SITE

To access or use the site, you must be 18 years or older and have the requisite power and authority to enter into these terms and conditions. Children under the age of 18 are prohibited from using this site or service.

Materials on www.tennisandlifecamps.org contain information about our services and products. Tennis and Life Camps grants you a limited, revocable, nonexclusive license to use this site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the site, reverse engineer or break into the site, or use materials, products or services in violation of any law. The use of this website is at the discretion of Tennis and Life Camps, and it may terminate your use of this website at any time.

COMPLIANCE WITH LAWS

You agree to comply with all applicable laws regarding your use of the website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

INDEMNIFICATION

You agree to indemnify, defend and hold Tennis and Life Camps, and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

DISCLAIMER

The information presented on com www.tennisandlifecamps.org is provided “as is” and “as available,” without representation or warranty of any kind. Tennis and Life Camps does not represent or warrant that such information is or will be always current, complete, or accurate. Tennis and Life Camps disclaims all warranties of any kind, including but not limited to any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. To the extent that your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the Site shall be to discontinue using the Site.

LIMITATION OF LIABILITY

You agree that under no circumstances shall Tennis and Life Camps be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your use of the Site or Services. Additionally, Tennis and Life Camps is not liable for damages in connection with (i) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure; (ii) loss of revenue, anticipated profits, business, savings, goodwill or data; and (iii) third party theft of, destruction of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability. The foregoing applies even if Tennis and Life Camps. has been advised of the possibility of or could have foreseen the damages. In those states that do not allow the exclusion or limitation of liability for the damages, our liability is limited to the fullest possible extent permitted by law.

GUARANTEES

Materials and information provided on the website are not indicative of likely results in any particular fashion. Tennis and Life Camps makes no guarantees as to results; further, past results do not guarantee future results for that same client or party, or any third-party. Tennis and Life Camps make(s) no income/financial claims, nor guarantee of any kind regarding the potential income or results through our communications or your participation in the purchase of any of the products or services on this Site. There is no guarantee you will earn any money using any of our materials, and your revenue is dependent solely on you and your actions or non-actions.

RETURNS/REFUNDS

Unopened, unused items sold by [NAME OF BUSINESS/INDIVIDUAL] in new condition may be returned for a full refund within [30 days]. Items that are opened or damaged, or do not have a receipt may be denied a refund or exchange. Your item needs to have the receipt or proof of purchase in order to complete a return.

USE OF INFORMATION

Tennis and Life Camps reserves the right, and you authorize us, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

GOVERNING LAW; VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of Minnesota as applied to contracts that are executed and performed entirely in Minnesota. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Nicollet County, Minnesota.

SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ENTIRE AGREEMENT/WAIVER

This Agreement constitutes the entire agreement between you and Tennis and Life Camps pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us pertaining to the Site and Service. No waiver of any of the provisions of this Agreement by Tennis and Life Camps shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by us.

NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

Tennis and Life Camps

800 W College Ave

St. Peter, MN

USE OF HEADINGS

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.