

## **Terms and Conditions of Use**

This is the official website of Shoreline Sharks Youth Hockey Association, Inc. ("Sharks"). By using this website, you agree to the following terms and conditions:

The materials posted on these pages by association members or by Sharks may be retrieved solely for your own personal use and may be downloaded to your own hard disk or sent to a printer solely for that purpose. You may not otherwise copy, modify or distribute the contents of these pages without the express permission of Shoreline Sharks Youth Hockey Association. Portions of these pages provide users an opportunity to exchange ideas, documents and information. The ideas, documents and information posted do not necessarily reflect the views of Sharks. While using these pages, you agree not to post, transmit or otherwise distribute any material that may be unlawful, obscene, defamatory, threatening, infringing on any copyright or other rights of others, or damaging to software or hardware.

Sharks reserves the right, which it may or may not exercise, to review, edit or delete any material that it deems to be inappropriate or in violation of these Terms and Conditions of Use and to deny access to anyone who violates these Terms and Conditions of Use.

NOTWITHSTANDING THE ABOVE, SHARKS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY MATERIAL COMMUNICATED BY THIRD PARTIES THROUGH THESE PAGES OR FOR ANY CLAIMS, DAMAGES OR LOSSES RESULTING FROM THE USE THEREOF.

By posting or submitting material to these pages you represent that you have all necessary rights in and to such material and that such material will not infringe on any personal or proprietary rights of any third parties. You authorize Sharks to use and/or authorize others to use such material in any manner or medium.

You may obtain access to other sites on the Internet through these pages. By providing this service, Sharks is not undertaking any responsibility or liability for information or publications of third parties on the Internet even if you access them through these pages.

SHARKS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THESE PAGES OR THEIR CONTENTS (INCLUDING WITHOUT LIMITATION MATERIAL COMMUNICATED BY THIRD PARTIES), WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SHARKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THESE PAGES. SHARKS MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES PROVIDED BY THESE PAGES WILL BE UNINTERRUPTED, ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PAGES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE FROM VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS. SHARKS ALSO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE INFORMATION ACCESSIBLE VIA THESE PAGES IS ACCURATE, COMPLETE OR CURRENT. IN NO EVENT SHALL SHARKS, ITS EMPLOYEES, VOLUNTEERS, OR AGENTS, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THESE PAGES BE LIABLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, BENEFITS, USE, OR DATA RESULTING FROM THE USE OF THESE PAGES/SERVICES/WEBSITES.

YOU HEREBY ACKNOWLEDGE THAT THE WEBSITE MAY NOT BE AVAILABLE OR MAY BECOME UNAVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, WITHOUT LIMITATION, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, ACTIONS AND OMISSIONS OF THIRD PARTIES, OR ANY OTHER CAUSE REASONABLY BEYOND THE CONTROL OF SHARKS. THEREFORE, SHARKS EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SYSTEM AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE.

SHARKS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF THE ANNUAL FEE PAID BY YOU FOR ACCESSING AND/OR USING SHARKS WEBSITES AND/OR ITS SERVICES.

These pages are controlled and operated by Sharks in the United States and are intended for use within the United States. Sharks makes no representation that materials on these pages are appropriate or available for use in other locations. Those who choose to access these pages from other locations do so on their own initiative and are responsible for compliance with local laws. These Terms and Conditions of Use shall be construed and enforced in accordance with the laws of the State of Connecticut. The sole and exclusive venue for any action to enforce these Terms and Conditions of Use shall be the federal or state courts located in the State of Connecticut.

Sharks reserves the right to change these Terms and Conditions of Use at any time without notice.

All Rights Reserved. Please read our Privacy Statement for additional terms and conditions, incorporated herein by reference.