

# ARL TERMS OF SERVICE

Last Updated: March 6, 2019

The American Recreation League (the “ARL,” “we,” “us,” or “our”) is a non-profit entity that maintains the website located at [www.ARCL.org](http://www.ARCL.org) (the “Site”), that provides recreational cricket services to our users and visitors (our Site and the services we offer, both through the Site and otherwise, are referred to collectively as our “Service”). By using the Service, you agree to comply with and be legally bound by these Terms of Service (“Terms”), whether or not you become a Participant (as defined below). Please review the following terms carefully. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Service. Failure to use the Service in accordance with the following Terms of use may subject you to civil and criminal penalties.

In addition, when using certain features of the Service, you will be subject to the [League Rules](#), guidelines, terms, and agreements applicable to such features (“Policies”). All such Policies are incorporated by reference into these Terms. If these Terms are inconsistent with any Policy, the Terms will control.

We reserve the right to modify the Service and these Terms and/or Policies at any time (on a prospective basis), effective ten (10) calendar days upon posting of an updated version of these Terms on the Site. You are responsible for regularly reviewing these Terms. By using the Service, you agree that the posting of new or revised Terms or Policies on the Site will constitute adequate and constructive notice to you of any and all revisions and changes. Continued use of the Service after any such changes or after explicitly accepting the new terms upon logging into the Site shall constitute your consent to such changes and you agree to be bound by them as of the date of the modification.

## 1. THE SERVICE

The ARL provides users with the opportunity to participate in recreational cricket teams and leagues. Our Site is an online venue through which users can register and participate in cricket games as players (“Participants”). You acknowledge that the ARL has no responsibility or liability to you related to any Services provided to you other than as expressly set forth in these Terms, and that prior to any participation in our Services, you will review and execute our [Participant Waiver](#). The ARL has the right to refuse access to our Services to anyone in its sole discretion, and may terminate your ability to use the Service at any time, including for violations of the Acceptable Use Policy described below and our Policies published by the ARL from time to time.

## 2. INTERACTIONS ON THE SERVICE

We make no attempt to confirm, and do not confirm, any user’s purported identity or background. You are responsible for (a) providing true, accurate, current and complete information about yourself as prompted by the Service’s registration form; and (b) maintaining and promptly updating any and all such information so it remains true, accurate, and complete at all times. It is the user’s sole responsibility to determine the identity and suitability of others who you may contact by means of the Service. We do not endorse any persons who use or register for our Service other Participants. We do not investigate any user’s reputation, conduct, morality, criminal background, or verify the information that any user submits through the Service. You agree to comply with all applicable federal, state and local laws and regulations when using the Service and when participating in any sports-related services accessed through the Service.

## 3. ACCEPTABLE USE POLICY

In connection with your use of our Service, you must act responsibly and exercise good judgment. Without limiting the foregoing, you will not: (i) use the Service for any commercial purpose; (ii) violate any local, state, provincial, national, or other law or regulation, or any order of a court; (iii) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; (iv) interfere with or damage our Service, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (v) use our Service to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers; (vi) use our Service in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to services usually arranged via the Site; (vii) “stalk” or harass any other user of our Service; (viii) collect or store any information about any other user other than for purposes of transacting as a Participant through the Service; (ix) register for more than one user account or register for a user account on behalf of an individual other than yourself; (x) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity; or (xi) advocate, encourage, or assist any third party in doing any of the foregoing.

We also understand that, from time to time, you may seek additional participants to join your team. No person may be a Participant unless they have agreed to these Terms of Service and our Privacy Policy, and completed our Participant Waiver. Please do NOT solicit additional participants without ensuring their review of, and agreement to, these documents. The ARL is not responsible, and waives all liability for, any participants who have not executed these forms.

The foregoing is merely a list of examples of prohibited conduct. The ARL reserves the right to cancel a user account or take other appropriate actions in its sole discretion in response to any inappropriate conduct, or for no reason at all.

#### 4. AGE RESTRICTION

The Site and the Service are not directed towards children, and we do not seek to collect personal information or market any products or services to any person less than thirteen (13) years of age. By registering to use our Service, you certify that you are 13 years of age or older. Users under the age of 18 (each, a “Minor”) may not register or otherwise use the Site or Service unless parents or legal guardians agree to these Terms on their behalf and execute a [Participant Waiver](#). If you are a resident of a state that imposes additional or different age requirements for disclosure of personally identifiable information (“PII”), by registering for our Service, you hereby represent that your creation of an account, the provision of your PII to us, and our use of such PII as stated in our [Privacy Policy](#), does not violate the applicable laws or regulations of such state.

#### 5. YOUR CONTENT

By submitting any content or information to us in connection with your registration for and use of the Service, you represent and warrant that the information provided by you on the Service, including your profile and relevant experience, is accurate and complete. You are solely responsible for any content that you submit via our Service. You may not submit any content that: (i) infringes the property or personal rights of any person; (ii) is defamatory or disparaging; (iii) contains explicit content; (iv) depicts or advocates the use of illicit drugs; (v) makes use of offensive language or images; (vi) characterizes violence as acceptable, glamorous or desirable; (vii) provides a link to any other websites; or (viii) provides a phone number, email or other personal contact information except as needed to conduct the transactions contemplated in this Service.

We may, in our sole and unfettered discretion, delete any content that you submit to us.

## 6. THIRD PARTY CONTENT AND SERVICES

In using our Service, you may be exposed to content and information from other users or third parties (“Third-Party Content”), either at our Site or through links to third-party websites. You may also have the option of purchasing products or services from third parties, which we may facilitate either through Site or through links to third-party websites (“Third-Party Services”). We do not control, and shall have no responsibility for, Third-Party Content or Third-Party Services. Additionally, if you follow a link or otherwise navigate away from the Site, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any provider of Third- Party Content or Third-Party Services.

## 7. FEES AND PAYMENT

In certain circumstances, the ARL may charge you a service charge for use of the Service. Any Service charges will be disclosed to you prior to you becoming a Participant. Participants agree to pay the amount posted for the Service, and any applicable service charges. When you purchase our Services, you authorize the ARL or its third party payment processors to charge the account identified by you (which you represent and warrant that you are authorized to use) all applicable fees for your purchase in US dollars, including all applicable taxes, and you agree that the ARL can store your credit card information. If the ARL does not receive payment from your credit card provider, you agree to pay all amounts due upon demand and the ARL may suspend your access to the Service. All sales are final and the ARL is not obligated to issue refunds. the ARL is not responsible for any actions or the performance of the third party payment processors. While the ARL is not a party to the transaction between users of the Service, the ARL may be required by IRS regulations to issue 1099 forms or other reports.

## 8. CANCELATIONS

### Before the Start of the Season

Any cancellations made by Participants after registration is closed will result in a non-refundable registration fees, with no exceptions.

If a Participant fails to attend the first game of the season without giving prior notice to an ARL representative, the ARL reserves the right to replace that player and charge the non-refundable \$20 cancellation fee.

### After the Start of the Season

We understand that sometimes an individual cannot complete a season because of circumstances beyond their control (injuries, accidents, illnesses). Conversely, sometimes our league experience isn't what the Participant is looking for in a sports activity. Any Participant that wishes to cancel after the start of the season must contact the ARL directly to request a refund, which will be granted in the ARL's sole discretion.

## 9. TERMINATION

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate your access to our Service, (b) deactivate or delete any of your accounts and all related information and files in such accounts and (c) bar your access to any of such files or Service.

## 10. COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others, and ask you to do the same. It is our policy to terminate the access privileges of those who repeatedly infringe the copyright rights of others. If you believe that your work has been posted on the Service in a way that constitutes copyright infringement, please contact us at the address below and provide the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed, and identification of the time(s) and date(s) the material that you claim is infringing was displayed on the Service; (3) your address, telephone number, and email address; (4) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that your user content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your user content, you may send a counter-notice containing the following information to the copyright agent: (1) your physical or electronic signature; (2) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (4) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in the Western District of Washington and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Our designated agent for notice of copyright infringement can be reached at:

The ARL, Attention: Copyright Notice  
2424 212th Ave SE  
Sammamish, WA 98075-9524  
Email: [arclorg@arcl.org](mailto:arclorg@arcl.org)

## 11. RESERVATION OF RIGHTS

Material on our Site is protected by rights of publicity, copyright, trademark, trade secret, and other proprietary rights and intellectual property laws as applicable. We, our affiliates, and our suppliers and licensors own all right, title, and interest, including all intellectual property rights, in and to the Service. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you, and you may not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such material. American Recreation League™ and ARL™ are trademarks of the ARL and protected by federal and state law; you agree not to use such marks for any purpose, including but not limited to as metatags on other websites, in written materials or otherwise.

## 12. COMPLIANCE WITH LAWS

The ARL Service is of U.S. origin. You shall adhere to all applicable state, federal, local and international laws and treaties in all jurisdictions in which you use the Service, including all end-user, end-use and destination restrictions issued by U.S. and other governments and the U.S. Export Administration Act and its associated regulations. You will not upload any data or information to the Service for which you do not have full and unrestricted rights.

## 13. INDEMNIFICATION

You shall indemnify and hold the ARL, its suppliers and licensors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with your use of the Service or breach of this Agreement. In the event the ARL is required to seek legal remedies to enforce collection of any amounts due under this Agreement, you agree to reimburse for all additional costs associated with collection of that past due amount, including reimbursement of collection and attorney's fees.

## 14. DISCLAIMER

THE SERVICE AND ALL DATA PROVIDED IN CONNECTION WITH THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS" BASIS. THE ARL DOES NOT WARRANT THE COMPLETENESS OR ACCURACY OF DATA PROVIDED, AND YOU SHOULD INDEPENDENTLY VERIFY SUCH INFORMATION. DATA PROVIDED ON OR THROUGH THE SERVICE IS FOR GENERAL INFORMATION ONLY. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR SATISFACTORY RESULTS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE ARL, ITS SUPPLIERS AND ITS LICENSORS.

YOU ACKNOWLEDGE AND AGREE THAT SERVICE MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS. THE ARL IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR ANY OTHER DAMAGE RESULTING FROM EVENTS BEYOND THE ARL'S REASONABLE CONTROL, WITHOUT REGARD TO WHETHER SUCH EVENTS ARE REASONABLY FORESEEABLE BY THE ARL.

## 15. LIMITATION OF LIABILITY

SUBJECT TO SECTION 16, BELOW, YOUR EXCLUSIVE REMEDY AND THE ARL', ITS SUPPLIERS' AND LICENSORS' TOTAL AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER CLAIM SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY YOU, UP TO THE GREATER OF THE AGGREGATE AMOUNTS PAID BY YOU AND RECEIVED BY THE ARL HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM OR ONE HUNDRED US DOLLARS (\$100). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. YOU HEREBY RELEASE THE ARL, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT THE ARL'S ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THIS AGREEMENT.

IN NO EVENT WILL THE ARL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUE ARISING OUT OF OR

RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF STRICT OR PRODUCT LIABILITY.

#### 16. PARTICIPATION WAIVER AND RELEASE OF LIABILITY

You should always consult your physician or other healthcare provider before changing your diet or starting an exercise program. The ARL does not guarantee results from your participation in sports or your use of the Service, and is not responsible for your success or lack of success in your training regimen. You acknowledge and agree that you are prohibited from becoming a Participant unless and until you execute the [Participant Waiver](#). You must re-execute the Participant Waiver at the beginning of each season of play.

#### 17. GENERAL

This Agreement shall be governed by Washington law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in King County, Washington. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service. The failure of the ARL to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. Sections 1, 2, 3, 4, 5, 7, 9, 11, 13, 14, 15, 16, and 17 will survive termination or expiration of this Agreement for any reason. If any part of this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Service will immediately terminate, except for those provisions noted above which will continue in full force and effect. This Agreement may not be transferred or assigned by you to any third party, including by operation of law, without the ARL's prior written consent. This Agreement comprises the entire agreement between you and the ARL and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.