

## Edmonton Ultimate Players Association Website Terms of Use

PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY CLICKING "I Agree", OR BY USING THE EUPA WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, EVEN IF YOU HAVE NOT READ THEM. IT IS IMPORTANT TO READ THIS ENTIRE AGREEMENT. IN PARTICULAR, IT CONTAINS PROVISIONS THAT MAY LIMIT YOUR RIGHTS, SUCH AS THE SECTION ENTITLED LIMITATIONS.

These terms were last revised on January 28, 2013.

**Privacy:** Edmonton Ultimate Players Association is committed to safeguarding the personal information entrusted to us by our members and other participants in our programs. We manage your personal information in accordance with Alberta's Personal Information Protection Act and other applicable laws. EUPA's Privacy Policy outlines the principles and practices we follow in protecting your personal information. EUPA's Privacy Policy applies to Edmonton Ultimate Players Association and to any person providing services on our behalf. A copy of this EUPA's Privacy Policy is provided to any member or participant on request.

**Username and Password:** Your access to portions of the site requires a username and password. It is your responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and keep usernames and passwords confidential. You may not use a username that suggests you are someone you are not. You are responsible for any activity that occurs under your username. You will report to EUPA immediately if you discover any compromise of your passwords or suspected unauthorized use of the site using your identity. You must be 13 years and older or have permission from a legal guardian to obtain a username.

**Intellectual Property:** You may print, copy or save portions of this site for your own use only - provided that all copyright and trademark provisions contained on the site remain intact.

Unauthorized use of any portion of this site beyond that contained in the previous sentence may violate copyright, trademark and other laws.

While EUPA uses reasonable efforts to maintain this site in an up-to-date fashion, it does not warrant the completeness, timeliness or accuracy of any information contained on this site, and may make changes thereto at any time in its sole discretion without notice. All information contained herein is provided to users "as is", "with all faults," "as available" and at your sole risk.

Users retain ownership of any material they post to the site, and grant to EUPA a license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such content, but only in connection with EUPA and its promotion.

**User Responsibilities:** You are responsible for all activity you conduct on the site. You will abide by all policies adopted by, and amended by, EUPA from time to time regarding the operation of the site. EUPA may remove any offending material, and/or terminate access by, and/or remove the profile and other information of anyone who fails (in EUPA's opinion) to abide by this agreement or applicable policies. If you post information on publicly accessible areas of this site, keep in mind that anyone can see it. EUPA does not routinely monitor all material placed on the site, but may, in its discretion, delete or modify any material offending this agreement that comes to its attention. EUPA is not responsible for or endorse anything users post on the site.

If you believe that anything posted on this site offends this Policy, or otherwise infringes your rights, you may email EUPA at the email address at the bottom hereof. EUPA will take actions we believe are appropriate in the circumstances.

**Member Disputes:** You are solely responsible for your interactions with other EUPA website users, or any other parties with whom you interact through EUPA websites. EUPA reserves the right, but has no obligation, to become involved in any way with these disputes.

**Links:** Any third party sites that are linked to this site are not under EUPA's control. EUPA is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. EUPA provides links as a convenience only and such links do not imply any endorsement by EUPA of those sites.

**Limitations:** All promises made by EUPA are contained in this agreement. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply. You cannot collect any damages from EUPA for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise - or whether characterized as direct, indirect, or otherwise) that arise from or relate to this site or its contents.

EUPA relies on these limitations when entering this agreement. They are a fundamental and essential part of our arrangement, and apply even if this agreement has failed in its fundamental or essential purpose or been fundamentally breached.

**Governing Law:** This site is governed by the laws of the Province of Alberta, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against EUPA shall take place in the courts of the Province of Alberta. The parties at torn to the non-exclusive jurisdiction of the courts of Ontario.

Changing these terms: EUPA may change these terms by posting notice on the site.

EUPA may be contacted by emailing admin@eupa.ca.