

## WEBSITE TERMS OF USE

Your use of [www.wensrsoftball.com](http://www.wensrsoftball.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

### **Agreement Between User And [www.wensrsoftball.com](http://www.wensrsoftball.com)**

Welcome to the Wenatchee Senior Softball Association website. The url of the website (the "Site") is [www.wensrsoftball.com](http://www.wensrsoftball.com) and is comprised of various web pages operated by Wenatchee Senior Softball Association ("WSSA"), a nonprofit operating in Wenatchee, Washington. [www.wensrsoftball.com](http://www.wensrsoftball.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of [www.wensrsoftball.com](http://www.wensrsoftball.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

### **[www.wensrsoftball.com](http://www.wensrsoftball.com) Is A Non-profit Site**

The purpose of the Wenatchee Senior Softball Association website is to provide information to our community, players, tournament participants and others regarding senior softball activities in the Wenatchee vicinity and North Central Washington.

### **Privacy**

Your use of [www.wensrsoftball.com](http://www.wensrsoftball.com) is subject to WSSA's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting [www.wensrsoftball.com](http://www.wensrsoftball.com) or sending emails to WSSA constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

WSSA does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.wensrsoftball.com](http://www.wensrsoftball.com) only with permission of a parent or guardian.

### **Links to Third Party Sites And Third Party Services**

[www.wensrsoftball.com](http://www.wensrsoftball.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of WSSA and WSSA is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. WSSA is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by WSSA of the site or any association with its operators.

Certain services made available via [www.wensrsoftball.com](http://www.wensrsoftball.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.wensrsoftball.com](http://www.wensrsoftball.com) domain, you hereby acknowledge and consent that WSSA may share such information and data with any third party with whom WSSA has a contractual relationship to provide the requested product, service or functionality on behalf of [www.wensrsoftball.com](http://www.wensrsoftball.com) users and customers.

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### **International Users**

The Service is controlled, operated and administered by WSSA from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the WSSA Content accessed through [www.wensrsoftball.com](http://www.wensrsoftball.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless WSSA, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services,

any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. WSSA reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with WSSA in asserting any available defenses.

### **Liability Disclaimer**

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### **Termination And Access Restriction**

WSSA reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent

permitted by law, this agreement is governed by the laws of the State of Washington and you hereby consent to the exclusive jurisdiction and venue of courts in Washington in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and WSSA as a result of this agreement or use of the Site. WSSA's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of WSSA's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by WSSA with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and WSSA with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and WSSA with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

WSSA reserves the right, in its sole discretion, to change the Terms under which [www.wensrsoftball.com](http://www.wensrsoftball.com) is offered. The most current version of the Terms will supersede all previous versions. WSSA encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

WSSA welcomes your questions or comments regarding the Terms. Contact us to express your comments or questions.

*Wenatchee Senior Softball Association*

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Effective as of March 1, 2014