



Privacy Policy & Terms of Use

Last modified: June 9, 2014

This Terms of Use and Privacy Policy (collectively, the "Policy") describes US Club Soccer ("USCS") practices for collecting, maintaining, protecting and disclosing information.

This Policy applies to information collected on or via player and staff forms and documentation; usclubsoccer.org (the "Website"); e-mail, text and other electronic messages to or from USCS; third-party websites and services when data collected is used by USCS as part of its normal course of business; or through any other means, online or offline.

Any information presented on or through the Website is made available solely for general information purposes. USCS disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website.

All statements and/or opinions expressed in content not provided directly by USCS are solely the opinions and the responsibility of the person or entity providing those materials and do not necessarily reflect the opinion of USCS.

POLICY MODIFICATION:

USCS reserves the right to modify this Policy at any time by posting modifications on the Website. Continued use of the Website or submission of information to USCS, whether online or offline, following modifications is deemed to be an acceptance of the modifications.

The date the Policy was last revised is identified at the top of this page. The user has the right to terminate the user's registration on the Website, to cease providing information to USCS, or to cease using USCS services both online and offline if the user does not agree to any changes made to the Policy.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY:

USCS reserves the right to withdraw or amend this Website and any service or material provided by USCS, in its sole discretion without notice.

To access resources and services USCS offers, the user may be asked to provide certain registration details or other information online or offline. It is a condition of use of USCS services that all the information provided to USCS is correct, current and complete. The user agrees that all information he or she provides to register with USCS is governed by this Policy, and consents to all actions USCS takes with respect to the user's information consistent with this Policy.

USCS has the right to disable any username, password or other identifier used on the Website, whether chosen by the user or provided by USCS, at any time in its sole discretion for any or no reason, including if, in USCS's opinion, the user has violated any provision of this Policy.

INTELLECTUAL PROPERTY RIGHTS:

The USCS name and all related names, logos, product and service names, designs and slogans are trademarks of USCS. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners. The user must not use such marks without the prior written permission of the respective owner.

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by USCS, its licensors or

other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

This Policy permits the user to use the USCS content for the user's personal, non-commercial use only, or for commercial purposes permitted by USCS. No right, title or interest in or to the Website or any content on the Website is transferred to the user, and all rights not expressly granted are reserved by USCS.

Digital Millennium Copyright Act Notice:

If the user believes that any Website content violates the user's copyright, the user should send USCS a notice of copyright infringement by e-mailing communications@usclubsoccer.org. It is the policy of USCS to terminate the user accounts of repeat infringers.

Pursuant to the Digital Millennium Copyright Act, USCS designates the agent below to receive notifications of claimed copyright infringement. If the user reasonably believes that the user's work has been copied in a way that constitutes copyright infringement, please provide to USCS's designated agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that the user claims has been infringed;
- a description of where the material that the user claims is infringing is located on the Website;
- the user's address, telephone number, and email address;
- a statement by the user that the user has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by the user, made under penalty of perjury, that the information included in the user's notification is accurate and that the user is the copyright owner or authorized to act on behalf of the copyright owner.

USCS's designated agent for notification may be contacted at:

US Club Soccer
Attn: DMCA Agent
192 East Bay Street, Suite 301
Charleston, South Carolina 29401
Phone: (843) 614-4140
Email: communications@usclubsoccer.org

USCS has the right to disclose, and the user consents to USCS's disclosure of, the user's identity or other information about the user to any third party who claims that material posted by the user violates their rights, including their intellectual property rights or their right to privacy; and take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website. Without limiting the foregoing, USCS has the right to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or other information of anyone posting any materials on or through the Website. **THE USER WAIVES AND HOLDS HARMLESS USCS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY USCS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER USCS OR LAW ENFORCEMENT AUTHORITIES.**

WEBSITE PROHIBITED USES:

The user may use the Website only for lawful purposes and in accordance with this Policy. The user agrees not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with this Policy.
- To transmit, or procure the sending of, any advertising or promotional material without USCS prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate USCS, a USCS employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm USCS or users of the Website or expose them to liability.

Additionally, the user agrees not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without USCS prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

USER CONTRIBUTIONS:

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons content or materials (collectively, "User Contributions") on or through the Website. User Contributions must in their entirety comply with this Policy and all applicable federal, state, local and international laws and regulations. Any User Contribution the user posts to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, the user grants USCS and USCS affiliates and service providers, and each of their and USCS's respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to the user's account settings. The user represents and warrants that the user owns or controls all rights in and to the User Contributions and has the right to grant the license granted above to USCS and its affiliates and service providers, and each of their and USCS's respective licensees, successors and assigns; and that all of the user's User Contributions do and will comply with this Policy.

USCS is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by the user or any other user of the Website. USCS has the right to take any action with respect to any User Contribution that USCS deems necessary or appropriate in its sole discretion. USCS assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. USCS has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Without limiting the foregoing, USCS has the right to fully cooperate with any law enforcement authorities or court order requesting or directing USCS to disclose the identity or other information of anyone posting any materials on or through the Website. **THE USER WAIVES AND HOLDS HARMLESS USCS AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS**

INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

THIRD PARTIES:

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers and application providers. USCS has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from the user's use of them. These third parties may use cookies or other tracking technologies to collect information about the user when the user uses the Website. The information they collect may be associated with the user's personal information or they may collect information, including personal information, about the user's online activities over time and across different websites and other online services. They may use this information to provide the user with interest-based advertising or other targeted content. USCS does not control these third parties' tracking technologies or how they may be used. If the user has any questions about an advertisement or other targeted content, the user should contact the responsible provider directly.

SECURITY OF INFORMATION:

USCS is committed to the protection of personal data and has implemented measures designed to protect the user's personal data from accidental loss and from unauthorized access, use, alteration and disclosure.

Unfortunately, the transmission of information via the internet is not completely secure. Although USCS does its best to protect the user's personal information, USCS cannot guarantee the security of the user's personal information transmitted to the Website. Any transmission of personal information is at the user's own risk. USCS is not responsible for circumvention of any privacy settings or security measures contained on the Website or the actions of third parties.

USE OF INFORMATION:

USCS uses the information collected about the user or that the user provides to USCS (directly, indirectly or through a third party) including, but not limited to any personal information, to conduct USCS business, to abide by the rules of the U.S. Soccer Federation and to fulfill any other purpose for which the user provides it. By submitting a user's name and likeness to USCS, the user agrees that the name and likeness may be used by USCS or third parties to conduct USCS business or for promotional purposes.

USCS may disclose aggregated information about its users and information that does not identify any individual without restriction. USCS may disclose users' personal information to subsidiaries, affiliates, successors and third parties USCS uses to support its business. USCS may also use the user's information to contact the user about USCS's own and third-parties' goods and services that may be of interest to the user. If the user does not want USCS to use the user's information in this way, the user should not participate in USCS services.

USCS does not control and is not responsible for third parties' collection or use of the user's information to serve interest-based advertising. However, these third parties may provide the user with ways to choose not to have the user's information collected or used in this way. Please see third parties' privacy policies and terms of use for guidance.

USCS may also disclose the user's personal information to comply with any court order, law or legal process, including responding to any government or regulatory request; to enforce or apply this Policy and other agreements, including for billing and collection purposes; or if USCS believes disclosure is necessary or appropriate to protect the rights, property, or safety of USCS, its customers or others.

USCS strives to provide the user with choices regarding the personal information the user provides. USCS has created mechanisms to provide the user with the following control over the user's information:

- Tracking Technologies and Advertising. The user can set the user's browser to refuse all or some browser cookies, or to alert the user when cookies are being sent. If the user disables or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- Where required by law, a user may opt-out of receiving promotional distributions and news from USCS and affiliated third parties by sending USCS an e-mail stating the user's request to communications@usclubsoccer.org.
- Where required by law, a user may request deletion of any personal information submitted to USCS online by sending a request to communications@usclubsoccer.org. However, USCS cannot delete the user's personal information except by also deleting the user's account. Therefore, requesting the deletion of any information may render the USCS services or programs or the Website unusable or inaccessible by the user.

California Notice:

In accordance with California Civil Code Section 1798.83, users of the Website who are California residents may request certain information regarding USCS's disclosure of personal information to third parties for their direct marketing purposes. USCS will comply with reasonable requests, provided such requests are made to USCS in writing at communications@usclubsoccer.org.

CHILDREN'S PRIVACY:

No one under age 13 may provide any information to the Website.

Protecting the privacy of children is extremely important to USCS. The Website is not intended for use by children under 13 years of age without the supervision of a parent. USCS does not knowingly collect personal data from children under the age of 13. If a potential user is under the age of 13, the potential user should not use or submit any personal data (including information about the potential user, including name, address, telephone number, e-mail address or any screen name or username) on or through the Website. If USCS learns personal information from a child under 13 has been collected or received without verification of parental consent, USCS will delete that information.

USCS encourages parents and legal guardians to monitor their children's internet usage and to help enforce this Policy by instructing their children never to provide personal data through the Website without parental consent. If the user has reason to believe that a child under the age of 13 has provided personal data to USCS through the Website without parental consent, please contact USCS at communications@usclubsoccer.org.

WEBSITE DISCLAIMER OF WARRANTIES:

The user understands that USCS cannot and does not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. The user is responsible for implementing sufficient procedures and checkpoints to satisfy the user's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. USCS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT THE USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO THE USER'S USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO THE USER'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE USER'S USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT THE USER'S OWN RISK. THE SERVICES, THE WEBSITE AND THE MATERIALS ON THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, USCS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. USCS DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USCS DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY:

IN NO EVENT WILL USCS, ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USER'S USE OF, OR THE INABILITY TO USE, USCS SERVICES, THE WEBSITE OR ANY WEBSITES LINKED TO IT OR ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT SHALL USCS'S TOTAL LIABILITY TO THE USER FOR ANY CLAIMS, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES) EXCEED THE GREATER OF THE FEES THE USER PAID TO USCS FOR THE PARTICULAR SERVICES FROM WHICH ANY CLAIMS ARISE OR \$10. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION:

The user agrees to defend, indemnify and hold harmless USCS, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to the user's violation of this Policy or the user's use of the Website or USCS content, services and products other than as expressly authorized in this Policy.

MISCELLANEOUS:

This Policy shall be governed by the laws of the State of South Carolina, USA, without regard to conflicts of law principles, and exclusive jurisdiction and venue for any dispute arising out of this Policy shall be the state courts or federal courts located in South Carolina.

No waiver by USCS of any term or condition set forth in this Policy shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of USCS to assert a right or provision under this Policy shall not constitute a waiver of such right or provision.

If any provision of this Policy is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Policy will continue in full force and effect.

Please use the following information to contact US Club Soccer regarding Policy-related inquiries or requests.

Attn: Privacy
US Club Soccer
192 East Bay Street, Suite 301
Charleston, South Carolina 29401

Email: communications@usclubsoccer.org
Phone: (843) 614-4140