

Updated November 19, 2018

Terms of Service

The following terms and conditions ("Terms of Service") govern your access to, and use of, the cbwaterpolo.com website and its mobile applications (the "Service") operated by CB Water Polo, LLC. ("CB Water Polo").

By accessing, browsing, or otherwise using the Service, you agree to be bound by this terms of service and any of the related policies or guidelines, including any subsequent changes or modifications to them. If you do not agree to this terms of service or any changes, do not access or otherwise continue to use this site.

The Site is a general purpose site and are not targeted towards children under the age of thirteen (13). By accessing or using the Site, including by registering an account on a Site, you represent and warrant that you are eighteen (18) years of age or older (or age of majority if higher in your place of residence). If you are under the age of eighteen (18) or age of majority if higher in your place of residence, you should use the Site only with the involvement of a parent or guardian.

License

All copyrighted and copyrightable materials on the Service, including but not limited to the text, design, product information, graphics, images, pictures, sound and other files, and the selection, compilation and arrangement thereof (collectively, "Materials") are property of CB Water Polo, LLC. and/or its licensors.

CB Water Polo grants you a limited license to make personal use of the Service to access and review the Materials for your information purposes only. This license does not include the right to: (a) use the Service or Materials for other than for its intended purpose, including but not limited to any marketing, selling, or other commercial uses; (b) use framing techniques to enclose any portion of the Service, including any images found on the Service or any text or the layout or design of any page or form contained on a page; (c) publish, publicly perform or display, or distribute to any third party any Materials, including reproduction or hosting the Materials on any computer network or broadcast or publications media; (d) make derivative

uses of the Service or the Materials; or (e) any systematic collection or extraction of data through the use of any data mining, robots or similar data gathering or extraction methods. You are not conveyed any other right or license, by implication, estoppel or otherwise, in or under any patent, trademark, or proprietary right of CB Water Polo or any third party. Any unauthorized use of the Service will terminate the permission or license granted by CB Water Polo to you under this Terms of Service and may violate applicable law, including but not limited to copyright laws, trademark laws (including trade dress), and communications regulations and statutes.

Your Liability

You are solely responsible for your activities on our Service, including all content that you submit or a third party submits on your behalf or using your account. You agree to indemnify CB Water Polo and its shareholders, directors, officers, employees, agents, successors and assigns against any and all third party claims, actions, demands, suits and all related losses, liabilities, damages, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by an indemnified party arising out of or related to: (a) any violation of law or regulation from your use of the Service, (b) any actual or alleged breach by you of any obligations, representations, warranties under this Terms of Service, including violations of our Conduct Policy; and (c) any actual or alleged infringement or misappropriation of the intellectual property rights of any third party by all content that you submit or a third party submits on your behalf or using your account.

Furthermore, CB Water Polo takes no responsibility for any damages, injuries or other consequences that occur from you using CB Water Polo content (e.g., skills and practice videos). These videos are there for informational purposes only and you and you alone must decide whether you can safely perform the techniques demonstrated. Many athletic or other active endeavors or hobbies, including those which may be described or shown in the CB Water Polo content, should only be performed under the direction of qualified professionals and using appropriate safety equipment and personnel. You accept all responsibility and release CB Water Polo from any liability arising out of or relating to your use of such content.

Prohibited Conduct

The following non-exhaustive list describes the kinds of illegal or harmful conduct that are prohibited on our Service.

- You agree not to upload, post or otherwise transmit any data that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, known to be false and presented as truth, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- You agree not to upload, post or otherwise transmit any data that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure Codes).
- You agree not to upload, post or otherwise transmit any data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- You agree not to upload, post or otherwise transmit any data that potentially infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person or entity;
- You agree not to upload, post or otherwise transmit any data that is unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- You agree not to use an account name, file or directory name, or third level domain (i.e., aaa.cbwaterpolo.com), or other identifier that infringes or misappropriates any trademark, service mark or other indicia of origin or that is otherwise likely to cause confusion as to the source, affiliation, sponsorship or endorsement of a third party's products or services.
- You agree not to willfully upload any inaccurate data.
- You agree not to attempt to disguise the origin of any content transmitted to the Service.

- You agree not to act in any manner that negatively affects other users' ability to use the Service.
- You agree not to impersonate any person or entity, including, without limitation, a manufacturer or owner of any product, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- You agree not to interfere with the Service, or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
- You agree not to post content that would be harmful to minors in any manner.
- You agree not to intentionally create and/or log in with multiple accounts.

Subject to your compliance with these Terms, We grant you a personal, non-exclusive, non-transferrable, limited privilege to access and use the Service solely for your personal, non-commercial use. This privilege does not include any resale or commercial use of the Service. We may revoke your access and use of the Service at any time (including if you violate these Terms), and nothing herein constitutes a representation that the Service will be available to you for your access or use.

No Warranties

The site, mobile applications, and the materials contained therein are provided on an "as is" and "as available" basis without warranties of any kind, express or implied. You expressly agree that use of the Service, including all content or data distributed by or downloaded or accessed from or through the Service, is at your sole risk. CB Water Polo disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the information, materials, and content on the Service. CB Water Polo does not represent or warrant that materials in the Service are accurate, complete, current, reliable or error-free. CB Water Polo is not responsible for typographical errors or omissions relating to pricing, text or photography. We cannot and do not represent or warrant that the site or its server(s) are free of viruses or other harmful components, including content that is posted by third parties. You should use industry-recognized software to detect and disinfect viruses from any download.

Limited Liability

In no event shall we be liable for any indirect, special, incidental, consequential or punitive damages (including but not limited to loss of use, loss of profits, or loss of data) whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, arising out of or in any way connected with the use of or inability to use this site or the materials therein or resulting from unauthorized access to or alteration of data.

You agree that CB Water Polo's aggregate liability for any actual and direct damages hereunder shall not exceed the amounts you paid to CB Water Polo during the prior 12 month period or \$100. You acknowledge that this is a reasonable allocation of risk for your use of the Service. Some jurisdictions do not allow the limitation or exclusion of certain warranties, conditions or damages, so some of the above exclusions may not apply to you.

Right to Terminate

CB Water Polo reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, or feature of the Service, as well as any aspect pertaining to use of the Service.

Changes to This Terms of Service

CB Water Polo reserves the right to change or modify any of the terms and conditions contained in this Terms of Service, or any policy of the Service, at any time and in its sole discretion. If CB Water Polo decides to change this Terms of Service, it will post a new version on the Service and update the effective date set forth above. Any changes or modifications to this Terms of Service or policy will be effective upon posting of the revisions. Your continued use of the Service following posting of any changes or modifications constitutes your acceptance of such changes or modifications. You should frequently review this Terms of Service and any other applicable policies, including their dates, to understand the terms and conditions that apply.

System and Network Security

You are prohibited from violating the security of any system or network comprising the Service. Such violations may result in criminal and civil liability. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of the Service or to breach security or authentication measures.
- Unauthorized monitoring of data or traffic on the Service.
- Interference with the Service including, without limitation, any type of flooding technique or deliberate attempt to overload a system such as denial of service attacks.
- Forging of any packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.
- Using manual or electronic means to avoid any use or access limitations placed on this Service.

Enforcement

Notwithstanding anything to the contrary in this Conduct Policy, CB Water Polo reserves the right, but does not assume the obligation, to investigate any violation of this Conduct Policy or any other misuse of the Service or its systems, equipment or network. CB Water Polo further reserves the right (each in its sole discretion) to screen, edit, modify, remove or disable access to any content that violates these provisions or that CB Water Polo deems objectionable.

Without imitating the foregoing, and notwithstanding anything contrary in our Privacy Policy, CB Water Polo reserves the right to report any activity, data or persons (including the disclosure of relevant user information) to appropriate law enforcement officials, regulators, or other appropriate third parties if CB Water Polo suspects you have violated this Conduct Policy or any law or regulation. CB Water Polo also may cooperate with appropriate law enforcement agencies to assist in the investigation and prosecution of any illegal conduct.

If you want to report any violations of this Conduct Policy, please contact us at: support@cbwaterpolo.com.