



TRAIN WITH THE PROS

Terms of Use

Effective Date: December 25, 2024

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the <https://www.protouchsoccer.com> website (the “Service”) operated by Pro Touch Soccer Development LLC (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

Purpose of the Site

The purpose of our website is to provide you with information about Pro Touch Soccer Development, our products, services, and partners.

Privacy

Your personal information will be used in accordance with our Privacy Policy. By using our site, you consent to such processing and warrant that all data provided by you is accurate.

Purchases, Fees, Refunds, and Promotions

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase, including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that:

1. You have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase.
2. The information you supply to us is true, correct, and complete.

The Service may employ the use of third-party services for facilitating payment and completing Purchases. By submitting your information, you grant us the right to provide the information to these third parties, including Stripe, subject to our Privacy Policy.

Cancellation and Refunds:

- No refund is available for cancellations made within seven (7) days of a camp start date. A \$20 administrative fee applies to all refunds. Full refunds not subject to the administrative fee may be provided via a gift card or by transferring to a future program.
- Players registered less than seven (7) days prior to camp will be charged an additional \$20 administrative fee.
- Promotional offers are valid only during specified dates and are not retroactive.

Availability, Errors, and Inaccuracies

We are constantly updating product and service offerings on the Service. Despite our best efforts, the information on the Service may occasionally contain inaccuracies, omissions, or errors related to pricing, descriptions, or availability. We reserve the right to correct errors, update information, or cancel orders without prior notice.

Contests, Sweepstakes, and Promotions

Any contests, sweepstakes, or promotions (“Promotions”) offered through the Service are governed by rules separate from these Terms. By participating in a Promotion, you agree to the applicable rules and our Privacy Policy. If a conflict arises between the Promotion rules and these Terms, the Promotion rules will apply.

Username and Password

Certain areas of the website may require registration. You are responsible for maintaining the confidentiality of your username and password. Notify us immediately of any unauthorized use or security breaches.

Intellectual Property

The Service and its original content, features, and functionality are the exclusive property of Pro Touch Soccer Development LLC and its licensors. Unauthorized use of trademarks, copyrights, or any intellectual property is prohibited without prior written consent.

Contributions to Our Website

By submitting any content (text, images, videos, etc.) to our website, you grant us the right to use, reproduce, modify, and distribute it in accordance with our Privacy Policy. You retain ownership of your content but give us a license to use it as described.

Links to Other Websites

Our Service may contain links to third-party websites or services not owned or controlled by Pro Touch Soccer Development LLC. We are not responsible for the content, privacy policies, or practices of third-party sites. We encourage you to review the terms and policies of any site you visit.

SMS

By subscribing to Pro Touch Soccer's SMS communications, you agree to receive text messages regarding program updates, reminders, and promotional offers.

Messaging Frequency:

Message frequency may vary based on your engagement with our services but will not exceed five messages per month.

Fees:

Standard message and data rates may apply. Please check with your mobile carrier for details.

Opt-In and Opt-Out Methods:

- To opt-in, provide your phone number through our secure intake form and check the SMS consent box.
- To opt-out, reply STOP to any SMS message. You will receive a confirmation of your opt-out, and no further messages will be sent.
- For assistance, reply HELP or contact us at info@protouchsoccer.com.

For more information, please review our Privacy Policy

https://protouchsoccer.com/privacy_policy.pdf to understand how your data is collected and used.

Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control, including acts of God, natural disasters, pandemics, terrorism, or governmental restrictions. We will make reasonable efforts to mitigate the effects of such events.

Termination

We may terminate or suspend access to our Service at any time, without prior notice, for any reason, including breach of these Terms. Provisions related to ownership, warranty disclaimers, indemnity, and liability will survive termination.

Indemnification

You agree to indemnify and hold harmless Pro Touch Soccer Development LLC and its affiliates, employees, and agents from claims or damages arising from your use of the Service or violation of these Terms.

Limitation of Liability

Pro Touch Soccer Development LLC is not liable for indirect, incidental, special, or consequential damages, including loss of profits, data, or goodwill, arising from your use of the Service.

Disclaimer

The Service is provided "AS IS" and "AS AVAILABLE" without warranties of any kind. We do not guarantee uninterrupted or error-free operation of the Service.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or liability limitations. In such cases, these exclusions may not apply to you.

Governing Law

These Terms are governed by the laws of California, United States, without regard to conflict of law principles. Any disputes will be resolved in California courts.

Changes to Terms

We reserve the right to modify these Terms at any time. Material changes will be announced at least 30 days before they take effect. Continued use of the Service after changes indicates acceptance of the new Terms.

Contact Us

If you have any questions about these Terms, please contact us:

- **Email:** info@protouchsoccer.com
- **Phone:** (949) 522-3271
- **Address:** 26271 Eva Street, Laguna Hills, CA 92656

These Terms and Conditions were updated on December 25th, 2024, and are effective immediately.