

Terms & Conditions

Last updated: February 27, 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 you 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: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

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

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: program, product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

If you are paying an invoice, the amount is due and payable within 30 days from the date of the invoice, unless otherwise specified.

No refund for cancellation within 7 days of the camp start date. A \$20 Admin fee will be required on all refunds, including any program cancelled due to Covid-19. However, a full refund which is not subject to the admin fee can be provided via a gift card or if transferring to a future program.

Any player who is registered less than 7 days prior to camp will be subject to an additional \$20 Admin fee. Children who leave during the program due to injury or illness will receive a prorated refund, assuming doctors verification is provided.

Refunds and/or pro-rated refunds will not be provided for any virtual programs. All transactions for any of our virtual programs are final.

Any promotional offers are only valid during the specified dates. All purchases or transactions prior to or after a promotional offer cannot be exchanged for retroactive benefit.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mis-priced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We, therefore, reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

Username and password

You may be required to register as a user of our site to be able to access certain areas of the website. In such a case, you will need to provide a username and password when doing so. You must make sure that you keep your username and password confidential and that you do not disclose them to anyone, as you will be responsible for any activity that occurs under your username and password. It is your responsibility to notify us immediately, of any unauthorized use or breach of security, as soon as you become aware of it.

Intellectual Property

The Service and its original content, features, and functionality are and will remain the exclusive property of Pro Touch Soccer Development LLC and its licensors. The Service is protected by

copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Pro Touch Soccer Development LLC.

Contributions to our website

Should you provide any items for the site (including text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant Pro Touch Soccer Development the right and license to use, reproduce, modify, distribute, make available to the public, and exercise all copyright or publicity rights in accordance with any privacy restrictions set out in our privacy policy.

Links To Other Web Sites

Our Service may contain links to our partners and third-party websites or services that are not owned or controlled by Pro Touch Soccer Development LLC.

Pro Touch Soccer Development LLC has no control over and assumes no responsibility for the content, privacy policies, or practices of our partners, any third-party websites, or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Pro Touch Soccer Development LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on or through any such partner or third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Force Majeure

Neither party will be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; the act of God; pandemic; the act of war, hostility, riots, or sabotage; natural disaster; terrorism; epidemic; electrical, internet, or telecommunication outage that is not

caused by the obligated party; government restrictions; or other events outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Pro Touch Soccer Development LLC, and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

Limitation Of Liability

In no event shall Pro Touch Soccer Development LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service & Product is at your sole risk. The Service & Product is provided on an “AS IS” and “AS AVAILABLE” basis. The Service & Product is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Pro Touch Soccer Development LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure, or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components, or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is a material we will provide at least 30 days’ notice prior to any new terms taking effect.

What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about our Terms and Conditions, please contact us:

By email: info@protouchsoccer.com

By phone number: (310) 309-7608

These Terms and Conditions were updated on February 27th, 2024, and are effective as of that date.