



# Terms and Conditions

Owned/operated by LVLUP Player Development Inc

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## Introduction

1. Welcome! You have arrived at [www.lvlupsoccer.ca](http://www.lvlupsoccer.ca) (the "Site"), which is owned and operated by LVLUP Player Development. Terms and Conditions (the "Terms") set forth the rights and obligations applicable to all users of this Site and the Services.
2. PLEASE READ THE FOLLOWING CAREFULLY BEFORE YOU USE OR ACCESS OUR SITE, ENROLL A CHILD INTO ANY PROGRAM OR OTHERWISE PURCHASE OR USE ANY OF THE SERVICES.
3. THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS DISCLAIMERS, LIMITATIONS AND EXCLUSIONS. ACCESS AND USE OF THE SITE AND THE SERVICES ARE PROVIDED BY LVLUP PLAYER DEVELOPMENT OR ANY OF ITS PROVIDERS ON THE CONDITION THAT YOU ACCEPT THESE TERMS. BY ACCESSING OR USING THE SITE OR THE SERVICES (INCLUDING THE PURCHASE OF ANY SERVICES OFFERED ON OR THROUGH THE SITE), YOU AGREE TO THESE TERMS ON YOUR OWN BEHALF AND ON BEHALF OF YOUR CHILD. IF YOU DO NOT AGREE TO ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SITE OR PURCHASE THE SERVICES AVAILABLE ON OR THROUGH THIS SITE AND/OR AS PROVIDED BY LVLUP PLAYER DEVELOPMENT OR ANY OF ITS PROVIDERS. FOR CLARITY, AND WITHOUT LIMITING THE FOREGOING, YOUR CHILD MAY NOT USE ANY SERVICES OR ATTEND, ENROL OR PARTICIPATE IN A PROGRAM OPERATED BY LVLUP PLAYER DEVELOPMENT PROVIDERS UNLESS YOU AGREE TO ACCEPT AND BE BOUND BY THESE TERMS ON YOUR OWN BEHALF AND ON YOUR CHILD'S BEHALF.

## Media Agreement

I grant permission to LVLUP Player Development, hereinafter known as the "Media" to use images (Photographs and/or video) for use in Media publications including:

- Videos
- Email Blasts
- Brochures
- Newsletters
- General Publications
- Website and/or Affiliates
- Social Media sites

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is know to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

#### *CONSENT AND LIABILITY WAIVER RELEASE*

By agreeing to the terms and conditions, I (Parent or Guardian if client is under 18 years old) on behalf of (minor or child under 18)) hereby affirm that I am entering a course of instruction in physical fitness, soccer and performance training. By enrolling in this class I certify that I am cognizant of all of the inherent dangers of physical fitness and soccer activity, and the basic safety rules for activities connected herewith. I understand and agree that neither the class nor its owners, operators, agents, or instructors, including but not limited to Andrew Christophi and Behnam Nasserri may be held liable in any way for any occurrence in connection with my physical fitness and performance or illness, which may result in injury, death, or damages to me or my family, heirs, or assignees. I further acknowledge and forever release Andrew Christophi and Behnam Nasserri in connection directly or indirectly with my physical fitness, training and therapy as result of own negligence, which may result in injury, death or damages to me or my family, heirs, or assignees. In consideration of being allowed to enroll in this course I hereby personally assume all risks connected with the course, and I further release the instructors, program, agents, and operators, including but not limited to the persons mentioned for any injury or damage which may be incurred by me while I am enrolled in the fitness or performance course, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless the program and persons from any claim by me, or my family, estate, heirs, or assignees, arising out of my enrollment and participation I this course. I further state that I am of lawful age and legally competent to sign this aforementioned release; that I understand that the terms herein are contractual and not a mere recital; and that I have signed this document as my own free act. I have fully informed myself of the contents of this aforementioned and release by reading it before I sign it, I have been advised to submit, at my own expense and time, to a medical examination to ensure myself, and assume my own responsibility of physical fitness and capability to perform under the normal conditions of the fitness and therapy program, and am physically fit as tested by a medical examination. I also understand that the owner reserves the right of membership. IN WITNESS WHEREOF, I have executed this aforementioned and release.

#### *COVID-19 Policy*

1. LVLUP Player Development is committed to providing a safe environment for all who attend or participate in our Programs as nothing is more important to us than the health, safety and well-being of you, your family and our employees. We are following the advice of health authorities closely and are adapting our Programs and Premises to provide a safe environment for all of our employees, the children who participate in our Programs, as well as their parents, siblings, and other caregivers. As the COVID-19 situation evolves, so will we.
2. We ask that before registering your child for a Program or attending our Premises that you ensure that you have followed and continue to follow the guidance of public health authorities to ensure that you do not place the other participants in our Programs at risk. Please do not attend, or register your child in, a LVLUP Player Development if you, your child or someone you have recently been in contact with is experiencing COVID-19 related symptoms or if you have not followed the advice of public health authorities. We also ask that you abide by our COVID-19-related practices and procedures while you are at the Premises. We are relying on you to help us protect all participants in our Programs.
3. Please note that due to the nature of the COVID-19 pandemic, all public places carry an element of risk of contracting the virus. Despite our and our Providers' efforts to create a safe environment during our Programs and at our Premises, we cannot guarantee that all persons who participate in our Programs or attend at our Premises are free of COVID-19.
4. By registering your child(ren) for a Program, allowing your children to participate in Program or otherwise attending at our Premises, you accept that you are solely responsible for all risks associated with such participation and

attendance, on your own behalf, on behalf of your child(ren) and any on behalf of any other persons with whom you and/or your child(ren) come into contact.

5. We encourage you to review the most recent guidance and recommendations from public health authorities before choosing register your children for any Programs or attending our Premises.

#### *Privacy*

1. LVLUP Player Development is subject to the Personal Information Protection and Electronic Documents Act (Canada) and applicable Canadian provincial privacy legislation. Privacy laws vary by jurisdiction. You acknowledge and agree that access to the Site and the purchase of any Services through the Site is provided via the Internet and that your information, including personal information (as defined in our Privacy Policy), may be transferred across national borders and stored or processed in accordance with the terms and conditions of our Privacy Policy, which explains how we collect, use and disclose your personal information. These Terms incorporate our Privacy Policy by reference, which can be found at: <https://www.lvlupsoccer.ca/privacy>.

#### *Accounts and Registration*

1. In order to register or enroll your child in a Program or to otherwise use or access the Services, you may need to register and maintain an account (an "Account"). Prior to completing the registration and enrollment process for an Account or to enroll your child in a Program, you will be required to indicate your acceptance of all of the terms and conditions of these Terms. If you do not agree to these Terms, you may not sign up for an Account and will not have the right to enroll your child in a Program.
2. In connection with the creation of an Account and/or your child's registration in a Program, you agree at all times to (i) provide accurate, current and complete information about yourself and your child as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete.
3. You must not provide information that is inaccurate or impersonates any other person, including but not limited to, any of LVLUP Player Development's employees, Providers, other users of this Site or the Services. In addition, you must not provide information that is deliberately confusing or which is offensive, racist, obscene, hurtful, unlawful, or otherwise inappropriate or which breaches the requirements specified in these Terms. You agree that you will not use misspellings or alternative spellings or take any other actions for the purpose of circumventing the foregoing restrictions. You acknowledge and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any reason in our sole discretion.
4. YOU CANNOT TRANSFER YOUR ACCOUNT TO ANY THIRD PARTY OR PERMIT ANY THIRD PARTY TO USE THE ACCOUNT FOR ANY PURPOSE. TO THE EXTENT THAT YOU WOULD LIKE TO PROVIDE YOUR SPOUSE OR ANOTHER LEGAL GUARDIAN OR CAREGIVER OF YOUR CHILD WITH ACCESS TO YOUR ACCOUNT, PLEASE ADVISE YOUR LOCAL PROVIDER. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES AND CHARGES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.
5. You may not use the Account, username, or password of anyone else at any time. You agree to notify us immediately of any unauthorized use, theft or misappropriation of your Account, username, or password. You acknowledge and agree that we hereby disclaim any and all responsibility or liability for any unauthorized use of your Account and shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

### *Programs*

1. The Site may allow you to register your child in certain Programs and/or purchase certain Services. We may amend the Site, Programs and Services listed on the Site at any time for any reason without prior notice to you. We reserve the right to limit the number of Programs and Services available for any reason.

### *Payment*

1. The prices displayed on the Site are quoted in Canadian dollars. Fees for any Services do not include any applicable sales, use, excise, value-added or other taxes or governmental charges, and you shall be responsible for, and shall promptly pay, same. Although LVLUP Player Development will endeavor to provide you with the most accurate information regarding the Services, pricing or typographical errors may occur. In the event that any Services are listed at an incorrect price or with incorrect information due to an error in pricing or other Program or Services-related information, we reserve the right to correct or cancel an order at any time, and/or edit an order to reflect the correction, and/or correct the error on this Site.
2. Payment for the Services must be in full and in advance prior for the player attending a Program. You acknowledge and agree that it is your responsibility to ensure that there are sufficient funds available on your credit card or in your Account to ensure that a Program in which your child is enrolled is paid for in full before your child attends the Program. If an automatic payment fails for any reason, you will be notified and a manual payment will be required to retain your child's place in the Program. You will be solely responsible for any fees or penalties that LVLUP Player Development incur as a result of a late or failed payment
3. You represent, warrant and covenant that if you are purchasing Services on or through the Site, (i) any credit card information you supply to us is true, correct and complete; (ii) charges incurred by you will be honored by your credit card company; and (iii) you will pay the prices, fees and charges incurred by you at the posted prices, including shipping fees and expenses as well as any applicable taxes and/or duties.
4. LVLUP Player Development reserves the right to change the prices of any fees payable for a new or existing Program or Services, in our sole discretion. If the fee for a Program in which your child is registered or for Services you have purchased or plan to purchase are changed, you will be notified of such change through the update of such price(s) on our Site and/or by your local Provider.

### *Refunds and Returns*

(Effective Spring - 2023) Our organization offers a full refund for all registrations 30 days prior to the start of the season, minus a service fee. If a cancellation is requested 1- 3 weeks prior to the start of the season, a refund of 100\$ will be issued. No refunds or credit will be given for cancellations made within one week to the start of the season. Uniforms are not refundable.

#### *Attendance*

1. No credits or refunds will be issued for a missed Program, in whole or in part, except in accordance with these Terms.
2. If your child is unable to attend a Program, in whole or in part due to Covid-19 symptoms; a credit will be issued for the missed sessions only to be used in an outdoor program (Spring or Summer).

#### *Cancellation policy*

1. Some situations may result in your purchase of Services or the enrollment of your child in a Program being cancelled. LVLUP Player Development reserves the right to reject, modify, correct, cancel or terminate any order at any time and for any reason, whether or not such order has been confirmed and/or your credit card has been charged. You will be notified of any rejection or changes to your order at the email address you provide when setting up your Account. If your credit card has already been charged and any portion of your order is rejected, a credit will be issued to your credit card account for the amount of the charge for the portion of your purchase that has been rejected.
2. In the event that a Program is cancelled, in whole or in part, by LVLUP Player Development other than by reason of an "Act of God" as described below, your local Provider will notify you of the cancellation with as much notice as reasonably possible. LVLUP Player Development will not be responsible for any costs or expenses incurred as a result of a customer failing to receive such notification.
3. If all or any part of a Program is cancelled, in whole or in part, as a result of a "Force Majeure Event", including but not limited to, a disruption resulting from extreme weather conditions (including, a heat advisory warning, smog advisory warning, heavy rainfall or thunderstorms, heavy snowfall, fog etc.), strikes, school board closures (including the closing of any fields or other facilities for maintenance or otherwise) terrorist activity, or where local authorities advise that a Program should be temporarily suspended for health or other reasons, then no refunds nor credits shall be given for the cancelled Program.

#### *Personal Use Only*

1. You acknowledge and agree that this Site and any Services purchased on or through this Site or otherwise are for personal use only. You agree that you will not sell, resell or otherwise exploit the Site or the Services for any commercial purpose without the express written authorization of LVLUP Player Development Inc.

#### *Restrictions and Code of Conduct*

1. While using the Site or the Services, you agree to comply with all applicable laws, rules and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the Site and the Services. In addition, without limiting the foregoing, you agree not to:
  - post or upload anything on the Site or do anything at or during any Program (or on the Premises), that (a) is violent, defamatory, abusive, bigoted, obscene, sexually explicit, hateful, harassing, threatening, or an invasion of a right of privacy of another person; (b) illegal or encourages illegal or criminal activities; (c) violates any right of a third party; (d) misleads or attempts to mislead other users or participants by indicating you are an employee, contractor, partner, agent or representative of LVLUP Player Development; or (f) otherwise harms or can reasonably be expected to harm any person or entity;

- attend or have your child attend any Program or the Premises while you or your child is suffering from any contagious illness, disease, injury or anything similar sickness or condition;
  - attempt to attend or have your child attend or participate in any Program that your child is not properly enrolled in or that you have not paid for in accordance with these Terms;
  - enter or attempt to enter restricted areas of our computer systems or Premises and/or perform functions or conduct activities that you are not authorized to perform pursuant to these Terms;
  - bring or attempt to bring any equipment, food, beverages, tools, toys or other materials on to the Premises that could interfere with the Program or the participant's enjoyment of or participation in the Program, including any equipment, food, tools, toys or other materials that may be unsafe, as determined by LVLUP Player Development in our sole discretion. No food or drinks may be consumed or brought on or into the activity areas;
  - attempt to distract or disturb any of the children participating in a Program or the staff or employees running the Program or at the Premises;
  - download, copy, reproduce, republish, upload, post, transmit, modify, distribute or publicly display any of the content contained on the Site or at the any of the Premises, except in accordance with these Terms or as expressly authorized by us in writing;
  - violate, plagiarize or infringe on our rights or the rights of any third party, including copyright, trademark, privacy, contractual or other personal or proprietary rights;
  - attempt to access another user's Account, including, without limitation, attempts to use another user's credentials to create an account on our Site unless you are expressly authorized to do so pursuant to an agency agreement;
  - create multiple Accounts for the purpose of sale or transfer to others, transfer your Account to others, park your Account or those of others, or use another person's Account with LVLUP Player Development;
  - use or attempt to use the Site, the Services or the Premises for any commercial purpose or for the benefit of any third party on in any manner not permitted by these Terms;
  - remove any proprietary notices or labels on the Site or at the Premises;
  - transmit any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, or other form of solicitation through our Site or at the Premises;
  - engage in any conduct which we, in our sole discretion, deem to be detrimental to our interests, including, without limitation, acting or failing to act in a manner contrary to these Terms, or intentionally interfering with the Site, our computer systems, any Program, Services or the proper conduct of business, events or activities at the Premises;
  - collect, store, or attempt to collect or store, any personal information from the Site or from other users without their express permission;
  - impersonate or misrepresent your qualifications or your affiliation with any person or entity;
  - mirror or frame any part of the Site without our express prior written consent;
  - use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site, without our express prior written consent;
  - violate any applicable law or regulation; or
  - encourage or enable any other individual to do any of the foregoing, including your children or any other person responsible for the care and supervision of your children at or during a Program or at the Premises.
2. Engaging in prohibited conduct may subject you to civil liability and criminal prosecution under applicable laws and constitutes a breach of these Terms. If you have reason to believe that another person is using the Site in a way that is harmful to you (e.g., to impersonate or imitate you, or to stalk, bully, threaten, intimidate or otherwise harass you), we urge you to contact your local authorities, or appropriate municipal, provincial, state or federal agencies.

You further acknowledge and agree:

- the parent, legal guardian or other caregiver of each child shall be solely responsible for the child's behavior, welfare and conduct during any Program or at the Premises at all times. At no time should a child be left unattended or unsupervised by a parent, legal guardian or other caregiver during a Program or at the Premises, including at any fields or venues prior to the start or following a Program. Parents or legal guardians should always stay in easy sight of their children;
- parents, legal guardians and other caregivers, as well as the children that they are responsible for supervising at the Premises, including but not limited to the children participating in a Program, will follow all rules, guidelines, regulations and codes of conduct applicable for the Program and at the Premises, as set out in these Terms and/or provided at the Premises by LVLUP Player Development;
- to inform your local Provider of any condition that could affect your child or their capability or capacity to participate in the Program (or any part of the Program). To the extent that your child's condition changes, you must inform your local Provider immediately of any change. We will keep this information confidential.
- to arrive on time for your child's Program and to take any of your litter home with you when you leave. Please let the coaching team know if you have to leave the Program early for any reason to ensure that they are aware of the number of children participating for emergency evacuation purposes;
- to keep children not participating in the Program any other items or equipment (e.g., buggies, strollers, toys, etc.) off or as far back from the activity areas at the Premises at all times. Children who enter the activity areas that are not enrolled in the Program are not covered by our accident insurance if they cause or are involved in an accident;
- to keep noise and other disturbances from the sidelines to a minimum to avoid distracting your child, LVLUP Player Development coaches and staff as well as other participants in the Program;
- all Programs are designed to accommodate the various levels of children's physical, social, cognitive and emotional development and any transfer, promotion or demotion of a child into a different Program based on any or all of these factors will be determined by LVLUP Player Development, in LVLUP Player Development's sole discretion. LVLUP Player Development shall be under no obligation to transfer, promote or demote any child a different Program at the request of a parent;
- ensure your child is wearing the uniform provided and proper footwear for each Program, including appropriate clothing for all weather conditions for Programs that are running outdoors;
- to protect all children attending our sessions, we discourage parents/guardian from taking any photos or videos of the children. Prior to taking a photo or video of any children (other than your own child), please request permission from the parent/ guardian of each of the children to be included in the photo or video. We understand that parents/ guardian would like to capture their child's experience during our sessions in pictures and/or videos, however, all parents/ guardian must be respectful of the privacy of all children and their parents/ guardian that participate in or attend our sessions. LVLUP Player Development will not be responsible for the failure of any person to abide by the photograph and video policy.
- the safety and wellbeing of all children attending any Program or at the Premises is of utmost importance to LVLUP Player Development and LVLUP Player Development will report any suspicious or inappropriate behavior witnessed by LVLUP Player Development staff or employees to the relevant authorities at the time and in the manner as LVLUP Player Development determines is necessary to protect the best interests of the child, in LVLUP Player Development's sole discretion;



- There will be physical contact for the purpose of Program instruction between LVLUP Player Development staff and the children participating in the Program, which will always be carried out in a professional and caring manner; and
3. Without limiting the foregoing rules and restrictions, children and their parents, legal guardians and other caregivers shall behave in a civilized and respectful manner at all times towards each other, LVLUP Player Development's and its Providers' employees and staff, and any members of the public who are on the Premises. In the event that LVLUP Player Development determines that the behavior of a child or their parent, legal guardian or other caregivers to be unacceptable, LVLUP Player Development and its Providers are entitled to exclude the child and their parent, legal guardian and/or other caregiver from the Program and the Premises permanently or for such period of time as LVLUP Player Development determines in its sole discretion. You acknowledge and agree that any children that attend the Premises, regardless of whether or not such children are attending or participating in a Program, shall abide by the code of conduct set out in these Terms. Every child attending or participating in a Program as well as the parent, legal guardian or other caregiver supervising such child during the Program and at the Premises shall arrive promptly for the start of the Program.

#### *Monitoring*

1. We strive to provide an enjoyable experience for our users, so we may monitor any activity on our Site, including in the public discussion areas, bulletin boards, forums, blogs, and elsewhere, to foster compliance with these Terms.
2. PLEASE NOTE THAT WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT: (I) THIS SITE OR ANY PORTION THEREOF, WILL BE MONITORED (E.G. FOR ACCURACY OR UNACCEPTABLE USE); (II) APPARENT STATEMENTS OF FACT WILL BE AUTHENTICATED; OR (III) WE WILL TAKE ANY SPECIFIC ACTION (OR ANY ACTION AT ALL) IN THE EVENT OF A CHALLENGE OR DISPUTE REGARDING COMPLIANCE OR NON-COMPLIANCE WITH THESE TERMS.
3. We generally do not pre-screen any communications, content or other materials before it is posted, uploaded, transmitted, sent or otherwise made available on this Site by users, so you may be exposed to certain communications, content or other materials that is opinionated, offensive, and/or inappropriate, including content that violates the Terms.
4. We have the right, but not the obligation, to delete any communications, content or other materials on this Site at any time without notice or liability to you.

#### *Investigations*

1. You agree that we and our representatives may access your Account and all information and any records related thereto on a case-by-case basis to investigate complaints or allegations of: (i) any breach of these Terms; (ii) infringement of third party rights; or (iii) any unauthorized use of this Site, Programs or the Services. We do not intend to disclose the existence or occurrence of such any investigation unless required by law or if requested by law enforcement officials.

#### *Availability*

1. WHILE WE ENDEAVOUR TO KEEP DOWNTIME TO A MINIMUM, WE CANNOT PROMISE THAT THE SITE OR AVAILABILITY OF THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. WE RESERVE

THE RIGHT TO INTERRUPT/SUSPEND THE SITE OR THE AVAILABILITY OF THE SERVICES, OR ANY PART THEREOF, WITH OR WITHOUT PRIOR NOTICE FOR ANY REASON AND YOU SHALL NOT BE ENTITLED TO ANY REFUNDS OF FEES FOR INTERRUPTION OF THE SITE OR THE AVAILABILITY OF THE SERVICES.

#### *Access to the internet*

2. You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use the Site, and you shall be solely responsible for all charges and fee related thereto.

#### *Currency of the Site*

1. We update the information on the Site periodically. However, we cannot guarantee or accept any responsibility or liability for the accuracy, currency, or completeness of the information on the Site. We may revise, supplement or delete information, Programs, Services and/or the resources contained on the Site and in connection with the Programs and Services and reserve the right to make such changes without prior notification to past, current or prospective users.

#### *Linked websites*

1. The Site may provide links to third party websites for your convenience only. The inclusion of these links does not imply that LVLUP Player Development monitors or endorses these websites. We do not accept any responsibility for such websites. Please be aware that these third party websites are governed by separate terms and conditions and privacy policies. We encourage you to be aware when you click these links and leave our Site. Your use of these third party websites is at your own risk. LVLUP PLAYER DEVELOPMENT 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 THE USE OF OR THE RELIANCE UPON ANY INFORMATION, CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY THIRD PARTY WEBSITES OR LINKED RESOURCES.

#### *Internet, software or computer viruses*

1. Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Site. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Site.
2. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, COMPUTER VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT YOUR USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THE SITE OR YOUR DOWNLOADING OF ANY USER MATERIALS OR OTHER CONTENT OR INFORMATION FROM THE SITE.

#### *Ownership of Intellectual Property*

1. Except for public domain material and the information you submit to the Site (including your personal information such as a photo of your driver's license), all content and material on and/or forming part of our Site from time-to-time, including all text, communications, files, URLs, information, links, graphics, audio, video, animation, logos, trademarks service marks and trade names, and the design and arrangement thereof, source code and software, and any and all accompanying data (collectively referred to as the "Content"), are protected by copyright, trademark

and other laws, and are owned or controlled by Franchisor, its affiliates or its licensors. All rights not expressly granted to you in these Terms are reserved. Except for your use as authorized in these Terms, you may not, directly or indirectly, adapt, republish, display, upload, post, transmit, broadcast, communicate to the public (including by telecommunication), sublicense, sell, reverse engineer, decompile or disassemble, merge with other data, frame in or post on another website, create derivative works from, translate, modify, reproduce, perform, distribute, transfer or otherwise use the Content, in whole or in part, or authorize anyone to do any of the foregoing acts, without Franchisor's express written authorization.

2. The trademarks, service marks or logos displayed on the Site (collectively, the "Marks") are registered and unregistered trademarks of Franchisor, its affiliates or of our licensors. Nothing in these Terms should be construed as granting any license to use any Marks without our express permission or permission from the applicable trademark owner. Unauthorized use of any Marks is prohibited, and may be a violation of federal and international trademark laws. You acknowledge that you do not acquire any rights, title or interest in or to the Marks by using this Site or by using the Marks in the manner authorized by these Terms.
3. We would love to hear from you and welcome any reviews, feedback, comments and suggestions you may have to improve our Site and the Services that LVLUP Player Development offer ("Feedback"). When you submit Feedback through the Site or by contacting us directly at info@lvlupsoccer.ca, you grant to LVLUP Player Development and their respective affiliates, licensees, successors and assigns a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license (under any and all intellectual property rights that you own or control) to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.
4. You further agree that with respect to any Feedback provided by you to us, via email or otherwise, that (i) LVLUP Player Development has no obligation concerning such Feedback; (ii) such Feedback is non-confidential; and (iv) such Feedback is truthful and does not violate the legal rights of others.
5. Without limiting the grant of rights or your obligations with respect to the Content, Marks or Feedback, you acknowledge and agree that by posting, uploading, displaying, performing, transmitting or otherwise distributing any communications, content or other materials to, on or through the Site ("User Materials"), you hereby grant to Franchisor and its affiliates a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license (under any and all intellectual property rights that you own or control) to use, copy, modify, create derivative works based upon and otherwise exploit the User Materials for any purpose. By posting User Materials on the Site, you represent and warrant that you own the rights to the User Materials or are otherwise authorized to post, distribute, display, perform, transmit or otherwise communicate the User Materials and that such User Materials do not violate any applicable laws or the rights of any person or entity.
6. You are solely responsible for obtaining and maintaining any necessary consents or permissions from any third party whose property or information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any User Materials or any communications involving the use of the Site and agree to obtain and maintain all such consents or permissions throughout the term of these Terms, at your sole cost and expense.

#### *Limitation of liability and disclaimer*

1. THE SITE, THE SERVICES AND ANY OTHER MATERIALS OR INFORMATION AVAILABLE ON THIS SITE OR AT THE PREMISES ARE PROVIDED "AS IS", "WHERE IS" AND "WITH ALL FAULTS", WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND EITHER EXPRESS OR IMPLIED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW. LVLUP PLAYER DEVELOPMENT HEREBY DISCLAIMS ALL

REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LVLUP PLAYER DEVELOPMENT DOES NOT REPRESENT OR WARRANT THAT THIS SITE, THE SERVICES OR ANY OTHER MATERIALS OR INFORMATION AVAILABLE ON THE SITE OR AT THE PREMISES WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE.

2. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS SITE, THE SERVICES, AND ANY OTHER MATERIALS OR INFORMATION AVAILABLE ON THIS SITE OR AT THE PREMISES.
3. IN NO EVENT WILL LVLUP PLAYER DEVELOPMENT, ITS PROVIDERS OR ANY OF THEIR RESPECTIVE PARENT ENTITIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, SUPPLIERS, REPRESENTATIVES OR ANY OTHER PARTY INVOLVED PROVIDING THE SERVICES (THE "LVLUP PLAYER DEVELOPMENT PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ANY OR ALL OF THE LVLUP PLAYER DEVELOPMENT PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING IN CONNECTION WITH OR RESULTING FROM: (A) YOUR USE OR INABILITY TO USE THE SITE OR THE SERVICES OR ANY OTHER MATERIALS OR INFORMATION AVAILABLE ON THIS SITE OR THE PREMISES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR AT THE PREMISES; OR (E) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICES OR THE PREMISES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.
4. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR THE SERVICES, OR WITH THESE TERMS OR ANY OTHER POLICY APPLICABLE TO THE SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICES. THIS LIMITATION OF RELIEF IS PART OF THE BARGAIN BETWEEN YOU AND LVLUP PLAYER DEVELOPMENT.

#### *Indemnification*

1. You agree to defend, indemnify and hold the LVLUP Player Development Parties harmless, from and against any and all judgments, claims, demands, awards, losses, liabilities, costs and expenses (including but not limited to reasonable legal fees and disbursements) arising out of or in connection with any claim, demand, action or proceeding brought or threatened against the LVLUP Player Development Parties in connection with or arising out of (a) your use of, access to or misuse of this Site, the Services or any other materials or information available on this Site or at the Premises; (b) your breach or alleged breach of these Terms; (c) your violation of any third party right, including without limitation, any intellectual property, proprietary, contractual, personality or privacy right; (c) any claim that any of your Feedback or User Materials infringe the rights of any third party; (d) any transaction you conduct as a result of a contact linked through or facilitated by the Site; and (e) any use or misuse of your email address, username, account, password for this Site by you or any other person accessing this Site, the Services or any other materials or information available on this Site or at the Premises.
2. You acknowledge and agree that if any of the LVLUP Player Development Parties takes legal action against you as a result of your violation of these Terms, such LVLUP Player Development Party will be entitled to recover from you all reasonable legal fees and disbursements as well as the costs of such action, in addition to any other relief granted to the LVLUP Player Development Party.

### *Governing law*

1. These Terms and your use of our Site and the Services shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute arising under these Terms shall be resolved exclusively by the courts located in the City of Toronto in the Province of Ontario.
2. If any provision of these Terms is deemed unlawful by a court of law, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire agreement between you and us in connection with your use of our Site and the Services.

### *Copyright dispute policy (Canada – Copyright Act)*

1. If you believe that material or content that resides or is accessible on or through the Site infringes a copyright, please send a notice of copyright infringement containing the following information to our designated agent:
  - contact information about the claimant including name, address and other particulars required to communicate with the claimant;
  - identification of the work or other subject matter to which the claimed infringement relates;
  - description of the claimant's interest or rights with respect to the copyright in the work or other subject matter;
  - identification of electronic location of the infringing materials to which the claimed infringement relates, with sufficient detail so that we are capable of finding and verifying its existence;
  - identification of the date and time of the commission of the claimed infringement; and
  - any other information that may be prescribed under applicable laws.

The notice may not contain any of the following:

- an offer to settle the claimed infringement or reference, including by way of hyperlink, to such an offer, request or demand;
- a request or demand, made in relation to the claimed infringement, for payment or for personal information; or
- any other information that may be prescribed under applicable laws.

If the notice is non-compliant with the foregoing requirements, we are not obligated to pass the notice on to the alleged infringer and to otherwise preserve that person's identity for subsequent enforcement proceedings.

2. If a proper bona fide infringement notice is received by the designated agent, it is our policy to (i) remove or disable access to the infringing material; (ii) to notify the content, member or user that it has removed or disabled access to the material; and/or (iii) discipline repeat offenders in accordance with applicable laws, by removing and/or terminating the offender's access to or use of the Site. If the notice is non-compliant with the foregoing requirements, we are not obligated to pass the notice on to the alleged infringer and to otherwise preserve that person's identity for subsequent enforcement proceedings.

Notice of claims of copyright infringement should be provided to our designated agent via email to [info@lvlupsoccer.ca](mailto:info@lvlupsoccer.ca) or via mail to the following address:

LVLUP Player Development, 101 Railside Rd.

### *Term and Termination*

1. We may, from time to time, but is in no way obligated to, permit you to access and use the Site in accordance with these Terms and in the manner more particularly set out herein. You acknowledge and agree that access to the

Site and Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and that we shall not, in any event, be responsible to you in any way should you be unable to access the Site at any time or from time to time.

2. We may, in our sole discretion, at any time and from time to time, without notice, suspend or terminate your Account, your right to use the Site or your purchase of Services. Upon termination of your Account, your right to use the Site or your purchase of any Services, you shall immediately cease and desist from all use of your Account, the Site and purchase of Services.

#### *Suspensions*

1. Without limiting the termination above, we reserve the right to suspend your Account and/or your access to the Site and/or our Services immediately, with or without notice to you, and without liability to you, if we, in our sole discretion, believe that:
  - you have violated or otherwise breached these Terms;
  - any information provided by you is untrue, inaccurate, not current or incomplete; or
  - you, or any other parties, are obtaining unauthorized access to our Site or any other systems or information of LVLUP Player Development.

These suspensions will be for such periods of time as we may reasonably determine is necessary to permit the thorough investigation of such suspended activity.

#### *Modification of these Terms*

1. We may make changes to these Terms from time to time, for any reason, in our sole and absolute discretion. The most recent version of these Terms will be posted at <https://www.lvlupsoccer.ca/termsandconditions> and we recommend that you regularly review the most recent version of the Terms. If the changes that we make include material changes that affect your rights and obligations, we will notify you in advance of the changes by reasonable means as required by applicable laws. You agree that these Terms and your agreement to accept these Terms supersedes any prior agreements and will govern your entire relationship with LVLUP Player Development, including but not limited events, agreements and conduct preceding your acceptance of these Terms. YOUR CONTINUED USE OF THIS SITE AND/OR THE SERVICES PROVIDED BY LVLUP PLAYER DEVELOPMENT AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE AMENDED TERMS.

#### *General*

1. These Terms are not assignable, transferable or sub-licensable by you except with our prior written consent. We may assign, transfer or convey these Terms to a third party without notice to you. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.
2. No waiver of satisfaction of a condition or non-performance of an obligation under these Terms is effective unless it is in writing and signed an authorized representative of LVLUP Player Development. Unless expressly granted

in writing and signed by an authorized representative of LVLUP Player Development, no waiver will extend to any subsequent non-satisfaction of a condition or non-performance of an obligation under these Terms, whether or not of the same or similar nature to that which was waived. No waiver will affect the exercise of any other rights or remedies under these Terms. Any delay or failure in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will affect further exercise of any right or remedy

3. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
4. Subject to any additional terms and conditions presented to you at the time of such purchase of the Services, these Terms set out the entire agreement between us relating to the subject matter herein and supersede and any all prior or contemporaneous written or oral agreements between us.

*Void where prohibited by law*

1. If you are located in a jurisdiction where it is forbidden by law to purchase the Services or offered on or through the Site or to participate in activities in connection with the Site, you may not enter or use the Site or purchase any Services. By using this Site, you are explicitly stating that you have verified that your use of this Site and purchase of the Services is permitted under the applicable laws of your jurisdiction.
2. The Site is not intended for use by individuals under the age of majority. If you are under the legal age of majority in your jurisdiction of residence or if you are under the age of majority in the location from which you are accessing the Site, please exit the Site and do not attempt to purchase any Services offered on or through the Site.

*Questions and contact information*

If you have any questions, concerns or suggestions regarding these Terms, the Site or the Services please contact your local Provider. If you require further assistance, please contact us at [info@lvlupsoccer.ca](mailto:info@lvlupsoccer.ca).