

Terms And Conditions Of Use

Contributed by Administrator
Wednesday, 21 March 2007
Last Updated Wednesday, 13 June 2007

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE SITE.

- 1. Acceptance:** Your access to and use of this website ("Site") is subject to the following terms and conditions and all applicable laws. By accessing and browsing this Site, you accept, without limitation or qualification, these Terms and Conditions Of Use and acknowledge that any other agreements regarding the use of this Site between you and Smart Sport International ("SSI") are superseded and of no force or effect. If you do not agree to all of these Terms and Conditions of Use, do not use the Site!
- 2. Revisions:** SSI may revise and update these Terms and Conditions by updating this posting at any time. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms and Conditions to which you are bound.
- 3. Medical Information:** The contents of the Site, such as text, graphics, images, information obtained from SSI's licensors, and other material contained on the Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. It is not a substitute for a medical exam, nor does it replace the need for services provided by a medical professional. **SHOULD YOU HAVE A MEDICAL CONDITION, PROMPTLY SEE YOUR OWN MEDICAL DOCTOR OR HEALTH CARE PROVIDER.** Never disregard professional medical advice or delay in seeking it because of something you have read on the Site! Reliance on any information provided by SSI, SSI employees, others appearing on the Site at the invitation of SSI, or other visitors to the Site is solely at your own risk.
- 4. Use Of Content:** You may freely browse the Site, but you may only access, download or use information from this Site, including any text, images, audio, and video (the "Information") for your own personal, non-commercial use. SSI authorizes you to view or download a single copy of the material on the Site solely for your personal, noncommercial use if you include the following copyright notice: "Copyright © 1992 - 2007, Smart Sport International." and other copyright and proprietary rights notices that are contained in the Content. You may not distribute, modify, transmit, reuse, repost, or use the Information for commercial purposes, without written permission of SSI. Any special rules for the use of certain software and other items accessible on the Site may be included elsewhere within the Site and are incorporated into these Terms and Conditions by reference.

You should assume that everything you see or read on this Site is copyrighted unless otherwise noted and may not be used except as provided in these Terms and Conditions or in the text on the Site without the written permission of SSI. The Content is protected by copyright under both United States and foreign laws. Title to the Content remains with SSI or its licensors. Any use of the Content not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice in the editorial discretion of SSI. All rights not expressly granted herein are reserved to SSI and its licensors.

The SSI site is licensed under a Creative Commons Attribution-Noncommercial-No Derivative Works 3.0 License.

If you violate any of these Terms and Conditions, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

- 5. Trademarks/Proprietary Rights:** You should assume that all product names appearing on this Site, whether or not appearing in large print or with the trademark symbol are trademarks of SSI. This Site may also contain or reference

patents, proprietary information, technologies, products, processes or other proprietary rights of SSI and/or other parties. No license to or right in any such trademarks, patents, trade secrets, technologies, products, processes and other proprietary rights of SSI and/or other parties is granted to or conferred upon you.

6. Disclaimer of Liability: The Site and the content are provided on an "as is" basis. SSI, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing, SSI, its licensors, and its suppliers make no representations or warranties about the accuracy, reliability, completeness, currentness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the Site.

In no event shall SSI, its licensors, its suppliers, or any third parties mentioned on the Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not SSI is advised of the possibility of such damages. SSI is not liable for any personal injury, including death, caused by your use or misuse of the Site, Content, or Public Areas (as defined below). Any claims arising in connection with your use of the Site, any Content, or the Public Areas must be brought within one (1) year of the date of the event giving rise to such action occurred.

SSI DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY ASPECT OF HEALTHCARE ADMINISTERED WITH THE AID OF CONTENT AVAILABLE ON THE SITE.

When using the Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of SSI and its suppliers. Accordingly, SSI assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site.

7. Link Disclaimer: We provide links to web sites operated by other parties. The links are provided for your convenience only. We are not responsible for the content and performance of these sites. We will endeavor to inform you when you are leaving this Site that the terms of use and privacy policy of the third-party site may be different. However, SSI accepts no liability for links from us to others, and in particular we are not responsible for the accuracy or legality of the content thereof. We accept no liability deriving from a breach or omission in the privacy policies of third parties. Use of linked sites is strictly at your own risk including any risks associated with destructive viruses.

SSI has not reviewed any or all of the third-party websites which contain links to this Site and is not responsible for the content of any such off-site pages or any other sites linked to the Site. If you wish to link your website to this Site, you may only link to the home page. You may not link to any other pages within this Site without the prior written consent of SSI.

8. User Submissions: The personal information you submit to SSI is governed by the SSI Privacy Policy. To the extent there is an inconsistency between this Agreement and the SSI Privacy Policy, this Agreement shall govern.

You agree that you will not upload or transmit any communications or content of any type to the Public Areas that infringe or violate any rights of any party. By submitting communications or content to the Public Areas, you agree that such submission is non-confidential for all purposes. You agree that you will not send or transmit to SSI by email, (including through the email addresses listed on the "Contact Us" link) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to SSI by email, you agree such submission is non-confidential for all purposes.

If you make any submission to a Public Area or if you submit any business information, idea, concept or invention to SSI by email, you automatically grant—or warrant that the owner of such content or intellectual property has expressly granted SSI a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. SSI may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Public Areas or to SSI by email.

9. Member To Member Areas (“Public Areas”): If you use a Public Area, such as a chat room or bulletin board, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the Public Areas. SSI is not responsible for the consequences of any communications in the Public Areas. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.

In consideration of being allowed to use the Public Areas, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

1.
Using a Public Area for any purpose in violation of local, state, national, or international laws;
2.
Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
3.
Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by SSI in its sole discretion;
4.
Posting advertisements or solicitations of business;
5.
After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);
6.
Posting chain letters or pyramid schemes;
7.
Impersonating another person;
8.
Distributing viruses or other harmful computer code;

9.

Harvesting or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments; consent;

10.

Allowing any other person or entity to use your identification for posting or viewing comments;

11.

Posting the same note more than once or "spamming"; or

12.

Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area or the Site, or which, in the judgment of SSI, exposes SSI or any of its customers or suppliers to any liability or detriment of any type.

SSI reserves the right (but is not obligated) to do any or all of the following:

1.

Record the dialogue in public chat rooms.

2.

Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).

3.

Remove communications which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.

4.

Terminate a user's access to any or all Public Areas and/or the Site upon any breach of these Terms and Conditions.

5.

Monitor, edit, or disclose any communication in the Public Areas.

6.

Edit or delete any communication(s) posted on the Site, regardless of whether such communication(s) violate these standards.

SSI reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. SSI has no liability or responsibility to users of the Site or any other person or entity for performance or nonperformance of the aforementioned activities.

10. Information You Supply To Us: SSI has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your SSI passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your SSI account and password; (3) promptly inform SSI of any need to deactivate a password. You grant SSI and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. SSI cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using SSI tools and services. Except for information covered by our Privacy Policy, any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and nonproprietary. Anything you transmit or post becomes the property of SSI or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, SSI is free to use, without compensation to you, any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

11. Notice And Take Down Procedures (Copyright Agent): If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting SSI's copyright agent (contact information to be found at "Contact Us" on this site) and providing the following information:

1.

Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.

2.

Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.

3.

Your name, address, telephone number and (if available) e-mail address.

4.

A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

5.

A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury, you are the copyright owner or are authorized to act on the copyright owner's behalf.

6.

A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, SSI maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

12. Consequences: If we become aware that you have violated any of the terms and conditions contained in this Legal Statement, we may immediately take corrective action, including preventing the user from using the services offered by SSI and removing any information, data and content put on the Site by the user, at any moment and without notice. If we have been injured by your violation we may, in our sole discretion, seek to recover damages from you.

13. Indemnity: You agree to defend, indemnify, and hold SSI, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

14. General: Smart Sport International is based in Austin, Texas, in the United States of America. SSI makes no claims that SSI and the Content are appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

15. Jurisdiction: You expressly agree that exclusive jurisdiction for any dispute with SSI, or in any way relating to your use of the Site, resides in the courts of the State of Texas and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Texas in connection with any such dispute including any claim involving SSI or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers. These Terms and Conditions are governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

16. Complete Agreement: Except as expressly provided in a particular "legal notice" on the Site, these Terms and Conditions and the SSI Privacy Policy and Agreement constitute the entire agreement between you and SSI with respect to the use of the Site, and Content.

Thank you for your cooperation. We hope you find the Site helpful and convenient to use!

Questions or comments regarding this website, including any reports of non-functioning links, should be submitted using info@smartsport.info or via U.S. mail to SSI at PO Box 26161, Austin, TX 78755. We try to answer every email in a timely manner but are not always able to do so.

© 2006 Smart Sport International/Allan Besselink.