

WEBSITE TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use ("Agreement") is a legal agreement between you and Global Sports Institute LLC, 19390 Collins Ave, Sunny Isles, FL

33160 (hereinafter referred to as "Website Owner"), the owner and developer of Website (gsi.institute, including any subdomains, such as volleyball.gsi.institute, pickleball.gsi.institute, and elev8.gsi.institute.) By registering for any service provided on Website you become a client ("Client") and you agree to be bound by all of the terms (the "Terms") set forth in this Agreement as long as you remain a Client. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT REGISTER FOR ANY WEBSITE SERVICE. The Terms are subject to change at any time, effective upon notice to you.

BY CLICKING THE "I AGREE" BUTTON BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. THE MOST CURRENT VERSION OF THE TERMS, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO <https://gsi.institute/policies/>. WEBSITE RESERVES THE RIGHT TO CHANGE THE TERMS AT ANY TIME AND WITHOUT NOTICE TO YOU.

- 1. Limitations of Liability and Indemnification.** By using any services provided by Website, you agree that in no event will Website, Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your accessing the website and using any of the services available. Your sole remedy for any breach or default of this Agreement by Website or Website Owner shall be a return of any fees paid to Website or Website Owner for any services provided under this Agreement. You indemnify and agree to defend and hold harmless Website, Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of Website, including any breach by you of the Terms contained in this Agreement.
- 2. Responsibility for Use of Website.** You understand and agree that you are solely responsible for your actions and decisions to meet other people who you meet online by virtue of the services provided on Website. You understand that Website and Website Owner do not perform psychological testing or background checks on the individuals who may use the Website services. You understand and agree that you must take all reasonable precautions before meeting others through the service provided by Website, which includes, but is not limited to: exchanging e-mail first before giving out any personal information and meeting in a public place.
- 3. Do Not Rely on Website.** Opinions, advice, statements or other comments should not necessarily be relied upon and are not to be construed as professional advice from Website or Website Owner. Website and Website Owner do not guarantee the accuracy or completeness of any of the information provided, and are not responsible for any loss resulting from your reliance on such information.
- 4. Warning re: Offensive Information.** It is possible that other Website clients will post or send obscene or offensive materials on the site or to you via e-mail. It is also possible that by using your e-mail address, other people may, through other means outside the control of Website, have access to personal information about you. Website, Website Owner, its employees, agents, affiliates, licensees and web hosting services are not responsible for these transmissions or for the release of such information by others about you.

5. **Right to Monitor.** Website and Website Owner reserve the right, but are not obligated, to monitor materials posted in any public area and shall have the right to remove any information deemed offensive by our staff. Notwithstanding the foregoing, you remain solely responsible for your use of any information contained on the site.
6. **Confidentiality.** It is agreed that all personal information given to Website or Website Owner, will be kept confidential by Website and Website Owner, with the following exceptions: (1) basic biographical information (i.e. age, sex, race) will be posted with your user ID for others to view; (2) you actively chose to post your personal information for others to see; (3) you send a message to another client, which will disclose your e-mail address to that client or (4) you have harassed another person via any service provided by Website, in which case the confidentiality clause contained in this Agreement is rendered null and void.
7. **Ownership, Copyrights, Trademarks, Licenses.** Website and Website Owner own and retain all proprietary rights to the Website service, its trademarks and copyrights. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information of Website and Website Owner. By posting information to Website and Website Owner you represent that you have the right to grant permission for use by Website and Website Owner.
8. **No Warranties.** Website and Website Owner provide the Website services on an "as is" basis and do not make any warranty, express, implied, limited or other with respect to the services provided. Specifically, Website and Website Owner do not warrant that the service will always be available, be uninterrupted, be error free, meet your requirements, or that any defects in the services will be corrected.
9. **Jurisdiction.** This Agreement or any dispute arising from this Agreement is governed by the laws of Florida, without regard to provisions of conflicts of law. Any lawsuit arising from or related to this Agreement shall be brought exclusively before the United States Southern District Court for the Florida, and you hereby consent to the jurisdiction of any such court.
10. **Severability.** If any provision is found to be invalid, the remaining provisions will be in full force and effect.
11. **Certification.** You certify that you are at least 18 years of age and that your answers to the registration materials on Website will be truthful. In accessing and using Website, you understand and agree that basic information concerning you, given to Website, will be published on the web-site for others to view along with your User ID. Your name, address and e-mail address are kept confidential, except where provided above.
12. **Entire Agreement.** This Agreement constitutes your entire Agreement with Website and Website Owner with respect to any services.
13. **Waiver.** The failure of Website or Website Owner to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website or Website Owner must be in writing and signed by an authorized representative of the Website Owner.

You further understand and agree that clicking or pressing on the "I agree" is the electronic equivalent of a written signature on this document.

[I agree]

[I do not agree]