

Please read these Terms of Service ("Terms") carefully as they contain the legal terms and conditions that you agree to when you use YSPN.NET and derivative sites on which these Terms are posted (collectively, "the Service" or "the Site").

By using our Service you agree to be bound by Part A of these Terms which contains provisions applicable to all users of our Service, including casual visitors. If you choose to register as a member of, you will be asked to check a box to indicate such.

Part A: Provisions applicable to all Users of the Service (Whether Registered or Not)

1. Operator

This Service is operated by YSPN.NET, a company incorporated under the laws of the State of Georgia.

YSPN.NET is also referred to in these Terms as "we" and "us".

2. Purpose of the Service

YSPN.NET provides the service of enabling registered users (coaches and families) to have access to related information as it pertains to their direct association via youth sports organization, division, league, sport, and team.

3. Availability

YSPN.NET uses reasonable endeavors to ensure that the Service is available 24 hours a day 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of YSPN.NET. Every reasonable step will be taken by us to minimize such disruption where it is within the reasonable control of YSPN.NET. **You agree that YSPN.NET shall not be liable to you for any modification, suspension or discontinuance of the Service. You are responsible for creating backups of any content you post to the Service.**

4. Privacy

We have a firm commitment to safeguarding your privacy. Please review YSPN.NET's [Privacy Policy](#). The terms of our privacy policy are incorporated into, and considered part of, these Terms.

5. Trademarks

All brand, product and service names used in this Service which identify YSPN.NET or third parties and their products and services are proprietary marks of YSPN.NET and/or the relevant third parties. Nothing in this Service shall be deemed to confer on any person any license or right on the part of YSPN.NET or any third party with respect to any such image, logo or name.

6. Copyright

YSPN.NET is, unless otherwise stated, the owner of all copyright and database rights in the Service and its contents. You may not publish, distribute, extract, re-utilize or reproduce any such content in any material form (including photocopying or storing it in any medium by electronic means).

7. External Links

From time to time YSPN.NET may provide links that will take you to other, third party websites. These links are provided for your convenience. If you decide to access linked websites you do so at your own risk. We do not endorse or take responsibility for the content on other websites or the availability of other websites and you agree that YSPN.NET is not liable for any loss or damage that you may suffer by using other websites.

8. Applicable Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Georgia. Any disputes arising under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the state and federal courts of the State of Georgia.

9. Disclaimer of Warranty and Limitation of Liability

THE SERVICE, YSPN.NET'S SITES AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, YSPN.NET DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THIS SERVICE. WE DO NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SITE OR THE SERVERS THAT SUPPORT IT WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY CONTENT RELATED TO PRODUCTS ON THIS SITE.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY DIGITAL CONTENT OR FILM IMAGE TO YSPN.NET, AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR CONTENT OR IMAGE OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. **YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR DIGITAL CONTENT.**

EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING PARAGRAPH, TO THE FULLEST EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE YSPN.NET'S SITE OR THE SERVICE, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE OR THE SERVICE, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE OR THE SERVICE OR PRODUCTS OFFERED ON THE SITE, EVEN IF YSPN.NET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, YSPN.NET'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL IN NO EVENT EXCEED \$100.00.

10. Conduct

You agree not to use the Service:

- a. for any unlawful purposes;
- b. to upload, post, order for print, email or otherwise transmit or communicate any material that is obscene, offensive, blasphemous, pornographic, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;

- c. to harm minors in any way, including, but not limited to, content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
- d. to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- e. to attempt to upload images by any method to another user's account without permission
- f. to upload, post, email or otherwise transmit any material which is likely to cause harm to YSPN.NET or anyone else's computer systems, including but not limited to that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to the Service which may cause any defect, error, malfunction or corruption to the Service;
- g. for any commercial purpose;
- h. to transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- i. to impersonate any person or entity, or otherwise to misrepresent your affiliation with a person or entity; or
- j. to collect, intercept or harvest screen names, to collect, intercept or store personal data about other users of the Service or to solicit or attempt to discover a user's password, screen name or other registration information without the user's express knowledge and consent.

You further agree that you shall not:

- k. interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service;
- l. provide any information to YSPN.NET that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose; or
- m. resell the Service or any portion of the Service.

11. Indemnification

You understand and agree that you are personally responsible for your behavior in connection with the Service. You agree to indemnify, defend and hold harmless YSPN.NET, affiliated companies, joint venturers, business partners, licensors, employees, agents and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (a) images or other content you post to the Site or submit through the Service, (b) use or misuse of the Service by you or any other person who accesses the Service using your account, (c) any violation of these Terms of Service or (d) any violation of any rights of a third party.

12. General

These Terms constitute the entire agreement between YSPN.NET and you with respect to your use of the Service. YSPN.NET's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more rights or provisions contained in these Terms is invalid, you agree that the remainder of the Terms shall be enforceable.

Part B: Additional Provisions Applicable to Registered Members and Customers

In addition to the provisions of Part A of these Terms, the following provisions shall apply to registered members and customers of the Service.

13. Registration

You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this

information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders.

14. Password

When you register as a member you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You must notify YSPN.NET immediately of any unauthorized use of your password or if you believe that your password is no longer confidential. We reserve the right to require you to alter your password if we believe that your password is no longer secure.

15. Image Rights, Sharing and "Favorites"

YSPN.NET does not claim ownership rights in any image contained in your account.

16. Responsibility for Your Images

You are responsible for all of the images you upload, share or copy using the Service. You must either own all right, title and interest in and to the copyrights in the images or have express permission from the copyright owner to copy and use such images for all purposes related to the Service, and the images may not violate or infringe upon the rights (including other intellectual property rights, privacy, moral or publicity rights) of others. Professional images that are provided to you by professional photographers or made available through websites, magazines, books or other resources, are protected by copyright and should not be uploaded, shared or copied using the Service.

17. Monitoring of Content

YSPN.NET does not control the content of members' accounts and does not have any obligation to monitor such content for any purpose. You acknowledge that you are solely responsible for all content and material you provide to the Service.

18. Suspension and Termination of Access and Membership

You agree that YSPN.NET may at any time without notice:

- a. refuse to accept your application to become a member;
- b. move, change, or suspend any part of the Service;

Privacy Statement for YSPN.NET.

We at YSPN.NET have a firm commitment to safeguarding the privacy of our registered users. This page will inform you about our information gathering and dissemination practices for YSPN.NET and all of our services.

YSPN.NET is also referred to in this Statement as "we" and "us".

Your Personal Information

YSPN.NET only uses your personal information to conduct business with you. Your personally identifiable information will not be rented, sold or shared with any third party, except as described in this Privacy Statement or as otherwise agreed by you. YSPN.NET may disclose information it has collected from any member of the Service and/or content any member has made available on the Service when it believes in good faith that the law or legal process requires it, or when it is necessary to do so to protect the rights or property of YSPN.NET or others.

We may change this Privacy Policy without notice from time to time. Please visit this page for updates and changes. Regardless of later changes or updates, YSPN.NET will not use your information in a new way without first providing you with an opportunity to opt-out.

Also, if you have not already done so, please click here to review the [Terms of Service](#) that govern your use of the Service. Our privacy policy is considered part of the Terms of Service.

Information We Collect and How We Use It

Information You Explicitly Provide

In order to establish your account you will be asked to provide certain personally identifiable information to us, such as your name, mailing and email address, and phone number. We will use that information to process and communicate with you.

We use aggregate non-personal information (i.e. information that does not include personally identifiable data) for statistical analysis of user behavior, product development, content improvement and marketing, promotional and advertising purposes. We may also make that aggregate non-personal information available to select third party partners.

IP Address

We analyze IP addresses in the aggregate for system administration purposes and to gather broad demographic information. We do not link IP addresses to your computer's User ID.

Your Copyrights

YSPN.NET respects the intellectual property rights of others. We claim no ownership rights in any image contained in any of your photo albums and will not share your images unless instructed by you or otherwise required by law.

Security

The Service has security measures in place to protect the loss, misuse and alteration of the information under our control. We have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Except as otherwise stated in this Privacy Statement, access to that data is limited to authorized YSPN.NET staff members and is further restricted by password protection mechanisms.

Other Sites; Contact Information

Links to Other Sites

This site may contain links to other sites. YSPN.NET is not responsible for the privacy practices or the content of such other websites.

Copyright Policy

Ownership

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