



Data Services Terms of Use

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ACCEPTANCE OF TERMS

The Ohio Valley Region, Inc. ("OVR") makes this web site (the "Site"), including all information, documents, files, text, images, and software available through the Site (collectively, the "Materials") and all services operated by the OVR through the Site (collectively, the "Services") available for your use subject to the terms and conditions set forth in this document and any changes to this document that the OVR may publish from time to time (collectively, the "Terms of Use").

By accessing or using this Site in any way, including but not limited to use of any of the Services, downloading of any Materials, or merely browsing the Site, you agree to and are bound by the Terms of Use.

The OVR reserves the right to change the Terms of Use and other rules or policies posted on the Site, at any time and at its sole discretion, and will provide notice of material changes on the home page of the Site. Your continued use of the Site, or of any Materials or Services accessible through it, after such notice has been posted constitutes your acceptance of the changes. Your use of the Site will be subject to the most current version of the Terms of Use, rules, and policies posted on the Site at the time of such use. You should periodically check the "Terms of Use" link on the Site's home page to view the then-current terms. If you breach any of the Terms of Use, your authorization to use this Site automatically terminates, and any Materials downloaded or printed from the Site in violation of the Terms of Use must immediately be destroyed.

INTELLECTUAL PROPERTY: LIMITED LICENSE TO USERS

The Materials and Services on this Site are protected by copyright and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Site may violate such laws and the Terms of Use. The OVR grants to its registered members the right to use the Materials and Services offered through the Site for the purpose of supporting participation in OVR-sanctioned activities. Except as expressly provided herein, the OVR does not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site, its Materials, or its Services or their selection and arrangement, except as expressly authorized herein. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.

USE OF MATERIALS AND SERVICES

Except as indicated to the contrary elsewhere on this Site, you may view, download, and print Materials available on this Site subject to the following conditions:

1. The Materials may be used solely for the purpose of supporting volleyball.
2. The Materials on the Site may not be distributed or sold, rented, leased, or licensed to others.
3. You may not remove any copyright or other proprietary notices contained in the Materials.
4. The OVR reserves the right to revoke the authorization to view, download, and print the Materials available on this Site at any time, and any such use shall be discontinued immediately upon notice from the OVR.
5. The rights granted to you constitute a license and not a transfer of title.

Exceptions: Various sections of the Site, such as photo galleries, showcase the work of creative professionals. Such works belong to their creators, may be protected by copyright or other proprietary laws, and are for display purposes only. Accordingly, you may not download or print these works unless there is a notice associated with the work expressly permitting such uses.

When using Services on this Site, you shall be subject to any posted rules, policies, or licenses applicable to such Services and to the Terms of Use. Such rules, policies, or licenses may contain terms and conditions in addition to those in the Terms of Use.

LICENSE TO THE OVR FOR USER CONTENT

Certain Services offered through this Site accommodate or require content submitted by users ("User Content") of the Site. By submitting content, you grant the OVR a license an unrestricted, worldwide, irrevocable, royalty-free, non-exclusive license to use, reproduce, display, modify, transmit, and distribute such content, including content that includes your name or names of members in your organization (e.g. in your Club or Team), phone and/or e-mail contact information, and other personal information as necessary, subject to the OVR Privacy Policy.

RESTRICTIONS ON CONTENT AND COMMUNICATIONS

The OVR reserves the right to delete or remove User Content from the Site and to restrict, suspend, or terminate your access to all or part of this Site, at any time if we have cause to do so (including, without limitation, our good faith belief that you have violated the Terms of Use), without prior notice or liability. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, harassing, libelous, offensive, defamatory, obscene, or pornographic materials, or other materials that would violate any law or the rights of others, including, without limitation, laws against copyright infringement, and rights of privacy and publicity. Violation of these restrictions may result in denial of or limitations on access by you to this Site.

Personal contact information appearing on the Site, i.e. names, phone numbers, and e-mail addresses, is provided solely for supporting OVR-sanctioned activities and, at the OVR's sole discretion, other activities relevant to the growth of volleyball. You may not use names, phone numbers, or e-mail addresses obtained from the Site for any purpose other than communications necessary for Ohio Valley Region participation and operation, as detailed in the Terms of Use. You may not solicit business, contributions, or information not relating to OVR participation from individuals listed on the Site by mail, telephone, or other means.

The OVR may, but is not obligated to, monitor or review any areas on the Site where users transmit or post User Content, including but not limited to areas where Services are available, forums, and mailing lists. Other mechanisms should be used for communications that are to be confidential.

The OVR is not liable for any User Content that violates under the laws of copyright, libel, privacy, obscenity, or otherwise, nor is the OVR liable for misuse, loss, modification, or unavailability of any User Content.

USER CONDUCT

In using the Site, including all Services and Materials available through it, you agree:

1. not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked sites
2. not to upload, post, or otherwise transmit through the Site any viruses or other harmful, disruptive, destructive, or misleading files
3. not to create a false identity
4. not to provide your identity to others
5. not to use or attempt to use another's identity or service

6. not to disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any Services, Materials, system resources, accounts, servers, or networks connected to or accessible through the Site or any affiliated or linked sites.

You are responsible for damages resulting from all uses of your Account, whether actually or expressly authorized by you, unless access to your account number, account name, and/or password was obtained through no fault or negligence of your own.

LIABILITY FOR LISTED EVENTS

The Site is a vehicle for advertisement of numerous OVR-sanctioned events, including but not limited to the OVR Juniors' Tournament Schedule, OVR Men's and Women's Tournament Schedule, and Sanctioned Tryouts, and the OVR itself is not a promoter of those events unless explicitly designated as such. For each event, the individual who applied for sanction and to whom said sanction was granted is solely responsible for said event. The OVR disclaims liability for all events for which the OVR is not the promoter.

The Site also serves as a vehicle for advertisement of other volleyball-related ("Non-Sanctioned") events, which are advertised at the sole discretion of the OVR. The OVR disclaims liability for all Non-Sanctioned events.

ADVERTISEMENTS

For the purpose of the Site, an Advertisement is any reference to a commercial interest other than a Club or Team registered within the OVR. All Advertisements on the Site must be negotiated in writing through the OVR. Users are prohibited from posting any Content containing Advertisements that have not first been approved in writing by the OVR. Users are also prohibited from using the mailing lists provided on the Site for distributing any Content containing Advertisements that have not first been approved in writing by the OVR. The OVR maintains sole discretion for determining what constitutes an Advertisement.

The OVR may display Advertisements in context with User Content. Selection and placement of Advertisements is at the OVR's sole discretion.

LOCAL LIMITATIONS ON USE

The Site is controlled, operated, and administered by the OVR from its offices within the Ohio Valley Region. The OVR makes no representation that the Site, or the Services or Materials available through it, are appropriate or available for use at other locations, and access to the Site from territories where the Site or any of its Services or Materials are illegal is prohibited. From wherever you access the Site, you are responsible for compliance with all local laws.

PRIVACY POLICY

The OVR will collect no personal information about you when you visit the Site unless you choose to provide that information. However, various non-personal data, including but without limitation, the Materials and Services you access, your IP address, and your browser and operating system, is collected to assist in assessing Site usage and in optimizing the Site.

If you choose to provide us with personal information, by signing in to your Account, by sending e-mail to the OVR, or through the Site's Services, that information will be used as appropriate, at the sole discretion of the OVR, to deliver the requested Services or to address the need presented.

If you are a member of the OVR, your registration information is displayed on the Site on a limited basis, commensurate with each member's registration type. If you register as a Club Director or Team Representative, your name will appear on the Site with your club's or team's listings, and if you include your phone numbers or e-mail addresses, those will be displayed on the Site. If you register as any other member type, your name will be displayed on the Site in context with your club's or team's roster. If you participate in other capacities, including without limitation, officiating, obtaining certification as an official, junior official, coach, or club director, your name will be displayed in the appropriate context(s) on the Site. For all registration types, additional information is available through the Site on a need-to-know basis, including but not limited to authenticated OVR staff, Tournament Directors, Club Directors (for their own Clubs), and Team Reps (for their own Teams). Because your OVR registration includes a USA Volleyball membership, your registration information will be securely transmitted to USA Volleyball. Your name, postal address, and e-mail address may also be distributed to OVR partners, who are selected, solely by the OVR, for their relevance to the OVR's interests.

The OVR constantly strives to protect each Member's privacy. However, errors may occur in what information is displayed or its content, and the OVR and its directors, employees, and other representatives shall not be liable under any circumstance for any damages arising from display of Member information on the Site.

Your browser must be enabled to accept cookies in order for you to Authenticate.

THIRD PARTY SERVICES AND SITES

In addition to the Materials and Services offered by the OVR, this Site also makes available materials, information, and services provided by third parties (collectively, the "Third-Party Services"). The Third-Party Services are governed by separate license agreements that accompany such services. The OVR offers no guarantees and assumes no responsibility or liability of any type with respect to the Third-Party Services, including any liability resulting from incompatibility between the Third-Party Services and the Materials and Services offered by the OVR. You agree that you will not hold the OVR responsible or liable with respect to the Third-Party Services or seek to do so. You are responsible for reviewing the Terms of Use and the Privacy Policy for any Third Party Services that you use or Third Party Site that you visit.

WARRANTIES AND DISCLAIMERS

Except as expressly provided otherwise in a written agreement between you and the OVR, this Site, and all Materials and Services accessible through this Site, are provided "As Is", without warranty of any kind, either express or implied, including, but without limitation, the implied warranties of merchantability or fitness for a particular purpose and the warranty of non-infringement. Without limiting the foregoing, the OVR makes no warranty that the Services and Materials will meet your requirements, or that the Services and Materials will be uninterrupted, timely, secure, or error-free, that the results obtained from the use of the Services or Materials will be accurate or effective.

This Site could include technical mistakes, inaccuracies, typographical errors, and obsolete Materials and Services. The OVR may revise Materials and Services available on this Site at any time and without notice. You understand and acknowledge that the OVR does not control, endorse, or accept responsibility for any content, products, or services offered by Users or other Third Parties through the Site. You understand and

acknowledge that the Site is a vehicle for advertisement by many Third Parties, and that the OVR itself is not a promoter of those Third Parties' events.

The use of the Services and Materials available on the Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. The OVR assumes no liability for any computer virus, worm, or other similar software that is downloaded to your computer from the Site or in connection with any Services or Materials offered through the Site. No advice or information, whether oral or written, obtained by you from the OVR or through or from the Site, shall create any warranty not expressly stated in the Terms of Use.

Some states and jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to 90 days.

LIMITATION OF LIABILITY

In no event, including without limitation, negligence, shall the OVR, its directors, officers, employees, partners, or suppliers be liable to you or to any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, including without limitation, those resulting from loss of use, data, or profits, whether or not the OVR has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of or the inability to use this Site, its Services, or its Materials, the statements or actions of any User or Third Party on or through the Site, any dealings with other Users or Third Parties, any unauthorized access to or alteration of your transmissions or data, any information that is sent or received or not sent or received, any loss of data, any Services through the Site that are not available or interrupted, or any web site or Third Party materials or services referenced or linked from the Site.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the limitations and exclusions set forth above may not apply to you.

INDEMNITY AND LIABILITY

You agree to indemnify and hold the OVR, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by

any third party due to or arising out of content you submit, post to, or transmit through the Site (including, without limitation, any User Content, communications, or computer viruses), your use of the Site, your connection to the Site, your violation of the Terms of Use, or your violation of any rights of another person or entity.

GENERAL

The Terms of Use and other rules, policies, licenses, and disclaimers posted on the Site constitute the entire agreement between the OVR and you with respect to your use of the Site. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by the OVR to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect.