Terms of use

IMPORTANT: READ THIS CAREFULLY! YOUR ACCESS TO FINDBBALL.COM IS SUBJECT TO THE FOLLOWING LEGALLY BINDING TERMS OF USE. CAREFULLY READ THE FOLLOWING BEFORE PROCEEDING. ACCESSING FINDBBALL.COM OR CREATING A PROFILE ON FINDBBALL.COM IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES THAT YOU HAVE READ THESE TERMS OF USE AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE EXIT THE WEBSITE.

1. Agreement

This Terms of Use (“the TOU”) is an Agreement between you, the person accessing Findbball.com (along with all of its contents hereinafter the “website”), creating a profile on the website (“You”), and/or regarding your use of the website. You agree that this Agreement, executed in electronic format shall be as effective as a written, signed and sealed contract.

2. Definitions

“organization” shall mean any group of persons whether a corporation, partnership, society or other similar body consisting of one or more than one person.

“content” shall mean any communication, or sharing or posting of information of any kind done through the website.

“the company” shall mean Findbball.com and it’s proprietor(s)

3. Effective Date

You agree that the effective date of this Agreement is the date when you gain access to the website for the first time, either by filling out the profile information and clicking on the join button or by accessing the website, and viewing website contents without joining.

4. Consideration

You agree that you are accessing a website that is good and valuable consideration for this Agreement, and you further agree that it is sufficient consideration.

5. Updating of this Agreement

You also agree that the Findbball.com, in its sole discretion, may update the TOU without notice to you and such further updates will be binding upon you.

6. Code of Conduct

You agree to the Code of Conduct as follows, and as amended from time to time:

You agree that you will keep your password confidential and not allow anyone to use it to access the website and you understand that you alone will be liable for any unauthorized use of your account and that the company will not be liable;

You understand that the website is primarily about sharing information regarding basketball courts and pick-up games within an online community. With that in mind you agree that you will not use the website to harass or cause distress to anyone in any form in any way, including but not limited to using the website to post anything including take part in harassing acts or actions or behavior. You agree that you will not use the website to post messages, photographs, video recordings, audio recordings, or anything else, which contains defamatory, outrageous, or abusive comments, or anything else similar;

You agree that you will not use the website to post bigoted, racist, or offensive messages, photographs, video recordings, audio recordings or anything else similar;

You agree that you will not use the website to post pornographic or obscene messages, photographs, video recordings, audio recordings or anything else similar;

You agree that you will not use the website to conduct any tortious, wrong or illegal comments or activity;

You also understand that the website allows you to post content onto the website and that you bear full responsibility, whether legal or otherwise for any postings made by you onto the website;

You agree that you will not use the website to infringe the rights of any person or organization, including but not limited to privacy rights, property rights (including intellectual property rights or other), or any other rights of any person or organization;

You agree that you will not use the website in any manner which is dishonest, fraudulent, or which violates any law or regulation, whether criminal or other;

You agree that you will not use the website to spread any malicious code, including but not limited to a computer virus, worm, trojan horse or any similar software or action with potential to cause harm to the website, the company, or to anyone else in any way;

You agree that you will not impersonate any person or organization including, but not limited to, a company officer, or falsely state or otherwise misrepresent your affiliation with any other person or organization;

You agree that you will not provide false or misleading information in your application to create a profile with the website;

You agree that you are only allowed to create one profile on the website. You further agree that any personal identifying information you post publically on this website is voluntary and is not mandated; you therefore assume all risk associated with voluntarily provided personal identifying information. You will have opportunities to post private messages or contact people individually. You agree that Findbball.com can remove any identifying information in your profile, or anywhere else on the website in Findbball.com’s sole discretion.

7. License

You grant Findbball.com a license to display, sell, or use in any way it deems fit any information or materials posted by you on the website, provided it is original material created by you (as long as it does not include identifying information or information covered under the Privacy Policy).

8. Eligibility

You agree and understand that the website is designed for use by those 18 or older. Anyone under the age of 17 is not permitted to use the website. By signing up on this website you warrant that you are at least 17 years of age.

9. Screening of Content

You agree and understand that Findbball.com in its sole discretion may elect to screen, delete, edit or pre-screen content on the website. You understand that this does not impose an obligation on the company but is a right to be exercised in the company’s sole discretion. You understand that these rights include, but are not limited to, the right to remove any content or anything else that violates the TOU or is otherwise designated for removal by the company in its sole discretion.

10. Disclosure of Information

You agree that the company may access or disclose any of your information or content on the website, provided it is done in compliance with the company’s privacy policy where feasible, if necessary or in good faith believed necessary to: comply with any court order or process of law, enforce the TOU, respond to any complaint that any third party rights of any persons or organizations have been affected, respond to your concerns, queries, or contacts with the company or safeguard the rights of any website user or the company or any third party.

11. Non-reliance on information

You understand that this website is for entertainment only. You agree not to rely upon any information or advice used on the website and do so entirely at your own risk. Though the website works hard to have accurate maps, the accuracy of the maps provided is not in any way warranted, and the website makes no representations as to the quality or reliability of the maps. You use the maps on the website on an as is basis entirely at your own risk.. The website does not warrant the availability of the site or the data at any time, and as such you access it entirely at your own risk.

Because the company does not screen or analyze maps input into the system, the company does not warrant the safety of the basketball courts or maps found on its site. Conditions change, maps change and hazards change in any activity, and basketball courts on the site may include hazards both man-made and natural. As such any maps used from the site are used at your own risk.

12. Your indemnities

You agree to fully indemnify and hold harmless the company and its directors, officers, employees, agents, representatives and anyone or any else or any other organization acting for the company, harmless from any claims, actions, costs, expenses or demands, (such claims, actions, costs, expenses or demands including but not limited to legal costs on a solicitor and his own client basis, or if that is found unreasonable by the courts then on a party-party basis) made by any third party or by you relating to, or arising from, any type of content you communicate, write, post, transmit or otherwise make available on the website, or through using the website, through your violation of the TOU or your violation of any other rights of anyone else (including any organization) in any way.

You agree to fully indemnify and hold harmless the company and its directors, officers, employees, agents, representatives and anyone or any else or any other organization acting for the company, harmless from any claims, actions, costs, expenses or demands, (such claims, actions, costs, expenses or demands including but not limited to legal costs on a solicitor and his own client basis, or if that is found unreasonable by the courts then on a party-party basis) made by any third party or by you with regard to your use of the website.

You agree and understand that the company relies upon the information provided to it by its users; it cannot verify if a user is who they say they are. Given this fact you access the website at your own risk, and you meet people through the website and communicate with them at your own risk and further you agree to indemnify and hold harmless the company from any claims, actions, costs, expenses or demands, (such claims, actions, costs, expenses or demands including but not limited to legal costs on a solicitor and his own client basis, or if that is found unreasonable by the courts then on a party-party basis) including those based on any tort or wrong or anything else known to law, which happens upon you meeting or contacting any user of the website for any reason. To further clarify you agree that the company is in no way responsible for anything that happens to you upon meeting any other user of the website; you do so at your own risk .

13. Security of Information

You understand and agree that given the nature of the internet there is no way for the company to guarantee that any information you share with the website, including but not limited to personal information and transactions you have with this website or on the internet in general will remain or be maintained in confidence and secure. You acknowledge that your use of this website and your access to it and its contents is done at your own risk.

14. Linked websites

You understand that this website may contain links to other websites (the “linked websites”). You agree and understand that the company does not assume any responsibility for anything on the linked websites, including but not limited to the accuracy or veracity of the content, postings, information, data, opinions, advice, statements or anything else contained at the linked websites. When you go to the linked websites you do so at your own risk. In providing links to other websites the company does not monitor or control such websites. A link to another website does not mean that the company is affiliated or associated with the same. The mention of another party or its product or service on this web site should not be construed as an endorsement of that party or its product or service. You agree to fully indemnify and hold harmless the company and its directors, officers, employees, agents, representative and anyone or any else or any other organization acting for the company, harmless from any claims, actions, costs, expenses or demands, (such claims, actions, costs, expenses or demands including but not limited to legal costs on a solicitor and his own client basis, or if that is found unreasonable by the courts then on a party-party basis) made by you relating to, or arising from your use or access to the linked websites.

15. Warranties; use at your own risk; no liability

The company is not liable for any representations whether explicit or implied contained within the website.

You understand and agree that you bear all risks associated with the website. You also understand that access to the website is provided on an as is basis with no warranties of any kind.

The parties agree that the company is not liable for any indirect damages or loss of profits, inaccuracy, incompleteness or timeliness of the website, viruses, worms, or any other malicious or harmful code or any data corruption or anything similar downloaded or transferred via the website.

The parties agree that the company is not liable for any damages which result to anyone, including you or any third party or organization, including for the transmission, use or inability to use the website.

16. Assignment

You understand and agree that you cannot assign this Agreement or any of your rights to access the website to any third party. You understand that the company retains the right, in its sole discretion, to assign any or all of its rights and duties under this Agreement or to the website to any third party. In the discretion of the company, if the company’s obligations hereunder are assigned to a third party, the company shall be relieved of any and all obligations under this Agreement, including liability (if any).

17. Changes to Website

You understand and agree that the company reserves the right, in its sole discretion, whenever and however it chooses, to change, delete, or discontinue the website or any part thereof for however long that the company elects, with or without prior or after the fact notice to you. You further agree that the company shall not have any liability either to you or any third party for any such change, deletion or discontinuance of the website.

18. Discretionary termination of accounts

You agree that the company retains the right to, in its sole discretion, without prior or after the fact notice to you, erase, delete and terminate your access to the website, your account, and all of your information stored on the website. You understand and agree that what constitutes cause for the aforementioned erasing, deletion and termination is completely within the discretion of the company. You further understand and agree that such cause may include, but not be limited to: a termination carried out at your request, any breach of the TOU or any other contracts, rules, using the website to promote a competitor or using the website to advertise something not preapproved by the Company, or for any reason the company deems fit in its sole discretion; if you have lengthy periods of inactivity on the website or if your account has lengthy periods of inactivity; upon the request of governmental or law enforcement organizations, including but not limited to court orders of any kind; if incidental or part of any changes or deletions made to the website, or if the website is shut down; if you fail to pay any money owed or make good any debt owed to the company or any third party in relation to the website; if incidental or related to planned or unplanned technical problems with the website or security problems, or any other sort of problems; if your account has been used for or you have been involved in fraudulent or illegal acts or omissions;

You understand that erasing, deleting and terminating of your website access and account includes but is not limited to: (a) taking away of your ability to access all services or parts of the website (b) deactivation of your password or passwords and anything related to it or them; c) deletion of files and content associated with or inside of your account (or any part thereof), and d) barring further use by you of the website.

You agree that all erasing, deleting and terminating of your website access shall be done at the company’s discretion. You also agree that the company shall have no liability to you or any third party for any erasing, deleting and terminating of your website access, or of your account information.

You agree that if the company terminates your account or informs you that you are banned from the website for any reason you understand that you are from that point barred permanently from accessing the website, and you agree that you will be liable in damages in trespass for each and any subsequent occasion that you access the website, and you agree that for any subsequent trespasses you will be liable in damages and you agree that injunctive relief obtained by the company will be appropriate.

19. Advertisers

You agree and understand that if you have any contact of any form with any advertisers found by way of or through the website, then such contact, whether by way of contract of sale or purchase, or any other contract or agreement of any kind have nothing to do with the company. If things do not work for whatever reason out in any such dealings, you bear the sole risk, and you further understand that the company bears no liability, whether to you or to any third party by reason of such contact.

20. Limitation of Liability

You hereby remise, release and forever discharge the company and the company’s agents, servants, employees, officers, directors, officials and representatives of and from any liabilities, claims or causes of action, including but not limited to costs, or damages, or interest of any kind, which you have had, now have or may hereafter have as a result of any cause, matter, or thing which has occurred or shall occur, arising in any way out of your use of the website, including but not limited to negligence or any other action or inaction which causes you or any third party damage to the person, or to property, or any injury or damage of any kind, howsoever caused. You waive and agree to be estopped from asserting anything against the company whether in contract, tort or equity or in any other doctrine of law. You further agree that this release constitutes a full and complete defense to any actions which you may bring against the company at any time.

21. No waiver

You agree and understand that though the company may elect not to enforce compliance with any term under this TOU that does not constitute waiver or mean that the company is estopped from asserting that term.

22. Governing Law

You agree that this Agreement shall be governed by the applicable laws of the companies residing state.

23. No use of copyrighted material

You agree you will not post copyrighted information or material of any sort on this website. You agree that you will not copy any member’s postings without first seeking their permission.

24. Severability

You agree that if any clause or term within this TOU is severed for illegality or any other reason that the remaining terms continue to have full force and effect.

25. Entire Agreement

You agree and understand that this is the entire Agreement between you and the company relating to your use of the website.