

## **Website Terms and Conditions Updated July 10, 2024**

This website is owned and operated by Parrish Community High School Booster Association, INC [PCHS Athletic Boosters]. The Parrish Community High School Booster Association INC is recognized by the Internal Revenue Service as a 501(c)3 organization. EIN 84-2729662. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information regarding activities by PCHS Athletic Boosters. This site also collects donations solely for the use and support of PCHS Athletic Boosters. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

### **Refund policy**

Thank you for supporting the Parrish Community High School Booster Association. The Parrish Community High School Booster Association INC is recognized by the Internal Revenue Service as a 501(c)3 organization. EIN 84-2729662. Refunds are only granted in exceptional circumstances, when submitted in writing within 30 days of purchase date. Refunds will only be returned using the original payment method.

### **Retention of right to change offering**

We may, without prior notice, change the services and/or events listed; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

### **Ownership of intellectual property, copyrights and logos**

The website and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of PCHS Athletic Boosters. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

### **Right to suspend or cancel user account**

We may permanently or temporarily terminate or suspend any users access to the service or website without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time subject to the refund policy. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

### **Indemnification**

You agree to indemnify and hold PCHS Athletic Boosters] harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

### **Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall PCHS Athletic Boosters be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

### **Right to change and modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

### **Promotional emails and content**

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls

or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

### **Preference of law and dispute resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the state of Florida and the United States of America without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Manatee County, Florida. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

### **Customer support details & contact information**

For any information regarding this site and the organization, please contact the Parish Community High School Booster Association, INC at [athleticboosters.PCHS@gmail.com](mailto:athleticboosters.PCHS@gmail.com)