

## **Ronin Registration Terms of Service**

Welcome! The following policies and terms govern your use of Ronin Registration (the “Service”) and any registrations you make through the Service.

**By accessing and using the Service, you agree to the following terms (“Terms”). You also agree that any disputes between you and us will be resolved by arbitration.**

1. **About the Terms.**

- These Terms and any offers, policies and supplemental terms serve collectively as a contract between you and Ronin Registration, LLC (“we,” “us” or “our”). The Terms are in electronic form and have the same force and effect as an agreement in writing.
- We may change these Terms from time-to-time. The changes take effect after we post or provide notice of the changes. If you do not agree to the changes, you must discontinue your use of the Service. Otherwise, your continuing use of the Service signifies your agreement to the changes.
- We may in our discretion change or discontinue the Service at any time and without liability to you.
- You may not access or use the Service where prohibited by law.

2. **About the Service.** The Service offers a platform in which (a) organizers and planners of events can offer, promote and collect registrations for their events (“Directors”) and in which (b) users can register for such events (“Participants”) via the Service. The Service functions as a passive intermediary in which Directors can enter into agreements directly with Participants for the pro motion and registration of events.

3. **We are an Intermediary.** You understand and agree that:

- We are not a party to any registration. We do not sponsor or co-sponsor any events and we are not affiliated with any Director.
- We are not a party to any agreement between a Director and Participant, and we are not responsible if a Participant or Director violates these Terms.
- If you are a Director, your sole remedy regarding the performance of any transaction is with the Participant, and if you are a Participant, your sole remedy for any breach by a Director is against the Event Manger.

4. **Users.** The following terms apply to all users:

- You must be at least 18 years of age to use the Service.
- You agree to provide us with true and accurate registration information about yourself or your organization and you agree to keep the information up-to-date.
- You agree you will never divulge, share, or give access to your account information and password to any other person for any reason.
- We may terminate your access to the Service if you provide us with false or incomplete information.
- We may collect, use and share your information as described in our Privacy Policy.

5. **General Rules.** You agree that when you access and use the Service:

- You will not engage in any misleading conduct;
- You will comply with all laws and regulations;
- You will not violate the rights of others, including, the copyrights, trademarks, patents or privacy of another;
- You will not attempt to gain unauthorized access to the Service;
- You will not impersonate anyone else;
- You will not harass or interfere with other users' access to the Service;
- You will not submit materials that are obscene, abusive or contain hate speech;
- You will not transmit viruses or other malicious code;
- You will not use the Service to facilitate the sending of spam or other unsolicited communications;
- You will not reproduce, duplicate, frame, copy, sell or exploit for any commercial or other purposes all or any portion of the Service;
- You will not directly or indirectly interfere with the servers or networks connected to the Service;
- You will share or post content only if you have the rights to do so; and
- You will not data mine or scrape our computer systems or data bases for purposes of copying our databases, our list of users or other information;
- You assume all consequences if you elect to post information about yourself in public areas of the Service; and
- You will not disclose personal information about another person in an area on the Service that can be viewed by the public without the express permission from that person.

We may take any legal, equitable or technical remedy if you violate these Terms, including without limitation, suspending your access to the Service.

6. **Terms for Directors.** The following, additional terms apply to you if you are an Director:

- The Service gives you the ability to offer to the public the opportunity to register for sporting events sponsored by you.
- Registrations for events through the Service create a contract between you and the Participant. You are responsible for honoring your contract terms. You agree to indemnify us for any claim by a Participant or third party if you violate these terms or breach any of your event registration agreements with a Participant.

- You must open a separate account for each team or organization that you manage.
- You represent and warrant to users, Participants and us that you have full rights and authority to offer and sponsor an event.
- You represent and warrant to us that you have authority to agree to these terms on behalf of an organization.
- You will obtain all permits, licenses and insurance necessary to provide an event.
- You must provide a clear and accurate description of the event and its location.
- You are responsible for providing any cancellation terms.
- You agree to pay the processing fee to promote an event as provided in our then-current fee schedule.
- You agree to the terms and conditions of our processing schedule.
- You authorize us to collect payment for each registration and disburse funds, less our commission rate and any sales tax, if any, as detailed in our FAQs. You agree to our then-current commission rates for the Service. You are solely responsible for withholding, reporting and remitting correct taxes based on your payments you earned through the Service. We specifically disclaim any liability for taxes.
- You are not entitled to promote an event until you have opened a payment account that is designated and/or approved by us.
- We are not liable to you if we are unable to submit payments because you have closed your payment accounts, moved, or if you failed to update or provide complete information to us. You understand and agree that any unclaimed funds may be subject to state escheat laws.
- We may remove any offer for an event for any reason and at any time.

7. **Terms for Participants.** The following, additional terms apply to you if you are a Participant:

- You are accepting an offer and entering into a registration contract for an event directly with the Director and not us. We are not responsible if a Director fails to provide the event and services to you. Your sole remedy is to obtain recourse from the Director.
- You agree to pay for any events in which you register through the Service. You must submit payment at the time you make a reservation.
- You must provide us with a payment method for all registrations. You must keep your payment information up-to-date. You authorize us to charge the payment method you provide to us for the purchase of any Service.
- You are responsible for obtaining all contact information from the Director to register for an event. You agree to abide by these Terms and any terms and conditions imposed by the Director.
- You agree to indemnify us for any claim made by another user, Director or third party if you violate these Terms, an Director's terms and conditions, or any applicable ordinance or law.

- We are not responsible to verify the availability or location of any event. This is a matter directly between you and any Director.
- You agree that you register for an event “AT YOUR OWN RISK.” We are not liable to you for any damages or injuries that you incur by participating in an event.

8. **Your content.** We may give you the opportunity to post and share reviews, comments, and other content on the Service. If so, you grant us a universal, non-exclusive, perpetual license to display, use, adapt, modify, syndicate, create derivative works, promote and distribute your content on the Service and through other channels. You also agree that we may use any feedback you provide to us without any compensation to you.

9. **Monitoring.** We have no duty to you or others to monitor the Service for violations of these Terms, although we reserve the right to do so. We may refuse to publish, and may remove any content from the Service at any time and for any reason.

10. **License grant.**

- Subject to these Terms, we give you a personal, limited, revocable, non-transferable, non-assignable and non-exclusive license to access and use the Service for your individual use and subject to these Terms.
- You have no right to redistribute, sublicense, license or resell the Service or any content from the Service to others.
- The Service is a “commercial item” as the term is defined in 48 C.F.R. § 2.101.

11. **Proprietary rights.** Copyright and other intellectual property laws and treaties protect the content and applications offered by or through the Service. You may not modify, adapt, or create derivative works from the Service. You may not remove proprietary notices. You may not help anyone else to do any of the things prohibited in this paragraph.

12. **Disclaimer.** WE PROVIDE THE SERVICE “AS IS.” WE DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS.

13. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OUR OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, VENDORS, LICENSORS, DISTRIBUTORS, CUSTOMERS OR WE HAVE ANY LIABILITY TO YOU FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES.

14. **Indemnification.** Upon a request by us, you agree to defend, indemnify, and hold harmless us and our employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of the Service. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

15. **Termination.**

- You may terminate your account at any time by discontinuing your use of the Service.
- We may terminate your account without liability to you if we reasonably believe you are violating these Terms.

- You remain liable for payment of any purchases that you make prior to termination of your account.

16. **Disputes.**

- You agree that Virginia law shall govern these Terms.
- Any dispute or claim relating in any way to your use of the Service, or to any products or services sold or distributed by us will be resolved by binding arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to this agreement.
- You understand that there is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.
- To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Ronin Registration, 2500 Treehouse Drive, Woodbridge, VA 22192. The American Arbitration Association (AAA) will conduct the arbitration under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.
- We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
- You agree that any dispute arises under these Terms must be resolved before a court of competent jurisdiction in Fairfax County, Virginia. YOU CONSENT TO JURISDICTION IN VIRGINIA FOR ANY CLAIM.

17. **General Terms.**

- You and we are independent contractors of each other; these Terms do not create a partnership, agency or joint venture relationship.
- These Terms constitute the entire agreement regarding your use of the Service.
- You may not assign your account or obligations to anyone else.
- If any provision under these Terms is deemed unenforceable, the remaining terms stay in effect.
- Sections 8 and 12 through 18 survive termination of these Terms.
- You agree to transact with us electronically. We may send you notices about the Service electronically, such as, by email. You may save or [print these terms](#) if you wish to retain a copy. You will need Internet access with a standard browser and a printer connected to your device to print a copy of these Terms.

## 18. Copyrights.

If you are a copyright owner, or are authorized to act on behalf of an owner of the copyright or of any exclusive right under the copyright, and believe that your work has been copied in a way that constitutes copyright infringement, please submit a notice by providing our designated copyright agent listed below with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identify in sufficient detail the copyrighted work that you believe has been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identify the material that you claim is infringing the copyrighted work listed above and that is to be removed or access disabled, and information reasonably sufficient to permit us to locate the material;
- Provide information reasonably sufficient to permit us to contact you, including a name, address, telephone number and email address;
- If possible, provide information sufficient to allow us to notify the owner/administrator of the allegedly infringing content;
- Include the following statements:
  - "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
  - "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- Sign the notice; and
- Send the notice to:

Ronin Registration  
Copyright Notice  
2500 Treehouse Dr.  
Woodbridge, VA 22192  
Email: [help@roninregistration.com](mailto:help@roninregistration.com)

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