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While the Company uses reasonable efforts to include accurate and up-to-date information in the Site, the Company makes no warranties or representations as to its accuracy. The Company assumes no liability or responsibility for any errors or omissions in the content of the Site.

Forums

A “forum” means any message board, chat room, user review forum or other interactive service appearing on any of the Sites and includes both public boards and private folders.

- You must register in accordance with instructions that you will find on the Sites in order to contribute to any forum.
- You may not post on any forum, or send to any other forum user or our staff, any material that is abusive, vulgar, threatening, harassing, libelous, defamatory, obscene, invades a person’s privacy, violates any intellectual or other property rights, or that would otherwise violate any law.
- You may not use any forum in a commercial manner.
- You may not post material that solicits funds, or that advertises or solicits goods or services. You may not post material known to be false.
- You may not post or transmit any information, software or other material that contains a virus or other harmful component.
- We are not responsible for material appearing in any forum on the Sites, except for material signed by one of our identified representatives.
- We are not responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason.
- We retain, however, the right to modify or remove messages or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, stale, or otherwise unacceptable.
- We also reserve the right to edit materials for any other reason. Whether or not we modify or remove such material, users remain solely responsible for the content of their messages or postings.
- By posting on the Sites, you grant (or warrant that the owner of such rights has expressly granted) us and/or relevant affiliated companies the worldwide, perpetual, nonexclusive right to use your questions, comments, and postings, in their original or edited form, in television programs, books, articles, commentaries, or in any other medium now known or later developed.
- You also warrant that you own or otherwise control all of the rights to the content you have posted and that the public posting and use of such content by us will not infringe the rights of any third party.
- Additionally, you warrant that any “moral rights” in posted materials have been waived.
- You are not entitled to any compensation for any materials you may post on the Sites.
- We may, at our discretion, suspend or terminate the registration of any forum user or general user who violates any of these terms of use of use, any of the forum member guidelines or for any other behavior that we in our discretion believe is inappropriate. /...4

If you send comments or suggestions about the Sites to the Company, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Company. No submission shall be subject to any obligation of confidence on the part of the Company. The Company shall exclusively own all rights to (including intellectual property rights thereto) and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

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- Refunds will **not** be provided after the ten (10) day period after initial purchase.
- Refunds are not provided for fraudulent usage/scraping of materials from the website.
- Refunds are never provided for excessive usage of materials by multiple parties (watching a significant number of courses and resources results in zero refund due to intellectual property risk of theft).
- Students who do not use all of the services are not eligible for a partial refund.
- Course purchase is not transferable between parties or to subsequent years without written permission.
- Installment payments are expected to be paid on time in full, without an equivalent value of delivered of service.
- Failure to pay an installment payment will also result in your account suspended within 48 hours of a missed installment.
- We reserve the right to report your liability with us to a credit agency/collections agency.
- Course terms may change at any time without warning.

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You may discontinue your participation in and access to the Sites and Services at any time. The Agreement will continue to apply to all past use of the Sites and Services by you, even if you are no longer using it. You acknowledge and agree that SportExcel Inc. and its affiliates may terminate or block your use of all or part of the Sites and Services without prior notice for any reason, including, without limitation, if SportExcel Inc. believes you have engaged in conduct prohibited by this Agreement. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Sites and Services and may bar your use of the Services.

Data transmission

The Company uses reasonable efforts to restrict unauthorized access to our data and files. We utilize Stripe, as a credit card processor which charges credit cards on their servers and pages on our behalf. This information is not stored on our servers.

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You agree to indemnify and hold the Company and each of its directors, officers, contractors, and/or agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company. The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates, associates, and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

Governance

This agreement shall be governed by, and construed, in accordance with the laws of the Province of Ontario, without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Terms of use revisions

The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

SportExcel Inc. reserves the right to change or modify this agreement at any time without notice. These Terms of Use may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound. Additionally, you may refer to our Online Privacy Policy.

Questions

If you have any questions or concerns do hesitate to contact us by using the contact page or sending an email to support at [support at sportexcel.ca](mailto:support@sportexcel.ca).

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