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This is an agreement between you ("You") and Kai Elua Outrigger Canoe Club (the "Company"). The entities are all under the same ownership, and when referring to Kai Elua Outrigger Canoe Club in this policy, all three entities are being spoken for. "We" and "Us" means both You and the Company.

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## **Terms of Use**

### **1. OWNERSHIP AND COPYRIGHT**

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IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. IN NO EVENT WILL COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS OR EMPLOYEES, BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD-PARTY WEB SITES; THE INTERNET BACKBONE; PERSONAL INJURY; THIRD-PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU, OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS WEB SITE OR THE CONTENT; ANY OTHER WEB SITE ACCESSED TO OR FROM THIS WEB SITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF THE COMPANY, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO CASE WILL THE COMPANY'S, ITS AFFILIATES', AGENTS', LICENSORS', SUPPLIERS', AND THEIR RESPECTIVE DIRECTORS' AND EMPLOYEES' CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE) BE FOR MORE THAN THE AMOUNT, IF ANY, PAID BY YOU UNDER THIS AGREEMENT TO ACCESS THIS WEB SITE, IN THE YEAR IN WHICH THE CLAIM AROSE. THE COMPANY ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS SITE. THE CONTENT ON THIS SITE MAY BE CHANGED WITHOUT NOTICE TO YOU. THE COMPANY IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. THE COMPANY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR

REPRODUCTION OF ANY PORTION OF THE WEB SITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

## **5. TERMINATION**

This Agreement is effective until terminated by the Company, with or without cause, in the Company's sole and unfettered discretion. The Company may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to the Company, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

## **6. INDEMNITY**

You agree at all times to indemnify, defend and hold harmless the Company, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the Company directly or indirectly in respect of: (i) any information or other content You provide on or through this web site or which is sent to the Company by e-mail or other correspondence; or (ii) Your use or misuse of the Content or this web site, including without limitation infringement claims

## **7. INTERPRETATION**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa, words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations.

## **8. ENTIRE AGREEMENT**

These terms and conditions and any and all legal notices on this web site constitute the entire agreement between You and the Company with respect to the use of this web site and the Content. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the Company unless executed by the Company in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

## **9. SEVERABILITY**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

## **10. ENUREMENT**

This Agreement shall inure to the benefit of and be binding upon each of Us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.

## **11. Online Registration**

If your organization has chosen to implement the Online Registration module with credit card processing, that tool will be added to the secure section of [ngin.com](http://ngin.com). This site has been encrypted and secured in using VeriSign SSL technology and the VeriSign Secure Certificate. Kai Elua Outrigger Canoe Club does not distribute sell or otherwise exploit this information in any way.

## **12. Payment Policy**

Kai Elua Outrigger Canoe Club allows users to pay online for website services, hosting, coaching services, practice time, facility management, team management, and other related activities. The receipt and confirmation page that you receive upon completion of the process will serve as your successfully received “goods”.

## **13. Return and Delivery Policies**

All sales made through the Kai Elua Outrigger Canoe Club Online Registration are final. After completing online payment, you are brought immediately to a receipt and confirmation page. This page acknowledges that you have completed the process and the process payment. You are instructed to print that page for your records. This page is your receipt and your product. This receipt should be kept as an ongoing record of your successful payment completion. This receipt is also emailed to your specified address and a record of your order is also kept on the Kai Elua Outrigger Canoe Club Network, you may log into your Kai Elua Outrigger Canoe Club account to also view a record of the order.

There are no refunds through *Kai Elua Outrigger Canoe Club*. If you decide not to utilize the services for which you paid, you have the right to refrain from participating; however, no refunds are available. All sales through the *Kai Elua Outrigger Canoe Club* Online Registration system are final.

If you have questions about this return policy or need assistance contacting your organization that is serviced by Kai Elua Outrigger Canoe Club please contact us by emailing [champs@kaielua.com](mailto:champs@kaielua.com).