

Website Terms & Conditions

These terms and conditions (the "Terms and Conditions") govern the use of <u>www.tayloredpickleballacademy.ca</u> (the "Site"). This Site is owned and operated by Taylored Pickleball Academy. 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 pickleball teaching services and events (i.e., lessons, clinics, leagues and events).

By using this Site, you indicate that you have read and understand the Terms and Conditions and agree to always abide by them.

Who can use our Website

To use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Commercial Terms offered to Customers

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

Cancellation and Refund Policy

Cancellations 2 weeks (14 days) or more prior to the event will be offered a full refund minus a \$10 administration fee.

Cancellations 13 days – 7 days prior to the event will be offered a 50% refund or full deferral/transfer of registration fee to a future Taylored Pickleball Academy Event or Product.

Cancellations less than 7 days prior to the event will be charged in full, but registration may be transferred to another individual or deferred to a future Taylored Pickleball Event or Product.

In the event of an outdoor program being postponed due to inclement weather, participants will receive a credit towards a future rescheduled rain date or deferred to any future Taylored Pickleball Event or Product.

All TPA credits have no expiry date and can be used towards any TPA program or product.

Intellectual Property

All content published and made available on our Site is the property of Taylored Pickleball Academy and the Site creators. This includes, but is not limited to images, text, logos, documents, downloadable files, and anything that contributes to the composition of our Site.

Right to suspend or cancel user accounts

We may permanently or temporarily terminate or suspend your access to the service 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. 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

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites.



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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.

Limitation of Liability

Taylored Pickleball Academy and our directors, officers, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities, and expenses including legal fees for your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Taylored Pickleball Academy and our directors, officers, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities, and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Ontario.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time to maintain compliance with the law to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

info@tayloredpickleballacademy.ca

You can also contact us through the contact form available on our Site.

Effective Date: January 1st, 2025