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ROCKET YOUTH TERMS OF USE

Welcome to the Rocket Youth Brands LLC website at <https://rocketyouth.com> (the “Site”). Rocket Youth Brands LLC (“we” or “our” or “us”) is committed to providing administrative support, resources, and tools to grow businesses dedicated to youth sports and enrichment.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING OUR SITE, YOU INDICATE THAT YOU ACCEPT THESE TERMS OF USE AND THAT YOU AGREE TO ABIDE BY THEM.

These Terms of Use apply to all visitors to our Site and explain what you can and cannot do when using the Site. You do not have to provide any information to us in order to use our Site; however, you must comply with these Terms of Use. If you choose to submit personal information to us, the terms of the Rocket Youth Brands LLC Consumer Privacy Notice (the “Privacy Notice”) available for download at <https://rocketyouth.com/> will apply.

Our Site provides our visitors (“you” or “your”) with information about our business, products, services, and partners who work with us (each a “RYB Partner” and collectively, our “RYB Partners”). Our Site also contains information on websites controlled by some of our Network Partners (each a “RYB Partner Site”). For more information about our RYB Partners, please see the section of our Site titled “Partners” and the section of these Terms of Use titled “RYB Partner Site Linking Policy”.

Our Site may, from time to time, display employment opportunities. If you are interested in applying for an employment opportunity, you may be able to submit your candidacy credentials and application through our Site. Please note that information that you submit in connection with an employment opportunity may contain personal information and will be subject to the terms of our Privacy Notice.

While we recognize that minor children may attend events and participate in activities organized by RYB Partners, our Site is informational in nature and is provided for and targeted to adults.

Ownership and Intellectual Property Rights

Our Site displays the Rocket Youth name and logo, informational content and the names, logos, and marks of some of our RYB Partners. Except for the names and logos of our RYB Partners all other content displayed on our Site (“Site Content”) is owned solely and exclusively by us, and we own all intellectual property rights associated the Rocket Youth Brands name and logo and the Site Content. Our name and logo, and the Site Content are all protected by United States and international copyright, trademark, and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way our name or logo, Site Content, or any underlying software or source code.

You may print one copy and download extracts of any Site Content for your personal reference or internal business use, but you may not use, display, or distribute any of our Site Content for commercial profit or commercial exploitation. You must not modify the paper or digital copies of any Site Content that you have printed or downloaded, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. All copies of Site Content must display all original copyright and other proprietary notices.

Changes; Discontinuance of Site

We endeavor to regularly update our Site and the Site Content, but we are under no obligation to do so. The look, structure, functionality, and Site Content may be changed from time to time. We may suspend your access to the Site or portions of the Site, and we may discontinue the Site entirely at any time as we deem necessary in our sole and absolute discretion.

Prohibited Uses

You may use our Site and Site Content only for lawful purposes. You may not use our Site or Site Content:

- in any way that breaches any applicable law or regulations;
- in any way that is unlawful or fraudulent, or has unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm any individual in any way;
- to use or re-use any Site Content in violation of these Terms of Use;
- to cause us liability;
- to introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- in any way that interferes with, damages, or disrupts any part of our Site, any equipment or network on which our Site is stored, any software used in the provision of our Site, or any equipment or network or software of any third party.

Remedies

You recognize that your breach of our ownership and intellectual property rights, and such other material terms set forth in these Terms of Use may cause us to suffer irreparable harm and damages. Accordingly, in the event of such breaches, you acknowledge and agree that we will be entitled to seek injunctive relief and all other available equitable remedies and legal damages as may be granted by a court of competent jurisdiction.

Warranty Disclaimers

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. YOUR USE OF THE SITE AND SITE CONTENT IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONALITY OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER WE NOR OUR NETWORK PARTNERS MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE SITE CONTENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL WE OR ANY OF OUR RYB PARTNERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, LOSS OF DATA, COMPUTER VIRUSES, TECHNICAL, HARDWARE OR SOFTWARE FAILURES, OR LOST OR UNAVAILABLE NETWORK CONNECTIONS, ARISING FROM YOUR USE OR INABILITY TO USE THE SITE OR SITE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL FOUNDATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR HEREIN.

Privacy Notice

We collect and use certain information about you in accordance with our Privacy Notice. Please review the terms of our Privacy Notice before using our Site. By using our Site, you consent to such collection and processing of your information as described in our Privacy Notice.

Network Partner Site Linking Policy

Our Site displays information about and may contain links to certain RYB Partner Sites. You may visit a RYB Partner Site by searching for their site, or clicking on hyperlinks displayed on our Site. RYB Partners have their own terms of use and conditions governing use of their RYB Partner Site ("**RYB Partner Terms**"). RYB Partner Terms apply solely to that RYB Partner's Site. When visiting a RYB Partner Site, you must comply with the RYB Partner Terms in addition to these Terms of Use. If there is a conflict between any RYB Partner Terms of use and these Terms of Use, these Terms of Use will govern and control but only to the extent of the conflict.

We may, at our discretion, from time to time, review the content displayed on a RYB Partner Site ("**RYB Partner Site Content**"), but we are under no obligation to conduct regular reviews of RYB Partner Site Content. RYB Partners have full autonomy over their respective RYB Partner Sites, and are solely responsible and liable for their own RYB Partner Site Content. You understand and agree that it is commercially impracticable for us to review and monitor all of our RYB Partner Sites; therefore, we disclaim responsibility and liability for any loss or damage that may arise from your use of or reliance on RYB Partner Site Content. If we become aware of any issues with any RYB Partner Site Content, we will contact our RYB Partner and will work with that RYB Partner to correct such issues as soon as reasonably possible. If you decide to access any RYB Partner Site, you do this entirely at your own risk.

Governing Law; Venue

These Rocket Youth Brands Terms of Use will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any claim, lawsuit, cause of action and/or other legal proceeding arising out of or related in any way to these Terms of Use shall be exclusively maintained in any court in the State of Delaware and in no other court, and I specifically acknowledge and submit to the personal jurisdiction of said court, and waive any defense of inconvenient forum or improper venue. I ACKNOWLEDGE THAT RYB PARTNER SITES CONTAIN BINDING, INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISIONS. USE OF RYB PARTNER SITES AND ACCEPTANCE OF RYB PARTNER TERMS OF USE, CONSTITUTE AGREEMENT TO

RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION. THIS MEANS YOU AND WE ARE GIVING UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION, AND TO HAVE DISPUTES BETWEEN US RESOLVED BY A JUDGE OR JURY IF YOU ACCESS OR USE AN RYB PARTNER SITE.

Updates to Terms of Use

We may revise these Terms of Use at any time by amending this page of our Site and indicating the most recent version by the date shown at the top. We will endeavor to place a notice on our Site indicating that changes have been made to these Terms of Use; however, you are expected to check the date of these Terms of Use to take notice of any changes we made, as they are binding on you. By using our Site, you agree to these Terms of Use in the most updated version.

Communications

By providing us your telephone number, including your mobile telephone number, you authorize us to contact you at the number you provided regarding your participation in Activities, including but not limited to cancellations, waitlist changes, and updates to your billing information. You agree we may contact you by telephone call or text message, using an automatic telephone dialing system and/or a prerecorded message. You agree that we may monitor or record any conversation or other communication with you.

Waiver

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by us or any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

Entire Agreement

These Terms of Use and the Privacy Notice constitute the entire agreement between us and you with respect to your use of the Site, and these documents supersede all previous and contemporaneous agreements, proposals and communications, written or oral with respect to this subject matter.

Additional Information; Contact

If you have any questions about these Terms of Use or any Site Content, please contact us at: Rocket Youth Brands, 2916 N Miami Ave, Miami, FL 33127. Phone: (888) 792-1244. Email: info@rocketyouthbrands.com

Thank you for visiting the Rocket Youth Brands Site.