

Terms of Use

Please review the following Terms of Use. These Terms of Use govern your use of Chico Area Recreation and Park District's ("CARD") website (the "website"). By accessing or using the website, you unconditionally agree to be bound by the Terms of Use and all applicable laws. If you do not agree with these Terms of Use, please do not use or access CARD's website.

We reserve the right to add to, delete, or modify portions of our website, the Terms of Use, and our privacy policy at any time and without prior notice. Your use of our website following any such changes constitutes your agreement to follow and be bound by the terms changed. To ensure that you are aware of such changes, we encourage you to review the Terms of Use and privacy policy each time that you use the website.

LEGAL NOTICE

In consideration of being allowed to use CARD's website, you agree not to:

1. impersonate any other person or entity, whether actual or fictitious;
2. use an inappropriate registration name of any kind;
3. target or harm minors in any way; or,
4. upload, post, email, transmit or otherwise make available any information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

You acknowledge, consent and agree that CARD may access, preserve and disclose your account information if required to do so by law or in a good faith belief that such disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any information violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of CARD, its customers and the public.

REGISTRATION AND PASSWORD

You are responsible for maintaining the confidentiality of your login ID and password (your "Registration Information"). You are responsible for all uses of your Registration Information, whether or not authorized by you. You agree to immediately notify CARD of any unauthorized use of your Registration Information.

You further represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (i) provide true, accurate, current and complete information about yourself, and (ii) maintain and promptly update your Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or CARD has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CARD has the right to immediately suspend or terminate your account and refuse any and all of your current or future use of the website and related services (or any portion thereof).

PRIVACY POLICY

We are very concerned about your privacy and the security of your online visit with us. Please review our website for a copy of our privacy policy. The terms of the privacy policy are hereby incorporated into these Terms of Use and by accessing and using this website, you agree to be bound by the terms and conditions set forth in both these Terms of Use and the privacy policy.

By using our website, you understand and agree that we may share information about you and any of your transactions on our website with third parties for the sole purpose of processing your transactions, including registration, credit card authorization and payment, and fraud prevention. All transactions take place on a server located in the United States. For more information about the collection, storage, and protection of your personal information, please see our privacy policy.

USE OF THIS WEBSITE

All billing and Registration Information provided must be truthful and accurate. Providing untruthful or inaccurate information may constitute a breach of these Terms of Use. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the item, programs, classes, and services requested.

We do not offer programs, classes, or services for purchase by children. However, we do offer children's programs, classes, and services for purchase by adults. By accepting these Terms of Use through your use of our website, you certify that you are 18 years of age or older.

We do not intentionally or knowingly collect personal information about children under the age of 13, except as set forth in these Terms of Use. Children under the age of 13 may not use this website, and parents or legal guardians may not agree to these Terms of Use on their behalf. If you believe that we wrongfully have any information from or about anyone under 13 years of age, please notify us immediately by e-mail at info@chicorec.com or call us at (530) 895-4711.

LIMITATION OF LIABILITY

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Except as otherwise provided under applicable laws, we are not liable for any damages whatsoever arising out of or related to the use of this website. This limitation of liability applies to direct, indirect, consequential, special, punitive or other damages you or others may suffer, as well as damages for lost profits, business interruption or the loss of data or information, even if we are notified in advance of the potential for any such damages.

ORDER ACCEPTANCE

Please note that there may be certain orders that we are unable to accept and must cancel. Some situations that may result in your order being canceled include limitations on class or program availability, inaccuracies or errors in description or pricing information, or credit and fraud problems. We reserve the right, at our sole discretion and at any time, to refuse or cancel any order for any reason. We may also require additional verifications or information before accepting any order. We use a third party, The Active Network, LTD, to assist in your online transactions with us. You should review The Active Network, LTD's Terms of Use to learn how it accepts, processes, and cancels orders.

We strive to provide accurate service and pricing information. However, pricing or typographical errors may occur. We therefore reserve the right to correct any errors, inaccuracies or omissions (including after an order has been submitted) and to change or update information at any time without prior notice. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or service information, we reserve the right, at our sole discretion, to refuse or cancel any orders placed for that item. We apologize for any inconvenience.

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Copyright Complaints. If you believe that your copyrighted work has been impermissibly copied or used and is accessible on the website in a way that constitutes copyright infringement, you may notify CARD and provide the following information:

- a. An electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- b. A description of the copyrighted work that you claim has been infringed and a description of the infringing activity;
- c. Identification of the location where the original or an authorized copy of the work exists, for example the URL (i.e., web page address) where it is posted or the name of the publication in which it has been published;
- d. Identification of the URL or other specific location of CARD's website where the material that you claim is infringing is located, including enough information to allow us to locate the material;
- e. Your name, address, telephone number and e-mail address;
- f. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- g. A statement by you, made under the penalty of perjury that the above information in your notice is correct and that you are the copyright owner or authorized to act on the copyright owner's behalf.

CARD's agent for notice of claims of copyright infringement on the website can be contacted at: General Manager, Chico Area Recreation and Park District, 545 Vallombrosa Avenue, Chico, CA 95926. Phone: (530) 895-4711.

DISCLAIMER

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NEITHER CARD NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS OF EACH, SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OF THIS WEBSITE. THIS LIMITATION OF LIABILITY APPLIES TO DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES YOU OR OTHERS MAY SUFFER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS INTERRUPTION OR THE LOSS OF DATA OR INFORMATION, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF WE ARE NOTIFIED IN ADVANCE OF THE POTENTIAL FOR ANY SUCH DAMAGES, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE OUR WEBSITE, ITEMS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR WEBSITE; (C) USE BY YOU OF ANY PROGRAM OR ANY OTHER ITEM PURCHASED THROUGH OUR WEBSITE; (D) YOUR PARTICIPATION IN ANY ITEM OR PROGRAM COORDINATED BY CARD; (E) PERSONAL INJURY NOT CAUSED BY CARD'S GROSS NEGLIGENCE; (F) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE CARD WEBSITE; OR (H) ANY OTHER MATTER RELATING TO CARD'S WEBSITE, OR CARD EVENTS, CLASSES, SERVICES, OR ITEMS. YOU AGREE THAT CARD'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY CARD FROM YOU.

MODIFICATION OF THESE TERMS OF USE

CARD reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, these Terms of Use, the website, and CARD's services (or any part thereof) with or without notice. CARD shall not be liable to you or to any third party for any modification, suspension or discontinuance. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

TERMINATION

CARD reserves the right, in its sole discretion, to immediately and without any prior notice suspend or terminate these Terms of Use and your registration with or ability to access the website and/or any other service provided to you by CARD, in the event of; (a) any breach by you of these Terms of Use or upon your demonstration of conduct that CARD determines to be inappropriate; (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the website or CARD's services (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you. CARD shall not be required to refund, redeem or pay any amounts to you for which you remain liable to CARD for any charges, fees, commitments, and obligations incurred by you prior to such termination. CARD shall not be liable to you or any third party for any termination of your account.

COMPLETE AGREEMENT

These Terms of Use represent the complete agreement between you and CARD and supersede all prior agreements and representations. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of this agreement is held to be unenforceable for any reason, the other terms of this agreement shall remain in full force and effect.

GOVERNING LAW

The laws of the State of California govern any claim relating to the use of, and actual use of, this website and the materials contained herein. By using our website, you consent to the exclusive jurisdiction of the Superior Court for the County of Butte, Chico, California, United States of America.

CONTACT US

If you have any questions or concerns about our policies or these Terms of Use, please contact us at (530) 895-4711, or by e-mail at info@chicorec.com or by first class mail at 545 Vallombrosa Avenue, Chico, California 95926.

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