https://www.brinkster.com/images/newaboutus/title_legal.gif

**Universal Terms of Service for Squashnut Services**

This Agreement (“Agreement”) is by and between Squashnut and You, Your heirs, agents successors and assigns (“You”), and is made effective as of the date (1) your electronic signature on or acceptance of this agreement, (2) the activation of your account or (3) your receipt of an e-mail from Squashnut confirming your order, whichever happens first. The Agreement sets forth the terms and conditions of Your use of Squashnut services (“Services”) and software (“Software”) and explains Squashnut’s obligations to You and Your obligations to Squashnut in relation to the Services and Software You purchase.

This Agreement as well as any additional Squashnut policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and Squashnut concerning Your use of Squashnut’s Services, and supersede and govern all prior proposals, agreements, or other communications. All Squashnut policies and agreements specific to particular Service are incorporated herein and made part of this Agreement by reference, including the dispute policy (“UDRP”). By purchasing Squashnut Services, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new different or additional terms, conditions or policies which Squashnut may establish from time to time, and any agreements that Squashnut is currently bound by or will be bound by in the future.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You’ve established with Squashnut, whether or not the transactions were in Your behalf.

**1.00 General**

1.01 The term "account" refers to the access, content, and services that Squashnut provides to its users. Please carefully read these terms and conditions as they describe your legal rights and obligations.

1.02 Squashnut reserves the right to change, amend and/or otherwise alter the Squashnut services with equivalent or otherwise equal services without prior notice to you. THESE TERMS & CONDITIONS REQUIRE MANDATORY ARBITRATION OF DISPUTES.

1.03 THE TERMS CONTAINED HEREIN SUPERSEDE AND REPLACE ANY OTHER AGREEMENT OR NEGOTIATION BETWEEN YOU AND SQUASHNUT, WHETHER ORAL, WRITTEN OR OTHERWISE, INCLUDING ANY STATEMENTS MADE TO YOU BY ANY REPRESENTATIVE OF SQUASHNUT AT ANY TIME. Any amendments, changes, additions, deletions or other modifications of this Agreement are void unless specifically expressed in writing and agreed to by Squashnut.

1.04 Squashnut reserves the right to cancel any account, including files and content, for any reason, or no reason at all, at any time.

1.05 Subscribers to Squashnut services must be at least 18 years of age (twenty one in places where eighteen years is not the age of majority) and are fully competent to enter into this Agreement.

1.06 You agree that Squashnut's entire liability to you under this agreement, and your only remedy, in connection with any service provided by Squashnut, to you under this agreement, and for any breach of this agreement by Squashnut shall be limited to the fees you paid to Squashnut for the particular service in contention.

**2.00 Technical Support**

2.01 Support for Squashnut are offered via phone and e-mail. In the case of emergencies or natural disasters, Squashnut will provide support as soon as it is a reasonable time to do so, at their sole discretion.

**3.00 Cancellations and Billing**

3.01 Yearly Fees are nonrefundable.

3.02 The initial term shall be as set forth as one year. The Initial Term shall begin October 1 2011. After the Initial Term, this Agreement shall automatically renew.

3.03 If Squashnut cancels a customer’s account prior to the end of the Term for the customer’s breach of the Terms of Service and related agreements, the Customer's use of the services will disrupt and Squashnut shall not refund to customer any fees paid in advance of such cancellation with customer being obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, customer shall be obligated to pay 100% of all charges for all services for each month remaining in the Term.

3.04 Upon termination of a customer’s account for any cause or reason whatsoever, neither party shall have any further rights or obligations under these terms of service, except as expressly set forth herein.

**4.00 Content**

4.01 Squashnut reserves the right to place up to five advertisements of its choosing on the T&D Women’s League website without any financial compensation to the customer for doing so.

4.02 Storage and accessibility of past seasons matchcards will be made available at a cost of $50 per season per annum.

4.03 Custom work will be billed at a rate of $50 per hour. Such work will only commence with a signed SOW from both Squashnut and the customer.

**5.00 YOUR ADDITIONAL OBLIGATIONS AND WARRANTIES**

5.01 It is understood and agreed that during the term of this agreement and thereafter you may come into possession of information which is the confidential and proprietary information of Squashnut including but not limited to the Squashnut customer service tools. You acknowledge that all right and title to any such Squashnut intellectual property shall remain the sole property of Squashnut and that you have no right, title or interest therein. You further agree not to provide access to the Squashnut services to any third party. Any and all right or title to any engineering, coding, programming or customer service work around or other modification of the Squashnut services shall also remain the sole property of Squashnut.

5.02 During the term of this agreement you may have access to certain information and materials relating to the Squashnut business, customers, software technology and marketing which Squashnut treats as confidential (hereinafter "Confidential Information"). You agree to at all times during the term of this agreement and otherwise as set forth herein: (i) hold in confidence, and not disclose or reveal to any person or entity, any "Confidential Information" without the express prior written consent of Squashnut; and (ii) not use or disclose any of the "Confidential Information" for any purpose at any time, other than pursuant to your rights under this agreement for the purpose intended. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for three (3) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

**6.00 NO WARRANTIES BY SQUASHNUT**

6.01 SQUASHNUT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SQUASHNUT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.02 SQUASHNUT MAKES NO WARRANTY THAT (i) SQUASHNUT WILL MEET YOUR REQUIREMENTS OR THAT, (ii) SQUASHNUT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SQUASHNUT IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SQUASHNUT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN HEREIN. YOU EXPRESSLY UNDERSTAND AND AGREE THAT SQUASHNUT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SQUASHNUT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM SQUASHNUT; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6.03 SQUASHNUT’S LIMITED LIABILITY YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT. IN NO CASE SHALL SQUASHNUT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF OR OTHERWISE RELATING TO THE SQUASHNUT SERVICES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICITONS, SQUASHNUT’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY SET FORTH IN ANY SEPARATE SOFTWARE LICENSE OR IN THIS AGREEMENT, SQUASHNUT DOES NOT ENDORSE, WARRANT OR GAURANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED OR OTHERWISE ACCESSED USING THE SQUASHNUT SERVICES, AND SQUASHNUT WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTIONS BETWEEN YOU AND ANY THIRD PARTIES. YOU HEREBY RELEASE SQUASHNUT FROM ANY AND ALL OBLIGATIONS, LIABILITY AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS. THE TOTAL LIABILITY OF SQUASHNUT FOR BREACH OF WARRANTY ARISING OUT OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT, OR ANY OTHER CLAIM RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL SERVICE FEES PAID BY YOU TO SQUASHNUT IN THE SIX MONTHS PRECEDING SUCH ALLEGED BREACH, BUT IN NO EVENT TO EXCEED $500.

6.04 Your Indemnification of Squashnut You agree that you shall fully defend and indemnify Squashnut, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, attorney’s fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth in Section 17 or your violation of a third party’s intellectual property rights. You further agree to defend, indemnify and hold harmless Squashnut, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, including without limitation, reasonable attorney’s fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that Squashnut shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

6.05 These Terms of Service constitute the entire agreement between you and Squashnut and govern your use of Squashnut, superseding any prior agreements between you and Squashnut. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms of Service and the relationship between you and Squashnut shall be governed by the laws of the Ontario. You and Squashnut agree to submit to the personal and exclusive jurisdiction of the courts located within Ontario. The failure of Squashnut to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

**7.00 Severability**

7.01 If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**8.00 No Joint Venture or Partnership**

8.01 Nothing in this Agreement is intended by the Parties to create or constitute an agency, joint or collaborative venture, or partnership of any kind between Squashnut and you, nor shall anything in this Agreement be construed as constituting or creating any such agency, joint or collaborative venture, or partnership between Squashnut and you. Squashnut shall have no control or ownership interests of any kind in your business.

**9.00 Non-Enforcement Does Not Constitute Waiver**

9.01 Failure of Squashnut at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of Squashnut.

**10.00 Dispute Resolution Policy**

10.01 Any and all disputes as to the interpretation of this Agreement, and/or which arise out of or in any way relate to this Agreement, shall be submitted to confidential arbitration in Ontario, except that, to the extent you have in any manner violated or threatened to violate Squashnut's intellectual property rights, Squashnut may seek injunctive or other appropriate relief in any province or provincial court in the province of Ontario, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the Ontario justice system. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. You agree that Squashnut shall be entitled to collect its attorney’s fees, costs and other expenses in the event that Squashnut acts to enforce this arbitration and forum selection clause, regardless of whether Squashnut prevails in the underlying action. YOU AGREE TO NEGOTIATE WITH SQUASHNUT IN GOOD FAITH TO RESOLVE OR SETTLE ANY CLAIM OR DISPUTE IN ANY WAY RELATING TO OR CONCERNING THIS AGREEMENT. ANY AND ALL DISPUTES AS TO THE INTERPRETATION OF OR ANY PERFORMANCE UNDER THIS AGREEMENT WHICH ARE NOT FIRST RESOLVED INFORMALLY, SHALL BE DETERMINEED BY BINDING ARBITRATION IN ONTARIO. The final award in such arbitration proceeding shall be subject to entry as a judgment by any court of competent jurisdiction, provided that such judgment does not conflict with the terms and provisions hereof. The jurisdiction of the arbiter (or arbiters) with respect to legal matters shall be limited only by the statutory and common law of Ontario and the federal law of Canada.

10.02 In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND SQUASHNUT THAT IS ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this paragraph are waived. Should any legal fees, costs, or other expenses be incurred by any party with regard to enforcement of this arbitration and jury waiver provision, Squashnut shall be entitled to recover such legal fees, costs, or other expenses without regard to whether Squashnut prevails in the underlying case.

10.03 Neither you nor Squashnut may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor may two or more individuals’ disputes be consolidated or otherwise determined in one proceeding. YOU AND SQUASHNUT ACKNOWLEDGE THAT THIS SECTION 10.03 WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION.

10.04 This Agreement shall be interpreted according to the laws of Ontario and, where applicable, federal law, without regard to conflicts of law principles.

**11.00 Modification**

11.01 This Agreement may be materially altered by Squashnut by posting the new version of the Agreement at www.Squashnut.com and if posted in this manner, shall be effective immediately upon posting such notice. In the event that Squashnut does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within thirty days of receipt of notice of such change.

11.02 You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of Squashnut. No additional or conflicting term in any other document used by you will have any legal effect.

**12.00 Statue of Limitations**

12.01 You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

**13.00 Entire Agreement**

13.01 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of Squashnut or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and Squashnut and you hereby acknowledge and agree that neither Squashnut nor you have executed this Agreement in reliance upon any such representation or promise.