



Online Club House Membership - Terms and Conditions

1. Online Club House membership

1.1 Herts Baseball Club (the "Club", "we") provide you with the option to sign up to become an Online Club House member of the Club (each, an "Online Club House Member"). As an Online Club House Member, you will benefit from (i) the right to access the Herts Baseball Online Club House, and (ii) the right to receive certain correspondence via email, in accordance with these Terms and Conditions.

1.2 These Terms and Conditions will supplement each Club Member's membership terms and conditions.

2. Use of Herts Baseball Online Club House

2.1 We provide each Online Club House Member with access to various features and services within Herts Baseball Online Club House. Some aspects of Herts Baseball Online Club House may be provided by third parties in accordance with their terms and conditions, which are separate from these Terms and Conditions.

2.2 As part of Herts Baseball Online Club House, you will be able to access certain video and audio footage, photographs, text images, statistics, logos and other media and intellectual property related to us. All design, text, graphics, footage and the selection or arrangement thereof are protected by copyright, trade mark and/or other proprietary rights owned by or licensed to us. We may from time to time modify Herts Baseball Online Club House without giving you notice.

2.3 On entry to Herts Baseball Online Club House:

2.3.1 as an Online Club House Member, you will be required to enter your user name and password.

2.4 You must keep your password secure and not disclose it to any other person. If it becomes known by a third party:

2.4.1 Online Members must inform us by sending an email to secretary@hertsbaseball.com. We are not liable for any loss or damage arising from your failure to comply with your obligation under this Clause 2.4.

2.5 Herts Baseball Online Club House is to be used by only one individual per user name. In order to use Herts Baseball Online Club House or access the content, you must (a) obtain access to the World Wide Web and pay any service fees associated with such access; (b) provide all equipment necessary to make such connection to the World Wide Web, such as a computer and modem or other

necessary access device; (c) have the necessary software installed on your terminal or mobile (such as Adobe Flash for access via a computer terminal) (the "Software"). Your use of the Software is subject to the terms of the licence granted to you by the licensor. We do not provide and are not responsible for the Software, or for any problems caused by the Software, computer hardware or computer operations systems.

2.6 Your right to use Herts Baseball Online Club House is personal to you. You are wholly responsible for the use of Herts Baseball Online Club House by any person using your personal computer or point of presence and you are responsible for ensuring that any such person also fully complies with these Terms and Conditions. You agree to use Herts Baseball Online Club House in a manner consistent with any and all applicable laws and regulations in the country from which you have accessed Herts Baseball Online Club House.

2.7 You must not (nor authorise or permit any other party to):

2.7.1 abuse Herts Baseball Online Club House or use it for any unlawful purpose;

2.7.2 use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses Herts Baseball Online Club House in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e. not modified) web browser;

2.7.3 access Herts Baseball Online Club House for any reason other than your personal, non-commercial use solely as intended through and permitted by the normal functionality of Herts Baseball Online Club House;

2.7.4 transmit any computer viruses through Herts Baseball Online Club House;

2.7.5 use Herts Baseball Online Club House in a way that may cause Herts Baseball Online Club House and/or the set and equipment used by Herts Baseball Club to provide Herts Baseball Online Club House (the "System") to be interrupted, damaged, rendered less efficient or impaired;

2.7.6 store your password anywhere on a computer in plain text;

2.7.7 use Herts Baseball Online Club House in any manner which violates or infringes the rights of any person, firm or company (including without limitation rights of intellectual property, confidentiality or privacy);

2.7.8 reproduce, modify, distribute or publish any of the content of Herts Baseball Online Club House without Herts Baseball Club's prior written permission although you may electronically copy and print in hard copy portions of Herts Baseball Online Club House for your personal use only and not for any commercial gain; or

2.7.9 sell, assign, transfer or delegate all or any of your rights and obligations to another person or entity, or share use of Herts Baseball Online Club House or any content contained within it.

2.8 You confirm that you either:

2.8.1 are 12 years old or over; or

2.8.2 under 12 years old and have the consent of your parent or legal guardian for your Online Club House Membership. You will be asked to input your date of birth on registration for Online Club House Membership and, to the extent you are under 12 years old, you will also be asked to confirm that you have the consent of your parent or legal guardian. You represent that you have completed this information accurately.

3. Communications

3.1 We shall send you via email:

3.1.1 a welcome message on registration for Herts Baseball Online Club House;

3.1.2 news updates; and

3.1.3 other correspondence, (together, the "Correspondence") each on dates selected by us.

3.2 You may opt out of receiving the Monthly e-Newsletter by sending an email to secretary@hertsbaseball.com.

4. Disclaimer of Warranties

4.1 We provide you with access to Herts Baseball Online Club House and the Correspondence (together, the "Online Club House Service") on an "as is" basis and make no representations or warranties of any kind with respect to the Online Club House Service or its content including (without limitation) implied warranties as to completeness, accuracy, satisfactory quality and fitness for a particular purpose, except to the extent required by law.

4.2 We do not warrant that the Online Club House Service will meet your particular requirements or that it will be uninterrupted, timely, secure or error-free, nor do we make any warranty as to results or the accuracy of any information obtained by you through Herts Baseball Online Club House, except to the extent required by law.

5. Limitation of Liability

5.1 Neither us, nor any of our directors, employees or other representatives will be liable for damages, in contract, tort or otherwise including negligence, arising out of or in connection with the use of the Online Club House Service. You confirm that we shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Online Club House Service. This limitation of liability (to the extent permitted by law) applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

5.2 We do not limit or exclude our liability for death or personal injury resulting from our negligence.

6. Suspension and Termination

We may suspend, terminate or refuse to grant you access to the Online Club House Service (or any part of the Online Club House Service) at any time in our absolute discretion. Circumstances in which we are likely to exercise are discretion include, without limitation, if:

6.1.1 your use of the Online Club House Service is considered abusive, excessive, or against the interests of other Online Club House Members, or in breach of these Terms and Conditions or the Website Terms of Use;

6.1.2 a Club Member's membership of a Herts Baseball Club membership scheme expires or is terminated for any reason; or

6.1.3 a competent regulatory authority requires all or any part of the Online Club House Service to be suspended or terminated.

7. Cancellation or renewal of monthly or annual subscriptions

7.1 You may cancel your membership at any time by sending an email to secretary@hertsbaseball.com. It is your responsibility to provide all necessary details when giving notification of cancellation. We cannot process incomplete cancellation requests.

7.2 If your subscription to Herts Baseball Online Club House is cancelled for any reason, you will not be able to renew such subscription.

8. Maintenance of Herts Baseball Online Club House

From time to time, Herts Baseball Online Club House may be closed down in order for work to be carried out relating to the upgrading or maintenance of the System or necessary for the provision of Herts Baseball Online Club House. We shall give as much notice as is reasonable in the circumstances and shall endeavour to ensure that such works are carried out as expeditiously as is possible in the circumstances.

9. Licence to download material from Herts Baseball Online Club House

9.1 We grant you a non-exclusive, non-assignable, and non-transferable license to use and display, for personal use only, one copy of any material that you may:

9.1.1 receive as part of the Correspondence; or

9.1.2 download from Herts Baseball Online Club House, including, but not limited to, any files, codes, audio, or visual images incorporated in or generated by the software, (collectively "Material"), provided, however, that you maintain all copyright and other notices contained in the Material.

9.2 You acknowledge and agree not to sublicense, assign, or otherwise transfer this license or the Material. You also agree not to alter, disassemble, decompile, reverse engineer, or otherwise modify the Material.

10. Indemnity

10.1 You agree to fully indemnify us immediately on demand against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms and Conditions by you (or any other user whom you permit to use Herts Baseball Online Club House with you

username) or any other liabilities arising out of your or their use of the Online Club House Service and/or the System.

10.2 You shall provide us with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at your sole expense.

11. Miscellaneous provisions

11.1 If we fail to exercise or enforce any right it has under these Terms and Conditions such failure will not be deemed to be a waiver of that right nor will it prevent us from exercising or enforcing that right on a later occasion.

11.2 We will not be liable to you for any breach of these Terms and Conditions by us due to any cause beyond our reasonable control.

11.3 We reserve the right to vary and/or update these Terms and Conditions from time to time without notifying you. Updated Terms and Conditions will be posted on <http://hertsbaseball.com> and can be viewed by you at any time. The Club recommend you access <http://hertsbaseball.com> regularly to ensure you are aware of any changes. Changes to the Terms and Conditions will be deemed to have been accepted by you if you continue to use Herts Baseball Online Club House after a period of one week from the date the updated Terms and Conditions are posted on <http://hertsbaseball.com> .

11.4 We may assign or transfer all or any of our rights and obligations under these Terms and Conditions to a group company(ies) or other third party(ies). In the event of assignment or transfer, notification will either be given to you by e-mail or posted on <http://hertsbaseball.com> .

11.5 This Agreement constitutes the entire agreement between us and you with respect to this subject-matter and excludes any representations or warranties previously given or made other than any fraudulent misrepresentation and it may be amended only by us on notice to you.

11.6 We refer you to our Privacy Policy terms and conditions for more information on our privacy policies and use of personal data. The Privacy Policy terms and conditions in force from time to time are incorporated into these Terms and Conditions.

11.7 These Terms and Conditions and the Online Club House Service are subject to the laws of England and Wales and you submit to the exclusive jurisdiction of the courts of England and Wales.