

TERMS AND CONDITIONS OF USE

Effective February 5, 2024

Overview

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Please note that these Terms of Use contain an arbitration clause and class action waiver (see “[Dispute Resolution, Arbitration, Class Waiver](#)” section below). Through your agreement to these Terms of Use: (i) you and AEG agree to resolve through binding, individual arbitration, and not in court, any and all disputes arising from or relating to these Terms of Use, the Digital Services, or any other services or products provided, sold, purchased, managed, operated, or fulfilled by AEG; and (ii) you and AEG each expressly waive any rights to enforce this agreement in court or as a class, subject to the limited exceptions described below. **THIS MEANS THAT ALL DISPUTES WILL BE DECIDED BY AN ARBITRATOR AND YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND THE RIGHT TO A TRIAL BY JURY. AS WELL AS THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.**

Privacy Policy

Our [Privacy Policy](#) describes the information we collect and process when you and others use our Services or otherwise interact with us, as well as how we use the information, and some of the steps we take to protect your privacy. By using any of our Services and therefore agreeing to these Terms of Use, you are also acknowledging our use of your personal information as described in our [Privacy Policy](#).

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You agree to indemnify and hold AEG Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your use of any Service, including without limitation your actual or alleged violation of these Terms of Use, or infringement of a third party's intellectual property or other rights by you or another user of our Site using your computer or account. Modifications and Interruption to the Services

Third-party Services and Content

Our Site is intended primarily for informational purposes. We provide information about sporting, recreational, entertainment, and other events, our Site, our company, our partners and sponsors, and we may provide links for you to purchase tickets through third party ticketing services. Your use of these features and other content or services provided by third parties—including third-party links to other websites on the Internet—are not governed by these Terms of Use. You acknowledge and agree that we are not responsible for the availability of, or any content located on or through, any third-party site or service, or any use of your information by those third parties. You further acknowledge that any reliance on representations and warranties provided by any party other than the Company will be at your own risk. You expressly agree to hold us harmless for any claims of damage arising from any content, product or service provided by any third party or use of your information by those third parties. Your use of those third-party websites and services is subject to the terms of use and privacy policies posted on each site or service, and we encourage you to review those terms of use and privacy policies.

Modifications and Interruption to the Site

We reserve the right to modify or discontinue all or any portion of our Site with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to our Site, or that operation of our Site will be uninterrupted or error free. You understand that usage of our Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

Your Representations

As a condition of your right to use our Site, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from accessing the Site under the laws of the United States or any other country.

Restricted Activities

You may not engage in any of the following with regard to the Site (including without limitation posting or transmitting content through the Site), and you agree not to use the Site to:

- (1) violate or encourage the violation of any local, state, national, or international law or regulation;
- (2) collect or store personal data about other users of our Site or solicit personal information from any individual;

- (3) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- (4) send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by the Company in its sole discretion;
- (5) infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (6) promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or similar material, any request for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
- (7) disrupt or interfere with the security or use of the Site or any website or content linked to them;
- (8) interfere with or damage the Site, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Site;
- (9) attempt to use another user’s account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) the Company or create or use a false identity;
- (10) attempt to obtain unauthorized access to the Site or portions thereof that are restricted from general access;
- (11) use any meta tags or any other “hidden text” utilizing the Company name, trademarks, or product names;
- (12) attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Site;
- (13) engage in any activity that interferes with any third party’s ability to use or enjoy the Site; or
- (14) assist any third party in engaging in any activity prohibited by these Terms of Use.

Further, without our written consent, you may not:

- (1) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose any the Company content or any use of or access to the Site;
- (2) use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Site or monitor or copy our web pages or the content contained thereon;
- (3) deep link to the Site for any purpose; or frame the Site, place pop-up windows over any content, or otherwise affect the display of the Site.

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Content Complaints

If you believe that any Content on our Site violates these Terms of Use or is otherwise inappropriate, please report the content by contacting us by mail at AEG Corporate Headquarters, 800 West Olympic Blvd., Suite 305, Los Angeles, CA, 90015, or send an email to privacypolicy@aegworldwide.com.

Notification of Claimed Copyright Infringement

In the event that you find content posted on our Sites which you believe to be an infringement of the copyright ownership or other intellectual property rights of your company or any third party, you are requested to immediately contact the Company's Copyright Agent as described below. To report any alleged infringement, please contact us in writing by providing a signed statement containing the following information pursuant to the Digital Millennium Copyright Act ("DMCA"):

Your name, address, telephone number, and email address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;

1. a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
2. a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
3. if your claim is based on a registered work, the registration number, and the date of issuance of the registration;
4. a description of the infringing material and the URL where such material is located on the Sites, or a description of where on our Sites you found such material;
5. your written statement that you believe, in good faith, that the use of the work on our Sites has not been authorized by the true owner of the work, its agent, or as a matter of law; and
6. a statement that all of the information you have provided is true.

Please send your notice of alleged infringement to us:

AEG Corporate Headquarters
800 West Olympic Blvd., Suite 305
Los Angeles, CA 90015

E-mail: privacypolicy@aegworldwide.com, subject line “DMCA Notice”

In accordance with the DMCA, it is the policy of Company to terminate use of our Sites by repeat infringers in appropriate circumstances.

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The Company reserves the right (but has no obligation) in its sole discretion to pre-screen, edit, refuse, move or remove any User Content that is posted on the Site. You agree that the exercise by the Company of such discretion shall not convert or transform User Content to content owned or provided by the Company, and the user who made such User Content available on the Site will retain ownership thereof as described below.

As required by California Law, we permit minors under the age of 18 to request the deletion of any content or information that the minor has posted on our Site. To request the removal of content or information you have posted on our Site, please send a letter or email to the address below with (i) your name, (ii) a complete description of the content you would like removed, and (iii) the web address(es) of the content you would like removed. Please be aware that our fulfillment of this request does not ensure complete or comprehensive removal of the content or information you have posted on our Site.

Providing Feedback to the Company

We welcome your comments and feedback about our Site. All information and materials submitted to the Company through the Site or otherwise, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Site or the business of the Company (collectively, “**Feedback**”), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but the Company reserves the right to treat any such Feedback as the confidential information of the Company.

By submitting Feedback to the Company, you assign to the Company Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The Company Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

Dispute Resolution, Arbitration, Class Waiver

Any dispute arising out of or relating in any way to your use of our Services or any products, services, or information you receive through or in connection with our Services, shall be submitted to confidential, binding arbitration in Los Angeles, California, USA, pursuant to the American Arbitration Association’s Commercial Arbitration Rules, using one arbitrator.

The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. No arbitration under these Terms of Use may be joined with another arbitration related to the subject matter hereof. If for any reason a claim proceeds in court rather than in arbitration, you waive your right to bring or participate in a class, consolidated, or representative action and we each waive any right to a jury trial. Notwithstanding the foregoing arbitration requirement, with regard to any actual or potential violation of our intellectual property rights, we may seek injunctive or other appropriate relief in the courts of Los Angeles, California, USA, as applicable, and you hereby consent to the exclusive jurisdiction of such courts and waive all objections thereto.

Governing Laws

The laws of the state of California and the United States govern these Terms of Use and any claims arising out of or relating to use of the Site, without giving effect to any choice of law rules. We make no representation that our Site is appropriate, legal or available for use outside of the United States. With the exception of any matters subject to arbitration as described above, the state and federal courts located in Los Angeles, California will serve as the Company for any actions brought, or claims made, arising out of your use of our Site.

Compliance with Laws

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use our Services in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. By using any of our Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Changes to These Terms

We reserve the right, at any time, to modify, alter, or update these Terms of Use without prior notice. You are encouraged to check this page regularly for changes to the Terms of Use. Modifications will become effective immediately upon being posted to our Site, without further notice to you. Your continued use of any of our Site after such modifications are posted constitutes your acknowledgement and acceptance of such modifications, and you may not amend these Terms of Use.

Other Terms

If any provision of these Terms of Use is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting the original intentions of the Company.

You agree that these Terms of Use and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition or otherwise. These Terms of Use shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a contributor to our Site.

You agree and understand that these Terms of Use together with any other applicable click-through agreements you may have entered into regarding our Site, constitutes the entire agreement between you and the Company regarding your use of the Site, and that any other prior agreements between you and the Company are superseded by these Terms of Use.

Any failure by the Company to exercise its rights under these Terms of Use or to enforce the terms hereof will not constitute a waiver of those rights. 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 our Site or relating to these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Notice for California Users

Under California Civil Code Section 1789.3, California users of our Site are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

YouTube API Required Terms

We incorporate YouTube API to display certain content on our Services. By using the Services, are agreeing to be bound by the [YouTube Terms of Service](https://www.youtube.com/t/terms) (<https://www.youtube.com/t/terms>).

Representation of age and ability to accept Terms of Use

You affirm that you are 18 years of age or older and are fully able and competent to enter into, abide by, and comply with the terms and obligations provided in these Terms of Use.

The Site is not intended for persons under the age of 18. If you are under the age of 18, then please do not use the Site. For information on how this Site may process Personal Data about persons under the age of 18, please consult our [Privacy Policy](#).

Contact Us

If you have any questions about these Terms of Use, please feel free to please contact:

LA Galaxy Youth Soccer Programs
18400 Avalon Blvd.
Carson, CA 90746
310.630.4631
programs@lagalaxy.com