

Terms of Use (“Terms”)

Last updated: 2018_10_08

Effective Date: 2018_10_09

Introduction

These Terms of Use apply to the Belmont Cup Hockey Stats website (“website”) and its associated Android mobile app (“mobile app”).

By logging in and continuing to use this website, and/or the mobile app, you agree to be bound by these Terms. If you disagree with any part of these Terms then you must not access the website or use the mobile app.

Service

The website and mobile app are provided to players and members of the Belmont Cup Hockey League (“League”). The service is provided by a third-party software developer (the “Site Admin”). The intents of the service are:

- to provide additional entertainment to the League participants, and thereby enhance a player’s experience in the League, by displaying statistics from League games (“Stats”)
- to provide information to the league administrators to facilitate team selections so that there is parity amongst the teams in the league, and to evaluate a player’s suitability to continue playing in the league

Disclaimer of Warranties and Limitation of Liability

The website and mobile app are provided as-is, for entertainment purposes only – no express or implied warranty for functionality, accuracy, usability, etc. is expressed or implied.

Registration

The content of the website, and the content provided to the mobile app, is private, meaning that no content is accessible unless logged in with a valid username and password. There is a general, league-wide login name and password. This allows a league member (“Member”) to see a “sanitized” version of the stats; e.g., players are only identified by first name and last initial, rather than full name.

Optionally, Members may register as a player (“Player” level access) to obtain their own unique username and password. Registered Players may “opt-in” by checking the check box in their player profile page. By opting-in Players agree that their personal information may viewed by other League Members and Players. Additionally, registered Players may update the information in their player profile page.

Your Account

By using the website and/or mobile app you take responsibility for the safety of your username and password. You also take responsibility for any information posted in your personal profile. Moreover, you agree to take responsibility for any activity that takes place under your account or password.

Termination

Player accounts will be disabled and/or terminated for abusing the use of the website or mobile app; e.g., advertising, spamming, swearing, inappropriate photos, etc. The League and Site Admin have the sole authority for deciding the appropriateness of any content posted by a Player.

Content

All content and Stats data shown are for entertainment purposes only. The Stats will most certainly contain inaccuracies, which is to be expected since scoresheets from the games are not always accurate.

You can email the league at the email address shown below to report any errors. Or you may contact the league through the website using the "Contact" page. It is left to the sole discretion of the League administration and the Site Admin to edit or change any data, or not.

Official scoresheets, recorded by the rink's scorekeeper, are owned by the rink and controlled by the rink manager.

Stats data from the scoresheets is stored in a secure, cloud-based database server. All Stats data is owned by the League.

The display of Stats on the website and the mobile app are owned by the Site Admin. You are not allowed to copy, reverse engineer, etc. any portion of the website or mobile app.

Intellectual Property and Copyright

The presentation of the content, the features, and the functionality of the website and mobile app are owned by the Site Admin and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

All software and database schema(s) used by the website and mobile app are the property of the Site Admin and are protected by United States and international copyright laws. No portion of the website or mobile app may be reproduced, duplicated, sold, resold, or reverse engineered without express written consent by the Site Admin.

Agreement Statements

You attest that you have read and understand the Privacy Policy; e.g., you understand what data is collected and how it is used and |or displayed, or not.

You agree that any and all content of the website and mobile app are for entertainment purposes only.

You agree that any and all content of the website and mobile app may be inaccurate. You may contact the League to report errors in the stats.

You agree that any disputes you have with the officiating are handled through a separate process with the League and rink management, and you should therefore not contact the League or Site Admin about such disputes as they relate to any Stats shown in the website or mobile app.

You agree that any commentary, name calling, etc. is purely for humor's sake – no defamation, slander, smearing, libel, character assassination, besmirching etc. is being expressed or implied.

You agree to indemnify and hold harmless the League and the Site Admin for any and all Stats content that you may find objectionable or inaccurate.

If you register as a Player and optionally opt-in, you agree that your full name may be displayed to other logged-in Members and Players, as well as any photos or videos containing you or your likeness.

You understand that the website and mobile app are private. You agree to protect the League's generic username and password, and your personal Player's username and password if you choose to register as a Player.

You agree to take responsibility for any personal information, including a personal photo, uploaded to your Player profile page. You understand that any such information is viewable by all league Members and Players.

You agree to take responsibility for deciding the appropriateness of the content when showing the website or mobile app to any child under the age of 13.

You understand that your account will be disabled or terminated if you abuse the website or mobile app or otherwise violate these Terms of Use. You agree that it is left to the sole discretion of the League and |or the Site Admin to determine any misuse or violations.

You understand that there may be links to other websites or internet apps or services in the website and |or mobile app. You agree that the League and Site Admin are not responsible for the content, functionality, or appropriateness of such external websites, apps and services.

Comments, Suggestions, Feedback

You may email the League and Site Admin at the email address shown below to submit corrections, suggestions, ideas, comments, or questions so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing on the intellectual property rights of others, or otherwise injurious or objectionable to third parties and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam".

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead other League Members, Players, or the Site Admin.

[Links to Other Web Sites](#)

The website and mobile app may contain links to other websites and/or other internet apps and services. Videos from league games may be posted on Vimeo, and these can only be accessed by the private, embedded links in the website; or, optionally, may only be accessed by those with a valid password.

[Choice of Governing Law](#)

The laws of the state of California shall govern these Terms of Use and any dispute of any sort that you might have regarding the website and/or mobile app.

[Arbitration](#)

You agree that any and all claims and disputes arising under or relating to these Terms of Use are to be settled by binding arbitration in the state of California.

[Changes to this Terms of Use](#)

Links to the Terms of Use and the Privacy Policy are displayed on the website's log-in page. The latest revision date will be displayed on that page.

[Contact Information](#)

Email: BelmontCupHockey@gmail.com