

# BaseballSoftballUK Websites - Terms of Use and Notices

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## 1. THE BASEBALLSOFTBALLUK WEB SITES

### 1.1 The BaseballSoftballUK (BSUK) websites:

**www.baseballsoftballuk.com** – the site of BaseballSoftballUK, the national development agency for baseball and softball, which provides news and resources for the sports' participants.

**www.fantasybaseballuk.com** – the home of Fantasy Baseball UK, BSUK's fantasy game aimed at UK-based fans of Major League Baseball. For further information on this see Section 13 of these Terms.

**www.britishsoftball.org** – the site of the British Softball Federation (BSF), the governing body of softball in this country. Created and operated by BSUK on behalf of the BSF, it provides softball participants, fans and other visitors with news and information about their sport as well as tools for managing leagues and competitions.

**www.britishbaseball.org** – the site of the British Baseball Federation (BBF), the governing body of baseball in this country. Created and operated by BSUK on behalf of the BBF, it provides baseball participants, fans and visitors with news and information about their sport and enables management of the leagues.

The above sites are owned and operated by BaseballSoftballUK, Ariel House, 74a Charlotte Street, London W1T 4QJ. For the purpose of these Terms of Use and Notices, references to 'BaseballSoftballUK', 'BSUK', the 'BaseballSoftballUK websites' and the 'BaseballSoftballUK sites/services' also covers reference to the websites listed above and the organisations British Baseball Federation, British Softball Federation and Fantasy Baseball UK. Your use of the BaseballSoftballUK websites constitutes your agreement to these Terms of Use and Notices.

### 1.2 Changes to our Terms of Use and Notices

BaseballSoftballUK will occasionally update these Terms. If there are material changes to the Terms or Statement of Privacy or in how BaseballSoftballUK will use your personal information, BaseballSoftballUK will prominently post such changes prior to implementing the change.

## **2. PRIVACY AND PROTECTION OF PERSONAL INFORMATION ON THE WEBSITES**

BaseballSoftballUK is committed to protecting your privacy. BaseballSoftballUK is a general audience web site, intended for users of all ages. Personal information of all users is collected, used and disclosed as described in the following Statement of Privacy.

### **STATEMENT OF PRIVACY**

#### **2.1 Collection of your Personal Information**

BaseballSoftballUK collects personal information, such as your e-mail address, name, home or work address or telephone number when you register. BaseballSoftballUK may also collect demographic information, such as your postcode, age and gender, and sport-specific information, such as your softball/baseball experience.

#### **2.2 Use of your Personal Information**

BaseballSoftballUK collects and uses your personal information to operate BaseballSoftballUK and provide services to participants and website users. From time to time we will need to contact you in order to operate BaseballSoftballUK and ensure our services are provided. BaseballSoftballUK also uses your personal information to inform you of other products or services available from BaseballSoftballUK and its affiliates in accordance with your stated preferences. BaseballSoftballUK may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

If you consent to being included on the roster of any baseball or softball team, BaseballSoftballUK provides access to personal information (including email address, postal address and telephone contact details) to those people who require it specifically for the purposes of operating the sports, including BSUK staff, BSF and BBF executive members and the appropriate club, team and league managers.

If you are listed as a team or league contact you will be contacted by us when necessary in order to operate the sports. If you are listed as a team or league contact on public pages of the websites you will also be contactable by other participants and website users. On these public pages your actual email address is hidden. Responsibility for updating contacts listings on team and league pages on the BaseballSoftballUK websites falls to the team and leagues themselves.

BaseballSoftballUK will not sell, rent or lease your contact details to third parties without your explicit consent. If BaseballSoftballUK contacts you in accordance with your stated preferences on behalf of external partners about a particular offering that may be of interest to you, your personal information (e-mail, name, address, telephone number) is not transferred to the third party.

We occasionally hire other companies to provide limited services on our behalf, such as handling the processing and delivery of mailings, providing customer support, processing transactions, or performing statistical analysis of our services. We will only provide those companies the personal information they need to deliver the service. They are required to maintain the confidentiality of your information and are prohibited from using that information for any other purpose.

BaseballSoftballUK does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

BaseballSoftballUK may access and/or disclose your personal information if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on BaseballSoftballUK or the site, (b) protect and defend the rights or property of BaseballSoftballUK, or (c) act under exigent circumstances to protect the personal safety of users of BaseballSoftballUK, its web sites, or the public.

At times website users may provide content for the BaseballSoftballUK websites which contains personal information such as your contact details. By doing so you acknowledge that BSUK is not responsible for how these publicly-viewable details may be used by third parties. For more information on submitting content see Section 7 of these Terms.

## **2.3 Collection and Use of Children's Personal Information**

BaseballSoftballUK maintains information on children's baseball and softball leagues, and related programmes. The personal details (including email addresses, phone numbers and other information) of participants under the age of 16 are never disclosed to third parties or displayed in public areas of the website. Players' names appear in the roster section of team pages only where the viewer is a registered participant in the same league as the team being viewed.

Participants under the age of 16 may elect to be listed in the BSUK Address Book for the purposes of receiving bsukMail (in which case their actual email address is not revealed), but may not elect to list their telephone contact details. Participants under the age of 16 may use the BSUK Bulletin Boards but may not participate in [www.fantasybaseballuk.com](http://www.fantasybaseballuk.com).

## **2.4 Use of Cookies**

BaseballSoftballUK uses "cookies" to identify you to the website during a session. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the BaseballSoftballUK services.

## **2.5 Advertising**

All advertisements you see on BaseballSoftballUK websites are displayed by BaseballSoftballUK and are appropriate for a general audience with an interest in baseball and softball. BaseballSoftballUK does not allow other companies to display advertisements on BaseballSoftballUK websites.

## **2.6 Enforcement of this Statement of Privacy**

If you have questions regarding this statement, you should first contact the BSUK webmaster via the [Support & FAQs](#) page on our website.

## **3. Registration of a Username and Password**

You are required to register to access certain functions of the site, particularly to register as a player or to manage a team or league. You then will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account, for maintaining up-to-date account details and for any and all activities that occur under your account. You may not use anyone else's account at any time, without the permission of the account holder.

You are also able to choose a roster code. This is a special password which may be provided to another user wishing to add you to their team roster, or to include you in any other list. Knowledge of your roster code will not allow anyone else access to your personal details. You can change your roster code as often as you like.

## **4. Links to Third Party Sites**

The BaseballSoftballUK site/services may contain images of and links to third party websites ("linked sites"). The linked sites are not under the control of BaseballSoftballUK and BaseballSoftballUK is not responsible for the contents of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. BaseballSoftballUK is not responsible for webcasting or any other form of transmission received from any linked site nor is BaseballSoftballUK responsible if the linked site is not working appropriately. BaseballSoftballUK is providing these links to you only as a convenience, and the

inclusion of any link does not imply endorsement by BaseballSoftballUK of the site or any association with its operators.

You are responsible for viewing and abiding by the privacy statements and terms of use posted at the linked sites. Any dealings with third parties (including advertisers) included within the BaseballSoftballUK site/services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. BaseballSoftballUK shall not be responsible or liable for any part of any such dealings or promotions.

## **5. No Unlawful or Prohibited Use**

As a condition of your use of the BaseballSoftballUK site/services, you will not use the BaseballSoftballUK site/services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the BaseballSoftballUK site/services in any manner that could damage, disable, overburden, or impair any BaseballSoftballUK site/services (or the network(s) connected to any BaseballSoftballUK site/services) or interfere with any other party's use and enjoyment of any BaseballSoftballUK site/services. You may not attempt to gain unauthorised access to any BaseballSoftballUK site/services, other accounts, computer systems or networks connected to any BaseballSoftballUK site/services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the BaseballSoftballUK site/services.

## **6. User of Services**

The BaseballSoftballUK site/services may contain e-mail services, bulletin board services, chat areas, news groups, forums, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

Use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.

Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes.

Upload, or otherwise make available, files that contain images, photographs, software or other material protected by (i) intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws or (ii) by rights of privacy or publicity, if any unless you own or control the rights thereto or have received all necessary consents to do the same.

Use any material or information, including images or photographs, which are made available through the BaseballSoftballUK Site/Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

Use of meta tag searches on the web sites.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.

Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.  
Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.  
Harvest or otherwise collect information about others, including e-mail addresses.  
Violate any applicable laws or regulations.  
Create a false identity for the purpose of misleading others.  
Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of an BaseballSoftballUK Site/Service(s) or other user or usage information or any portion thereof.

BaseballSoftballUK has no obligation to monitor the Communication Services. However, BaseballSoftballUK reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. BaseballSoftballUK reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

BaseballSoftballUK reserves the right at all times to disclose any information as BaseballSoftballUK deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in BaseballSoftballUK's sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Service. BaseballSoftballUK does not control or endorse the content, messages or information found in any Communication Service and, therefore, BaseballSoftballUK specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorised BaseballSoftballUK spokespersons, and their views do not necessarily reflect those of BaseballSoftballUK.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

## **7. Materials Provided to BaseballSoftballUK or Posted at any BaseballSoftballUK Web Site**

BaseballSoftballUK does not claim ownership of the materials you provide to BaseballSoftballUK (including feedback and suggestions) or post, upload, input or submit to any BaseballSoftballUK Site/Service or its associated services for review by the general public, or by the members of any public or private group, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting BaseballSoftballUK, its affiliated companies and necessary sublicensees (i) permission to use your Submission in connection with the operation of their Internet businesses (including, without limitation, all BaseballSoftballUK Site/Services) (ii) the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission, to publish your name in connection with your Submission, (iii) and the right to sublicense such rights to any supplier of a BaseballSoftballUK Site/Service

No compensation will be paid with respect to the use of your Submission, as provided herein. BaseballSoftballUK is under no obligation to post or use any Submission you may provide and BaseballSoftballUK may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

This section is inapplicable to any personally identifiable information that you provide in connection with your use of the BaseballSoftballUK Site/Services. For terms and conditions governing the use of such information please refer to the Statement of Privacy in Section 2.

## **8. LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE BASEBALLSOFTBALLUK SITE/SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE BASEBALLSOFTBALLUK SITE/SERVICES AND TO THE INFORMATION THEREIN. BASEBALLSOFTBALLUK AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE BASEBALLSOFTBALLUK SITE/SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE BASEBALLSOFTBALLUK SITE/SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

BASEBALLSOFTBALLUK AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE BASEBALLSOFTBALLUK SITE/SERVICES FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW. BASEBALLSOFTBALLUK AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS AND OTHER TERMS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT.

YOU SPECIFICALLY AGREE THAT BASEBALLSOFTBALLUK SHALL NOT BE RESPONSIBLE FOR UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH A BASEBALLSOFTBALLUK SITE/SERVICE. YOU SPECIFICALLY AGREE THAT BASEBALLSOFTBALLUK IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT BASEBALLSOFTBALLUK IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN A BASEBALLSOFTBALLUK SITE/SERVICE BY ANY THIRD PARTY. YOU SPECIFICALLY AGREE THAT BASEBALLSOFTBALLUK IS NOT RESPONSIBLE FOR THE USE BY THIRD PARTIES OF PERSONAL DETAILS YOU HAVE CONSENTED TO BEING PUBLISHED ON THE SITES.

TO THE FULLEST EXTENT PERMITTED BY LAW IN NO EVENT SHALL BASEBALLSOFTBALLUK AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA REVENUES OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE BASEBALLSOFTBALLUK SITE/SERVICES, WITH THE DELAY OR INABILITY TO USE THE BASEBALLSOFTBALLUK SITE/SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE BASEBALLSOFTBALLUK SITE/SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE BASEBALLSOFTBALLUK SITE/SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BASEBALLSOFTBALLUK OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE BASEBALLSOFTBALLUK SITE/SERVICES, OR WITH ANY OF THESE TERMS OF USE, TO THE FULLEST EXTENT PERMISSIBLE BY ENGLISH LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BASEBALLSOFTBALLUK SITE/SERVICES. THE LIMITATIONS ON AND EXCLUSIONS OF LIABILITY FOR DAMAGES IN THIS AGREEMENT APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY. NOTHING IN THIS

AGREEMENT LIMITS BASEBALLSOFTBALLUK'S LIABILITY FOR (I) PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE OR (II) FRAUD.

## **9. Storage Space And Other Limitations**

You agree that BaseballSoftballUK may establish limits concerning use of any BaseballSoftballUK Service offered on a BaseballSoftballUK website, including the maximum number of e-mail messages that may be sent from or received by an account on any BaseballSoftballUK Service, the maximum size of an e-mail message that may be sent from or received by an account on any BaseballSoftballUK Service, the maximum disk space that will be allotted on BaseballSoftballUK's servers on your behalf either cumulatively or for any particular service, such as for storing digital photographs, and the maximum number of times and duration you may access any BaseballSoftballUK Service in a given period of time.

You agree that BaseballSoftballUK has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any BaseballSoftballUK Service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any BaseballSoftballUK service may change at any time. You acknowledge that BaseballSoftballUK reserves the right to sign out, terminate or delete your accounts for any particular website or service within BaseballSoftballUK that are "inactive" for an extended period of time. "Inactive" means that you have not signed in to a particular service for an extended period of time, as determined by BaseballSoftballUK, in its sole discretion. The amount of time that BaseballSoftballUK considers as an "extended" period of time is determined based on the particular BaseballSoftballUK website or BaseballSoftballUK Service within BaseballSoftballUK to which it pertains, and will be published on the website prior to any termination or deletion.

BASEBALLSOFTBALLUK MAKES NO WARRANTY THAT ANY BASEBALLSOFTBALLUK SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

## **10. Termination/Access Restriction**

BaseballSoftballUK reserves the right, in its sole discretion, to terminate your access to any or all BaseballSoftballUK Site/Services and the related services or any portion thereof at any time, without notice. BaseballSoftballUK may also terminate or suspend your access to BaseballSoftballUK Site/Service(s) for inactivity, as set forth, above, in "Storage Space and Other Limitations". BaseballSoftballUK shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

## **11. No Spam, Damages**

BaseballSoftballUK may immediately terminate any account which it determines, in its sole discretion, is transmitting or is otherwise connected with any 'spam' or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay BaseballSoftballUK liquidated damages of five UK pounds (GBP 5.00) for each piece of 'spam' or unsolicited bulk email transmitted from or otherwise connected with your account. Otherwise you agree to pay BaseballSoftballUK's actual damages, to the extent such actual damages can be reasonably calculated. You agree that BaseballSoftballUK may charge such damages to your selected payment method.

## **12. General**

Claims for enforcement, breach or violation of duties or rights under this agreement shall be adjudicated under the laws of England, without reference to conflict of laws principles. All other claims, including without limitation claims under or for violation of state consumer protection laws, unfair competition laws, and in tort, shall be adjudicated under the law of your state of residence. You hereby irrevocably consent to the non-exclusive jurisdiction and venue of the English courts in all disputes arising out of or relating to the use of the BaseballSoftballUK Site/Services. You agree that no joint venture, partnership, employment, or agency relationship exists between you and BaseballSoftballUK as a result of this agreement or use of the BaseballSoftballUK Site/Services. You agree to indemnify and hold BaseballSoftballUK, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including

reasonable legal fees on a solicitor-client basis, asserted by any third party due to or arising out of your use of or conduct on the BaseballSoftballUK Site/Services.

Subject to all applicable Data Protection legislation, BaseballSoftballUK reserves the right to disclose any personal information about you or your use of the BaseballSoftballUK Site/Services, including its contents, without your prior permission if BaseballSoftballUK has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process, (2) protect and defend the rights or property of BaseballSoftballUK or its affiliated companies, (3) enforce these Terms of Use and Notices, or (4) act to protect the interests of its members or others. BaseballSoftballUK's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of BaseballSoftballUK's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the BaseballSoftballUK Site/Services or information provided to or gathered by BaseballSoftballUK with respect to such use.

The Contracts (rights of Third Parties) Act 1999 does not apply to the agreement between you and us formed by these Terms of Use and Notices. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. BaseballSoftballUK will not be liable to you for any breach of these Terms of Use and Notices, which arise because of any circumstances that BaseballSoftballUK cannot reasonably be expected to control. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and BaseballSoftballUK with respect to the BaseballSoftballUK Site/Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and BaseballSoftballUK with respect to the BaseballSoftballUK Site/Services provided that this shall not limit either party's liability for any fraudulent misrepresentation. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **13. Further Notices Specific to Fantasy Baseball UK**

#### **13.1 Operation of the Fantasy Baseball UK Website**

www.fantasybaseballuk.com is the home of Fantasy Baseball UK, BSUK's fantasy game aimed at UK-based fans of Major League Baseball. The game concept and brand Fantasy Baseball UK and domain name www.fantasybaseballuk.com are owned by BaseballSoftballUK. However, the game format, operation of the game and the maintenance of the website through which this operation takes place are not owned or undertaken by BaseballSoftballUK. These aspects are overseen by the designers of the game and the website and maintained by volunteers from the Fantasy Baseball UK community.

#### **13.2 Refunding a Payment on the Fantasy Baseball UK Game**

Once you enter a team in a www.FantasyBaseballUK.com game which requires payment, you have 7 days within which you may decide to de-register that team and claim a full refund. Refund claims must be made in writing to BaseballSoftballUK, Ariel House, 74a Charlotte St, London, W1T 4QJ.

Full rules of the game and any restrictions can be found at [www.fantasybaseballuk.com](http://www.fantasybaseballuk.com).

### **14. Copyright And Trademark Notices:**

All contents of the BaseballSoftballUK websites are: Copyright (c) 1996 - 2009 BaseballSoftballUK, Ariel House, 74a Charlotte Street, London, W1H 4QT United Kingdom All rights reserved.