

## PROACTIVE SOCCER SCHOOL TERMS AND CONDITIONS

Please read these terms carefully before using this website.

By using this website, the user ("user" or "you") agree to the following terms of use. If you do not agree to these terms of use, you should exit the website. Our Privacy Policy forms part of these terms of use.

### Ownership

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### Disclaimer

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### Limitation of liability

To the fullest extent permitted by applicable laws, none of the operators nor any of their respective directors, employees, affiliates or other representatives will be liable for any loss or damages (whether direct or indirect and whether caused by negligence or otherwise) arising out of or in connection with the use of, or inability to use, the materials in and/or facilities or services offered through this website, including, but not limited to, indirect, special or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties (even if any or all of the operators have been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable). If this clause is unenforceable in whole or in part in any jurisdiction due to relevant laws, then in no event shall the total liability to you of all of the operators and their respective directors, employees, affiliates or other representatives for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for accessing this website. Nothing in this clause shall limit or exclude any liability for death or personal injury resulting from negligence.

### Indemnification

You agree to defend, indemnify and hold harmless all of the operators and their respective directors, officers, employees and agents from and against all liabilities, claims, damages, costs and expenses, including attorneys' fees arising out of: your use of the website; any material you post, upload, e-mail or otherwise transmit using the site; or your violation, breach or alleged violation or breach of these terms of use.

### Children under 16

If you are under 16, you must ask your parents or a guardian before you:

E-mail the website, or ask us to e-mail anything to you;

Send any information to us;

Enter any content or game that requires information about you or offers a prize;

Post any information on any bulletin board or enter any chat room;

Buy anything online

By continuing to use this website and any of the services offered, you are confirming that you have received the consent of your parents or guardian.

### Links from this site

This website contains links to other internet sites on the world wide web. We provide such links for your convenience only, and we are not responsible for the content in any site linked to from this website. We disclaim all warranties, express or implied as to the accuracy, legality, reliability or validity of any content on any other such site, and that such sites will be free of viruses or other harmful elements.

### Amending the terms of use and privacy policy

We may add to, change or remove any part of these terms of use and privacy policy at any time, without notice. Any changes to these terms of use or privacy policy or any terms shown on this website apply as soon as they are shown. By continuing to use this website after any changes are posted, you are indicating your acceptance of those changes. It is therefore your responsibility to check these terms of use and privacy policy each time you use this website, so that you can take note of any amendments we may make. We may add, change, discontinue, remove or suspend any other content displayed on this website, including features and specifications of products and services described or depicted on the website, temporarily or permanently, at any time, without notice and without liability.

### Governing law

Those who choose to access this website do so at their own risk and on their own initiative and are responsible for compliance with all applicable local laws. These terms shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any dispute under these terms shall referred to and settled by arbitration in accordance with the International

Chamber of Commerce Arbitration Rules. The place of the arbitration shall be your home country. The language of arbitration shall be English and the number of arbitrators shall be one. Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of UAE.

United Arab of Emirates is our country of domicile.

Minors under the age of 18 shall be prohibited to register as a User of this website and are not allowed to transact or use the website.

If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.

The cardholder must retain a copy of transaction records and Merchant policies and rules.

We accept payments online using Visa and MasterCard credit/debit card in AED and USD.

www.passabudhabi.com will NOT deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of UAE.

Multiple transactions may result in multiple postings to the cardholder's monthly statement.

#### Miscellaneous

Any waiver of any provision of these terms must be in writing signed on behalf of PASS Abu Dhabi to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions. These terms represent the entire understanding and agreement between the parties relating to the subject matter herein and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by you and on behalf of PASS Abu Dhabi.

#### Data collection

By using this website you consent to the collection and use of your personal information as contemplated by our Privacy Policy. The Privacy Policy forms part of these Terms of Use.

#### Commercial Policy

- Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of UAE.
- United Arab of Emirates is our country of domicile.

- Minors under the age of 18 shall be prohibited to register as a User of this website and are not allowed to transact or use the website.
- If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.
- The cardholder must retain a copy of transaction records and Merchant policies and rules

#### Refund and Cancellation

- You have the right to cancel your booking at any time and a full refund will be given if cancelled before the first session. Further refunds will be offered at any time before the second lesson. There will be no refunds once the second session commences. This will be on a pro-rated basis. Refunds will be done only through the original mode of payment.

#### COVID19

- We will continue to abide by government direction with the handling of COVID19 procedures
- Please be aware that these regulations may change and you will be expected to adhere to these to ensure a safe environment for your participant. This may include but not limited to wearing a mask and gloves, maintaining a safe distance, reporting any illnesses and accepting regular temperature checks
- You hereby agree on behalf of your child/ward, as well as on behalf of his/her heirs, executors, administrators, personal representatives, successors and assigns, to hold harmless and indemnify ProActive Soccer School Ltd and its employees against any and all liabilities, actions, causes of actions, claims, expenses, costs (including attorney fees and court costs) and damages suffered on account of my child's/ward's participation in the TRAINING PROGRAM and its activities or injury to your child/ward or his/her property.

#### Service policy

The website [www.passabudhabi.com](http://www.passabudhabi.com) will NOT deal or provide any services or products to any of FOC (Office of Foreign Assets Control) sanctioned countries in accordance with the law of the UAE