

TERMS AND CONDITION

THIS TERMS AND CONDITIONS APPLIES TO BUSHIDO JIU-JITSU JORDAN, INC WEBSITE AND ALL RELATED SITES, APPLICATIONS, SERVICES AND TOOLS REGARDLESS OF HOW YOU ACCESS OR USE ANY OF THEM.

BUSHIDO JIU-JITSU JORDAN, INC RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO DENY FURTHER OR CONTINUING ACCESS TO OUR SITE TO ANY VISITOR, INCLUDING, WITHOUT LIMITATION, ANY USER THAT HAS VIOLATED ANY ASPECT OF THE TERMS AND CONDITIONS.

All reference to the 'Bushido Jiu-Jitsu Jordan, Inc.' refers to Bushido Jiu-Jitsu Jordan, Inc, its staff, employees, sub-contractors, agents and representatives. Facilities refer to our premises at: 3833 Nineteenth Street, Jordan, Ontario, Canada L0R1S0.

Users of Bushido Jiu-Jitsu Jordan, Inc are bound, as a condition of continued use of the website, to comply with the rules set out below. This is to ensure that the facilities are properly and safely used and that all Users have full advantage of them without interfering with the enjoyment of others.

Bushido Jiu-Jitsu Jordan, Inc reserves the right to update, modify or amend these Terms at any time, and any such updates, modifications or amendments will be binding on you. Because these Terms are binding upon you in connection with any use you make of the Site at any time, you should regularly check for changes before proceeding to use this Site.

The section headings used in these Terms are for reference purposes only and shall not be used in the interpretation of the meaning of these Terms.

1. DISCLAIMER OF WARRANTY

ALL CONTENT, MATERIALS, PRODUCTS, SERVICES AND INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. SUBJECT TO THE FOREGOING, BUSHIDO JIU-JITSU JORDAN, INC DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL EXPRESS WARRANTIES EXCEPT THOSE EXPLICITLY MADE IN THESE TERMS AND CONDITIONS. BUSHIDO JIU-JITSU JORDAN, INC MAKES NO REPRESENTATION THAT THE INFORMATION OR CONTENT CONTAINED ON THIS WEBSITE, YOUR RESULTS IN USING THIS WEBSITE, OR THE SERVICE ITSELF WILL BE ACCURATE, VALID, RELIABLE, COMPLETE, TIMELY OR AVAILABLE OR THAT IT DOES NOT VIOLATE OR INFRINGE THE RIGHTS OF ANY THIRD PARTY. BUSHIDO JIU-JITSU JORDAN, INC DOES NOT WARRANT THAT THE CONTENT, MATERIALS, PRODUCTS, SERVICES AND INFORMATION MADE AVAILABLE TO YOU THROUGH

THIS WEBSITE, ITS SERVERS, OR E-MAIL SENT FROM BUSHIDO JIU-JITSU JORDAN, INC WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL AGENTS OR COMPONENTS, SECURE OR TIMELY. BUSHIDO JIU-JITSU JORDAN, INC MAKES NO REPRESENTATION AND SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING ANY SITE LINKED TO THIS WEBSITE.

2. SESSION

In order to book a training session, you'll be required to make a monthly payment subject to the training plan or package made available to you. You understand that all payments shall be made monthly and are due on the first of every month. You'll also be required to sign-up on our website.

Payments will be received through payment medium provided to you.

3. WEBSITE ACCESS AND USE

Access to the Website including, without limitation, the Website Content is provided for your information and personal, non-commercial use only. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law. Except as expressly permitted in these Terms and Conditions, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content.

Furthermore, except as expressly permitted in these Terms and Conditions, you may not:

- remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the Website or Website Content;
- circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or Website Content;
- Use an automatic device (such as a robot or spider) or manual process to copy or "scrape" the Website or Website Content for any purpose without our express written permission. Notwithstanding the foregoing, we grant public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;

- transmit, distribute or upload programs or material that contain malicious code, such as viruses, time bombs, cancelbots, worms, Trojan horses, spyware, or other potentially harmful programs or other material or information;
- forge any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason;
- collect or harvest any personally identifiable information from the Website including, without limitation, user names, passwords, email addresses;
- solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
- attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same;
- decompile, reverse engineer, or disassemble any portion of any the Website;
- Encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Account (as "Account" is defined below without permission, etc.) ;
- affect us adversely or reflect negatively on us, the Website, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Website, or from advertising, linking or becoming a supplier to us in connection with the Website;
- Engage in any conduct that restricts or inhibits any other user from using or enjoying the Website.

Furthermore, you agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms and Conditions.

4. INTELLECTUAL PROPERTY RIGHTS

The trademarks of Bushido Jiu-Jitsu Jordan, Inc are proprietary to Bushido Jiu-Jitsu Jordan, Inc and may not be used by you for any reasons other than as expressly permitted by these terms. All Website content, design, text, graphics, and interfaces; the collection, selection, and arrangement thereof; and all software are property of, or duly licensed to, Bushido Jiu-Jitsu Jordan, Inc. You have the right to view, electronically copy, and print in hard copy portions of the Website for the sole purpose of making class reservations, purchases, or other personal use.

Any other use of materials on the Website, including modification, distribution, or reproduction for purposes other than those noted above, without the prior written permission of Bushido Jiu-Jitsu Jordan, Inc, is strictly prohibited.

You acknowledge that Bushido Jiu-Jitsu Jordan, Inc and/or third-party content providers remain the owners of all Website materials, and that you do not acquire any of those ownership rights by downloading, copying, or using any such material in accordance with these Terms and Conditions. Bushido Jiu-Jitsu Jordan, Inc may discontinue or remove the Website, or any portion thereof, or discontinue your right to use the Website, or any portion thereof, at any time.

As between you and Bushido Jiu-Jitsu Jordan, Inc, you own all content that you submit to Bushido Jiu-Jitsu Jordan, Inc. You grant Bushido Jiu-Jitsu Jordan, Inc and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable (through multiple tiers) royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your content (including without limitation, your name and likeness, photographs and testimonials) for any purpose whatsoever commercial or otherwise without compensation to you. In addition, you waive any so-called "moral rights" in your content. You further grant all users of Bushido Jiu-Jitsu Jordan, Inc's services permission to view your content for their personal, non-commercial purposes.

In participating in Bushido Jiu-Jitsu Jordan, Inc's training sessions, you may be photographed, videoed or otherwise recorded by Bushido Jiu-Jitsu Jordan, Inc or third parties authorized by Bushido Jiu-Jitsu Jordan, Inc in its or such third parties producing of content which among other things Bushido Jiu-Jitsu Jordan, Inc or such third parties may use to advertise, report upon, market and/or promote Bushido Jiu-Jitsu Jordan, Inc and its services. You hereby consent to such usage of your imagery for all and any such purpose by Bushido Jiu-Jitsu Jordan, Inc and such third parties and hereby agree that Bushido Jiu-Jitsu Jordan, Inc and such third parties without any payment to you shall in all cases be the sole owner of all intellectual and other proprietary rights therein without any restriction whatsoever.

5. WEBSITE CONTENT & THIRD PARTY LINKS

We provide the Website including, without limitation, Website Content for informational, educational, entertainment and promotional purposes only. You may not rely on any information and opinions expressed on any of our Website for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

In many instances, Website Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Website by anyone other than authorized employees or spokespersons while acting in their official capacities.

If there is a dispute between persons accessing the Website or between persons accessing the Website and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release the Website, us, and our officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries, and related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

The Website may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites.

You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

6. WAIVER

In consideration of permission to participate in martial arts training session at our premises, you hereby, for yourself, your heirs, assigns, do hereby release, acquit, waive, discharge, and covenant not to sue Bushido Jiu-Jitsu Jordan, Inc, or any of the directors, officers, managers, employees, agents, affiliates, attorneys, spouses, heirs, executors, administrators, successors, assigns, organizers, volunteers, sponsors, affiliated organizations, coaches, instructors, managers, trainers, or any other persons involved from liability from any and all claims including the negligence of Bushido Jiu-Jitsu Jordan, Inc resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

7. ASSUMPTION OF RISKS

You understand that some of the activities in which you'll be involved carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Bushido Jiu-Jitsu Jordan, Inc has facilities for and provides for martial arts activities. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

You certify on behalf of yourself, or your child, heirs, assigns that you're aware and knowingly agree that by the very nature of martial arts, and the physical contact involved, there is a high risk of injury related to participating in martial arts, and You hereby assume all risk including scratches, bruises, and sprains, eye injury or loss of sight, joint or back injuries, heart attacks, broken bones, and concussion, paralysis and/or death relating to your participation in martial arts or other activities in Bushido Jiu-Jitsu Jordan, Inc. facility.

8. INDEMNIFICATION

You agree to indemnify and hold harmless the Website, us, and our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Website; (ii) User Content provided by you or through use of your Account; (iii) any actual or alleged violation or breach by you of these Terms and Conditions; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

9. LIMITATION ON LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE WEBSITE, US, OR OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE ABOVE LISTED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THESE TERMS AND CONDITIONS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF THE WEBSITE, US, AND OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY THE ABOVE LISTED PARTIES DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF THE WEBSITE OR THESE TERMS AND CONDITIONS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

10. TERMINATION

We reserve the right in our sole discretion and at any time to terminate or suspend your Account and/or block your access to the Website for any reason including, without limitation if you have failed to comply with these Terms and Conditions. You agree that the Website, us, our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and related companies shall not be liable to you or any third party for any termination or suspension of your Account or for blocking your access to the Website.

Any suspension or termination shall not affect your obligations to us under these Terms and Conditions. The provisions of these Terms and Conditions which by their nature should survive the suspension or termination of your Account or these Terms and Conditions shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions set forth below.

11. CHOICE OF LAW; JURISDICTION AND VENUE

These Terms and Conditions shall be construed in accordance with the laws of the Province of Ontario without regard to its conflict of laws rules. Any legal proceedings against the Website, us, our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, or related companies that may arise out of, relate to, or be in any way connected with our Website or these Terms and Conditions shall be brought exclusively in a state or federal court in the Province of Ontario; and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

12. MISCELLANEOUS

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms and Conditions, which shall remain in full force and effect.

These Terms and Conditions (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

You may not assign these Terms and Conditions or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment

or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms and Conditions or any rights hereunder without your consent and without notice.

Contact Us.

Should you have any question or concern regarding the use of this website, please feel free to contact us at: bushidojiujitsu-jordan@gmail.com