

Welcome to Red Lion Chess Academy!

By using our services, you agree to be bound by these policies:

Red Lion provides its service to you subject to the following terms and conditions (the "Terms of Service"). Red Lion may also offer other services that are governed separately by their own Terms of Service.

Services

Red Lion provides content and tools designed to let users learn or teach chess; participate in or manage chess clubs and classes; and engage in other chess-related activities that may be added from time to time (the "Service"). You understand and agree that the Service is provided "AS-IS" and that Red Lion does not assume any liability for personal information stored through our Service. You accept that some parts of the Service may include advertisements. Red Lion reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Red Lion shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Registration

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract or, if not, your parent has read and agreed to this term and will be responsible for your compliance. You also agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if Red Lion has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Red Lion has the right to suspend or terminate your account and refuse all current or future use of the Service.

Red Lion is concerned about the safety and privacy of all its users, particularly children. For this reason, parents, or guardians of children under the age of thirteen who wish to allow their children access to the Service must create an account that is maintained by a legal guardian of at least 18 years old and monitor the child's usage. By allowing a child access to your account, you also give your child permission to access all areas of the Service. Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Service areas and/or Content are appropriate for your child.

If you are acting on behalf of a school or chess club that creates online accounts for children enrolled in your program who are under the age of 13, you represent that you have the requisite permission from that child's parents that allows you to use online products such as ours to support your activities on behalf of that child and that you will be responsible for proper use of

the parental controls offered on the service as if you were the parent. Mechanisms are provided by which you may transfer this responsibility to the actual parent if you so choose.

Privacy Policy

You acknowledge that you have read and agreed to our Privacy Policy, which may be reviewed at any time via the terms and conditions button found under the “more tab” on www.redlionchessacademy.com.

Confidentiality

We limit access to personal information about you to employees and contractors who we believe need to meet that information to do their jobs. We have safeguards that comply with federal regulations to protect your personal information.

Protecting Your Information

Red Lion does not rent, sell, or share personal information about you with other people or nonaffiliated companies except to provide products or services you have requested, when we have your permission, or under the following circumstances:

- We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims.
- We believe it is necessary to share information to investigate, prevent, or act regarding suspected illegal activities, situations involving potential threats to the physical safety of any person, violations of Red Lion's terms of use, or as otherwise required by law.
- We transfer information about you if Red Lion is acquired by or merged with another company. In this event, Red Lion will notify you before information about you is transferred and becomes subject to a different privacy policy.

Young Children

Red Lion is especially committed to protecting the privacy of young children. Children under 13 years old may not register an account and use our service until directly confirmed by a parent or confirmed by an appropriate authority registered with us, such as a school or a club, who we believe has permission to act on the parent's behalf. In the latter case, there is a mechanism that the school or chess club may elect to use that simultaneously notifies the parent of their child's involvement; however, we cannot guarantee that the school or club will choose to take advantage of this opportunity.

Activities of the young child on Red Lion may at any time be viewed by the parent or other confirming authority, or a parent who is later identified and confirmed, will receive copies of any correspondence to the child, will control the child's account settings, and must approve any invitations the child may receive for club memberships, friend requests, etc. A parent will be given a free account for this purpose, with a username and password separate from the children.

Policy Updates

Red Lion may update this policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account or by placing a prominent notice on our site.

Member Accounts

If you choose to register, you will have selected a username and password upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account. You are also fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Red Lion of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Red Lion cannot and will not be liable for any loss or damage arising from your failure to protect your account.

You acknowledge, consent and agree that Red Lion may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Red Lion, its users, and the public.

Account Limitations

You acknowledge that Red Lion may establish standards and limits concerning use of the Service. You agree that Red Lion has no responsibility or liability for the failure to store any messages and other communications or other content or records maintained or transmitted by the Service. You acknowledge that Red Lion reserves the right to sign out accounts that are inactive for an extended period. You further acknowledge that Red Lion reserves the right to modify these customary practices and limits from time to time, at their sole discretion.

Termination

You agree that Red Lion may, without prior notice, immediately terminate your account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other relevant documents, (b) requests by law enforcement or other government agencies, (c) requests made by you, (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your Red Lion account includes (a) denial of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in Red Lion's sole

discretion and that Red Lion shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

Member Conduct

You agree to not use the Service to:

1. Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
2. Threaten or harm minors in any way.
3. "Stalk" or otherwise harass another.
4. Impersonate any person or entity, including, but not limited to, a Chess School representative, or falsely state or otherwise misrepresent your affiliation with a person or entity.
5. Forge headers or otherwise manipulate identifiers to disguise the origin of any Content transmitted through the Service.
6. Upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships.
7. Upload, post, email, transmit or otherwise make available any Content that infringes any patent, service mark, trademark, trade secret, copyright, or other proprietary rights of any party.
8. Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.
9. Upload, post, email, transmit or otherwise make available any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
10. Disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
11. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service.
12. Intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law; and/or
13. Collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.
14. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Chess School username), use of the Service, or access to the Service. You agree that your Chess School account is non-transferable.

Content

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Red Lion, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Red Lion does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such Content. You understand that by using the Service, you may unintentionally be exposed to Content that is offensive, indecent, or objectionable. Under no circumstances will Red Lion be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted, or otherwise made available via the Service.

You acknowledge that Red Lion may or may not pre-screen Content, but that Red Lion and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, Red Lion and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Red Lion or submitted to Red Lion, including without limitation information in Red Lion forums and in all other parts of the Service.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Red Lion and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution, or public exhibition of the materials provided on the Service, in whole or in part, is prohibited.

Red Lion does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Red Lion the following worldwide, royalty-free and non-exclusive license: that any Content you submit or make available for inclusion on publicly accessible areas of the Service, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

Indemnity

You agree to indemnify and hold Red Lion and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post,

transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Red Lion has no control over such sites and resources, you acknowledge and agree that Red Lion is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Red Lion shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods, or services available on or through any such site or resource.

General Information

The Terms of Service constitutes the entire agreement between you and Red Lion and governs your use of the Service, superseding any prior agreements between you and Red Lion with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Red Lion services, affiliate services, third-party content, or third-party software. The TOS and the relationship between you and Red Lion shall be governed by the laws of the State of Nevada without regard to its conflict of law provisions. You and Red Lion agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Nevada. The failure of Red Lion to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. 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 the Service, or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Disclaimer of warranties

You expressly understand and agree that:

1. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Red Lion and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
2. Red Lion and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that (i) the service will meet your requirements; (ii) the service will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information or other material purchased or obtained by you through

the service will meet your expectations; and (v) any errors in the software will be corrected.

3. Any material downloaded or otherwise obtained using the service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
4. No advice or information, whether oral or written, obtained by you from Red Lion or through or from the service shall create any warranty not expressly stated in the Terms of Service.
5. A small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen or while using the service. Certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to using the service. Immediately discontinue use of the service and consult your physician if you experience any of the following symptoms while using the service: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

Subscriber Agreement

Paid subscriptions to Red Lion and other services on this site are governed by the following terms and agreement:

Payments

Payments for subscriptions can be made via credit card or other form of payment that may be offered to certain customers, such as schools. All subscriptions are in US dollars. Some subscriptions are auto renewed until canceled by the subscriber and will be identified as such.

Services

Subscribers are guaranteed to receive the services outlined on the subscription page for the duration of their subscription, except in the case of a systemwide termination of service. Services are effective and available immediately upon receipt of payment other than renewals of existing services that you choose to defer until the completion of your current subscription period.

Red Lion reserves the right to terminate its service systemwide with at least one-year notice to subscribers. Upon such notice, all current and any subsequently purchased subscriptions will expire no later than the effective termination date in such notice and Red Lion will have no liability for service or refunds of unused service beyond that date. In case of an involuntary termination without such notice for technical, financial, or other reasons beyond our control, or liability will never be more than the prorated unused share of the amount paid for each subscription, treating subscriptions with no set expiration date as having a duration of one year from the start date.

Refunds

If you are not satisfied, please contact Member Support. Full or partial refunds may be given at the sole discretion of Red Lion, based on individual circumstances, and are not guaranteed. Refunds will NOT be given to subscribers who are banned from the site due to violating the Terms and Conditions of site use (abusive behavior, cheating, etc.).

Parent or Guardian Signature Sign Here

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Red Lion Chess Instructor or Staff Sign Here

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