



1933 Springfield Ave, Maplewood, NJ 07040
1-866-TheGymM
www.thegymmaplewood.com

www.TheGymMaplewood.com
TERMS AND CONDITIONS

WELCOME to www.thegymmaplewood.com. PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE GYM MAPLEWOOD, LLC REGARDING YOUR USE OF OUR WEBSITE

These are official terms and conditions and form a legally binding agreement between you and The Gym Maplewood ("The Gym", "we", "us" or "our") regarding your use of the Internet Web Site located at [Http://www.thegymmaplewood.com/](http://www.thegymmaplewood.com/), as well as the associated Webpages, features and functions made available by The Gym Maplewood and any other Web pages associated with The Gym Maplewood regardless of the exact URL web addresses (individually and collectively, the "The Gym Maplewood").

YOU AGREE TO READ THESE TERMS OF USE CAREFULLY EACH TIME YOU ACCESS THE GYM MAPLEWOOD SITE.

1. GENERAL access to THE GYM MAPLEWOOD SITE.

The Gym Maplewood site is offered and made available only to e users 19 years of age or older or have reached the age of majority in the jurisdiction in which you live or reside. If you are not yet 18 years old or not have reached the age of majority in the jurisdiction in which you live or reside, you must have a parent or guardian's permission to view, access and use the services provided by The Gym Maplewood Site. Moreover, if your use of The Gym Maplewood Site is prohibited or restricted in any way by the laws, regulations or other governmental requirements of the jurisdiction in which you live or reside, or if for any reason and at any time, you don't agree with all of the terms and conditions contained in this Terms and Conditions, please discontinue using the Gym on Maplewood Site immediately. BY ACCESSING THE GYM MAPLEWOOD SITE: (I) YOU CERTIFY THAT YOU ARE AT LEAST 18 YEARS OF AGE OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU LIVE OR RESIDE OR HAVE A PARENT'S OR GUARDIAN'S PERMISSION TO ACCESS THE GYM MAPLEWOOD AND (II) YOU UNDERSTAND, ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TD/ERMS AND CONDITIONS. YOUR REMEDY FOR DISSATISFACTION WITH THE GYM MAPLEWOOD SITE, OR ANY SERVICES, CONTENT OR OTHER INFORMATION AVAILABLE ON OR THROUGH THE GYM MAPLEWOOD SITE, IS TO STOP USING THE GYM MAPLEWOOD SITE AND/OR THOSE PARTICULAR SERVICES OR CONTENT. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS AND CONDITIONS BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR ACESSING THE SITE.

When we use the term "Agreement" we mean are referring to these Terms and Conditions, as well as any additional terms and conditions that apply to and govern your

use or the features, functions and services we make available to you from time to time thru the Gym Maplewood Site. These Terms of Use and our use of the term “Agreement” also includes our Privacy Policy that can be accessed through a link on the Gym Maplewood footer on every page. The Privacy Policy is hereby incorporated into our Agreement with you by this reference and this Agreement will remain in full force and effect as long as you access and use the Gym Maplewood Site, even if your use of or participation in any particular services, feature, or function terminates, expires, ceases, is suspended or deactivated for any reason.

The words “use” or “using” in this Agreement, means any time and individual (a “user”), directly or indirectly with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from the Gym Maplewood Site, receive data from our transmit data to, the Gym Maplewood Site, or in any way utilizes, benefits, takes advantage of our interacts with any function, service or feature of the Gym Maplewood Site, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third party content or any links on the Gym Maplewood Site that may direct your browser or your internet connection to third party Web sites or Web pages.

2. OWNERSHIP AND PROPRIETARY RIGHTS

The Gym Maplewood Site, including all content, media and materials, all software, computer code, design, text, images, photographs, illustrations, audio and video material, media files, artwork, graphic material, articles, databases, proprietary information, writings, spoken statements, music, video recording, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all copyrightable or otherwise legally protectable elements of the Gym Maplewood, including, without limitation, the selection, sequence and “look and feel” and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in a black and white or in colors, alone or in conjunction with other works, characters, real or imaginary, in any part of the universe (all of the foregoing, individually and/or collectively, is referred to herein as “content”), are the property of The Gym Maplewood and /or its Affiliates, and their authorized advertisers, licensors, suppliers, service providers, promotional partners and/or sponsors. All Content on the Gym Maplewood Site is legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. As such you should assume that all Content contained in the Gym Maplewood is either the copy righted property of The



1933 Springfield Ave, Maplewood, NJ 07040
1-866-TheGymM
www.thegymmaplewood.com

Gym Maplewood, unless otherwise noted, or are the copyrighted property of third parties.

The brands, names, logos, trade names, trademarks, service marks and other distinctive identifications on or of the Gym Maplewood Site, including, without limitation, "The Gym Maplewood" and or our stylized logo are the trademarks and intellectual property of and proprietary to The Gym Maplewood. You have no right to use any of these or any confusingly similar marks for any purpose without the express, prior, written consent of The Gym Maplewood.

3. LICENSE and SITE ACCESS

The Gym Maplewood authorizes you to access Content and grants you the limited right and license to use the Gym Maplewood Site solely for your non-exclusive, non-assignable, non-sublicensable, non-transferable and limited use and for no other purpose whatsoever.

You may share copies of Content displayed on the Gym Maplewood Site for non-commercial use on any social media. If you use our Content, you must not alter, delete or conceal any copyright or other legal notices contained on such Content that you display, print or reproduce and you must identify the Gym Maplewood Site as the source of the Content. Except in according with the Fair Use provisions of the Copyright Act, you shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, sell, upload, transit, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third-party Web site) or otherwise use, any content without the express prior written consent of The Gym Maplewood.

The license does not include any resale use of the Gym Maplewood Site or its Content; any collection and use of any product listings, descriptions, or prices; any derivative use of the Gym Maplewood Site or its Content; any downloading or copying of User ID information for the benefit of another merchant; or any use of data mining, screen copying or capturing, Web scraper, spider, robots or similar data gathering and extraction tools. Except in according with the Fair use provisions of the Copyright Act, the Gym Maplewood Site or any portion of this site may not be sold, resold, or otherwise exploited for any commercial purpose without the express, written consent of The Gym Maplewood. You may not frame or utilize framing techniques to enclose any Marks or content (including page layout, or form) on The Gym Maplewood Site without our express written consent. You may not use any meta tags or any other "hidden text" utilizing The Gym Maplewood's logo without our express, written consent. Any unauthorized use terminates the permission or license granted by the Gym Maplewood



1933 Springfield Ave, Maplewood, NJ 07040
1-866-TheGymM
www.thegymmaplewood.com

and may violate Federal law and subject you to civil liability, criminal prosecution, or both.

As an express condition of your use of The Gym Maplewood Site, you warrant to us that you will not use the Gym Maplewood Site for any unlawful purpose or purpose prohibited by this Agreement or the laws or regulations in the jurisdiction in which you live or reside or where you may engage in any activity with The Gym Maplewood Site. In addition, you represent and warrant that: (i) you are a bona fide active player or fan of the Facility. (ii) your use of the Gym Maplewood Site is solely for personal athletic and sports-related activity and (iii) you are not using the site to get web ideas, techniques or approaches or to assist others to utilize any of the Gym Maplewood in our site or offerings. Any unauthorized or prohibited use of any Content, including use in contravention of this Agreement, may subject you to civil liability, criminal prosecution, or both. If you violate any part of this agreement, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any of the Content. The Gym Maplewood makes no representation that any Content is legal or appropriate for use outside of the United States of America or that it is authorized for export from the United States of America or for import into any foreign country. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of any jurisdiction inside and outside of the United States of America from which you may access The Gym Maplewood Site.

4. EMAIL

E-mail is an important communications channel for The Gym Maplewood Site and The Gym Maplewood. All e-mail sent to us should be generated by the person in whose name the e-mail account is registered. E-mail users shall not mask their identity by using a false name or another person's name or account. We will use your e-mail address and the content of any e-mail for administrative and correspondence purposes and to send you information that you may request. Please see our Privacy Policy for details.

Any non-personal content you provide to The Gym Maplewood Site by e-mail. Including, but not limited to, feedback, data answers, questions, comments, suggestions, plans, ideas or the like (collectively "Information"), shall be deemed to be non-confidential and we assume no obligation to protect such information from disclosure. You understand, acknowledge and agree that if you submit any such information to us, it shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by The Gym Maplewood, this site and our Affiliates, for any purpose whatever, and we shall be free to reproduce, use, disclose and distribute such information without restriction.

5. COMMUNITY EVENTS POSTS.



1933 Springfield Ave, Maplewood, NJ 07040
1-866-TheGymM
www.thegymmaplewood.com

The Gym Maplewood and its facility frequently, as a service to the community, allow certain Community Event Sponsor, approved by us, to post its community activities, and entertainment or educational events (collectively "Events") on The Gym Maplewood Site so our clients, fans, families will have more knowledge of such Events that might be of interest to them.

Each Community Event Sponsor, by using The Gym Maplewood Site represents and warrants that:

- It is the authorized representative of an organization (corporation or otherwise) which it can speak for and may execute this Agreement on behalf of itself and the organization;
- The organization puts on or sponsors Events where Players, their fans and families may attend;
- The organization is licensed and in good standing in the jurisdiction in which its Events take place;
- The organization shall obtain and maintain at all times all required licenses, credentials approvals or other certifications when providing Events and will ensure that it shall comply with all applicable governmental laws, rules and regulations when providing such Events; and
- The organization complies with all federal and state laws regarding discriminatory practices when providing its Events.

You and your organization agree to abide by any rules or style guides for posting your Events that we may issue from time to time. You and your organization agree that you will describe your Events accurately and truthfully. If there is a charge for entering or participating in the Event, the complete cost is disclosed in your posting, and if any Event or part thereof may not be suitable for young children, your announcement will disclose same.

You and your organization agree to hold The Gym Maplewood, our Affiliates and Facilities harmless for any liabilities or damages that might ensue as a result of your Event or its postings.

The Gym Maplewood is not responsible and assumes no responsibility for any errors in the posting of your Event due to system errors or failures, or faulty transmissions or other telecommunications malfunctions resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmission, failures, or for any problems or technical malfunction(s) of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, or any combination thereof, or other telecommunications malfunctions which may limit your ability to post an Event.



You and your organization hereby agree that The Gym Maplewood has sole and unilateral discretion over which posts will be published when and for how long. The Gym Maplewood may refuse any announcements, or remove it once posted for any reason or no reason whatsoever. Although we post general guidelines for eligibility of organizations and individual events, The Gym Maplewood may choose to follow them or not to in any given instance and/or to amend them from time to time. These provisions are for general guidance purpose and are not binding.

Caution: Any attempts by an individual to deliberately undermine the legitimate operation of The Gym Maplewood Community Events Posts is a violation of criminal and civil laws and should such an attempt be made; The Gym Maplewood reserves the right to notify the authorities and to seek damages from any such individual to the fullest extent of the law.

6. **DISCLAIMER AND LIMITATIONS OF LIABILITY.**

THE GYM MAPLEWOOD SITE AND ALL MATERIALS, AND PRODUCTS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE GYM MAPLEWOOD SITE WILL BE AVAILABLE FOR US, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. Without limiting the foregoing, neither The Gym Maplewood nor its Affiliates, IT suppliers or collaborators are responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Gym Maplewood site. You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all features and functions of The Gym Maplewood Site.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE GYM MAPLEWOOD SITE, THE GYM MAPLEWOOD OR, ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OR ANY KIND, IN CONNECTION WITH OR ARISING FROM USE OF THE GYM MAPLEWOOD SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. These exclusions apply regardless of the theory of liability, or whether related to your use or inability to use The Gym Maplewood site, or otherwise. These exclusions apply even if either party has been advised of the possibility of such damages. To the extent allowed by law, the maximum liability of The Gym Maplewood (which includes collectively, its Affiliates, officers, directors, employees, agents,



suppliers and licensors) to you shall not exceed the fees paid by you to The Gym Maplewood during the 12 months before the last event that gave rise to your claim. This limitation of liability applies whether the claims are contract, tort (including negligence), or otherwise. This limitation of liability for the Gym Maplewood is in the aggregate and not per incident. Neither party may bring a claim under this Agreement more than 18 months after the event that creates the action or claim.

Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have the entity responsible for such loss or damage, (either The Gym Maplewood, or its Affiliates (i.e., Facilities or Leagues, or their commercial stores or manufacturers) upon written notice from you to responsible entity, attempt to repair, correct or replace any deficient Product under this Agreement and, if repair, correction or replacement is not reasonably commercially practicable then the responsible entity shall refund any monies actually paid by you for the Product involved and to terminate and discontinue your use of The Gym Maplewood Site. You further understand and acknowledge the capacity of The Gym Maplewood Site, in the aggregate and for each user, is limited. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies, accordingly some of the exclusions and limitations described in this Agreement may apply to you.

7. ADS AND MALWARE.

We take great care and pride in creating The Gym Maplewood Site. We are always on the lookout for technical glitches that effect how the site works. When we find them on our end, we will make reasonable efforts to fix them. Unfortunately, your home computer may cause some glitches that effect how you see The Gym Maplewood Site, and is totally beyond our control.

If you experience any unusual behavior, content or ads on The Gym Maplewood Site, it may be the result of Malware on your computer. Malware is a term used to broadly classify a form of software which is installed in a computer system with malicious intentions, usually without the owner's knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs and dialers, among others. While we continuously work closely with our partners to ensure that everything on The Gym Maplewood site is working properly, sometimes Malware programs on your personal computer will interfere with your experience on our site and other sites you visit. If you even suspect that there is any kind of Malware on The Gym Maplewood Site or servers, please contact us.

8. AGREEMENT MODIFICATIONS.



1933 Springfield Ave, Maplewood, NJ 07040
1-866-TheGymM
www.thegymmaplewood.com

The terms and conditions in this Agreement are effective September 1, 2017. We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms and conditions in this Agreement without any liability or obligation to you, with or without notice. We may post or display notices of material changes on The Gym Maplewood Site or send them to you in an e-mail message. Once we post them on The Gym Maplewood Site or send the e-mail message., these changes become effective immediately and if you use the site after they become effective, then it will signify your agreement to be bound by the changes. You acknowledge and agree that it is your responsibility to review The Gym Maplewood Site and the Terms and Conditions periodically and to be aware of any modifications or revisions. You should check back frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

9. MISCELLANEOUS TERMS.

Without limitation, these Terms and Conditions, our Privacy Policy, any Rules and any additional terms and conditions that apply to your use of any specific service, features and functions or the purchase of any Products, as well as any other documents, policies and provisions we refer to in any of the foregoing, all of which are hereby incorporated herein by this reference, contains the entire understanding and agreement between you and The Gym Maplewood and supersedes any and all prior, inconsistent or other understandings relating to The Gym Maplewood Site and your use of the Site. This Agreement cannot be modified, changed or terminated by you, except as specifically described herein. The Internet changes minute to minute and we have to have the flexibility to change our rules and agreements to protect and benefit our users and ourselves. Therefore, we reserve the right, in our sole and absolute discretion, to modify this Agreement at any time. When we do so, we will post the changes on The Gym Maplewood Site and by accessing the site you, or your parent or guardian, are accepting this Agreement together with the responsibility to monitor our Terms and Conditions and be sure that you are still constant to the changes. You may always withdraw if you are not.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and this Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive termination of this Agreement; provided, however, no action arising out of this Agreement or your use of The Gym Maplewood, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause of action arose).



1933 Springfield Ave, Maplewood, NJ 07040
1-866-TheGymM
www.thegymmaplewood.com

This Agreement and your use of The Gym Maplewood Site shall be governed by , construed and enforced in accordance with the substantive laws of the State of New Jersey, USA applicable to contracts made, executed and wholly performed in that State, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction, and venue of the State and Federal Courts situated in the State of New Jersey and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non convenient or otherwise; provided, however, that notwithstanding the foregoing, you agree that The Gym Maplewood has the sole right and discretion to commence and prosecute and action against you in connection with this Agreement, in your home jurisdiction or other jurisdiction whose rules provide jurisdiction over the issue. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act.

IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE GYM MAPLEWOOD SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, TO THE MAXIMUM EXTENT OF THE LAW, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

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.

The headings contained in this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of his agreement. Where text requires, words in the singular shall be deemed to include the plural and vice-versa, and words of any gender shall be deemed to include all genders.