

TERMS OF USE

Last updated January 2011

1. Acknowledgement and Acceptance of Terms

Northshore Swim Science, LLC, an Illinois limited liability company d/b/a Big Blue Swim School (referred to as “us”, “we” or “Big Blue”) provides the www.bigblueswimschool.com site (the “Site”) subject to your compliance with all the terms and conditions contained or referenced herein (the “Terms of Use”). In addition, when using particular services on the Site, you shall be subject to any posted guidelines or rules applicable to such services that may contain terms and conditions in addition to those in the Terms of Use. By using the Site, you agree to the Terms of Use. If you do not agree, do not use the Site.

We reserve the right to change the Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review the Site and the Terms of Use periodically to learn of any modifications. Your continued use of the Site after the posting of any modifications shall constitute your agreement to be bound by such modified Terms of Use.

We may modify, suspend, discontinue or restrict the use of the Site, any portion thereof or any content at any time with or without notice to you.

2. Content

All text, graphics, user and visual interfaces, photographs, trademarks, logos, sounds, music, artwork, applications, computer code and associated documentation (collectively, the “Content”) including but not limited to the design, structure arrangement and “look and feel” of such Content, is owned by or licensed to Big Blue and is protected by copyright, trademark and other intellectual property rights and laws.

No part of the Site and no Content may be copied, reproduced, sold, republished, transmitted, displayed, reposted or otherwise distributed for public or commercial purposes.

3. Use of Site

Your use of the Site is subject to all applicable laws and regulations.

You may not:

- use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any manual process to access, acquire, or copy any portion of the Site or any Content or obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site;
- attempt to gain unauthorized access to any portion of the Site or any Content, or any systems or networks connected to the Site, by hacking, password “mining” or any other illegitimate means;
- probe, scan or test the vulnerability of the Site or any Content, or any system or network connected to the Site;
- reverse look-up or trace any information of any other Site user or otherwise use the Site for the purposes of obtaining information of any other Site user;

- use any device, software or process to interfere with, or attempt to interfere with, the proper working of the Site or any Content, or any systems or networks connected to the Site, or with any other person’s use of the Site; or
- use the Site or any Content for any purpose that is unlawful or prohibited by the Terms of Use.

Any unauthorized use of the Site or any Content may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

4. Account Information

Certain features or services offered on or through the Site may require you to open an account (including a username and password). You are responsible for taking all steps to ensure that no unauthorized person shall have access to your account or password. It is your sole responsibility to (i) control the dissemination and use of your account and password; and (ii) promptly inform us of any need to deactivate an account or password. We are not liable for any harm related to the theft of passwords, or your disclosure of passwords. You shall immediately notify us of any unauthorized use of your account or password. You are solely responsible for any damage resulting from the use of your account and username. You may not use your account or password to breach security of another account.

5. Privacy

Our Privacy Policy applies to the use of the Site and its terms are made a part of the Terms of Use by this reference. To view our Privacy Policy, click here [\[insert link to Privacy Policy\]](#).

6. Disclaimer of Warranties and Limitation of Liability

The Site and all Content are provided on an “as is” and “as available” basis without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability; fitness for a particular purpose; accuracy; completeness; currentness; freedom from interruption, viruses or other defect; and non-infringement.

Your Sole remedy against Big Blue for dissatisfaction with the Site or any Content is to stop using the Site or any such Content. In no event shall we or our Members, Managers, employees, employees, or agents (our “Affiliates”) be liable for any damages, including, without limitation, indirect, consequential, special, incidental or punitive damages, resulting from the use or inability to use the Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not we or our affiliates are advised on the possibility of such damages.

7. Termination and Indemnity

You agree that we may, at any time, and at our sole discretion, terminate your account or suspend or prohibit your access to the Site without prior notice to you for violating any of the Terms of Use or for any other reason whatsoever.

You agree to defend, indemnify, and hold us and our Affiliates harmless from and against any demands, loss, liability, claims or expenses (including attorneys’ fee), made against us by any third party due to or arising out of your use of the Site.

8. Submissions

If you make any submission to us, you agree that you will not send or transmit any communication or content that (i) is defamatory, indecent, harassing or otherwise objectionable; (ii) infringes or violates any rights of any party; or (iii) contains a virus or corrupted data.

All e-mail and other correspondence that you submit to us shall become our sole and exclusive property. If you submit any business information, idea, concept or invention to us, such submission shall be considered (i) non-confidential; and (ii) our sole and exclusive property. We will have no obligation of any kind with respect to the submission and we will be free to use or further transmit such submission for any purpose.

9. Links

We may provide links to third-party websites. We are not responsible for the content of linked third-party websites and we do not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such website.

10. Notices

Big Blue may send you notice with respect to the Site by sending an email message to the email address listed in your account or by posting a notice on the Site. Notices shall become effective immediately. Any notices will be deemed delivered to the party receiving such communication (i) on the date of transmittal, if sent by email, and (ii) on the date we post the notice to the Site, if posted on the Site.

11. Age Requirement

The Site is only available for individuals aged 13 years or older. If you are between the ages of 13 and 18, you should review the Terms of Use with your parent or guardian to make sure that you and your parent or guardian understand the Terms of Use.

12. Governing Law, International Use

The Terms of Use will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Cook County, Illinois, and waive any objection to such jurisdiction or venue.

We make no representation that materials on the Site are appropriate or available for use in locations outside the United States, and accessing the Site from territories where its use is illegal is prohibited.

13. Entire Agreement

The Terms of Use represent the entire agreement between you and us with respect to the subject matter addressed herein and supersedes all prior to contemporaneous agreements or understandings, written or oral. The Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns.