IFX Terms of Service

BY USING International Futbol X-Change, LLC, ("IFX") SERVICES YOU ENTER INTO A BINDING CONTRACT AND AGREE TO COMPLY WITH AND BE BOUND BY THE FOLLOWING TERMS OF SERVICE. UPON YOUR USING THE SERVICES, THESE TERMS OF SERVICE IMPOSE OBLIGATIONS ON YOU AND LIMITS ON YOUR USE OF SUCH SERVICES. PLEASE READ THEM CAREFULLY.

1. Parties. International Futbol X-Change, LLC, ("IFX") is a California Limited Liability Company, with its place of business at 393 Earhart Way, Livermore, CA 94551. IFX and "You", as a person utilizing any of the services offered by IFX, including minors (each a "Participant"), who are being represented by their parent(s) or legal guardian(s) using IFX services for the benefit of such minor, are a party to this contract.

2. Services. IFX provides to Participants consultant services about soccer and international education Programs all over the world. IFX assists Participants with selecting the most appropriate Program and the registration process. THE PROGRAMS ITSELF ARE NOT OPERATED BY IFX AND IFX HAS NO AUTHORITY OR CONTROL OVER THE PROGRAMS, ITS OPERATIONS OR POLICIES.

3. Separate Soccer & International Education Program Terms and Conditions. Each soccer and education Program ("Program") may have separate specific policies ("Program Terms and Conditions"), which you are bound by as a Participant. IFX STRONGLY ADVISES THE PARTICIPANT TO READ AND FULLY UNDERSTAND THE SEPARATE PROGRAM TERMS AND CONDITIONS. While IFX will do its best to provide to the Participant information about the Program Terms and Conditions during the registration process, it is your responsibility as a Participant to be informed about and follow such Program Terms and Conditions. You may contact IFX with any questions about the Program Terms and Conditions prior to reserving a place in a Program.

4. Payment Terms. Participant is required to make payments for the Program directly to the Program operator, not to IFX ("Payment"), except when specified otherwise on the Program page located on www.ifxsoccer.com . In the case that a deposit payment is required to be paid directly to IFX for the application process, this same amount would be credited to the Participants Program fees payable to the Program operator. Payment terms shall follow the separate Program Payment and Cancellation Policies set forth by the Program operator.

5. Cancellation by Participant and Refund. Payments made to IFX are not refundable, except according to the separate Program Payment and Cancellation Policies set forth by the Program operator. Payments made to Program operator is governed by the separate Program Payment and Cancellation Policies set forth by the Program operator.

6. Cancellation by Operator and Refund. According to the respective separate Program Terms and Conditions, operators of Programs may have the right to cancel the Program for any reason, including without limitation if the number of participants signed up for a given Program is deemed by the operator to be insufficient. Alternate session dates, locations or refunds may be offered by the Programs according with their separate Program Terms and Conditions. In such a case, Payment made to IFX is not refundable, except according to the separate Program Payment and Cancellation Policies set forth by the Program operator. Payments made to Program operator is governed by the separate Program Payment and Cancellation Policies set forth by the Program operator. Operators of Programs reserve the right to terminate, without refund, the right to participate in Programs for Participants, who, in the operator's discretion, behave in a manner disruptive or dangerous to themselves or others, who are in breach of any applicable local laws, or who appear unfit, through drugs, alcohol consumption or otherwise, to attend.

7. Insurance. For any Program which does not include medical insurance coverage, IFX strongly advises Participant to purchase travel and medical insurance from a broker of Participant's choice in connection with the participation in the soccer Program, specifically covering possible cancellations described in Sections 5. and 6., as well as medical, travel costs and personal property for all travelers. It is not within the scope of services offered by IFX to advise on any insurance related matters, including but not limited to the insurance coverage, its limitations, insurance claims or underwriting decisions.

8. Proprietary Rights. IFX and each Program operator retains the right to use any photographs, videotapes, motion picture, or recording taken during a Program or any other record of the event for publicity, advertising or any other legitimate purpose.

9. Representations and Warranties. IFX PROVIDES THE SERVICES "AS IS" AND AT PARTICIPANT'S SOLE RISK AND REJECTS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND LIABILITY FOR LOSSES ARISING OUT OF ITS SERVICES AND WITHOUT LIMITING THE GENERALITY OF THIS DISCLAIMER, IFX EXPRESSLY DISCLAIMS ALL

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WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS, WHICH ARE LAWFUL IN THE APPLICABLE JURISDICTION, WILL APPLY TO YOU AND LIABILITY OF IFX WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
Participant represents and warrants to IFX that Participant has full legal authority to register for the selected Program, including full authority to make use of the credit or debit card to which registration fees will be charged. Participant must be 18 years or older to make a registration and payment for a Program or must be represented by a parent or legal guardian. If Participant is under the age of 18, parent or legal guardian hereby consents to the collection of Participant's personal information by IFX. In addition, if Participant is registering third parties, Participant represents and warrants that Participant has been duly authorized to act as agent on behalf of such parties in performing the registration. Participant agrees that the Terms of Service shall apply equally to Participant and to any third parties for whom Participant is acting as agent.

10. Limitation of Liability. SUBJECT TO THE OVERALL PROVISION IN PARAGRAPH 9 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IFX SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY TO THE FULLEST AMOUNT PERMITTED BY LAW. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OR DAMAGE, WHICH MAY BE INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, (a) LOSS OR DAMAGE AS A RESULT OF PARTICIPATING IN THE PROGRAM, TRAVELING TO AND FROM THE PROGRAM, CANCELLATION OF THE PROGRAM, RELIANCE ON INFORMATION PROVIDED BY IFX, OR LACK OF INSURANCE COVERAGE.

11. Indemnification. The Participant expressly agrees to indemnify and hold IFX harmless from any liability or expense, including court costs and attorney's fees, arising out of or caused by Participant's negligence or willful misconduct.

12. General Provisions. These Terms of Service constitute the entire agreement between you and IFX. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Service is invalid, then that provision will be removed without affecting the rest of the terms. The remaining provisions of the Terms will continue to be valid and enforceable. The Terms of Service, and your relationship with IFX under the Terms of Service, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and IFX agree to submit to the exclusive jurisdiction of the courts located within the county of Contra Costa, California to resolve any legal matter arising from the Terms of Service.

Participant, Full Name	Father/Guardian, Full Name
Signature Date	Signature Date
Mother/Guardian, Full Name	
Signature Date	