



Terms & Conditions

The purpose of this website is to provide you with information and services about The Padel Association (Trading as 'The United States Padel Association), its' related projects and the game of padel in The United States.

By accessing any of the pages on the USPA website you agree to comply with the Terms & Conditions set out below. If you do not agree with these Terms & Conditions, do not make any use of the Site and leave it immediately.

1. Introduction

1.1 This website is owned and operated by The Padel Association (Trading as 'The United States Padel Association who reside at 513 Archer Street, Houston TX 77009. References to "we", "us" and "our" should be construed as references to The United States Padel Association or the USPA.

1.2 We have taken care in the preparation of the website. However, as certain technical matters may be beyond our control, we cannot guarantee that you will have uninterrupted access to the website at all times.

2. Use Of Content

2.1 All copyright and all other intellectual property rights in all text, images, sound, software, service marks, logos and other materials on the pages of the website are reproduced on the website with the permission of the relevant rights owner.

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2.6 The participation in any tournaments, leagues, lessons, clinics or any activity related to padel and or the USPA social functions gives the USPA the right to use any photos of any participants for website use and social media and any materials that go to print.

3. Prohibited Use

You may not use the Site:

3.1 for the posting, uploading, emailing or other transmission of any material, the publication, dissemination, use or possession of which infringes the rights of any person or which is unlawful in any other respect;

3.2 in any manner which could damage, disable, overburden, or impair the website;

3.3 to make available personal data about any person other than yourself;

3.4 to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website;

3.5 to impersonate any other person or entity or to provide inaccurate information;

3.6 in any way which is abusive, vulgar, racist, sexist, defamatory, sexually orientated or obscene or which will harass, distress, embarrass or inconvenience any person or which might restrict or inhibit the use and enjoyment of the Site by any person;

3.7 for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial exploitation;

3.8 for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment;

3.9 to create a database (electronic or otherwise) that includes Content;

3.10 to transmit or re-circulate any Content to any third party;

3.11 in such a way so as to remove the copyright or trade mark notice(s) from any copies of any Content made in accordance with these terms; or

3.12 in any way that might bring the USPA, it's affiliated organizations or the game of padel into disrepute.



4. Use Of Messages and Materials

4.1 By submitting messages, suggestions or material (including any text, photographs, graphics, video or audio) to the USPA /the website you are granting the USPA a perpetual royalty free non-exclusive licence to reproduce, modify, translate, make available, distribute and sub-license the message/suggestion in whole or in part and in any form anywhere in the world.

4.2 By submitting any messages, suggestions or material to the USPA /the website you agree that the USPA may use those materials or suggestions for any purpose and in any what it chooses, including, but not limited to, developing, manufacturing and marketing products using such materials or suggestions. Any materials you provide shall be regarded as non-confidential.

4.3 By submitting any messages, suggestions or material to the USPA /the website you waive all of the rights.

4.4 If you do not wish to grant the USPA the rights set out above, do not submit contributions to the website.

4.5 The USPA shall have the unrestricted right to post on to the website some or all of any messages or suggestions that you submit to the USPA/the website or to choose not to do so. If USPA chooses to post some or all of your messages or suggestions it may thereafter remove from the website some or all of any messages or suggestions that you submitted to the USPA /the website at its discretion and without the need to give any reasons.

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Some of the pages of the Site may contain message boards, bulletin boards, chat pages or other forums in which users are able to post material for viewing by others. The USPA does not edit or monitor the content of these pages and, subject to what is said below does not have any knowledge of any of the activities or information carried on in, or contained within, those pages. If anyone becomes aware that any material on those pages, or any activities carried out on those pages, are offensive, unlawful or infringe any third party rights in any way, please send an appropriately worded message to the USPA by email using this address: info@padelusa.org. The USPA shall then act expeditiously to remove any such material or to disable access to the information.

6. Warranties and Liabilities

6.1 The Content has been included in good faith and is only for your general information and is for recreational use. In particular, the Content does not constitute any form of advice, recommendation or arrangement by the USPA and is not intended to be relied upon by users in making (or refraining from making) any specific decisions. **YOU ARE RESPONSIBLE FOR CHECKING THE ACCURACY OF RELEVANT FACTS AND OPINIONS GIVEN ON THE SITE BEFORE ENTERING INTO ANY COMMITMENT BASED UPON THEM.** All conditions, warranties terms and undertakings express or implied statutory or otherwise in respect of the provision of the Content are excluded to the fullest extent permitted by law.



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6.3 The website contains links to other websites ("Third Party Sites"). The USPA neither endorses nor takes responsibility for the availability or content of Third Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Sites. If you decide to use these links to access Third Party Sites you do so at your own risk.

6.4 On some of the pages of the website you may be informed of the opportunity of entering into agreements with third parties. The USPA or any of its subsidiary companies are not liable in relation to, and takes no responsibility for, any contract entered into by you with any third party.

6.5 Save as expressly provided for in these terms the USPA or any of its subsidiary companies shall not be liable for any direct, indirect or consequential loss or damage (including, without limit, loss of property or profit, business revenue or opportunity or anticipated savings and loss of or damage to any data) or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of or access to the Content or any part thereof or in respect of any defect therein or any failure to provide or the late delivery of the same howsoever arising. The USPA does not exclude its liability for death and personal injury caused by its negligence.

7. Privacy Policy

7.1 The information that you provide about yourself to the USPA will only be used by the USPA in accordance with its Privacy Policy and by using this website you consent to our use of data collected on this website in the manner set out in the Privacy Policy.

7.2 We may use cookies on the Site (see the Privacy Policy for further details).

8. Changes To These Terms and Amendments to Content

8.1 The USPA reserves the right, at its discretion, to make changes to any part of the Site.

8.2 Due to its policy of updating and improving the website, the USPA may wish to change these Terms & Conditions from time to time and you agree to be bound by the Terms & Conditions which apply at the time of your use of the Site.

9. Advertising and Sponsorship

The website may contain third party advertising and sponsorship and advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the site complies with international and national law. The USPA will not be responsible for any error or inaccuracy in advertising material.

10. Competitions and Prizes



From time to time the USPA may run competitions, free prize draws and promotions on the website. In each case these will be subject to additional competition terms which will be made available on the website.

11. Choice Of Law and Jurisdiction

These Terms shall be governed by, and construed in accordance with, US law and the parties irrevocably agree that the courts of the USA will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the US courts.

12. Contacting the USPA

If you need to contact the USPA about these Terms & Conditions you may do so by post using the address given above or email: info@padelusa.org.

13. General

13.1 If any provision of these terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms, which shall remain in full force and effect.

13.2 Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy. Headings in these terms are for convenience only and will have no legal meaning or effect.