

Use of Global Fútbol Training, LLC Website

Conditions of this website include your agreement, acknowledgment and warranty of the following:

1. You are at least 18 years of age;
2. You will use this website in accordance with this Agreement; and
3. All information supplied by you on this website is true, accurate, current, and complete.

Additionally you agree not to:

1. Use this website or its contents for any commercial purpose,
2. Deep-link any portion of this website for any purpose without our express written permission, and
3. 'Frame', 'mirror', or otherwise incorporate any part of this website into any other website without our prior written authorization.

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- a. Infringes the rights of others or violates their privacy or publicity rights,
- b. Is protected by copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right,
- c. Contains a virus, bug, or other harmful item, and/or
- d. Is used to unlawfully collude against another person in restraint of trade or competition.

You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this website.

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Global Fútbol Training, LLC does not collect or distribute the personal information of our clients except what is given to us as required for legal administration of camps, clinics, training, or travel. For more on PayPal's privacy practices please refer to their administration site. Information provided to us by you directly or through PayPal should not include credit card information but may include your full name and contact information.

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Acknowledgment and Acceptance

Your use of this website is expressly condition on your acceptance of these Terms and Conditions. By using this website, you signify your assent to these terms and conditions. If you do not agree with any part of these terms and conditions, you must not use this website.

Acknowledgement and acceptance from the traveler(s) of these terms and conditions must be received by Global Fútbol Training, LLC along with the required payments in order to confirm any person's reservation / place on a tour.

Other General Terms and Conditions:

Mediation-Binding Arbitration: The parties agree that any dispute or claim arising under, or relating to, this contract, any amendments thereto or any dealings between the participant and participant's agents or representative, etc. and Global Fútbol Training, LLC or their representatives shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by

or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. In no event shall participant be initially required to pay arbitration costs and fees in excess of those that would have been incurred in filing suit in a court of law and effecting service of process. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorney's fees. The parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, then the mediation or arbitration, or both, shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures provided, however, if there is any conflict between this contract and such rules or procedures, the provisions of this contract shall control. In any arbitration proceeding between the parties: All applicable claims, causes of action, remedies and defenses as available in court shall apply; The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator; The parties shall be entitled to conduct reasonable and necessary discovery; The arbitrator shall render a written award and, if requested by any party, a reasoned award; Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction. participant and Global Fútbol Training, LLC agree that notwithstanding anything to the contrary, the rights and obligations set forth in this mediation-arbitration agreement shall survive (1) the termination of this contract by either party; (2) the default of this contract by either party. The waiver or invalidity of any portion of this mediation-arbitration agreement shall not affect the validity or enforceability of the remaining portions of this mediation-arbitration agreement and/or the contract. participant and Global Fútbol Training, LLC further agree (1) that any dispute involving Global Fútbol Training, LLC's directors, officers, partners, employees and agents shall be resolved as set forth herein and not in a court of law; and (2) that Global Fútbol Training, LLC shall have the option to include other third-parties as parties in the alternative dispute resolution procedures set forth in this contract. This contract requires mandatory arbitration of disputes; if any party commences litigation in violation of this contract, that party shall reimburse the other parties to the litigation for their costs and expenses including attorneys' fees incurred in seeking abatement of such litigation and enforcement of arbitration. **WAIVER OF TRIAL BY JURY:** If it is determined that the arbitration provisions of the foregoing alternative dispute resolution agreement are not enforceable, the parties agree that any and all disputes between them shall be resolved by a court of competent jurisdiction in Tarrant or Dallas County, Texas without the use of a jury and the right to a trial by jury is hereby expressly waived by participant and Global Fútbol Training, LLC. The parties also agree that the rights and obligations set forth in this paragraph shall survive termination of this contract by either party and/or default of this contract by either party.

MUTUAL LIMITATION OF CLAIMS AND REMEDIES – The parties desire pragmatic and logical limitations on claims and remedies to ensure effective and realistic dispute resolution. Accordingly, limitation of Claims: Under no circumstances shall either

participant or Global Fútbol Training, LLC be liable for any special, indirect, or consequential damages, including claims of mental anguish, except as otherwise specifically set forth in this contract. Any action or claim, regardless of form, that arises from or relates to this contract is barred unless it is brought by participant or Global Fútbol Training, LLC not later than one (1) year and one (1) day from the date the cause of action accrues.

Waiver of Subrogation: The parties agree that with respect to any loss or damage that may occur to persons, property or otherwise by any reason or cause that could be insured against, including negligence of the parties, their agents, officers, and employees, the party carrying such insurance and suffering said loss, hereby releases the other from any and all claims with respect to such loss. The parties further mutually agree that their respective insurance companies shall have no right of subrogation against the other party on account of any such loss. Nothing contained in this paragraph shall be deemed to modify or otherwise affect releases of either party from liability for claims elsewhere herein contained.