

Terms of Use for Arizona Kayak Bass Anglers LLC.

Effective Date: March 18, 2024

Please read these Terms of Use ("Terms") carefully before using the website of Arizona Kayak Bass Anglers LLC ("Website"). These Terms govern your access to and use of the Website and the services provided by Arizona Kayak Bass Anglers LLC. By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Website.

1. Use of the Website:

1.1 Eligibility: You must be at least 13 years old to use the Website. If you are accessing or using the Website on behalf of a minor, you represent and warrant that you have the legal authority to do so.

1.2 Permitted Use: You may use the Website solely for personal, non-commercial purposes in accordance with these Terms. You agree not to use the Website for any unlawful, fraudulent, or unauthorized purposes.

1.3 User Account: In order to access certain features or services on the Website, you may be required to create a user account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree to provide accurate and complete information when creating your account and to update it promptly if there are any changes.

2. Intellectual Property:

2.1 Ownership: All content, materials, and features available on the Website, including but not limited to text, graphics, logos, images, audio clips, videos, software, and trademarks, are the property of Arizona Kayak Bass Anglers LLC or its licensors and are protected by applicable intellectual property laws.

2.2 Limited License: Subject to your compliance with these Terms, Arizona Kayak Bass Anglers LLC grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Website for its intended purposes. You may not modify, reproduce, distribute, display, or create derivative works based on any part of the Website without prior written consent from Arizona Kayak Bass Anglers LLC.

3. User Conduct:

3.1 Prohibited Actions: You agree not to engage in any of the following prohibited actions while using the Website:

- Violating any applicable laws or regulations.
- Interfering with or disrupting the security or integrity of the Website.

- Uploading, posting, or transmitting any content that is unlawful, harmful, defamatory, obscene, or infringing.
- Impersonating any person or entity, or falsely representing your affiliation with any person or entity.
- Engaging in any activity that may harm, disable, overburden, or impair the Website or interfere with the use of the Website by others.

3.2 User Content: You may have the opportunity to submit or post content on the Website, such as comments, reviews, or tournament photos ("User Content"). By submitting User Content, you grant Arizona Kayak Bass Anglers LLC a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, distribute, and display the User Content in any media.

4. Limitation of Liability:

4.1 Disclaimer of Warranties: The Website and its content are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. Arizona Kayak Bass Anglers LLC does not warrant that the Website will be error-free, uninterrupted, secure, or free from viruses or other harmful components.

4.2 Limitation of Liability: To the maximum extent permitted by applicable law, Arizona Kayak Bass Anglers LLC and its affiliates, directors, officers, employees, agents, and suppliers shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or use, arising out of or in connection with your use of the Website.

5. Governing Law and Jurisdiction:

These Terms shall be governed by and construed in accordance with the laws of the state of Arizona, without regard to its conflict of laws provisions. Any legal action or proceeding arising out of or relating to these Terms or your use of the Website shall be brought exclusively in the state or federal courts located in Arizona.

6. Changes to the Terms:

Arizona Kayak Bass Anglers LLC reserves the right to update or modify these Terms at any time without prior notice. Any changes will be effective immediately upon posting the revised Terms on the Website. Your continued use of the Website after the posting of any changes constitutes your acceptance of such changes.

7. Contact Us:

If you have any questions, concerns, or inquiries regarding these Terms or the Website, please contact us at azkayakbassanglers@gmail.com. By using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.

