

User Terms & Conditions



PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES AND, TOGETHER WITH ALL THE OTHER TERMS AND CONDITIONS REFERRED TO BELOW, FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND TULSA AREA TRIATHLETES REGARDING YOUR USE OF OUR WEBSITE(S) AND OTHER SERVICES.

THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND AN INDEMNIFICATION CLAUSE.

IF FOR ANY REASON, YOU ARE UNABLE OR UNWILLING TO AGREE TO ALL OUR TERMS OF USE, IMMEDIATELY STOP USING WEBSITE AND OTHER SERVICES. BY USING THE SITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

This Agreement sets forth the terms and conditions of use for the website operated by Tulsa Area Triathletes (referred to as "TAT," "we," "us," or "our" herein) at www.tatok.com, between TAT and you, or if you represent an entity or organization, that entity or organization (in either case “you” or “your”). TAT reserves the right, at our discretion, to change, modify, add or remove portions of this Agreement at any time. Such changes, revisions or modifications will be effective immediately with or without notice to you. It is your responsibility to check this Agreement periodically for changes.

By accessing and browsing the Site, you accept, without limitation or qualification, all Terms and Conditions and acknowledge that that these Terms and Conditions supersede any other agreement between you and Tulsa Area Triathletes.

Site Purpose

Tulsa Area Triathletes maintains this Site for purposes of information, education and communication.

Your Conduct

You may not distribute, modify, transmit, reuse, repost, or use Site content for any purpose.

You may not upload to, distribute through, or otherwise publish on the Site any User Content that, in our sole discretion, is libelous, defamatory, tortious, obscene, pornographic, threatening, abusive, harassing, invasive of another’s privacy or publicity rights, hateful, objectionable, harmful to minors, or that otherwise constitutes or encourages an unlawful act, violation of the rights of another or violation of any USAT rule or regulation.

You may not impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity.



User Terms & Conditions

You may not upload to, distribute through, or otherwise publish on the Site spam, junk mail, chain letters, pyramid schemes, or the like.

You may not upload to, distribute through, or otherwise publish on the Site any User Content that contains any solicitations, advertising, or promotional materials, including but not limited to materials that solicit membership in any commercial online service or other organization.

You may not upload to, distribute through, or otherwise publish on the Site any materials that contain computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment.

You may not provide, collect or store personal information about others.

You agree to comply with all laws, rules and regulations applicable to your use of the Site.

You agree not to use any public forum that we may establish on the Site for the purpose of conducting private conversations.

You acknowledge and agree that we reserve the right to monitor all User Content. You further acknowledge and agree that while we reserve the right to remove User Content in our sole discretion for any reason, we have no duty to do so. We also reserve the right to turn over any User Content to law enforcement officials.

Copyrights & Trademarks

“Tulsa Area Triathletes”, “TAT” as well as the “TAT” and “TAT Tulsa Area Triathletes” are trademarks, logos and service marks (collectively ‘Trademarks’) of Tulsa Area Triathletes. The materials in this Site are copyrighted by Tulsa Area Triathletes. All rights reserved.

Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of Tulsa Area Triathletes or such third party that may own the Trademarks displayed on the Site. Your use of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that Tulsa Area Triathletes will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of damages, injunctive relief, and criminal prosecution.

Tulsa Area Triathletes neither warrants nor represents that your use of materials displayed on the Site will not infringe any rights, including intellectual property rights, of third parties not affiliated with Tulsa Area Triathletes. The display of the Trademarks and the notices associated with them is not intended to be a comprehensive compilation of all Tulsa Area Triathletes proprietary ownership rights.

All rights not expressly granted are reserved.

User Terms & Conditions



Personal Use

Use of this Site is at your own risk. While Tulsa Area Triathletes uses reasonable efforts to include accurate and up-to-date information in our Site, Tulsa Area Triathletes makes no warranties or representations concerning validity, completeness, correctness or currency of such information. Neither Tulsa Area Triathletes, its board members, officers, directors, volunteers, vendors, affiliates, any of its agencies, nor any other party involved in creating, producing, or delivering the Site is liable or responsible for any errors or omissions in the content of the Site. Furthermore, Tulsa Area Triathletes is and will not be liable or responsible for any claim or damage, direct or consequential, arising out of the use, interpretation, reliance upon, or other implementation of such information. Everything on the Site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

Site Function

Browse at your own risk. Tulsa Area Triathletes does not guarantee that the functions contained in this Site will be uninterrupted or error-free, that this Site or its server will be free of viruses or other harmful components, or that defects will be corrected even as we become aware of them. Tulsa Area Triathletes also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, or animation from the Site.

Your Submissions

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and nonproprietary. Anything you transmit or post becomes the property of Tulsa Area Triathletes or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting without compensation. Furthermore, Tulsa Area Triathletes is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information. Through your usage of this Site, you may submit (and/or Tulsa Area Triathletes may gather) certain limited information about you and your Web site usage. Tulsa Area Triathletes is free to use such information for any purpose it deems appropriate, including, but not limited to, creating customized Web pages and for marketing purposes.

User Terms & Conditions



Images

Images of people, places, or things displayed on the Site are either photos posted publicly via social media outlets therefore considered public domain, the property of Tulsa Area Triathletes, or used with permission by Tulsa Area Triathletes. The use of these images by you, or anyone else authorized by you, is entirely at your own risk and is prohibited unless specifically permitted by these Terms and Conditions or specific permission is provided the original owner of these images. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Links To and From This Site

Tulsa Area Triathletes has not reviewed any or all of the sites linked to the Site and is not responsible for the content of any off-site pages or any other sites linked to the Site. Your linking to this Site, off-site pages or other sites is entirely at your own risk and without the permission of Tulsa Area Triathletes.

Prohibited Content

You are prohibited from transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Tulsa Area Triathletes will fully cooperate with any law enforcement authorities or court order requesting or directing Tulsa Area Triathletes to disclose the identity of anyone transmitting any such information or materials.

Jurisdiction

Tulsa Area Triathletes makes no representation that materials contained in this Site are appropriate or available for use outside of the United States of America. Those who choose to access this Site from locations outside the United States do so on their own risk and initiative, and are responsible for compliance with local law, if and to the extent local laws are applicable.

User Terms & Conditions



Arbitration

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Tulsa, Oklahoma before a single arbitrator.

Indemnification

You agree to indemnify, defend and hold TAT, club officers, directors, owners, agents harmless from and against any and all claims, liability, losses, damages, costs and expenses (including attorneys' fees) incurred in connection with: Your use of, or connection to, our Website or Services; Any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you; Your violation of this Agreement or the TAT Privacy Policy; Your violation of the rights of any other person or entity; Or your violation of any applicable laws, rules or regulations.

TAT reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

----- End of User Terms & Conditions -----