



## REFUND POLICY

### **General Refund Policy:**

For the majority of the OGRCC programs, requests for refunds less than 2 weeks prior to the 1st session of a program will be accepted only if the minimum enrollment can be maintained (There are no refunds for Premier/Travel Soccer once team placement is accepted or as indicated below). No requests for refunds will be granted after a program is underway. Refunds will be made if the program is cancelled by the OGRCC. No refunds for membership. No refunds for weather cancellations. \$15 refund fees will apply to all transactions up to \$300, thereafter, a \$30 refund fee will be charged. In order for us to organize our teams and meet the state registration deadlines it is necessary for us to follow this refund policy without exception.

### **Travel Soccer Refund Policy:**

FALL Season: There will be no refunds for Premier/Travel Soccer fees once team placement is accepted on Fall Rosters.

SPRING Season: There will be no refunds for Premier Soccer players. There will be no refunds after January 15, 2019 for Travel soccer players. No refunds for membership. No refunds for weather cancellations.

Refunds for Travel Soccer will be made if:

1. the program is cancelled by the OGRCC.
2. the player has a medical reason preventing them from participating on the team. (Drs/Medical note required) \$30 refund fee will be charged for each program transaction.

PLEASE NOTE: Players not returning to travel soccer teams in the Spring need to notify the office BEFORE January 15, 2019 in order to have the Spring payment stopped or refunded. NO REFUNDS will be given after January 15, 2019.

### **Childcare Refund Policy:**

No refunds given within 2 weeks of the start of the school year. No refunds applied once the school year has commenced. Registration is for the full year. Any refunds applied for any reason, or if a child is withdrawn from the program due to a move from the school will incur a \$30 transaction fee. Registration fees are non-refundable.

### **Customer Service**

For questions, please contact us at:

Old Greenwich-Riverside Community Center (OGRCC)  
90 Harding Road, 2nd Floor  
Old Greenwich CT 06870  
office@myogrcc.org  
203 637-3659



## PRIVACY POLICY & TERMS OF USE

The Old Greenwich-Riverside Community Center (“The OGRCC”, “we”, “us” or “our”) shares your concern about the protection of your personal information online. This Privacy Policy and Terms of Use (“Policy”) is our policy regarding maintaining the privacy of personal information we collect online and regarding our content and online relationship with you in connection with our online properties, including, without limitation, [www.myogrc.org](http://www.myogrc.org) (the “Website”).

This Policy describes the privacy practices we undertake, the data we collect, how we secure that data, and how long we retain that data. It also includes the terms of use governing the Website. By using the Website, you agree to abide by the terms of this Policy. This Policy applies regardless of how you access our Website – whether by personal computers, mobile devices or otherwise.

BY VISITING THIS WEBSITE, YOU CONSENT TO OUR USING ANY INFORMATION THAT YOU PROVIDE TO US OR THAT WE COLLECT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT VISIT OR USE THIS WEBSITE.

**Information We Collect and Track.** The OGRCC collects and retains two types of information about Website visitors: (i) personal information that individual visitors provide when interacting on the Website, or voluntarily at certain other points (such as via forms or e-mails); and (ii) tracking data, which is automatically collected from every Website visitor, (collectively, “Information”). The Information that we gather may include your name, address, telephone number, e-mail address, birth date or other elements of personal information.

In addition, if you contact us, we may keep a record of your correspondence, including any Information contained therein.

It is up to you whether or not you want to provide us with Information. When we ask you to provide Information, you can decline and still visit the Website to learn more about us and what we do. However, if you choose not to provide Information to us, you may be unable to participate in our offerings or support our mission.

**Your Rights and Preferences.** We are committed to honoring your right to privacy. If at any time you are concerned about your personal data, please contact us as described below. In your request, please indicate (a) what Information is of concern to you.

**How We Use Your Information.** The Information that we collect and that you provide to us is used for our purposes and the purpose for which you provided it, including, without limitation, to register for our offerings, support our mission and/or to respond to your requests or correspondence. This provides the OGRCC with a lawful basis to collect and retain your Information and to analyze it so that we can serve you in the best manner possible on our Website through enhanced features and functions and to provide you with useful information, including, without limitation, information from third parties.



We will not disclose any personally identifiable information to third parties, except (i) to parties who perform services for us, such as sending you mail or e-mail, web hosting, credit card processing and other similar services; (ii) when we believe that such disclosure is required by law; (iii) to enforce this Policy; (iv) to protect the rights, property, security or safety of the OGRCC, Website users or the public; (v) to respond to an emergency; or (vi) as otherwise stated in this Policy.

**Analytics and Links to Third-Party Sites.** We will not sell your Information or provide it to third parties for our own financial gain. In fact, we only share your Information when such sharing genuinely furthers our charitable mission. Nevertheless, we may employ third party agents or third party service providers to operate the Website and/or to perform functions on our behalf, such as registering for our offerings, processing donations or store purchases, sending mail and e-mail, and analyzing data or other administrative tasks. These third parties have access to the Information needed to perform their functions. We attempt to limit such third parties to using the Information that is shared with them solely for the purpose of providing such services, however, we cannot be responsible for such third parties' use of Information not in compliance with this Policy.

Some of the third parties with whom we work include:

- Social Media Widgets – Our Website includes social media features such as the Facebook “Like” button and Twitter “Follow” button. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. These social media features are either hosted by a Third Party or hosted directly on our Website. Your interactions with these features are governed by the Privacy Policy of the social media company providing such services.
- Constant Contact – We use Constant Contact for mass marketing. The OGRCC inputs users' basic contact information into Constant Contact in order to communicate more effectively with you.
- CommunityPass – We use CommunityPass for program registration, league and team management, event ticketing, email and text communication and direct donations. CommunityPass collects basic contact information and billing and credit card information submitted by users. This data is available to the OGRCC and stored securely to help us manage your relationship to the OGRCC and to communicate with you. For further details, please see CommunityPass's privacy policy at <https://www.communitypass.net/privacy-policy.html>.

We cannot control or be held responsible for third parties' privacy practices and content. If you click on a link to a third-party website, any Information that you provide will not be covered by this Policy. Please read any applicable privacy policies of the third-party website to find out how they collect and process your Information.

**How Your Information Is Protected.** We take reasonable precautions to protect your Information from loss, misuse or alteration. Personally identifiable information is stored on our server and is not publicly accessible. Further, personally identifiable information is only accessed by our employees on a “need to know” basis. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information we collect online. Additionally, sensitive data such as credit card



numbers are encrypted using SSL and other industry standard measures, to provide an additional level of security.

Please note that no system is fully secure. Therefore, we encourage you to take all appropriate security measures when providing us with Information.

**Retention and Deletion of Your Information.** We keep your Information only as long as necessary to support our charitable mission. As set forth above, you have various rights with respect to the retention of your Information, including, but not limited to, the right to request that we delete your Information (by writing to us at the physical address or email address supplied below). We will honor your request, unless we are legally allowed or required to maintain your Information – such as to (a) process any outstanding or unresolved charitable donation or payment; (b) meet our legal, tax, audit or accounting obligations; (c) comply with legal process or court order; (d) protect the rights, property, security or safety of the OGRCC, Website users or the public; (e) respond to an emergency; and/or (f) confirm your identity.

**Ownership of Content.** The Website includes a combination of content that we, our users and other third parties create (collectively, the “Content”). Except as noted on the Website, all of the Content available through the Website, including, but not limited to, written content, interface design and layout, photographs, graphics, images, illustrations, marks, logos, sound or video clips, software code and animation, is trademarked or copyright protected. Except as noted on the Website, you may not use, store, display, modify, reproduce, publish, transmit, participate in the transfer or sale of, create derivative works of, distribute, publicly perform, publicly display or in any way exploit any of the materials or Content on the Website (including, for the avoidance of doubt, Content provided by our users) in whole or in part. If you would like to request permission to use any of the Content on the Website, please contact us at [office@myogrcc.org](mailto:office@myogrcc.org).

**Disclaimers.** We disclaim any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material submitted to or transmitted through the Website.

WE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEBSITE, ANY CONTENT, OR ANY OF THE SERVICES, TOOLS OR PRODUCTS AVAILABLE ON THE WEBSITE. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE WEBSITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

**Limitation of Liability.** The OGRCC and its officers, directors, employees, agents, service providers, and licensors (collectively, the “OGRCC Parties”) shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Website and services or resulting from any information or services obtained or messages received or transactions entered into through the Website or resulting from unauthorized access to or alteration of your transmissions of data, including but not limited to, damages for loss of profits, use, data or other intangibles, even if we have been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.



If you are dissatisfied with any portion of this Website, or with this Policy, your sole and exclusive remedy is to discontinue using this Website.

**Compliance with Laws.** We reserve the right to disclose any Information to comply with any law, regulation, decree, judgment, order, subpoena or any other governmental order (“Order”) without any obligation to contest or verify the accuracy of such Order.

**Waiver of Jury Trial.** THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Injunctive Relief.** You acknowledge that any use of the Website except as expressly permitted by this Policy will cause irreparable injury for which monetary damages would not be sufficient, and you consent to entry of immediate and permanent injunctive relief with respect to such unauthorized use.

**Indemnification.** By utilizing the Website you agree to indemnify, defend and hold the OGRCC Parties harmless from and against any and all liability, losses, costs and expenses (including attorneys’ fees) incurred by any OGRCC Party in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement or trademark infringement arising out of your use of the Website; any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you; your connection to the Website; your violation of this Policy; or your violation of the rights of any other person or entity.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

**Termination.** The OGRCC may suspend or terminate any user’s access to all or part of the Website without notice or recourse, for any conduct that the OGRCC, in its sole discretion, believes is in violation of any applicable law or of this Policy or is harmful to the interests of another user, a service provider, the OGRCC or its affiliates.

**Governing Law.** By visiting or using the Website you agree that the laws of the State of Connecticut, without regard to principles of conflicts of law, will govern this Policy and any dispute of any sort that might arise between you and the OGRCC. You agree that any action at law or in equity that arises out of or relates to any use of the Website will be filed only in the state or federal courts located in Fairfield County and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

**Site Directed at United States Visitors.** The Website is targeted at and intended for users residing in the United States. Given the global nature of the Internet, the Website may be accessed by users residing outside of the United States. We make no representations or warranties that the Website is appropriate or available for use in countries outside of the United States. Users who choose to access the Website from outside of the United States do so at their own initiative and are responsible for compliance with any and all local laws and regulations that may apply to such access. If you are located outside of the United States, your Information will be transferred to the United States. By accessing the Website and by



submitting your Information, you consent to its transfer and storage in the United States and its use by us as provided for herein.

**Children Under the Age of 13.** We are pleased when young people visit the Website to learn about the OGRCC and our offerings. We are also concerned about the privacy protection of children who access the Internet, and we comply with the Children’s Online Privacy Protection Act (COPPA). Accordingly, the Website is not intended for use by anyone under the age of 13 without the supervision of a parent or guardian, and we do not knowingly collect personally identifiable information from anyone under 13 years of age without the consent of parent or guardian. If you are under the age of 13 (or otherwise under the applicable age limit of your country), please do not submit any personally identifiable information to us. You may rely on your parent or guardian to assist you. If you are a parent of a child under the applicable age limit for consent in your country and become aware that your child has provided Information to us, please contact us by email at [office@myogrcc.org](mailto:office@myogrcc.org) so that we can either (a) gain your consent to the collection of the Information or (b) receive your instructions to delete the Information. If we learn that we have collected Information from a child without the consent of a parent or guardian, we will take all reasonable steps to delete the Information in the absence of contrary written instruction from such parent or guardian.

**Changes to this Privacy Policy.** You can tell that this Policy has been updated by checking the last revised date posted on the top of this page. Your continued use of the Website following the posting of changes to this Privacy Policy will mean that you accept those changes.

**How You Can Update or Correct Your Information and Contact Us.** You can contact us at any time by phone, email or mail at the numbers and addresses provided below if you have any questions or concerns regarding the Website or this Policy, or wish to seek access to, update, correct or delete your Information.

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90 Harding Road, 2nd Floor  
Old Greenwich, CT 06870  
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