

Terms of Use

Last Modified: April 30, 2025

YMCA of Greater Charlotte

Acceptance of the Terms of Use

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1. You've accessed our Website in order to sign up for text messaging ("SMS") communications from us relating to Company goods and services (e.g. Company events, promotions, new services, etc.). These SMS communications are provided through an independent, third-party platform, Mogli Technologies.
2. You can subscribe to receive SMS messages by texting START to +1 704 270 2517.
3. You can cancel the SMS service at any time by texting "STOP" to our number provided above. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
4. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at [<https://www.ymcacharlotte.org/contact>].
5. Carriers are not liable for delayed or undelivered messages. Your carrier's standard messaging and data rates apply to your entry or submission message, Company's confirmation, and all subsequent SMS messages between you and the Company.
6. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
7. Company may revise, modify, and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of

the Website. Your continued use of any portion of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

8. If you have any questions regarding privacy, please read our privacy policy: [<https://www.ymcacharlotte.org/privacy-policy>].

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Disclaimer of Warranties

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TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY AND ITS AFFILIATES AND/OR RELATED ENTITIES, AND EACH OF THEIR RESPECTIVE MEMBERS, MANAGERS, OWNERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS, ADVISORS, INSURERS, ATTORNEYS, VOLUNTEERS, REPRESENTATIVES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, “**RELEASEES**”) BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY OTHER COMPANY CONTENT, ANY SITES LINKED TO THE WEBSITE, ANY CONTENT ON SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT SHALL THE RELEASEES BE LIABLE FOR ANY CLAIMS OF INJURY, DEMANDS, LIABILITIES, DAMAGES, LOSSES, SUITS, DEMANDS, CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHER CLAIMS OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOSSES FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, IN EXCESS OF THE AMOUNTS YOU PAID TO THE COMPANY IN THE

TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY OF THE FOREGOING, WHETHER ONE TIME OR IN THE AGGREGATE.

The limitations of liability set out above do not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You hereby agree to defend, indemnify, and hold harmless the Releasees from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website and/or other Company Content, including, but not limited to, any use of the Company Content or third-party content offered by the Company, and any services and products owned by the Company or any third party other than as expressly authorized in these Terms of Use, and your use of any other information obtained from the Company Content or product or service provided through the Website. You hereby agree to cooperate as fully as reasonably required in defense of any such claim.

The Company reserves the right, at its expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the Company's written consent.

Governing Law

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This Website is operated by Young Men's Christian Association of Greater Charlotte.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to ymca@ymcacharlotte.org.