

# Shadelands SportsMall — Terms of Use

**Last Updated: January 2025**

Welcome to **shadelandssportsmall.com** (the “Website”), operated by Shadelands SportsMall (“Shadelands SportsMall,” “we,” “our,” or “us”). By accessing or using this Website, you agree to the following Terms of Use (“Terms”). If you do not agree, please discontinue use of the Website.

These Terms apply to all visitors and users of the Website and comply with applicable **U.S.** and **California** laws as of 2025.

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## 1. Acceptance of Terms

By accessing or using this Website, you confirm that you:

- Are at least 18 years old (or the age of majority in your jurisdiction)
- Have read, understand, and agree to be bound by these Terms
- Have the authority to enter into these Terms if representing a business or organization

If you do not agree with these Terms, do not use the Website.

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## 2. Website Content & Intellectual Property

All Website content—including images, graphics, facility descriptions, copywriting, branding, logos, layouts, tenant descriptions, event information, and digital assets—is the property of Shadelands SportsMall or its licensors and is protected by copyright, trademark, and other intellectual property laws.

**You may not:**

- Reproduce, duplicate, copy, or modify Website content
- Use Website content for commercial purposes without permission
- Scrape, extract, or harvest Website data using bots or automated tools
- Remove proprietary notices or watermarking
- Reverse engineer Website code or features

- Claim ownership or authorship of Website content

You are granted a **limited, non-exclusive, revocable license** to access and view the Website for personal, non-commercial purposes.

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### 3. Acceptable Use Policy

You agree **not to** use the Website to:

- Engage in unlawful, harmful, fraudulent, or malicious behavior
- Attempt to gain unauthorized access to systems, servers, or restricted areas
- Interfere with Website operation or security
- Deploy viruses, malware, bots, scraping tools, or harmful code
- Harvest personal information about other users
- Submit false or misleading information
- Impersonate any individual or entity
- Upload or transmit harmful material

Misuse of the Website may result in restricted access or legal action.

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### 4. Information You Submit

When you submit a message, inquiry, tenant interest form, or event question through the Website, you agree:

- To provide accurate and lawful information
- That we may use your information solely to respond to your request or provide support
- Not to submit sensitive personal information (e.g., government ID numbers, financial information, medical information) unless specifically required and submitted securely

All information submitted is governed by our **Privacy Policy**.

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### 5. Facility Information & Availability

The Website may include descriptions of:

- SportsMall facilities

- Tenants and operators
- Amenities
- Events
- Training programs
- Leasing opportunities

This information is provided **for informational purposes only** and may change at any time.

Shadelands SportsMall does **not guarantee**:

- Availability of specific amenities or facilities
- Accuracy of tenant listings
- Future availability of programs or events
- Pricing or promotional details
- That all Website images represent current conditions

For the most accurate information, please contact the appropriate tenant or facility operator directly.

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## 6. Third-Party Links & Tenant Websites

The Website may include links to:

- Tenant business websites
- Third-party service pages
- External booking or program registration systems

Shadelands SportsMall is **not responsible** for the content, policies, accuracy, security, or practices of third-party sites.

Accessing external links is at your own risk.

You should review third-party terms and privacy policies before using their services.

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## 7. Disclaimer of Warranties

To the fullest extent permitted by law, the Website is provided on an **“as is” and “as available”** basis.

Shadelands SportsMall does **not** warrant that:

- The Website will be uninterrupted or error-free
- The Website will always be secure or free from malware
- Any defects or errors will be corrected
- Content will always be accurate, complete, or current
- The Website will meet your expectations or requirements

Your use of the Website is at your own risk.

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## 8. Limitation of Liability

To the maximum extent permitted by California and U.S. law:

Shadelands SportsMall and its owners, affiliates, officers, employees, and partners are **not liable** for any damages arising from or related to:

- Use or inability to use the Website
- Inaccuracies or omissions on the Website
- Technical failures, outages, or service interruptions
- Unauthorized access to systems or personal information
- Malware, harmful code, or security breaches
- Actions or content of third-party tenants or linked websites
- Decisions made based on Website information

This includes direct, indirect, incidental, consequential, punitive, or special damages.

Your exclusive remedy is to stop using the Website.

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## 9. Indemnification

You agree to indemnify, defend, and hold harmless Shadelands SportsMall from any claims, liabilities, damages, costs, and expenses arising from:

- Your use or misuse of the Website
  - Your violation of these Terms
  - Your violation of applicable laws
  - Any content or information you submit
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## 10. Privacy & Data Protection

Your use of the Website is governed by our **Privacy Policy**, which explains:

- What data we collect
- How we use it
- Your rights under California law
- How to contact us regarding privacy matters

By using the Website, you consent to our data practices as described.

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## 11. DMCA Copyright Policy

If you believe that content on the Website infringes your copyright, you may submit a Digital Millennium Copyright Act (DMCA) notice to:

**Shadelands SportsMall**

Address: 150 North Wiget Lane, Suite 250, Walnut Creek, CA 94598

Phone: 925-933-4000

Email: [info@hallequitiesgroup.com](mailto:info@hallequitiesgroup.com)

We will investigate and respond accordingly.

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## 12. Modification of Terms

We may update these Terms at any time to reflect:

- Legal changes
- Website updates
- Operational changes
- Business needs

Revised Terms will be posted with an updated “Last Updated” date.  
Continued use of the Website constitutes acceptance of the updated Terms.

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## 13. Governing Law & Venue

These Terms are governed by the laws of the **State of California** and applicable U.S. federal laws.

Any disputes arising from the Website or these Terms shall be resolved exclusively in the state or federal courts located in California.

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## 14. Contact Information

For questions regarding these Terms of Use, please contact:

**Shadelands SportsMall**

Address: 150 North Wiget Lane, Suite 250, Walnut Creek, CA 94598

Phone: 925-933-4000

Email: [info@hallequitiesgroup.com](mailto:info@hallequitiesgroup.com)