

WEBSITE TERMS AND CONDITIONS

These website terms and conditions (the "Terms and Conditions") govern the use of **123-swim-abc.com** (the "Site"). This Site is owned and operated by 123 Swim ABC LLC. This Site is an E-commerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to always abide by them.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of 123 Swim ABC LLC and the Site's creators. This includes, but is not limited to, images, text, logos, documents, downloadable files, and anything that contributes to the composition of our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account;
2. All personal information you provide through your account is up-to-date, accurate, and truthful, and you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you use our Site illegally or violate these Terms and Conditions.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Swim lessons.

The services will be paid for in full monthly during the subscription period.

These Terms and Conditions apply to all the services displayed on our Site when you access it. All information, descriptions, or images we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or pictures, as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject, or cancel your order whenever necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that you are responsible for monitoring your payment instrument to verify the refund receipt.

Subscriptions

Your subscription automatically renews, and you will be automatically billed until we receive notification that you want to cancel the subscription.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- Debit Card.

When you provide us with your payment information, you authorize our use and access to your chosen payment instrument. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

Suppose we believe your payment has violated any law or these Terms and Conditions. In that case, we reserve the right to cancel or reverse your transaction.

Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms

and Conditions will be read subject to the mandatory provisions of that legislation. Suppose there is a conflict between these Terms and Conditions and that legislation. In that case, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third-party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to our Site. You are responsible for reading the terms and conditions and privacy policies of these third party websites before using them.

Limitation of Liability

123 Swim ABC LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities, and expenses, including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site, you indemnify and hold harmless 123 Swim ABC LLC and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities, and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

The laws of the State of Florida govern these Terms and Conditions.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and 123 Swim ABC LLC cannot resolve any dispute through informal discussion, you and 123 Swim ABC LLC agree to submit the issue before a non-binding mediator and to an arbitrator if mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to you and 123 Swim ABC LLC.

Notwithstanding any other provision in these Terms and Conditions, you and 123 Swim ABC LLC agree that you both retain the right to bring an action in small claims court and an action for injunctive relief or intellectual property infringement.

Severability

Suppose at any time any of the provisions outlined in these Terms and Conditions are found to be inconsistent or invalid under applicable laws. In that case, those provisions will be deemed void and removed from these Terms and Conditions. The removal will not affect all other provisions, and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time to maintain compliance with the law and to reflect any changes to how we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please get in touch with us if you have any questions or concerns. Our contact details are as follows:

(321) 677-2177

contact@123swimabc.com

123 Swim ABC LLC

505 Odyssey Way #211

Merritt Island, FL 32953

You can also contact us through the feedback form available on our Site.

Effective Date: 8th day of March 2023