

Universal Scheduling - Terms of Service

The below Terms of Service reflect how Universal Scheduling business works. When we speak of "we", "us", and "our", we mean Universal Scheduling. If you choose to hire us, the tournament scheduling service we offer will be subject to these terms.

Age and Authority

You hereby represent that you are at least 18 years of age and are authorized to agree to these terms and conditions with Universal on behalf of your organization.

Fees

The fees payable to Universal are as follows:

- Flighting: \$6/team
- Game generation: \$1/team
- Scheduling: \$8/team
- Customer support: \$3/team

A description of each of the services is listed on <https://universalscheduling.com/>. You can hire Universal for any one or more of the services listed above. There may be discounts applicable to your situation that may be mutually agreed upon outside of these terms. Any discount offered shall not apply to the customer support fee. The fees are payable within 1 week of invoice receipt. Unless otherwise agreed, the invoice will be sent by email to the same email address(es) that we communicate the scheduling service deliverables with.

Flighting service

If you choose to hire Universal to provide the flighting service, you understand and acknowledge that flighting services are provided to the best of our abilities, with reasonable efforts. Even when we are hired to provide the flighting service, it is a collaborative effort where we need input from you as well as the participating teams. Given that flighting involves a fair degree of subjectivity and judgement, it is possible that looking back after the tournament some of the flighting decisions may appear unwise. Universal cannot guarantee or assure you of any specific outcomes or results. You understand and acknowledge that you will remain responsible for accepting the teams into the tournament in the system, before flighting can begin.

Game generation

You and we will agree prior to any game generation, what format would a given flight (*aka division*) follow. For example

- A four-team flight will play 3 games each and the top 2 teams play a final.

- A five-team flight will play 4 round robin games, with the winner decided on points.
- A six-team flight will play 3 round robin games, with the top 2 teams playing a final.
- A seven-team flight will play 4 round robin games, with the winner decided on points.
- An eight-team flight will be divided into two brackets. Each team plays 3 games within their bracket. The top team from each bracket plays in the championship game. The second team from each bracket may play a consolation or third place game.

Scheduling

If you hire us for scheduling services only, then you remain responsible for creating flights and generating the games. We need from you a separate spreadsheet detailing all the coaches that have multiple teams in the tournament. The list should clearly identify the teams - for example, club name, team name, age and gender should appear on the list the same way as they appear in your tournament scheduling system. You may selectively give us some additional constraint requests such as "these 4 teams have SATs and hence can only start playing on Saturday afternoon" or "we don't like teams playing games that are more than 3 hours apart".

You understand that we will generally prioritize coaching conflicts over any other constraints. Further, if there are some other constraints that you would like us to prioritize over coaching conflicts for your tournament, you understand and acknowledge that the unresolved coaching conflict refunds will not be payable to you by Universal.

You will need to add us as a scheduler in the system for us to be able to create a schedule for you.

Once we have created the schedule in the system, we will also give you some additional information that would allow you to judge the quality of the schedule (*for example, how many unresolved coach conflicts remain on the schedule*).

Timeliness of scheduling

We will give you a complete schedule within 3 calendar days after the flighting has been finalized, and all coach conflicts and any other instructions have been communicated to us. If any of the instructions is changed in the middle of the scheduling process (*for example certain teams are moved across flights, some flights are merged, new flights are created, or new conflicts are provided to us, etc.*), then the 3 day period starts from such time that the updates are made. If we fail to deliver a complete schedule within the 3 day period, no fee will be payable by you to us beyond the advance that you have already paid.

An expedited service is available for an additional fee of \$2 / team, whereby the complete schedule will be delivered within 24 hours after the input has been frozen and made available. We will acknowledge by email if we accept the expedited request for a given tournament

Customer support service

If you choose to hire Universal to provide customer support, Universal will only respond to team queries or requests relating specifically to the tournament schedule. Any other general information requests (*such as directions to the venue, information about referees, fields, vendors, payments etc.*)

pertaining to the tournament will continue to be handled by you.

Post scheduling support

Once a schedule has been published, Universal will be available to assist with some minor change requests pertaining to the schedule. For example, replace one team that is dropping out with another team that is replacing them. Or a team is dropping out, and their games need to be deleted or marked as a forfeit. Or both teams for a particular game have agreed to move the game to a different timeslot that is available. Any such change requests should be collected and sent to Universal in one email and we will action the changes once per day.

If any change requests require us to regenerate the games, that will be counted as additional teams being scheduled. For example, a request to move one team from a 6 team division to a 4 team division so that there are now two 5 team divisions, will require us to regenerate games for both divisions. In that example, 10 teams will be added to the total scheduling fee.

Advance payment

A 50% of total anticipated fee is payable at least two weeks prior to the start of the scheduling work. In the absence of the advanced payment - no agreement would have been established between you and Universal, we will not be obligated to reserve any capacity to work on your tournament and will not be responsible for any damages you may suffer as a result of not having a tournament scheduling service available to you.

If the remaining balance is not paid at least one week prior to the start date of the tournament, any subsequent tournaments scheduled for you will require full payment in advance.

Refunds

Except as outlined below, no refunds will be made.

Tournament cancellation refund: Any payment you make will be refunded 100% if the tournament is cancelled prior to any scheduling work being performed. If a tournament schedule has been created, and then the tournament gets cancelled, then the complete fee agreed upon between the parties shall be payable.

Unresolved coach conflicts refund: If a two-team coach is unable to attend all their games due to a conflict in the schedule, then a refund of \$50 is payable to you by Universal for each game that such a coach needs to miss. Similarly, if a three-team coach is unable to attend all their games, then a refund of \$25 is payable to you by Universal for each game that such coach needs to miss.

The refund is payable on group stage and round robin games only. Any playoff games (where the opponents are not known in advance) are not eligible for the refund.

If both coaches for a particular game have a conflict, it counts as a single game for the purpose of calculating the refund. In that instance, the refund paid is calculated based on the coach with the higher number of teams.

The unresolved coach conflict refund is not payable if you give us additional constraints such as a particular team cannot play any afternoon games, or that a particular team cannot wait for 4 hours between games, or that we cannot have these gaps on the field because it makes it harder to find

referees, or anything else. To be clear, we try to create a schedule that is reasonable for all stakeholders (*coaches, players, parents, referees*), but certain instances require tradeoffs.

The unresolved coach conflict refund is also not payable in certain additional instances such as field locations are too far apart, there are too many teams in the tournament leaving not enough wiggle room in the schedule, etc. If any such conditions are applicable for your tournament, we will inform you prior to starting any work on your tournament schedule, and we will mutually agree on an appropriate course of action.

The unresolved coach conflict refund is first netted against any discounts received by the tournament off the prices listed on this page, before any refunds are payable to you.

The refunds cannot exceed the total fee payable to Universal by you for that specific tournament.

License and data protection

Any data or content you share with us remains yours. Through these terms, you provide Universal with permission to use the data with the sole purpose of delivering a tournament schedule to you. Universal will not download or save any contact information (*for example email address, phone numbers*) for teams, coaches, managers etc. from your tournament scheduling system. We do not need any contact information to be able to schedule a tournament successfully. If you email us any contact information anyway, you must ask us explicitly to delete such information if you deem it confidential or proprietary to you. Universal will not reach out to any teams, managers, coaches etc. except in relation to the specific tournament that Universal has been hired to schedule for you, and even then, only if you expressly hire Universal to communicate with the teams, managers, coaches on your behalf. The restriction on communicating with individuals participating in the tournament will not apply if Universal is already in possession of the individuals' contact information or receives that information later independently (*for example through a prior relationship, a referral or easily accessible resources such as a public website, etc.*) and such communication happens outside of the context of your tournament. For example, if a club participating in your tournament may host their own tournament that could benefit from Universal's scheduling services.

Tournament name for promotional use

Unless you expressly prohibit us in writing, and as long as we deliver a schedule for your tournament, you grant us the right to use your tournament name on our website and promotional material as an example of a tournament that we have provided scheduling services for, along with a few summary stats pertaining to your tournament that could be of interest to other parties looking to judge Universal's ability to deliver conflict free schedules - such as percentage of teams with a coach conflict, percentage of conflicts that weren't resolved, any other constraints that the schedule had to follow etc.

Liability

To the extent allowed by applicable law, Universal is liable only for its breaches of these terms. Universal is not liable for:

- Loss of profits, revenues, business opportunities, goodwill, or anticipated savings

- Indirect or consequential losses
- Punitive damages

Universal's total liability arising out of or relating to these terms is limited to the fees paid by you to use our service in the 12 months before the dispute. New Jersey law will govern all disputes related to or arising out of these terms.

Force Majeure

Neither party shall be liable for any failure or delay in performance under this contract if such failure or delay is due to events beyond their reasonable control, including but not limited to acts of God, natural disasters, war, civil unrest, governmental actions, or any other force majeure event. In the event of a force majeure event that prevents either party from fulfilling its obligations under this agreement, the affected party shall promptly notify the other party in writing and provide details of the force majeure event's impact on its performance. During the force majeure event, the affected party's obligations under this contract shall be suspended for the duration of the force majeure event, and the timeframe for performance shall be extended for a period equal to the duration of the force majeure event. If the force majeure event continues for an extended period, either party may terminate this contract upon written notice to the other party, without incurring any liability or penalty. The party invoking force majeure shall use all reasonable efforts to mitigate the effects of the force majeure event and resume its performance under this contract as soon as practicable after the force majeure event has ceased.

About these terms

These terms describe the relationship between you and Universal. They don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms. If any particular term in this agreement is not valid or enforceable, that will not affect any other terms.