

## **Next Level Basketball ® LLC Mobile Application**

### **Terms and Conditions of Use & Privacy Policy**

**In using and purchasing services from this mobile application you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions of Use, Privacy Policy and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this mobile application and accepting the Company's terms and conditions. "The Company", "Ourselves", "Our", "We" and "Us", refers to our Company, Next Level Basketball ® LLC (hereinafter "Next Level Basketball ®"). "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing Florida and Federal law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

#### **DISCLAIMER OF WARRANTIES**

**Our mobile application and the services provided through it are provided on an "AS IS" and "AS AVAILABLE" basis.** Your use of this mobile application shall be at your sole risk. Next Level Basketball ® disclaims to the fullest extent permissible by law, and you waive, all warranties of any kind, whether expressed, implied, or statutory, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement, in connection to the mobile application and your use thereof. Next Level Basketball ® makes no warranties or representations about the accuracy or completeness of this mobile application's content and assumes no liability or responsibility for any (i) errors, mistakes or inaccuracies of content, (ii) any unauthorized access to or use of our mobile application or your information, (iii) any interruption or cessation of transmission to or from our mobile application. (iv) any bugs, viruses, Trojan horses, or similar which may be transmitted to or through our mobile application by any third party, (v) any errors or omissions in any content and/or (vi) any loss or damage of any kind incurred because of the use of any content transmitted or otherwise made available through the mobile application. You assume the entire risk of loss and damage due to your use of the mobile application, including but not limited to the cost of repairs or corrections to your hardware or software.

#### **LIMITATION OF LIABILITIES**

Your use of our mobile application is entirely at your sole risk. Next Level Basketball ® shall not be liable for any direct, indirect, incidental, consequential, special, exemplary or punitive damages or losses, including without limitation loss of use, data, profits, goodwill, or other intangible losses, whether based in contract, tort, strict liability, or otherwise, which you may incur in connection with the use of our mobile application.

## INDEMNIFICATION

You agree to indemnify and hold harmless Next Level Basketball ® from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), arising out of your acts or omissions, including claims resulting from your use of the mobile application.

## CHOICE OF LAW

The terms of this User Agreement and use of this Mobile application are governed by the laws of the State of Florida.

## COPYRIGHTS AND TRADEMARKS

All content included on this Mobile application, such as text, graphics, logos, button icons, images, audio clips and software, is the exclusive property of Next Level Basketball ® and protected by U.S. and international copyright laws. Any software used on this Mobile application is the property of Next Level Basketball ® or its software suppliers and protected by U.S. and international copyright laws.

Our mobile application (and any logos thereon) is a trademark of Next Level Basketball ® and may not be used in connection with any product or service that does not belong to Next Level Basketball ® in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Next Level Basketball ®.

## INTELLECTUAL PROPERTY RIGHTS

Unless stated otherwise, Next Level Basketball ®, and/or its licensors own the intellectual property rights in the mobile application and material on the mobile application. Subject to the limited licenses below, all intellectual property rights are reserved.

Users may view (and where applicable, download) materials from the mobile application, subject to the restrictions set forth below and elsewhere in these terms and conditions. All intellectual property rights in all content, materials, and/or service offerings and other deliverables and developments made, conceived, created, discovered, invented or reduced in the performance of the Services hereunder are and shall remain the sole and absolute property of Next Level Basketball ®, subject to an exclusive license to User for its strict internal use as intended under this Agreement, and Next Level Basketball ® retains all moral rights therein. This Agreement does not grant User any license to any of Next Level Basketball ®'s products, which products must be separately licensed.

User MAY NOT:

- Republish material from this web mobile application and/or service offerings mobile application (including republication on another mobile application);
- Sell, rent or sub-license material from the mobile application and/or service offerings;

- Show any material from the mobile application in public;
- Reproduce, duplicate, copy or otherwise exploit the materials on this mobile application and/or service offerings for any commercial purpose or otherwise unauthorized purpose;
- Edit or otherwise modify any material on the mobile application and/or service offerings;
- Redistribute material from this mobile application and/or service offerings, except for content specifically and expressly stated as made available for redistribution;
- Upload or otherwise transmit any harmful, threatening, abusive, defamatory, violent, hateful, or otherwise objectionable content or materials;
- Attempt to decipher, hack, decode or otherwise attempt to discover the source code of any software or any proprietary coding used on this mobile application or its materials; or
- Assist or encourage the violation of any terms set forth herein.

THE VIOLATION OF ANY PROHIBITED USES SET FORTH HEREIN MAY BE WARRANT CRIMINAL OR CIVIL LAW ACTION AND WILL BE PURSUED TO THE FULLEST EXTENT OF THE LAW.

#### ACCEPTABLE USE

User must not use this mobile application in any way that causes, or may cause, damage to the mobile application or impairment of the availability or accessibility of the mobile application; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

User must not use this mobile application to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

User must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this mobile application without Next Level Basketball ®'s express written consent. User must not use this mobile application to transmit or send unsolicited commercial communications. User must not use this mobile application for any purposes related to marketing without Next Level Basketball ®'s express written consent.

This mobile application, and all materials/service offerings provided by Next Level Basketball ®, may be accessible to individuals under the age of eighteen (18). Next Level Basketball ® is not responsible or liable for any legal claims or causes of action related to a minor's use of this mobile application, materials, or service offerings.

#### RESTRICTED ACCESS

Access to certain areas of this mobile application is restricted. Next Level Basketball ® reserves the right to restrict access to areas of this mobile application, or indeed this entire mobile application, at Next Level Basketball ®'s discretion.

If Next Level Basketball ® provides you with a user ID and password to enable you to access

restricted areas of this mobile application or other content or services, you must ensure that the user ID and password are kept confidential. Next Level Basketball ® may disable your user ID and password in Next Level Basketball ®'s sole discretion without notice or explanation. You shall be solely responsible for all activities under Your account, with or without your authorization. You are solely responsible for use of the mobile application. You must keep Your password confidential so that no one else may access the mobile application through your account. You must notify Next Level Basketball ® immediately upon discovering any unauthorized use of the mobile application or if You believe Your password has been compromised.

Service speed may vary depending on Your online or Internet service provider, location, line quality, inside wiring, Internet traffic, and other factors beyond our control. You acknowledge and agree that You must provide for Your own access to the Internet and pay any service fees associated with such access, and that You must provide all equipment necessary for You to make such connection to the Internet, including a computer and modem. You may not have full access to the mobile application if the Internet connection for Your Internet service provider is down or inaccessible, or if You provide incorrect information. If Your Internet service provider terminates Your service, Your access to the mobile application may be limited or denied. Next Level Basketball ® is not responsible for any such limitation or denial, or for any long-distance, toll, or other charges or fees you incur while you use the mobile application.

#### WARRANTY OF USER INFORMATION

User represents and warrants that any and all personal information provided by User belongs solely to User and is true and correct. User shall not impersonate or imitate another individual when utilizing this mobile application and/or the serving offerings. User further warrants that User has not, and will not, knowingly submit, include or use any false or inaccurate information to User's account.

#### ATTORNEY'S FEES

In the event any of the parties breach this Agreement, any of the other parties shall be entitled to hire an attorney and commence litigation if necessary to enforce the terms of this Agreement and shall be entitled to collect from the defaulting party reasonable attorneys' fees and costs associated with enforcing the terms of this Agreement regardless of whether litigation was commenced.

#### ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

#### ASSIGNMENT OF RIGHTS

Your rights under this Agreement are personal to you and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent

of the Company.

## **PRIVACY POLICY**

Next Level Basketball ® does not collect personally identifiable information about individuals who use our Mobile application except when the information is specifically provided on a voluntary basis. Personally identifiable information on Users will not be sold or otherwise transferred without the approval of the User. Next Level Basketball ® reserves the right to contact a User regarding account status, changes to the Agreement and other matters relevant to the use of the Mobile application. Next Level Basketball ® reserves the right to change this policy at any time. Any such change will be posted on the mobile application.

*Our mobile application may use cookies to facilitate easier navigation within the mobile application and provide a higher level of convenience for the visitor. A cookie is a small piece of information about an Internet session that may be created when a visitor accesses a mobile application. Any use of cookies used by our mobile application will not be written to the visitor's hard drive, exist only until the browser is shut down, do not contain any personal information regarding the visitor, and do not retrieve any information from the visitor's personal computer.*

**Credit Card Purchases:** Information provided for your purchase (including billing name, billing address, telephone number, and fax number) will not be shared or sold to anyone outside of Next Level Basketball ® nor to any third party. Payment information (such as credit card numbers and expiration dates) is treated confidentially and will not be shared with anyone except the financial institutions used to process payments. To process purchases, Next Level Basketball ® may require your name, address, phone number, email address and credit card information. Such information is used primarily to process your order or as otherwise described in this Policy and is not stored. Credit card transactions are processed in accordance with industry standards, and Next Level Basketball ® only uses your credit card information for that purpose.

Next Level Basketball ® uses software to protect your billing information. The software, which may change from time to time, encrypts information and keeps the data private and confidential between your computer and Next Level Basketball ®. This technology makes it safe to transmit your credit card number over the Internet.

**Personally Identifiable Information.** Our mobile application requires an e-mail address from you when you register for our services, subscribe, or make a purchase on our mobile application. Next Level Basketball ® uses your e-mail for both transactional and promotional reasons. For example, transactional would be such things as order confirmation, refund and renewal processing, and notifications. Promotional would include newsletters, new product offerings, special discounts, event notifications, and special third-party offers. E-mail messages sent may contain code that enables our database to track your usage of the e-mails, including whether the e-mail was opened and what links (if any) were clicked. Next Level Basketball ® reserves the right to send you certain communications relating to products and services, such as service announcements and administrative messages, without offering you the opportunity to opt out of receiving them. Next Level Basketball ® may also contact you by telephone solely in connection with our services.

## **Disclosure of Information to Third Parties.**

By Law. You agree that we may disclose information you provide if required to do so by law, at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend Owner's, or a third party's, rights or property; or (3) protect someone's health or safety, such as when harm or violence against any person (including You) is threatened.

Sale of Business. Next Level Basketball ® may buy or sell assets and, depending on the transaction, your personally identifiable information may be one of the transferred assets (excluding any credit card information which is not stored or sold). If Next Level Basketball ® is acquired by another company, your personally identifiable information may be part of the assets transferred to the acquiring party. If this occurs, you will be notified if there are any material changes to the way your information is collected or used.

Security. Our mobile application has security measures in place to protect the loss, misuse and alteration of the information stored in our database. Next Level Basketball ® will exercise reasonable care in providing secure transmission of information between your computer and our servers. Next Level Basketball ® cannot ensure or warrant the security of any information transmitted to us over the Internet and hence accepts no liability for any unintentional disclosure. Next Level Basketball ® is not responsible for the privacy practices or the content of other mobile applications that may be linked to this mobile application or of any third-party advertisers.

## **ACCEPTANCE OF PRIVACY POLICY**

Your use of our mobile application, including any dispute concerning privacy, is subject to this Privacy Policy and the applicable Terms and Conditions of Use. **BY USING THIS MOBILE APPLICATION, YOU ARE ACCEPTING THE PRACTICES SET OUT IN THIS PRIVACY POLICY AND THE APPLICABLE TERMS AND CONDITIONS OF USE.**

Next Level Basketball ® reserves the right to modify this Privacy Policy and Terms and Conditions of Use at any time. Your continued use of any portion of the mobile application following posting of the updates shall constitute your acceptance of the changes.

## **TERMINATION**

This Agreement is effective until terminated by Next Level Basketball ® at any time without notice. In the event of termination, the disclaimers and limitations of liabilities set forth in this Agreement shall survive.

This Privacy Policy was last revised on **August 3, 2023**.

Any questions regarding this Privacy Policy and the Terms and Conditions of Use may be sent to [info@nextbball.com](mailto:info@nextbball.com)