

## **Terms and Conditions**

### **Agreement between User and [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com)**

Welcome to [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com). The [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com) website (the "Site") is comprised of various web pages operated by Next Level Basketball ("Next Level Basketball"). [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

[www.nextlvlbasketball.com](http://www.nextlvlbasketball.com) is a Basketball Training Site.

Next Level Basketball is an on-line basketball training website where we provide training drills, training programs and other basketball related content for a monthly fee. We also provide training materials and basketball products for sale.

### **Privacy**

Your use of [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com) is subject to Next Level Basketball's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com) or sending emails to Next Level Basketball constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Next Level Basketball is not responsible for third party access to your account that results from theft or misappropriation of your account. Next Level Basketball and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

Next Level Basketball does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com) only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

#### **NEXT LEVEL BASKETBALL (MEMBERSHIP CANCELLATION POLICY)**

To enroll in a membership, a monthly payment of \$9.99 is required. The consumer will continue to be charged each month going forward by automatic deduction.

If the consumer would like to cancel your membership at any time during your current month, cancellation will become effective with the next billing period.

If the consumer joins with a discount code for a 7 day trial, once this trial period expires, the consumer will be charged for their first monthly membership fee. If the consumer cancels prior to the trial period expiring, he/she will not be charged.

#### **REFUND POLICY FOR PRODUCTS**

We do not have to provide a refund if you have changed your mind about a particular purchase, so please choose carefully.

A restocking fee of 15% may be deducted from refunds for physical items returned within 15 days of purchase and have not incurred material damage and are not missing components included in the original shipment. Note that shipping and handling costs will not be refunded. For units that have been damaged after delivery, you may be charged an additional restocking fee of either 25% or 50% of the original purchase price based on the severity of damage. If we receive a return which has been damaged beyond repair, we may return the item to you without issuing a refund.

For personalized physical items, there are no refunds.

Send your return to:

NEXT LEVEL BASKETBALL

P.O. BOX 157

NIAGARA FALLS, NEW YORK 14304

#### **Links to Third Party Sites/Third Party Services**

www.nextlvlbasketball.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Next Level Basketball and Next Level Basketball is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Next Level Basketball is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Next Level Basketball of the site or any association with its operators.

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#### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use www.nextlvlbasketball.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Next Level Basketball that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Next Level Basketball or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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#### **International Users**

The Service is controlled, operated and administered by Next Level Basketball from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Next Level Basketball Content accessed through [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

#### **Indemnification**

You agree to indemnify, defend and hold harmless Next Level Basketball, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Next Level Basketball reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Next Level Basketball in asserting any available defenses.

#### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. NEXT LEVEL BASKETBALL AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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**Termination/Access Restriction**

Next Level Basketball reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Next Level Basketball as a result of this agreement or use of the Site. Next Level Basketball's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Next Level Basketball's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Next Level Basketball with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid,

enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Next Level Basketball with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Next Level Basketball with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Next Level Basketball reserves the right, in its sole discretion, to change the Terms under which [www.nextlvlbasketball.com](http://www.nextlvlbasketball.com) is offered. The most current version of the Terms will supersede all previous versions. Next Level Basketball encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Next Level Basketball welcomes your questions or comments regarding the Terms:

Next Level Basketball  
P.O. BOX 157  
Niagara Falls, New York 14304

Email Address:  
[coachcorbi@nextlvlbasketball.com](mailto:coachcorbi@nextlvlbasketball.com)

Telephone number:  
716-320-0256

Effective as of February 22, 2018