

# Youth Basketball Development Terms of Use

## Acceptance of Terms

Please read these terms carefully. By using the youthbasketballdevelopment.com web site, you agree to be bound by these terms. If you do not accept these terms, you may not use our site. As used in these Terms, “we,” “our,” and “us” refer to Youth Basketball Development, LLC. Changes to these Terms: We may change, add, and/or alter these terms at any time without prior notice or acceptance by you by posting the amended terms on this site. Use of our site following any such change constitutes your agreement to follow and be bound by the terms as changed. For this reason, you should review these Terms whenever you use our site.

## Ownership and Use

Materials contained on or obtained through our site, including, but not limited to, the text, images, forms, logos, graphics, images, audio clips, video clips, photographs, illustrations, video and audio clips (collectively, the “Materials”), are owned or licensed by Youth Basketball Development, LLC. We retain all proprietary rights in and to the Materials, including all intellectual property rights associated therewith (e.g., copyrights, patents, trademarks, trade secrets and know-how) and all broadcasting rights or other distribution rights associated therewith. In addition the entire content of our site is copyrighted as a collective work by Youth Basketball Development, LLC. Unless otherwise expressly indicated on our site, except for downloading, storing, viewing and printing limited portions of the Materials for your own personal or youth association noncommercial use, you may not download, store, print, modify, copy, reproduce, translate, perform, display, publish, create derivative works of, distribute or otherwise use the Materials in any way, without the prior written permission of Youth Basketball Development, LLC. You must retain all copyright, trademark and other proprietary notices contained in the original Materials on any copy you make of the Materials. You may not frame or utilize framing techniques to enclose all or any portion of our site. You may not use any metatags or any other similar hidden text utilizing Youth Basketball Development’s name or trademarks. We may, in our sole discretion, modify, add or discontinue any aspect, content or feature of any of our site at any time, with or without notice.

## Use policies

You may not do any of the following while using our site:

- Interfere with or disrupt networks connected to our site or violate the regulations, policies or procedures of such networks
- Attempt to gain unauthorized access to our site, computer systems or networks connected to this site, through password mining or any other means
- Interfere with another user’s use and enjoyment of this site
- Upload any message, information, data, text, software, graphic files or other materials (“Content”) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, that may be invasive of another’s privacy, hateful, racially, ethnically or otherwise objectionable
- Upload content that contains a virus, corrupted file, or other harmful component;
- Impersonate any person or entity, including, but not limited to, Youth Basketball Development personnel or falsely state or otherwise misrepresent any affiliation with any person or entity

- Upload any content that you do not have a right to upload under law or under contractual or fiduciary relationships (including, but not limited to, nondisclosure agreements)
- Upload any information or grant permissions to view information to any person in a manner that exceeds your contractual or other legal authority
- Upload any unsolicited advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, contests, surveys, or any other form of solicitation (commercial or non-commercial)
- Intentionally or unintentionally violate or encourage or assist another to violate any law or regulation in connection with your use or another's use of this site
- Upload any content that violates or infringes any patent, trademark, trade secret, copyright or any right, of whatever nature, of anyone

If you violate any of this Section, your permission to use the Materials and this site automatically terminates.

### Registration on our Site

If you wish to register on our site you agree to provide accurate, current and complete personal data and information about yourself or youth association (such as name, age, address, etc.) as required by our registration form(s) and further agree that you will update such data to keep it accurate, current and complete. Youth Basketball Development reserves the right to suspend or terminate your use of our site if we discover, or have a reasonable basis to believe that any of the data you have provided is inaccurate, incomplete or untrue. If you register on our site, you may be asked to select a username and password. Your account, including your username and password, are personal to you and/or your youth basketball association pending the membership program you purchased and may not be used by anyone else outside yourself or youth association membership. You and/or your youth association are responsible for maintaining the confidentiality of your password and username and are fully responsible for all activities that occur under your password or username by you or by anyone else using your username and password, whether or not authorized by you. You agree to immediately inform us of any apparent breaches of security such as loss, theft or unauthorized disclosure or use of your username or password (contact Youth Basketball Development at [info@youthbasketballdevelopment.com](mailto:info@youthbasketballdevelopment.com) and until we are so notified you will remain liable for any unauthorized use of your account.).

### Refund Policy

**For membership products, we do not provide any refunds on purchases.** The nature of digital goods and membership is such that the consumption of the material to evaluate the product is something that can not be returned. However, we are happy to work with you in any way we can to find a fair solution for both sides on a situation-by-situation basis. We will also notify you of the approval or rejection of your refund. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days. You may request a refund on our membership products at any time by e-mailing us at [info@youthbasketballdevelopment.com](mailto:info@youthbasketballdevelopment.com).

### Links to Third-Party Sites

This site may contain links to third-party Web sites. These links are provided solely for your convenience. They are not an endorsement by us of the content of such third-party Web sites. We are not responsible for the content or practices of linked third-party sites and do not make any representations or warranties about the content or accuracy of materials on such third-party Web sites or the practices of such sites.

## Submissions

We welcome comments regarding our service. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") submitted to us will be our exclusive property. Submission of any such Comments constitutes an assignment to Youth Basketball Development of all worldwide right, title and interest in and to all copyrights and other intellectual property rights in and to the Comments, and you represent and warrant that you have the right to make such an assignment and that such Comments do not violate or infringe any rights of anyone. Youth Basketball Development will be entitled to use, reproduce, disclose, publish and distribute any Comments for any purpose whatsoever (in whole or in part) worldwide and/or to incorporate it in other work in any form, media or technology now known or later developed, without restriction and without compensating you in any way. For this reason, we ask that you do not send us any Comments that you do not desire to assign to Youth Basketball Development, including, but not limited to, any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

## Disclaimer of Warranties

This site and the materials are provided on an as-is, as-available basis without any warranty of any kind, either express or implied. To the fullest extent permitted by law, Youth Basketball Development, affiliates and third party licensors and vendors disclaim all warranties, express or implied, including, but not limited to, any implied warranty of merchantability, non-infringement, fitness for a particular purpose or accuracy of any informational content. Certain states do not allow disclaimers of certain warranties or limitations on how long an implied warranty lasts, so one or all of the foregoing limitations may not apply to you. You understand and expressly agree that use of our site and the Materials is at your sole risk and that this site and the Materials may not be current, complete, uninterrupted, accurate or error-free. We make no representation or warranty regarding the use, validity, security, accuracy, currency, completeness, reliability or the results from the use of this site or the Materials and do not assume any liability or responsibility for any errors or omissions in the Materials or any actions taken or not taken in reliance upon the Materials. The Materials may contain typographical errors or inaccuracies and may not be complete or current and, therefore, we reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

## Limitation of Liability

In no event shall Youth Basketball Development, affiliates or third party licensors or vendors be liable for any damages of any kind (including, but not limited to, direct, indirect, incidental, consequential, special, punitive or exemplary damages, or any damages for computer failure or malfunction, business interruption, loss of profits, use, data, goodwill or other intangibles) arising from or in any way relating to these terms, this site, the materials (including, but not limited to, the use or inability to use any of our site or the materials), or any information, goods or services contained on or obtained through our site, even if Youth Basketball Development has been informed of the possibility of such damages and regardless of the form of action (including, but not limited to, contract, negligence, tort or warranty). Certain states do not allow the limitation of certain damages, so some or all of this limitation of liability may not apply to you and you may have additional rights.

## Indemnification

You agree to defend, indemnify and hold harmless Youth Basketball Development, LLC and affiliates and officers, directors, employees and agents, from and against any and all third-party claims, liability, actions, demands, costs or expenses (including, but not limited to, attorneys' fees) arising from or relating to your use of our site or the Materials, material that you post to this site or otherwise provide to Youth Basketball Development, or your breach or violation of these Terms. We reserve the right to defend any such claim, and you agree to provide Youth Basketball Development, LLC with such reasonable cooperation as it may request.

## Privacy Statement

Be sure to check our Privacy Statement to understand our practices. The Privacy Statement is subject to these Terms and is incorporated by reference herein. By agreeing to these Terms, you are also consenting to our use of your personal information in accordance with our Privacy Statement.

## Children Under Age 18

Children under the age of 18 are not permitted to register on our site, purchase memberships, or post content on our Site. In addition, please see the section of our Privacy Statement applicable to Age of Consent. As your child's legal guardian, you are responsible for determining whether the Materials on our site are or are not, appropriate for your child. You may modify your information or cancel your registration on our site at any time by e-mailing us at [info@youthbasketballdevelopment.com](mailto:info@youthbasketballdevelopment.com).

## Dispute resolution

These Terms will be governed by the internal laws of the State of Wisconsin. You agree that any and all disputes, claims and causes of action arising from or relating to this site or these Terms may be brought only in a court of competent jurisdiction in Wisconsin, and you hereby consent to the jurisdiction, venue and convenience of such courts. Any and all disputes, claims and causes of action arising out of or relating to this site or these Terms shall be resolved individually, without resort to any form of class action.

## Miscellaneous

This site is based in the United States. Access to the Materials or use of this site may not be legal by certain persons or in certain countries. If you access this site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Headings in these Terms are for convenience only and shall not be used to interpret or construe its provisions. If any term or provision of these Terms is found to be invalid, void or unenforceable by any court having competent jurisdiction, the remainder of these Terms shall remain in full force and effect. Any waiver of any term or provision of these Terms will be effective only if it is in writing and signed by Youth Basketball Development. No waiver of any term or provision of these Terms shall be deemed a further or continuing waiver of such term or provision or any other term or provision. These Terms constitute the entire agreement between the parties pertaining to the subject matter hereof, and cancel and supersede all prior oral and written negotiations, agreements or understandings between the parties with respect to the subject matter hereof. Except as provided above in the Section labeled "Changes to these Terms," no modification of any provision of these Terms shall be valid or binding unless made in writing and signed by an authorized representative of Youth Basketball Development.