

Terms of Use

Acceptance

Welcome to the website of EveryBallCounts, LLC (“EBC,” “we,” “us” or “our”). The following terms and conditions (the “Terms of Use”) apply to your use of www.everyballcounts.com and the EBC mobile application(s), including all content, functionality and services offered on or through www.everyballcounts.com and the mobile application (the “Site”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Site. By using the Site or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated here by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must exit the Site.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion, and without notice. Please check back regularly to review the changes we made, as they are binding on you. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes.

Accessing the Site and Account Security

We reserve the right to withdraw or amend the Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Site, and for ensuring that all persons, including any children or minors, who access the Site through your Internet connection are aware of these Terms of Use, and that they comply with them. To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information (such as your name, date of birth, age, birthday or email or postal address). It is a condition of your use of the Site that all the information you provide is correct, current and complete.

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to notify us promptly of any unauthorized use of your user name or password or any other breach of security. Please use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user identification code or password, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including, if in our opinion, you have failed to comply with any provision of these Terms of Use.

Intellectual Property Rights

The Site and all of its contents, features and functionality (including but not limited to all information, data, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), and our training method, procedures, course design and all related methodologies are owned by us or our licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Other than the rights granted under Terms of Use you do not have the right to Site or any of our intellectual property for any reason or purpose and doing so is a violation of our rights.

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- delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
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Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local and international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate us or one of our employees or representatives, another user, or person or entity (including, without limitation, the use of e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability.
- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent, which consent may be withheld in our sole discretion.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

User Material

The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, “Interactive Services”) that allow you to post, submit, publish, display or transmit to us and other users, content, data or materials (collectively, “User Material”) on or through the Site.

All User Material you post to the Site will be considered non-confidential and non-proprietary, and we have the royalty free, perpetual right and license to use, copy, distribute and disclose to third parties any such material for any purpose. You represent and warrant that you own or have the rights in and to the User Material and have the right to grant us the foregoing license.

You represent and warrant that all of your User Material do and will comply with these Terms of Use, and you agree to defend, indemnify and hold harmless us and our affiliates, employees, directors, agents, representatives and licensors for any breach of that representation and warranty.

You understand and acknowledge that you are responsible for any User Material you submit or contribute, and you, not us, have fully responsibility for the User Material content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Site.

Monitoring and Enforcement; Termination

We have the right to:

- remove or refuse to post any User Material for any or no reason in our sole discretion.
- take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion if we believe that the User Contribution violates the Terms of Use, infringes any intellectual property right or other right, threatens the personal safety of users of the Site or the public or could create liability for us.
- disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- terminate your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any

materials on or through the Site. YOU WAIVE AND HOLD US HARMLESS FROM ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A RESULT OF OUR INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT AUTHORITIES.

Notwithstanding the foregoing, we do not undertake to review all material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or any User Contribution.

Content Standards

These content standards apply to any and all User Material and Interactive Services. User Material must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Material must not:

- contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any patent, trademark, trade secret, copyright or other intellectual property rights of any other person.
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- be likely to deceive any person.
- promote any illegal activity, or advocate, promote or assist any unlawful act.
- cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organization.
- involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- give the impression that they emanate from us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any material on the Site violates your copyright, please contact us at: info@everyballcounts.com~~{INSERT EMAIL ADDRESS}~~.

Reliance on Information Posted

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Changes to the Site

We may update the Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material. We may change the Site at any time with or without notice. We may suspend access to the Site, or close it indefinitely.

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Governing Law and Jurisdiction

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Site shall be instituted exclusively in the federal courts or state courts located in the Palm Beach County, Florida. Notwithstanding the foregoing, we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver of these Terms of Use by us shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and our failure to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

Your Comments and Concerns

The Site is owned and operated by EveryBallCounts, LLC. You can contact us at:

[7736 Bay Hill Drive](#)
[West Palm Beach, FL 33412141-Citadel Circle](#)
[Jupiter, Florida 33458](#)

info@everyballcounts.com

Last Updated: July 17, 2014~~[INSERT DATE]~~

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