

TERMS & CONDITIONS

Last Updated: 11/13/25

Business Name: Next Touch Academy (“NTA,” “we,” “us,” or “our”)

These Terms & Conditions (“Terms”) govern your participation in any program, session, service, or event offered by Next Touch Academy. By registering, enrolling, attending, or allowing your child to participate, you (“Client,” “Parent,” “Player,” or “you”) acknowledge that you have read, understood, and agree to be bound by these Terms.

1. SERVICE DESCRIPTION

Next Touch Academy provides youth sports training programs, including but not limited to group sessions, private training, partner/trio training, seasonal programs, camps, clinics, and special events. Session types, schedules, pricing, and capacity limits may vary.

NTA reserves the right to modify, cancel, or update any program offering at any time.

2. PAYMENT TERMS

All payments must be made in full at the time of booking unless otherwise stated. NTA accepts electronic payments, including but not limited to credit/debit cards, bank transfers, Zelle, or payment processors integrated through our website or registration platforms.

2.1 Late Sign-Up Fee

Registrations made within **2 hours** of a session start time will incur a **\$5 late registration surcharge**.

2.2 Non-Payment

Failure to complete payment will result in loss of registration, removal from the roster, and/or denial of participation.

3. REFUND & CREDIT POLICY

All sales are considered final unless otherwise stated.

3.1 Drop-In Sessions

- Non-refundable unless canceled by NTA or a documented medical reason is provided in advance.
- Makeup sessions are not guaranteed.

3.2 Training Cycles (5 Weeks for Summer/ Winter - 6 Weeks for Fall/ Spring)

- Full refund within **24 hours** of purchase.
- 75% refund or full credit if requested *before Week 1 begins*.
- No refunds after the cycle starts.
- Credits may be issued for documented injuries or emergencies at NTA's discretion.

3.3 Starter Packs

- Non-refundable once the first session has occurred.
- Refundable only if unused and requested within **7 days** of purchase.

3.4 Unlimited / All-Access Packages

- Non-refundable and non-transferable.
- No adjustments or credits will be issued based on attendance.

3.5 Private, Partner, and Small Group Sessions

- Cancellations must be made **24 hours (private/partner/trio)** or **48 hours (group 4+)** in advance.

- Late cancellations or no-shows result in full charge.

3.6 Membership Fees

- Premium Membership fees are non-refundable and non-transferable.
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4. ATTENDANCE, MAKEUPS & CANCELLATIONS

4.1 Parent/Player Responsibility

Clients are responsible for arriving on time and prepared for sessions.

4.2 Makeup Policy

Makeups may be available within the same cycle, space permitting. They are not guaranteed and cannot roll over to future cycles.

4.3 Weather & Field Conditions

NTA may cancel, delay, or relocate sessions due to weather, field closures, or safety concerns. Makeups or credits will be offered when possible, but **refunds will not be issued** for weather-related changes when reasonable alternatives are provided.

5. PLAYER CONDUCT

Players are expected to demonstrate:

- Positive attitude
- Safe behavior
- Respect toward coaches and other players

- Appropriate effort and focus

NTA reserves the right to remove any player whose behavior endangers others or disrupts the training environment, without refund.

6. PARENT CONDUCT

Parents/guardians agree to:

- Model positive sideline behavior
- Refrain from coaching during sessions
- Respect coaching decisions
- Communicate concerns privately and professionally

Violation may result in removal from the premises or termination of service.

7. MEDIA CONSENT

By participating in NTA programs, you grant permission for NTA to capture and use photos, videos, and likenesses of participants for training, educational, promotional, and marketing purposes.

Parents may opt out in writing prior to participation.

8. RISK ASSUMPTION & LIABILITY WAIVER

Participation in sports training involves inherent risks, including but not limited to injury, illness, or accidents.

By registering, you voluntarily assume all risks associated with participation and agree that NTA, its staff, contractors, and affiliates are not liable for:

- Injuries
- Lost or damaged personal belongings
- Medical expenses
- Accidents occurring during training, travel, or facility use

In the event of injury, you authorize NTA staff to seek or administer necessary medical care.

9. COMMUNICATION & NOTICES

By enrolling, you consent to receive communications regarding scheduling, payments, weather updates, marketing, and operational notices via email, SMS, or messaging platforms.

10. TERMINATION OF SERVICES

NTA reserves the right to terminate service to any client at any time for:

- Safety concerns
- Repeated policy violations
- Harassment or disrespectful conduct
- Non-payment

Refunds are not guaranteed upon termination.

11. INTELLECTUAL PROPERTY

All training methods, curriculum, materials, branding, and content created by NTA are proprietary and may not be copied, shared, or distributed without written consent.

12. MODIFICATION OF TERMS

NTA may update these Terms at any time. Updated Terms will be posted online and apply immediately to all future registrations.

13. GOVERNING LAW

These Terms shall be governed by and interpreted in accordance with the laws of the State of Texas.

14. CONTACT INFORMATION

For questions or concerns:

Email: ben@nexttouchacademy.com

Website: www.nexttouchacademy.com

PRIVACY POLICY

Last Updated: 11/13/25

This Privacy Policy explains how Next Touch Academy (“we,” “us,” “our”) collects, uses, stores, and protects personal information obtained through our website, registration systems, and in-person programs.

By accessing our services or submitting personal information, you consent to the practices described in this Privacy Policy.

1. INFORMATION WE COLLECT

We may collect the following types of personal information:

1.1 Player & Parent Information

- Name
- Email address
- Phone number
- Home address
- Emergency contacts
- Player date of birth
- Medical details voluntarily provided (e.g., allergies)

1.2 Payment Information

- Billing details
- Transaction history
(Processed securely through third-party payment processors; we do not store full card numbers.)

1.3 Automatically Collected Data

- IP address
 - Browser type
 - Device information
 - Site usage analytics
 - Cookies and tracking technologies (e.g., Meta Pixel, Google Analytics)
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2. HOW WE USE YOUR INFORMATION

We use collected information to:

- Register participants
- Manage scheduling and communication
- Process payments
- Improve program operations
- Send updates, reminders, and marketing materials
- Ensure safety and emergency response
- Comply with legal requirements

We do **not** sell or rent personal information.

3. CHILDREN'S PRIVACY

Because we serve minors:

- We collect personal information **only from parents/guardians** during registration.
- We do not directly solicit or communicate with minors without parental consent.
- Parents may request the deletion or correction of their child's information at any time.

NTA complies with applicable children's privacy laws (including COPPA).

4. DATA STORAGE & SECURITY

We implement commercially reasonable measures to protect personal information, including encryption through third-party systems, password-protected access, and secure servers.

However, no method of transmission or storage is 100% secure. Participation constitutes acknowledgment of inherent digital risk.

5. INFORMATION SHARING

We may share information with:

5.1 Service Providers

Payment processors, scheduling platforms, website hosts, marketing tools, and other vendors supporting NTA's operations.

5.2 Legal Compliance

We may disclose information if required by law or to protect the safety of participants.

5.3 Emergency Situations

Medical personnel may receive relevant health or identification information when necessary for participant safety.

We do **not** sell personal information to third parties.

6. MARKETING & COMMUNICATION

By enrolling, you consent to receiving communication from NTA regarding:

- Training updates
- Weather alerts
- New programs
- Billing reminders

- Promotional offers

You may opt out of marketing emails at any time (operational messages may still be required).

7. COOKIES & TRACKING

We use cookies and tracking technologies to analyze traffic, improve user experience, and support digital advertising campaigns (including Meta/Instagram remarketing).

Users may disable cookies through their browser settings.

8. DATA RETENTION

We retain personal information for as long as reasonably necessary for:

- Active participation
- Legal compliance
- Business operations

Parents may request deletion of personal information outside legal retention requirements.

9. ACCESS, CORRECTION & DELETION

You may request:

- A copy of your stored data
- Corrections to inaccurate information
- Deletion of personal information (subject to safety/legal requirements)

Requests may be submitted in writing to:

Email: ben@nexttouchacademy.com

10. CHANGES TO THIS PRIVACY POLICY

We may modify this Privacy Policy at any time. Updated versions will be posted on our website with a new “Last Updated” date.

11. CONTACT INFORMATION

For privacy inquiries, contact:

Email: ben@nexttouchacademy.com