



Advanced Player Academy Terms & Conditions

Reading and Accepting these Terms Conditions (collectively called "Terms") are required before gaining the right to use our site.

Access to the Advanced Player Academy site is strictly prohibited without your acknowledgment and acceptance of such Terms.

These Terms may change from time to time. As a visitor or client, you are encouraged to review this section periodically.

These Terms include our Privacy Policy. Some aspects of the Privacy Policy are incorporated herein; however, it is advisable to review each document independently. If

You do not accept the Terms stated here, you are prohibited from using our site or becoming a client of Advanced Player Academy ("the Company") and our services.

By viewing or using the Advanced Player Academy website or becoming a member of the Company, accessing any banner or advertisement on the site, utilizing any aspect of our site, following our guidance regarding the recruiting process, attending suggested camps and/or third-[party showcase, or any other task presented by the Company, or visiting any other area of the site (collectively "Advanced Player Academy") or using our services, you are agreeing to all the provisions of the Terms of Advanced Player Academy.

Persons under the age of 18 (and those covered by the Child Online Privacy Act - COPA of 1998) are permitted access only with the acknowledgement of a parent or guardian. Additionally, Advanced Player Academy reserves the right to deny access to anyone or any company for any reason whatsoever and User agrees not to bring any legal action whatsoever regarding claims or potential claims of any wrongdoing pertaining to any of these decisions.

Parties to the Terms Conditions include visitors, members, players, recruiters, coaches, administrators, affiliates, customers, and others, collectively referred to herein as "Users", are parties to this agreement.

Use of Information

Unless you have entered into an express written contract with Advanced Player Academy (by authorizing payment and acknowledging and agreeing to these Terms) to the contrary, Users have no right to use this information in any fashion. Any distribution or reproduction of the information (by any means whatsoever) without expressed written permission from Advanced Player Academy is strictly prohibited. You acknowledge that if you have not agreed to these Terms, any viewing or other use is considered unauthorized use. Such unlawful use may subject you to civil or criminal penalties. Unlawful use may require User to pay liquidated damages in the amount of \$100,000 (US) and the actual costs and damages for such a breach.

Site Restrictions

Advanced Player Academy prohibits Users from transmitting or posting all items noted below but not limited to:

- violations of any applicable law or regulation
- violations of copyright laws and intellectual property rights
- obscene, pornographic, defamatory, vulgar, hateful, or offensive material

Advanced Player Academy, in its sole discretion, has the right to remove and/or edit any content added to the site without warning and those posting said violating information may lose all access to the site and services of Advanced Player Academy (including forfeiture of all monies paid and will not have any recourse for any refund of any kind.) In addition, those violating said regulations may face applicable criminal charges. Additionally, Advanced Player Academy, in its sole discretion (and without the threat of any User recourse) maintains the right to suspend or invalidate any membership for actual or perceived improper or fraudulent uses of the site.

It is understood that Users acceptance to Advanced Player Academy is not automatic. The membership is reviewed by Advanced Player Academy and, in our sole discretion; a determination of membership will be made. Our decision is final and you waive any and all rights whatsoever against Advanced Player Academy for said decision.

By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that Users will use caution and common sense when using our site.

Visitors and Members are also prohibited from violating or attempting to violate the security of Advanced Player Academy site by doing the following (including, but not limited to):

- accessing or attempting to access data not intended for User or logging into a server or account which the User is not authorized to

attempting to test the vulnerability of the system or network or to breach security or authentication measures without proper authorization

attempting to interfere with service to any User, host or network, including, without limitation, by submitting a virus, overloading, "flooding", "spamming", "mail bombing" or "crashing" the system

forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Advanced Player Academy will prosecute aggressively any offenders to the fullest extent of the law. And will cooperate with law enforcement authorities in prosecuting Users who are involved in such violations.

Use of Content on the Site and Information Obtained from Advanced Player Academy

You may view and print contents from the Site subject to the following conditions:

content may be used only for information purposes

content may not be modified in any way.

You may not reproduce (in any way) or distribute (in any form) the content contained herein; and Advanced Player Academy, our name, logo, and other intellectual property may not be utilized in any way without expressed written permission of Advanced Player Academy

Any statements contained within the Site regarding our members or testimonials are considered "forwarding looking statements" under the Federal Securities laws. There can be no assurance that future results will be achieved and actual results could differ materially from forecasts and statements made by the company.

Reviews, Comments, Communications, And Other Content

When providing information through forms on our site, you may submit comments and provide other content so long as the content is not illegal, threatening, or defamatory and so long as the content does not invade the privacy or infringe the intellectual property of a third party. Further, such content may not, and you hereby warrant that the content does not contain software viruses, mass mailings, chain letters, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the source or origin of the information.

By submitting information (either through the site, email, other postal services, or any through any other manner), you grant Advanced Player Academy an unrestricted use to fully sub-licensable right to reproduce, use, modify, publish, adapt, translate, create derivative works from, distribute, display, print and reprint such content throughout the world in any media and for any purpose and acknowledge that such use is done so on a royalty-free, perpetual, and irrevocable basis. You further represent and warrant that the content you provide is accurate to the best of your knowledge and you have not knowingly provided false or misleading information. Providing such information will

immediately void your membership. You further grant Advanced Player Academy a release from any and all liability for damages for use in any manner of your information and waive any and all claims and causes of action for damages for such use, including but not limited to, unauthorized use of your likeness, image, character or persona, violation of your right of publicity or privacy and for copyright and moral rights infringement or defamation.

Specific Prohibited Uses

Advanced Player Academy may only be used for lawful purposes by individuals seeking mystery/secret shopping assignments and merchandising assignments and recruiters/employers seeking individuals looking for said job opportunities.

Visitors and Members agree not to do any of the following:

- use any information obtained through Advanced Player Academy for any purpose other than for the purpose it was designed for
- post or submit any incomplete, false or inaccurate biographical information or data which is not your own
- post or solicit any pyramid scheme or distributorship which pays commissions or requires recruitment of other sub-distributors or sub-agents
- send spam in an effort to create sub-level referrals (i.e. pyramid concepts)
- delete or revise any material posted by any other person or entity
- decipher or reverse engineer any of the software related to Advanced Player Academy
- copy or duplicate in any manner the content of Advanced Player Academy without express written consent from Advanced Player Academy
- frame or link to/from any area of our site (or its contents)

Ownership of Advanced Player Academy Right to Use, Sell, or Publish the contents of the site (including hyperlinking to the site, co-branding, and framing)

Advanced Player Academy is the sole owner of this website. Information (including information uploaded by its Users) is copyrighted to Advanced Player Academy Users have no rights whatsoever regarding the site content and release any such claims of ownership to Advanced Player Academy

Disclaimers

EXCEPT AS EXPRESSLY STATED IN AN AGREEMENT BETWEEN YOU AND THE COMPANY, ALL CONTENT, SERVICES, PRODUCTS, ADVICE, SUGGESTIONS, ASSIGNED TASKS, AND SOFTWARE PROVIDED ON THIS SITE OR BY THE COMPANY ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. Advanced Player Academy, ITS AFFILIATES, SUPPLIERS, AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED

INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT.

YOU ARE SOLELY RESPONSIBLE FOR THE SERVICES OFFERED BY Advanced Player Academy THE COMPANY DOES NOT WARRANT THAT THE SITE, ITS CONTENT, OR THE PRODUCTS AND SERVICES IT OFFERS IN ANY FORM WILL MEET YOUR REQUIREMENTS.

Advanced Player Academy SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. .

Advanced Player Academy cannot warrant that the site or our company will operate error-free or virus-free. Advanced Player Academy is not responsible for any damage that may or may not be caused by use of our site. Advanced Player Academy's services are provided on an "as is" basis without any warranties of any kind.

Indemnity

You agree to defend, indemnify, and hold harmless Advanced Player Academy, employees, affiliates, coaches, other staff members both salaried and on a per diem or project basis, and agents ("Indemnitees") against all claims, expenses, liabilities, losses, costs, and damages, including reasonable attorney's fees, that the Indemnitees may incur (i) in connection with your involvement with The Company.

Applicable Laws

All matters relating to your membership to The Company shall be governed by U.S. federal law or the laws of the State of Florida without regard to its conflict of law principles. Any legal action or proceeding relating to such shall be instituted in a state or federal court in the jurisdiction of the State of Florida. It will be further conducted in Palm Beach County, FL if so requested by Advanced Player Academy and permissible.

If any provision of our terms are deemed invalid or unenforceable, that determination will not affect the rest of these terms and the rest of the terms will be enforceable.

For content accuracy of reported and advertised information, Advanced Player Academy absolves itself from any responsibility for the accuracy of the content of this website or any materials it produces, distributes or compiles. Users assume the risks of viewing, using, or relying upon this information. Advanced Player Academy, while taking all measures to ensure the accuracy of the information we provide, makes no such warranty that such information is, in fact, accurate. Our third-party affiliations operate independently and under the guidelines of their own set of Terms Conditions and Privacy Policies.

For harm caused to your computer, network, or software from using this site (User assumes all risks for worms and viruses), downloading any materials, acting upon advice given, Advanced Player Academy assumes no responsibility for damage or harm caused to its Members or Visitors.

For Warranty

Advanced Player Academy disclaims all warranties, whether expressed or implied, including the warranty of merchantability, fitness for a particular purpose, and non-infringement. Advanced Player Academy makes no warranties regarding accuracy, reliability, or completeness of the content, services, text, graphics, formulas, and/or links.

Copyright and Trademarks

All materials contained on the website are Copyrighted to Advanced Player Academy All rights reserved.

No person is authorized to use, copy, or distribute any portion of the website in any way or means (in whole or part) without expressed written permission of Advanced Player Academy Any reproduction of our trademarks or logos is subject to this prohibition.

For Damages Liability

In no way shall Advanced Player Academy, its suppliers, or any third parties mentioned on our site or associated with us in any way be liable for any damages whatsoever resulting from the use or inability to use the Advanced Player Academy website whether based on warranty, contract, tort, or any other legal theory, and whether or not Advanced Player Academy advised of the possibility of such damages. Advanced Player Academy contains links to third-party websites. These links are provided solely as a convenience to the User and should not be considered an endorsement by us regarding the third party itself or any of the contents on such third-party websites. Advanced Player Academy is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such sites. If User decides to access linked third-party sites, it is done so at the User's own risk.

Advanced Player Academy assume no liability arising out of or in connection with any aspect of our site or services.

Credit Card Charges (Fraud / Payment Policy Payments / Refund Policy / Guarantee)

Fraud

User warrants that he or she is over 18 years of age, not subject to the Child Online Privacy Act, of legal age to enter into contractual agreements in the state in which the purchase is being made, and is the true and authorized owner of the credit card. Any violations of these requirements may cause the User to be liable for civil or criminal prosecution. User also agrees to pay liquidated damages in an amount of \$50,000 (US) per fraudulent transaction, plus actual damages. User also allows Advanced Player

Academy to use additional information gathered from credit card companies on the User in its efforts to prosecute the User and prove credit card fraud.

Payment Policy

Advanced Player Academy encourages all showcase/camp participants to pay via credit card in a secured fashion through our site or via phone with one of our representatives. Advisory Service and/or Team related payments should be made by check or money order payable to Advanced Player Academy

FOR ADVISORY SERVICES / TEAM REGISTRATION FEES VIA CHECK

You agree to the payment terms and conditions as expressed on the registration page. It is further understood that from time to time, we may modify or nullify existing plans or introduce new options - these changes will not have any impact on the plan in force at the time of your registration. Unless negotiated prior, all advisory fee monies are to be paid in FULL No Later than October of the student-athlete's Senior Year and all Team fees must be paid in full by June 15 of the current Summer year.

You further agree that Monies owed/outstanding are accelerated to the current month if you receive and accept (verbal or written) an offer from any college or by September of the student-athlete's senior year – whichever comes first. For example, if you receive and accept an offer with 2 payments remaining on your obligation, we will expect a payment within 10 business days for the balance.

If on a payment plan, all payments are expected no later than the date noted on the payment terms and summary issued by The Company. A reminder email will be sent to you as a reminder. We do offer a grace period of 5 days from the due date after which time, the payment will be deemed as late. If payment is not made on time, Advanced Player Academy reserves the right to demand both the current month's payment and acceleration of the final month's payment on record. If you fail to make payment by the stated time frames more than one time, Advanced Player Academy reserves the right to demand both the current month's payment and acceleration of the final month's payment on record PLUS a penalty of one month's payment. Failure to meet these demands will result in a complete suspension and/or termination of all services and Advanced Player Academy will seek all remedies for complete payment to Advanced Player Academy plus all fees (including legal) associated with its efforts to collect said monies plus a penalty of 25% of agreed upon full fee. Advanced Player Academy will seek all remedies (including legal proceedings and collection services) to ensure prompt and complete payment.

In no case will Advanced Player Academy be responsible for any of your travel fees associated with playing on a team coordinated or otherwise by Advanced Player Academy, Inc (except as noted and detailed). Costs such as, but not limited to the following are not the responsibility of Advanced Player Academy: airfare, car and car related, lodging, food, equipment, private or group lessons, fitness classes or gym memberships.

FOR APA EVENTS VIA CREDIT CARD PAYMENTS OR CHECK

You agree to the following payment terms and conditions:

1. Payment in full is due upon registering for the event.
2. Participation in said event is secured only upon funds being deposited into our account
 - a. Typically by end of business day when using credit card
 - b. Subject to the terms and conditions for check holds as established by our financial institution

Refund Policy

Advanced Player Academy's refund policy is clearly stated below. In all cases, any refund request MUST be made in writing and emailed to Advancedplayeracademy@gmail.com with the words: REFUND REQUESTED in the subject line. You must also provide a valid reason for requesting such a refund. Advanced Player Academy in its sole discretion may ask for additional supporting documentation before authorizing a refund.

Note: All Moneys will be refunded for any type of service to client, for cancellations due to Covid19 regulations

For our advisory services

The following policies are in place after the initial payment of the fee is received:

1. You may cancel within 5 days for full no questions asked refund
2. If you cancel after 5 days, but before 15 days, payment in order to equal 75% of the agreed upon FULL fee will be owed immediately and our service will be discontinued. Additionally, if an offer by a school is made, or the student-athlete has verbally or through an NLI, or other means accepted any offer, payment in order to equal 100% of the agreed upon FULL fee will be owed immediately. The member will have an obligation to honor said commitment. Failure to honor said commitment will bring about legal proceedings whereby You will reimburse Advanced Player Academy all fees

(including legal) associated with its efforts to collect said monies plus a penalty of 25% of agreed upon full fee.

3. If you cancel after 15 days, no refund will be offered and the complete financial obligation will be expected. Failure to honor said commitment will bring about legal proceedings whereby You will reimburse Advanced Player Academy all fees (including legal) associated with its efforts to collect said monies plus a penalty of 25% of agreed upon full fee.

For our Showcase/Events via CREDIT CARD or CHECK

The following policies are in place after payment of fee is received:

1. Your inclusion of the event is only guaranteed once payment is received.
2. 100% refund if cancelled (in writing) at least 30 days prior to the event.
3. 50% refund if cancelled 20-29 days prior to the event.
4. No refunds/credits can be granted if less than 20 days notice is provided.
5. We will extend a courtesy credit of 50% towards a future event (to be attended within 12 months) if your cancellation is health related (we will require a note from the student-athlete's healthcare representative to that effect). If you do not attend another event within 12 months, the credit will be forfeited.
6. No refunds/credits will be granted due to a cancellation or change in venue or itinerary due to an Act of God, Weather, Field playability, Legal prohibition, or other unforeseen circumstances beyond our control.

For our team registration fees

The following policies are in place after the initial payment of the fee is received:

1. You may cancel within 5 days for full no questions asked refund
2. If you cancel after 5 days, but before 15 days, payment in order to equal 50% of the agreed upon FULL fee will be owed immediately and our service will not be obligated to pay any additional fees. If, however, you participate in at least one team sanctioned event, you will be required to pay the entire FULL fee. The member will have an obligation to honor said commitment. Failure to honor said commitment will bring about legal proceedings whereby You will reimburse Advanced Player Academy all fees (including legal) associated with its efforts to collect said monies plus a penalty of 25% of agreed upon full fee.
3. If you cancel after 15 days or compete/participate in a team event, no refund will be offered and the complete financial obligation will be expected. Failure to honor said commitment will bring about legal proceedings whereby You will reimburse Advanced Player Academy all fees (including legal) associated with its efforts to collect said monies plus a penalty of 25% of agreed upon full fee.

4. No refunds of any kind will be granted or contemplated if any confrontation (perceived, implicit, or explicit) occurs between player (and/or parent or guardian) and a staff member of Advanced Player Academy or the coaching staff utilized by Advanced Player Academy

Promises Made

Advanced Player Academy's promises that all efforts will be made in order for you to receive the best counsel and advice regarding the college recruiting process. We believe our advice will assist in enhancing your opportunities for an offer to play ball in an appropriate college or that through your own independent means, you are on the roster of a college team as a Freshman. With so many factors influencing the offer process, guarantees of such an offer cannot be made. Our promise is to put forth diligent effort, care, and communication that would exceed all reasonable efforts to provide such advice. Additionally, playing time on our teams is discretionary and you will have no recourse in the case of playing time disagreements. Playing time will be determined by the on-field coaching staff in conjunction with the principals of Advanced Player Academy

Please note that Advanced Player Academy makes no other guarantees of any kind, either express or implied.

Advanced Player Academy does not warrant or guarantee the accuracy or claim made by any advertising partner or other information on the site or made by us. Advanced Player Academy, Inc's services are presented "as-is" and the risks are solely the User's. Regarding our camps and/or showcases and events, the schools that have been listed can not be guaranteed due to unknown circumstances that may arise. If a school cancels, all efforts will be made to have another comparable school attend in their place.

Not an Agent

Advanced Player Academy is NOT an agent of the Student-Athlete and as such will not get involved in the actual transaction between the Student-Athlete and college(s). We serve in the capacity of advisor (both from the athletic standpoint and academic). The decision of a school to show an interest and/or make an offer to play ball to our student-athletes is strictly at the school's discretion. Advanced Player Academy will not "sell", "market", or "negotiate" these efforts.

User Authentication Risks

Users of our site must note and agree that there are inherent risks, including viruses and user authentication. As such, all Users release Advanced Player Academy (and our agents and employees) from any and all claims, demands and damages (actual and

consequential and direct and indirect) of every kind and nature arising out of or in any way connected with such disputes. If User is a California resident, User waives California Civil Code Section 1542.

Critical NCAA and NAIA Rules

Users, Players, Families, Coaches, and all others coming into association with Advanced Player Academy are responsible for their own actions. All users are responsible for knowing the NCAA and NAIA's rules, regulations, and laws. All users are responsible for abiding by the said rules, regulations and laws. Advanced Player Academy is not responsible for coaches, athletes, or others using The Company's services who violate NCAA or NAIA rules and regulations. We believe any such violations to be serious in nature regardless of the actual infraction. As such, violators are subject to account termination. Advanced Player Academy has the right to terminate membership of any User who (in The Company's sole discretion) has violated said rules and regulations.

Limitation of Liability

As a consideration for working with and being a member of Advanced Player Academy, User waives all claims and legal rights whatsoever of any nature (legal or otherwise) against Advanced Player Academy concerning the loss, alteration, or misuse of information (whether intentional or not). Additionally, by using our services, User also agrees to indemnify (including attorney's fees) and hold harmless Advanced Player Academy for any and all claims that may arise from the information User may have provided to our company.

Indemnification

User agrees to indemnify and make Advanced Player Academy whole for any damage the User causes to the site. User further agrees to defend, indemnify, and hold harmless Advanced Player Academy, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from

- (i) any User Content or other material User provides to Advanced Player Academy,
- (ii) use of any Advanced Player Academy Content, or
- (iii) User's breach of these Terms.

Information provided by User

Any communication between User and Advanced Player Academy shall become the exclusive property of Advanced Player Academy and may be used for commercial use without additional consideration of any kind. Users understand that any information

provided to Advanced Player Academy may be used at Advanced Player Academy's discretion. User also acknowledges that use of said information requires no further notice.

Email Other Communication

Your comments and opinions are important to us. Please note, however, that unless specifically requested, any creative ideas or suggestions ("Thoughts") you offer or provide become the exclusive property of Advanced Player Academy. These Thoughts and other ideas are not subject to any obligation of confidentiality on our part and we are not liable for any use or disclosure of said information. Advanced Player Academy shall own exclusively all rights to these Thoughts and shall be entitled to unrestricted use of the same for any purpose whatsoever, commercial or otherwise, without compensation to the User or any other person.

Legal Proceedings

User agrees, as part of the required consideration, that any cause of action (even though all rights have been waived by the User) will take place in Rockland County, New York.

Terms Accepted Final Acceptance

User expressly accepts these Terms of Advanced Player Academy By making a purchase on this site, the User acknowledges that they have fully read, understand, and accept the Terms and Privacy Policy of Advanced Player Academy. User warrants that said purchase shall be deemed to be the same as if the User had affixed their signature of approval to these state Terms.