



## **Next Play Productions, LLC - Terms of Use Agreement**

By using the NextPlayProductions.com website (the "Site"), the Next Play Productions Vimeo or YouTube websites (the "Channels") you agree to follow and be bound by these terms of use (the "Terms "). In these Terms, the words "you" and "your" refer to any client or site visitor, while "we", "us" and "our" refers to Next Play Productions, LLC and "Services" refers to all services provided by Next Play Productions, LLC.

You agree that your use of our Site and Channels will not violate any local, national or international law. All information you have provided us, our Site and Channels is completely accurate and truthful. You have not and will not unrightfully access information, yours or information belonging to any other party on our Site or Channels without express written permission. We reserve the right to pursue further action against those found unrightfully accessing information.

By registering as an athlete, you must in fact be a high school age student athlete, or college student athlete pursuing transfer to another higher educational institution as a collegiate athlete. Those registering untruthfully will be held fully liable. We will not be held liable for any such falsifications.

You have not and will not solicit other Site or Channel users and/or members. Soliciting registered is strictly prohibited. Legal action will be taken against any and all persons or companies soliciting registered users our Site or Channels. You have not and will not use any of our material (logos, graphics, art works, text, articles, database, internet coding, etc) without express written consent. Any translated documents provided by us are for your personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer or sell any information or services obtained from us without express written permission.

The Site or Channels are not responsible for the actions of users who do not abide by NCAA, NAIA or NJCAA regulations. We are in no way affiliated with the NCAA, NAIA, NJCAA or any other collegiate organization. All users are responsible for their own actions including knowing and abiding by collegiate organization rules, regulations, and laws. We are not responsible for athletes who violate NCAA, NAIA, NJCAA or any other collegiate organization's specific sport governing body rules and regulations. Violators are subject to account termination. We do not promote any violations of any collegiate organization or specific sport governing body rules or regulations.

We have the right to terminate membership and usage to our Channels for anyone we feel has violated our Terms of Use. All client agree to provide and post only accurate, truthful information in regards to their accounts. We are not responsible for any misrepresentation by an athlete, his or her family, coach or school.

By registering with our Site or Channels, or using our Service as a either parent, athlete, coach or organization you agree to our Terms of Use.

### **Additional Terms of Use for Specific Services – All Above Terms Apply**

**Athlete Image** - You agree that we may use your image for advertising or promotional purposes in both print and electronic formats.

**Athlete Recruitment** - Next Play Productions is a video production company. It is not responsible for a client's recruitment or scholarship attainment.

**Performance and Payment** – You agree that you are responsible for payments on services rendered by Next Play Productions before services begin. You also agree that Next Play Productions is not responsible for player performance or unforeseen circumstances that result in a player's absence from a scheduled video shoot or game. Next Play will not guarantee refunds for these or other personal matters that out of our control.

**Legal Disclaimer** - Your access to and continued use of nextplayproductions.com and Next Play's vimeo.com or youtube.com channels constitutes your acceptance of all provisions contained herein. We reserve the right to amend these terms and conditions at any time and without notice. It is your responsibility to check for all updates. Each client agrees that use of the nextplayproductions.com and Next Play's vimeo.com or youtube.com channels is at his/her sole risk. We do not warrant service on these Sites or Channels be uninterrupted or error free. We do not make any warranty as to results obtained by using our Site or Channels or as to the accuracy, reliability or content of any information, service or merchandise provided additionally by these sites.

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