

## **WEB TERMS AND CONDITIONS**

### **INTRODUCTION**

The Court, LLC (the “Company”) provides certain website features, products and services to you when you visit thecourtbasketball.com or purchase any product or service from the Company (collectively, the "Services"). By purchasing products or using any of the other Services, you agree that you have read, understood and agree to be bound by all of the provisions set forth herein and the terms and conditions on any (online or otherwise) quotation, order acknowledgment, invoice or other form that you receive from the Company, all of which constitute a single agreement between you and the Company (collectively, the "Web Terms and Conditions"). The Web Terms and Conditions constitute the exclusive agreement between you and the Company with respect to the Services and the content accessed through the Services (the "Content").

### **EFFECTIVE DATE AND CHANGES IN TERMS**

The Web Terms and Conditions are effective as of the version date set forth at the end of the Web Terms and Conditions. We reserve the right to change the Web Terms and Conditions at any time by providing notice to you, and your use after any change signifies your acceptance of the changed terms. That notice may be given by making a revision to the Web Terms and Conditions and changing the version date shown below.

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The Company grants you a limited, nonexclusive, non-transferable license to access and use the Services and the Content only in accordance with and for the purposes set forth in the Web Terms and Conditions. You do not have permission to access or use the Services or the Content in any way or for any purpose that involves a violation of the Web Terms and Conditions. The Company retains the right to terminate your limited use license at will, at any time. The Services and the Content are only for your use in deciding whether to purchase products from us and in purchasing products from us. All title, ownership and other rights in and to the Services and Content are owned, or licensed from a third party, by the Company. Unless expressly permitted by us, any downloading, copying, mirroring, archiving, intercepting or redirecting of the Content is prohibited. Redistribution, making a derivative work from and any other commercial exploitation of any of the Content or Services are prohibited.

### **USER CONTENT**

We are pleased to hear from our customers. However, any ideas you disclose to us shall be deemed the property of the Company. We are free to use any such disclosure for any purpose and in any media without compensation, and you warrant that all "moral rights" in any such disclosure have been waived. The Company reserves the right to regulate all content provided by third parties, but we are not responsible for that content.

## **SALES TERMS**

1. **PURCHASES; PRICES; PAYMENT:** Purchases are subject to all terms related to the Services. All programs are subject to change or modification. Unless specifically set forth for the program, Payment is due at the time of purchase/sign up. Visa, MasterCard, Discover and American Express are accepted for orders. Credit card arrangements are subject to change. We reserve the right to correct typographic errors and reject or cancel orders.

## **OTHER PROVISIONS**

1. **NO OTHER REPRESENTATIONS OR WARRANTIES:** WE MAKE NO REPRESENTATION OR WARRANTY THAT PRODUCTS OR SERVICES OFFERED FOR SALE ARE LEGAL, AVAILABLE OR APPROPRIATE FOR YOUR PURPOSES OR FOR USE IN YOUR COUNTRY OR REGION. YOU ARE RESPONSIBLE FOR COMPLIANCE WITH LAWS GOVERNING YOUR USE OF THESE PRODUCTS. THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES. YOU AGREE TO HOLD THE COMPANY HARMLESS FROM, AND YOU COVENANT NOT TO SUE THE COMPANY FOR, ANY CLAIMS BASED ON USE OF THE SERVICES OR THE CONTENT.
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LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES OR CONTENT OR, WITH RESPECT TO A CLAIM RELATING TO ANY ONE OR MORE PRODUCTS PURCHASED FROM US, THE PURCHASE PRICE OF THE PRODUCTS THAT GIVE RISE TO THE CLAIM. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing limitation or exclusion may not apply to you.

3. **YOUR OBLIGATIONS:** You warrant, represent and agree: (1) to comply with all laws; (2) that our sale and shipment of any product ordered by you will not, by export thereof, your legal status or otherwise, cause us to violate any law; and (3) to indemnify us against any damages, losses and costs incurred from a failure by you to comply with any law or the Web Terms and Conditions or from any unlawful use by anyone of any product ordered by you.
4. **PRIVACY POLICY:** Please review our [\*\*Privacy Policy\*\*](#) to understand our practices.
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the Web Terms and Conditions or the Services or the Content. Notwithstanding the foregoing, proceedings to enforce the result of any such adjudication may be brought in any applicable forum.

8. MISCELLANEOUS: Our failure to assert a right or insist upon compliance with any term or condition shall not constitute a waiver of that right or excuse any subsequent noncompliance. If any provision of the Web Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the remaining terms and shall not affect the validity and enforceability of any remaining provisions.