

## TERMS AND CONDITIONS

These terms and conditions will govern all issues that may arise in relation to your access to [www.soccernextgen.org](http://www.soccernextgen.org) referred to as ("Soccer NextGen"), enrollment, registration, products and services, from our online store, or use of blogs, forums, social media platforms and related apps (collectively referred as the Service) being offered on this website or the websites of its partners, subsidiaries, affiliates, licensees, and collaborating service providers (referred as the Partner Websites).

Accessing this website or using the Service, including the forums, social media platforms, mobile apps, and related services being offered on this website or the Partner Websites shall be deemed as your consent to enter a legally binding agreement with Soccer NextGen. Clicking I Agree or related syntaxes on any part of this website or interface of your device shall be equivalent to your physical signature and bind you to these terms and conditions. Please carefully review these terms and conditions before accessing this website or using the Service. If you are not comfortable or have any reservations about these terms and conditions, you may stop accessing this website and discontinue the Service.

When you enter this agreement, it shall be deemed that you are at least 18 years old and otherwise qualified to enter a binding agreement, and if you are not, accessing this website or using the Service under the supervision and guidance of your legal guardians who shall enter this agreement on your behalf. However, minors of less than 13 years of age are not allowed to access the online store or use the Service. Accessing this website or using the Service without entering this agreement shall be deemed as unauthorized access.

This agreement shall be deemed as part of your entire agreement with Soccer Nextgen, including but not limited to the Privacy Policy, Shipping and Returns Policy, End-User Licenses and other agreements that you may consent for using any feature / service being offered on this website or the Partner Websites. Your relationship with Soccer Nextgen will be governed by this entire agreement, but nothing shall shield you from the legal implications of fraud / unauthorized activities on the website/Service.

Soccer NextGen shall be entitled to determine the process, procedures, standards and acceptable use policies for using the Service, and you shall consent to abide by these standards and guidelines. However, the employees, agents, and other representatives should have no authority to change this agreement and their views, opinions and explanations shall never constitute an interpretation of this agreement.

All declarations, notifications and communications related to the Service shall take place in electronic / digital format. Such messages and emails shall be deemed as delivered on the date and time of its confirmed dispatch.

Soccer Nextgen may monitor your activities on the website/service, but should not be obligated to do so, and use its discretionary right to disable, suspend or terminate your account, or prevent you from accessing the Service at any time. Soccer Nextgen reserves a right to modify, suspend, or discontinue the Service at any time. We may remove any information, listing, and content, in whole or parts thereof, without giving any prior notice of such changes.

**Please acknowledge that third party services shall be subject to additional terms and conditions of the respective service providers. Using any third party feature or service shall be deemed as your consent to abide by the terms and conditions and dispute resolution policies of our collaborating partners / service providers who contribute to smoothly run the Service.**

### **Service Description**

The website [www.soccernextgen.org](http://www.soccernextgen.org) is being owned and operated by Soccer NextGen Inc. (referred as "we" "us" or "our"), a company established in the United States of America in the state of Florida.

The company deals in club soccer, player development, private training, organize / host events (champs, Clinics, 3v3, 5v5,7v7,9v9), team registration, coach hiring / employment, local and international team travel and competitive soccer matches / games to expose members to various experiences that may serve them (players) well with future challenges. Our online store offers merchandise (product and Service) through our partner website ([www.armwave.com](http://www.armwave.com)) the official arm wave soccer Arm Sleeve used in all sports. The company provides professional, useful, high demand Arm Wave kiosk services to major brands, events and promoters.

As part of our registration / data submission process, Soccer nextGen may send acknowledgement / confirmation emails to parents, teams, the participating members / customers, reminding them about confirmed enrollment, schedules, purchases, product quantity, applicable price and estimated delivery schedule. Subject to your consent or subscription to the newsletter service, that may keep you informed about special offers, discounts on Camps / events and new product services..

## Registration / Subscription

Access to our website/online store shall be voluntary, but you may be required to register/subscribe/enroll on [www.soccernextGen.org](http://www.soccernextGen.org) to become a Soccer NextGen Club player / participate in our events / purchase product being offered on the website/Service/Programs.

When you register on [www.soccernextgen.org](http://www.soccernextgen.org) or subscribe to any service being offered on this website, you may be required to provide your name, contact number, date of birth, address/shipping address, credit card details and other information related to your personal profile. Your personal information will be used solely for ensuring proper registration/enrollment in our club, ID cards for players and a hassle-free shopping experience / service.

Soccer Nextgen reserves a right to share your personal information with the Partner Websites or third parties, as determined by it. However, all sharing or disclosure of personal information will take place according to our privacy statement, which shall be part of this agreement. Please refer to our Privacy Policy to understand how we protect your personal information on this website.

When you submit your profile information or share any content on forums, social media platforms and other publicly accessible sections on this website/service, it shall be deemed as your warrant that submitted content is true, authentic, accurate, complete, updated and reliable to your knowledge, and you own the copyrights or duly authorized to share such information.

It shall be your responsibility to maintain the confidentiality of your login information. You shall be liable for all activities that might take place under your credentials. If you suspect any kinds of unauthorized access to your account or activity under your credentials, please immediately report the matter to our support executives at [soccernextgen@gmail.com](mailto:soccernextgen@gmail.com). Prompt reporting of such issues can go a long way in minimizing your liabilities from unauthorized access to your account.

Soccer Nextgen reserves a right to verify your credentials (ID / Birth Certificate) before allowing you to participate in our club or events, access/use our Service. If we believe or become aware at any point that you have submitted misleading, incomplete or fraudulent profile information or violated any provisions of this agreement, we may suspend or terminate your registration and prevent you from participating in our club, events or use our services any further unless you comply with this agreement.

Nothing in this website shall grant you any rights to claim compensations on the ground that your access to the website was restricted in any manner or the Service, including the search engines, enrollment/registration button, pdf forms, mobile apps, forums and any social media platforms failed to perform as per your expectations.

### **Trademarks and intellectual property**

All content, including the texts, pictures, graphics, descriptions, page headers, presentations, logos, icons, trademarks, service marks, applications, and associated service names being featured on this website are owned and its collaborating partners, fully protected by the U.S. copyright and trademark laws and related international conventions.

You are entitled to download single copy images, product descriptions and other shared content for personal and non-commercial use, but nothing in this agreement shall grant you any rights to edit, copy, reproduce, transfer or redistribute the accessed / downloaded content for selling, leasing, republishing, creating derivative work or utilizing it in any manner or media without obtaining a prior consent from Soccer NextGen. You are not allowed to alter the sequences of any presentation, description, pictures, or illustrations in the accessed / downloaded content, or to remove the copyrights, trademarks and relevant proprietary rights notice from such content.

You should always respect the proprietary rights, including the copyrights and trade/service marks of the participating service providers.

### **Prohibited Activities**

You may use the website/service for lawful purposes only. Violating any local, state or federal laws, or infringing other's rights on this website/service shall be strictly prohibited.

This website and its services are intended for U.S. residents and users internationally. If you are located outside the United States, we may still accept your orders, but it shall be your responsibility to ensure that the Service is available in your country/region and you are not likely to violate any local, state or federal laws by using the Service in your home country.

The following activities shall be strictly prohibited on the website/service:

- Infringing third party rights, including their intellectual property and copyrights.
- Modification, redistribution or retransmission of the content in any form or manner.
- Commercial exploitation of the website/service in any form or manner.
- Compromising the safety/security feature on the website/service, or testing, disrupting, or abusing any feature, service, application, system tool, network, server, record and user data which can be accessed through this website or linked websites.
- Impersonating someone on the website, stalking other users or tricking them to follow any malicious links.
- Spreading viruses, malicious codes, and illegal / prohibited content, or promoting any kinds of misleading, unreliable, fabricated or unruly data or information.
- Exploiting our brand name, patented products, signs, logos, information, and other descriptions through any technology or media unless duly authorized by Soccer NextGen.
- Creating deceptive accounts or using the Service with a fabricated identity.
- Posting or sharing any content that is incorrect, erroneous, defamatory, offensive, obscene, vulgar, disturbing, sexually explicit, profane, menacing, and obtrusive of others right to privacy or publicity or violates any rules, regulations, and applicable laws.

Any violation of this section shall amount to a criminal offense under the relevant laws related to cybercrime. Soccer NextGen reserves a right to take sufficient proactive measures and may disclose any information, content, recorded messages or communications to relevant authorities / third parties at its sole discretion.

### **User Generated Content**

Soccer NextGen may allow the users to post their views, reviews, comments, feedbacks, suggestions, and recommendations (User Generated Content) on its blogs, forums, social media platforms, and other accessible sections of this website. Please acknowledge that user generated content may be unreliable, inaccurate, indecent, offensive, or inappropriate from your perspective.

We shall not be liable for any claims or consequences that may arise due to derogatory, inappropriate, inaccurate, unreliable, indecent, and offensive content or any violations of third party rights by such content. Soccer NextGen may refuse, edit, modify or completely remove such content from the website at its sole discretion. No claims or

compensations shall arise on the grounds that your content was denied or removed from the website.

You should never post or share any kinds of unlawful, offensive, threatening, pornographic, indecent, misleading, or otherwise libelous content. When you post anything or share anything, it shall be deemed that you own such content and the information is authentic / reliable to the best of your knowledge. You shall be liable for the accuracy and reliability of anything you post or share on our public platforms. Soccer Nextgen reserves a right to ask for conclusive proof that you own the content or are duly authorized to publish/share any copyrighted content. We may block your access to the website/service and even terminate your account for any violations of this section.

You may access or download a user generated content for personal and non-commercial use, but nothing on this website shall give you any rights of retransmission, redistribution, reproduction, publication, broadcast, distribution, transmission, or circulation of any published/shared content through any means or any manner. You are strictly prohibited from displaying, reproducing or sharing the User Generated Content on forums, newsgroups, electronic bulletin boards, mailing lists, or Internet Relay Chats being operated, supported or sponsored by third party service providers.

### **Purchase and Payment**

All orders shall be subject to availability and stock.

As part of our services and sales process, we reserve a right to send confirmation emails / messages to the users and service providers, giving the details of the ordered quantity, applicable price and estimated delivery date.

Only listed payment instruments shall be accepted for purchasing any product or service being offered on the website. Soccer Nextgen reserves a right to include any payment instrument or collaborate with any payment processor in its sole discretion.

When you purchase any merchandise / arm sleeve, soccer shoes, shorts, jerseys, accessories, service or other products being offered on the online store, it shall be deemed that you have given your consent to use third party services that are being provided under their own terms and conditions.

Please carefully review the terms and conditions for using third party payment instruments like PayPal and other service providers who contribute to smoothly run the Service and shall be for all your issues related to their service.

## **Cancellation**

If you want to cancel your registration / enrollment and receive a full refund, you need to do so by contacting [soccernextgen@gmail.com](mailto:soccernextgen@gmail.com) Thirty days before events and tournaments starting date and before jersey / gears are purchased. In such cases, you shall receive a refund, but if cancellation is done anytime after the grace period, Soccer NextGen shall be entitled to deduct a 35% fee for such cancellations and 50% jersey/gears cost.

If you order a product (Not Customize) or service and you have changed your mind due to any reasons, you may cancel a confirmed order before its delivery takes place. No refunds shall be applicable for already delivered products unless it meets certain eligibility conditions that have been mentioned in our Shipping and Return Policy.

Some Services, customized products, particularly the personalized printed promotional products or services offered may be non-refundable. Please carefully review the product and service description before placing your order.

You should acknowledge that Soccer NextGen will not be liable for any cancellation of a confirmed order due to a force majeure event or otherwise, and no compensation for losses, including the loss of time or resources shall be payable for such cancellations.

If you feel any problem or contemplating on cancelling, before confirming, please write to our support executives at [Soccernextgen@gmail.com](mailto:Soccernextgen@gmail.com).

## **Termination**

The parties to this agreement shall be entitled to terminate this agreement by giving a written notice to the other party regarding any material breach by the other party. The termination shall be immediate for all kinds of incurable breach, but in other cases the breaching party shall be allowed to correct the breach within 10 days of the written notice, failing which the agreement shall be terminated.

Soccer Nextgen reserves a right to suspend/terminate this agreement if it believes or becomes aware that:

- You have violated any provisions of this agreement.
- You have failed or unable to discharge your financial obligations under this agreement.
- The Service is not practical or feasible due to any legal, regulatory, or technical limitations.
- Your use of the Service may result in any kind of legal implication for you, or other subscribers, and/or harm its business interests.
- Inappropriate behavior

Soccer Nextgen may terminate any feature / service and cancel related orders if the suppliers stop making the required products, or providing such features and services are not viable for its business.

When your account is suspended / terminated due to any reasons, no claims for a refund or damages shall be entertained on the ground that Soccer Nextgen failed to notify you regarding such suspension/terminations.

### **Indemnification**

You shall indemnify Soccer NextGen and hold its partners, subsidiaries, affiliates, licensees, service providers, officers and employees harmless, waiving them from all claims and expenses, including the administrative and legal expenses that may arise from:

- Your violation of this agreement.
- Your violation of third party rights, including their copyrights, trademarks, and other proprietary rights.
- Use of any content, including but not limited to views, reviews, suggestions, advice, or recommendations in relation to the Service being offered on this website or the Partner Websites.
- Unauthorized access to your account, personal identity or information related to the Service.

### **Warranties and Representations**

Soccer NextGen reserves a right to offer special discounts and deals for its business promotion. Subject to the Shipping and Return policy and other relevant provisions of this agreement.

Without any prejudice to the foregoing, all the warranties and representations mentioned in this section shall be governed by the process and procedures for using the Service.

### **Disclaimers and limitation of liabilities**

Subject to your rights, Soccer NextGen disclaims all warranties and representations to the maximum extent permissible under the laws. Nothing on this website shall create any kinds of express or implied warranty or representation that has not been specifically mentioned in this agreement. You shall bear all the risks that may be involved in using the Service being offered on this website. You should acknowledge and consent that:

- You will use the Service at your own risk.
- Listing of services, products, accessories, and related promotional offers are being offered as it is. The Service, including the views, reviews, suggestions, and advice or recommendations shall be meant for information purpose only. The images of jerseys, players/members and accessories may slightly differ from the actual product. We shall not be liable for your reliance on such information.
- Nothing on this website shall be taken as any kinds of guarantee or representation regarding the reliability, availability, suitability, merchantability, authenticity, quality, durability, or other aspects of fashion and style or authenticity of related information being featured / advertised on the website.
- Nothing on this website or the Partner Websites shall be taken as any kinds of guarantee or representation that the Service will be absolutely safe and free from viruses, malicious codes, interruptions, and other errors and omissions, and all such errors and interruptions will be promptly restored.
- Nothing on this website shall create any kinds of guarantee or representation that other users or service providers will behave in a responsible manner. We will take every precaution to ensure a pleasant shopping experience on the Service, but disclaim all liabilities that may arise from the acts and omissions of other users / service providers.

Soccer NextGen shall not be liable for any injury, direct, indirect, minor, major, exemplary or special damages, including but not limited to financial loss, low profits, loss of equipment, jersey, gears, goodwill, data, credibility or other intangible losses that may arise due to your ability or inability to use the Service and related information or

resources being offered on this website or the Partner Websites, irrespective of the fact that such inabilities arise from any negligence of duty, breach of contract, tort, statutory responsibilities on parts of Soccer NextGen and its service providers or otherwise.

The limitation of liabilities will apply to the extent any such exclusion of liabilities is permitted in your jurisdiction, but in case we are liable, our total liabilities, including the liabilities from non-performance, breach of contract, tort, negligence of any statutory duty, misrepresentation, restitution or otherwise, shall never extend beyond the total amount that you paid for purchasing any product or service from the online store, or the maximum amount that may be required for getting a replacement of the product or service.

Nothing in this website or the Partner Websites shall give you any rights to claim compensations on the ground that your access to the online store was denied or the Service, including the search engines, mobile apps, blogs, forums and social media platforms failed to perform as per your expectations.

### **Dispute Resolution**

The contracting parties to this agreement shall consent to resolve all their disputes through mutual negotiations. Soccer Nextgen shall maintain a support ticketing system so that customers can register their complaints regarding the quality or other aspects of service delivery.

The aggrieved party shall notify the other party about the claims within one month from the date of its occurrence, failing which the aggrieved party shall lose its right to resolve the issue through mutual negotiation / arbitration.

If the parties fail to resolve their issues related to the website/service, the aggrieved party shall be entitled to move a court with competent jurisdiction.

### **Third Party Links**

This website may include links / ads to third party websites that provide useful information about Arm Wave Arm Sleeves, sports accessories and other Sports clubs. Our terms and policies will not apply to third party websites and we have no control over the products, services, content or opinions expressed in such websites. You shall be solely responsible for your business relationship with the third party service providers, whose products and services may be featured / published on this website.

Publishing links and ads to third party websites doesn't mean that we are endorsing or recommending their views, reviews, information, product or services. Soccer NextGen will not be liable for any loss, damages, claims or consequences that may arise in relation to your relationship with the third party businesses or service providers.

## **Privacy Policy**

Your privacy on this website/service is very important to us. We shall maintain a Privacy Policy as part of this agreement.

However, our Privacy policy will not apply to third party websites or anything that you share on public forums and social media platforms. Soccer Nextgen reserves a right to use your shared profile, views, reviews, feedback or other information for promoting its business.

## **Applicable law**

These terms and conditions shall be interpreted/governed according to the laws of the United States. The parties to this agreement shall consent to submit before the exclusive jurisdiction of the U.S. courts.

## **Miscellaneous**

If any provision of this agreement becomes redundant or declared void by the courts with competent jurisdiction, the impugned section or clause shall be replaced by new provisions in the true spirit of this agreement, but the other provisions shall remain unaffected and continue with full legal sanctity.

Your rights and obligations under this agreement shall remain non-transferable. You should not be allowed to assign, lease, sub-license, change or otherwise transfer your rights and obligations to third parties, in whole or parts thereof. However, Soccer Nextgen may assign its rights and obligations to third party entities in its sole discretion.

If Soccer NextGen is unable to enforce a strict compliance with this agreement or decides to waive certain rights in light of specific circumstances, it shall never be deemed as a waiver of any provisions of this agreement or its rights to demand strict compliance against subsequent violations.

The heading and paragraphs of this agreement shall be used for convenience only, and should not be used for interpreting any provisions or deemed as part of this agreement.

The contracting parties shall remain independent entities and nothing in this agreement shall empower any party to assume or create any obligation, or enter a binding agreement on behalf of the other party. Nothing on this website shall create any kind of partnership, joint venture, franchise, agent-principal, or employer-employee relationship between the contracting parties.

### **Changes to this Agreement**

Soccer Nextgen reserves a right to edit, modify or replace this agreement at any time and in its sole discretion. When any changes in this agreement occur, we will display the date of last modification on this page and take appropriate measures to notify you about the policy modifications. However, it shall be your responsibility to regularly visit this page and keep yourself informed about the policy changes that may take place over time. Once notified, the modified agreement will replace and supersede all previous versions of this agreement. Continued use of the website / Service shall be deemed as your consent to accept the modified agreement. If you don't agree with the modified terms and conditions, you may discontinue the Service at any time.

### **Contact us**

If you have any reservation or want a clarification regarding any clause/section of this agreement, you may reach us at [Soccernextgen@gmail.com](mailto:Soccernextgen@gmail.com).