

TERMS AND CONDITIONS - KGS BASEBALL DEVELOPMENT LLC

This website is owned and operated by KGS Baseball Development LLC. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors baseball training and training goods. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 13 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services/for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

For any undamaged product, simply return it with its included packaging along with the original order confirmation within 10 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note the following: (i) Products can be returned only in the country in which they were originally purchased; and (ii) digital goods/services offered by KGS Baseball Development LLC are refunded at our discretion.

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the

services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

When we receive a valid claim for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within 30 days, the customer will be entitled to a full refund upon the prompt return of the product to us. We will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to us.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of KGS Baseball Development LLC. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You agree to indemnify and hold KGS Baseball Development LLC harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services/products offered on the website.

To the maximum extent permitted by applicable law, in no event shall KGS Baseball Development LLC, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, KGS Baseball Development LLC assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our services/products; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Texas, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Smithville, Texas. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.