

Legal/Privacy Policy

Thank you for visiting our Routine Baseball website. This document is a contract between Routine Baseball, LLC and the user. The Website is owned by the Company and its affiliates. Your use and access of the Website is governed by and subject to the following Agreement. If you do not agree with the below information, or if you do not agree with the Company's Privacy Policy, please do not use the Website.

BY LOGGING ONTO, INTERFACING WITH, SUBMITTING INFORMATION TO, PURCHASING GOODS THROUGH OR OTHERWISE ACCESSING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE BELOW TERMS, THEN DO NOT USE THE WEBSITE.

1. Permissible Uses: You agree to use our Website only for legal purposes and that You will not post or transmit to this Website any illegal, false or misleading, obscene, pornographic, profane, defamatory, libelous, threatening or otherwise inappropriate or objectionable information.

2. Links to Social Media and Third-Party Websites: Any link or feature that We place on the Website is done for You at your convenience and We do not endorse any of these websites or their contents. We do not approve, warrant, certify or sponsor the linked site unless specifically stated.

3. Intellectual Property Ownership: All of the trademarks, images, copy-written material, videos, writings and other intellectual property displayed on the Website are the property of the Company. You may access the Website for your individual noncommercial use only. However, You promise not to copy, reuse, post or otherwise appropriate the Intellectual Property without the express written consent of the Company. Any unauthorized use of the content of the Website may subject you to civil or criminal penalties.

4. Returns or Exchanges: By placing an order thru our site, you agree that you have read and are giving your consent to our return and exchange policy.

5. Accuracy of Website: We shall use commercially reasonable efforts to maintain the accuracy and integrity of the Website. However, the Company in no way warrants the accuracy of the information displayed on the Website. If You find any material on the site that You believe to be inaccurate, We encourage You to bring it to Our attention by contacting us by info@routinebaseball.com.

6. Information You Submit to the Website: You agree not to post or transmit any inaccurate information or other material that contains any viruses or harmful components. You agree that, by using the Website, all information you submit is accurate. We retain the right to deny access to anyone who We believe has violated these terms or any other terms of this Agreement.

7. Confidentiality of Information Communicated to Us: Any material or information transmitted by You to the Website IS NOT confidential. Any ideas, concepts, or other materials

transmitted by you to Us may be used by the Company in any manner, including reproduction, transmission, publication or broadcast without compensation.

8. Privacy Policy: You agree to the terms and conditions of the Company's Privacy Policy.

9. Disclaimer of Warranties and Liability and Indemnification: Please read this disclaimer carefully before using the Website:

YOU AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THERE MAY BE DELAYS, OMISSIONS, INACCURACIES OR OTHER PROBLEMS WITH USING THE WEBSITE. THE WEBSITE IS PROVIDED TO YOU "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ITS AFFILIATES, AGENTS, ASSIGNEES OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES. THIS PROVISION INCLUDES, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. BY USING THE WEBSITE, YOU HEREBY RELEASE US, OUR AFFILIATES, AGENTS, ASSIGNEES OR LICENSORS FROM ANY LIABILITY ARISING OUT OF ANY OF THE WEBSITE. FURTHER, YOU AGREE TO INDEMNIFY US FROM ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE WEBSITE DUE TO YOUR CONDUCT.

10. Modification/Termination: This Agreement is effective until modified or terminated by Routine Baseball, LLC. You agree that this Agreement may be modified at any time and may be done so without notice. We, in our sole discretion may, at any time, modify or discontinue your access to the Website with or without notice.

11. Indemnification: You agree to indemnify and hold harmless the Company, its parents, affiliates, licensees, assignees and their respective directors, officers, employees and agents from and against all liabilities, claims damages and expenses, including attorneys' fees, arising out of Your use of the Website, or your violation or alleged violation of the terms of this Agreement.

12. Choice of Law and Venue: You agree that, regardless of where you may reside, this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any principles of conflicts of law and venue shall be in Brown County, Wisconsin.

13. Binding Arbitration: You agree that any dispute arising under this Agreement shall be submitted to binding arbitration, pursuant to the terms of the American Arbitration Association, in Brown County, Wisconsin. The party asserting the claim shall solely bear the expense of the cost of arbitration.

14. Partial Invalidity and Enforceability: If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable