

## Terms and Conditions

### A. About Us:

Welcome to Next Level Video and [www.NLVproductions.com](http://www.NLVproductions.com) (our "Website"). Next Level Video ("NLV", "us", "we", or "our") is the owner and operator of the Website. We are a Pennsylvania limited liability company with headquarters at 1020 Spring Mill Ave, Suite 102, Conshohocken, PA 19428.

Our mission is to provide high quality video footage of athletic events to participating athletes and teams, and to create edited highlight reels for individual athletes. We do this through the services offered on our Website and by the services otherwise offered by us (together with our Website, our "Services").

By accessing or using our Services, including viewing or using any feature available through our Website, or purchasing footage from us, you ("User", "Users", "you", or "your"), expressly agree to be bound to and to abide by these Terms of Use ("Terms"), our Privacy Policy (which also governs your use of the Website and the Services and informs you of our data collection, use and disclosure practices), and any other policy we may develop from time to time (collectively, "Policies"), which creates a legal and enforceable agreement. If you do not agree to be bound to or to abide by these Terms of Use and our other Policies, do not browse or use our Website or utilize any of our Services.

### B. Our Terms of Use:

1. **Duration of License to Access Website.** Your use of and access to our Website and the Content hereon constitutes a personal, non-transferable, non-assignable, royalty free, revocable, limited and temporary license ("License") to use our Website subject to these Terms. Your limited License to use our Website is ongoing and continues until you cease using our Website, as determined by us in our sole discretion, or until your License or ability to use our Website is terminated or restricted by us in our sole discretion.
2. **Use Restrictions on Video Footage.** Your purchase of video footage constitutes a personal, non-transferable, non-assignable, royalty-free, revocable, limited and temporary license ("License") to use our footage subject to these Terms. The scope of your License is determined by the type of video purchase you make.

#### a) Single User License

For all video footage purchases that are not Team Game Film Packages, NLV grants You a Single User License. Your Single User License is a nontransferable, nonexclusive license to use the video footage. Purchasers shall be able to view entire games streaming online and will have access to download up to twenty 45-second clips from each game purchased with a total duration of clips combined not to exceed 10 minutes. Downloaded clips are completely editable. The ability to download full game file at once is disabled on packages with a Single User License and will only be available in Multi User Licensed products. You are allowed to use footage for your personal, non-commercial internal use only. The right to utilize this footage constitutes a license, not a transfer of title, and you may not permit any party to utilize this film for commercial purpose or public display, sale, or rental. You may not share this footage with any other athlete on You or Your child's team, or use it to create a highlight reel or promotional footage for any athlete other than You, or Your child if the purchaser is a parent, guardian, relative or friend. You are entirely responsible for all content that you upload, post, or otherwise transmit whether personally or through a third party source such as a business website pertaining to a specific team. Making the footage publicly available and downloadable on any video network including but not limited to mass distribution sites such as Youtube, Vimeo, Hudl, NCSA, Dropbox, Hightail, Google Drive, Sports Recruits and any other platform of similar nature constitutes an unauthorized sharing and violates the term of this Single User License. No footage may be utilized by a third party company for editing or reuse as a highlight reel without the express written consent of NLV. Nothing herein restricts You from personally creating a highlight reel for your personal use, or from providing your highlight reel to any party who may be interested in viewing it, including but not limited to college coaches as part of the college recruiting process. You may can load to the aforementioned sites if you are using the content to aid your athlete in their highlight recruiting process. The footage may not be loaded to any of the aforementioned websites if making it publicly available and distributable to parties that have not purchased proper licenses. This agreement will become effective upon purchasing film either on our website, by electronic invoice, in person at an event, or by completing an order over the phone with our internal staff. Our video footage is the copyrighted property of NLV. NLV reserves all rights available to us under state and federal law to enforce the aforementioned terms of Single User Licenses.

#### b) Multi-User License

For purchasers of Team Packages, NLV grants you a Multi-User License. The Multi-User License is subject to the exact same terms as the Single-User License, with the exception that the footage may be shared and used by every member athlete of the purchasing team. Team Packages shall be the only package with a Multi-User License and shall be the only orders with access and ability to download the full game files.

#### 3. Assumption of Risk.

Users assume all risk when using our Services. You agree to take all necessary precautions.

4. Limitation of Liability.

- (a) In no event will we be liable for any direct, indirect, punitive, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use our Services. UNDER NO CIRCUMSTANCES WILL OUR AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THESE TERMS OR THE USE OF THE SERVICES, EXCEED FIVE-HUNDRED DOLLARS (\$500.00). You agree that without these limitations on our liability we would not be able to provide the Services to you and that these limitations shall apply even if it would cause your remedies under these terms to fail of their essential purpose.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, PUNITIVE, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER USERS OF OUR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE PROFILES UNDER FALSE PRETENSES OR WHO ATTEMPT TO, OR DO, DEFRAUD OR HARM YOU.
- (c) In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on our Services is for informational purposes only and is not intended to replace or substitute for any financial, medical, legal, tax or other professional advice. We make no representations or warranties, and expressly disclaim any and all liability, concerning any treatment, action by, or effect on any person following the information offered or provided within or through our Services. If you have specific concerns or a situation arises in which you require any such professional advice, you should consult with an appropriately trained and qualified professional.

5. Indemnification.

By agreeing to these Terms, Users of the Services agree to indemnify, defend and hold harmless NLV and our officers, directors, shareholders, employees, managers, subsidiaries, other affiliates, successors, assignees, agents, advisors, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners and resellers ("Affiliates") from and against any and all claims, losses, expenses and demands of liability, including reasonable attorneys' fees and costs incurred by us and our Affiliates in connection

with any claim by a third party (including any intellectual property claim) arising, directly or indirectly, out of or otherwise relating to (i) materials and Content you Post through our Services, (ii) your use of the Services and (iii) your violation of these Terms, our Policies or any applicable law. Users further agree that they will cooperate as reasonably required in the defense of such claims. We and our Affiliates reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and Users shall not, in any event, settle any claim or matter without our written consent. Users further agree to hold us and our Affiliates harmless from any claim arising from a third party's use of information, Content, or materials of any kind that Users Post to our Services.

6. Choice of Law.

These Terms, our Privacy Policy, and any other Policies are governed by the laws of the Commonwealth of Pennsylvania and of the United States of America, and without regard to conflicts of law principles.

7. Severability.

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

8. Compliance.

You represent and warrant that you shall comply with all applicable laws, statutes, ordinances, and regulations regarding use of our Website and Services.

9. Entire Agreement; Modification.

These Terms together with our Policies any other document referenced herein, constitute the entire understanding between NLV and you with respect to the subject matter hereof. You agree that we may amend, modify, or alter these Terms or our Policies at any time in our sole discretion and that the publishing of the most recent Terms or Policies on our Website, together with your continued use of our Services after such publication shall constitute your acceptance of any such subsequent Terms or Policies.

10. Feedback.

Please send your comments, concerns, or questions to [info@nlvproductions.com](mailto:info@nlvproductions.com). While we encourage you to provide feedback, comments and questions, it is possible that we may not be able to respond to all feedback we receive.

## 11. Electronic Communication.

Visiting [www.nlvproductions.com](http://www.nlvproductions.com), creating an account on [www.nlvproductions.com](http://www.nlvproductions.com) or sending emails to [info@nlvproductions.com](mailto:info@nlvproductions.com) constitutes electronic communications. You consent to receive electronic communications and you agree that all notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing. By transacting by phone with a Company representative, you hereby agree they may create an account on your behalf accepting the receipt of such communications.

### C. NLV Refund Policy:

#### **1.General Refund Policy**

Next Level Video event video orders are refundable for any reason up to seven days prior to the start of the event. Refund requests received within seven days of the start of an event will receive credit towards future Next Level Video event footage. All refund requests must be submitted in writing to [info@nlvproductions.com](mailto:info@nlvproductions.com). Within 7 days of the start of an event no refunds shall be given for any circumstance and a credit shall be issued for a future event. Except as set forth below, no refunds or credits shall be issued for any reason after the event has started.

#### **2. Quality Concern Refund Policy**

Any concerns raised around quality of film must be submitted in writing to Next Level Video. The specific match or matches must be referenced, and a minimum on two exact time stamps from each submitted match of the concern shall be provided for Next Level Video staff to review specific instances. NLV staff will not “just watch and see for themselves”. Reviewing footage differs in opinion person to person. The consumer must be clear about what the nature of their concern is and provide notations for review by Company staff. Reviewing for film quality is subjective and shall be dealt with on a case-by-case basis and determination shall be in sole discretion of Next Level Video. Under no circumstances shall any match be eligible for a refund or credit in any capacity if a.) 30 days has passed since the conclusion of the event, b.) 30 days has passed since the date of delivery of the game footage to the consumer, or c.) if the file has been downloaded in full, in snippets, or clips generated. Quality concerns from a match must be submitted within 72 hours of the first viewing of a delivered game file. All downloads and viewings will be confirmed via back end system logs of user interaction. Jersey numbers not being visible in the footage is not deemed a quality concern as NLV does not have any control over the size, location, or contract of numbers applied to a team’s uniform. In addition, footage notated as being “too zoomed out” will not be deemed as a quality concern. As the delivered product is a raw unedited product, footage may be digitally zoomed in and increased during

digital editing process by the end user. The main purpose of these recordings is for the use in creation of athletic recruiting reels. As such, wider angled filming is required to see player formations. If the recording clearly shows player formations from a “coaching X’s and O’s perspective”, in accordance with the sport recorder, to see the full scope, development, and execution of the play, no refund shall be provided. It is recommended that an isolation effect or graphic be added during the editing process when creating the highlight reel to identify the specific athlete.

### **3. Missed Footage**

**Human Filmed Matches:** Plays missed by human error during recording will be judged on a case-by-case basis and exact misses must be provided, as noted in above Section 2 of the Refund Policy. If the “majority of the match” is consistently missed or filmed poorly and unable to be cured, in NLV’s full discretion, a proportionate refund or credit in line with the degree of performance by the camera will be applied to the order.

**Matches Filmed by Artificial Intelligence:** Any matches recorded using artificial intelligence where the concern raised is failure to track game play, to be assessed in NLV’s sole discretion, shall not be eligible for a refund if there is a panoramic backup of the match game film that is provided to the customer. If the game play is captured in the panorama and can be manually edited out on the user end, the gameplay is considered captured and delivered and ineligible for a refund or credit. If a panoramic backup is not available, refunds or credits are at full discretion of NLV.

### **4. Weather Related Instances**

If gameplay at an event is cancelled due to weather, Next Level Video will issue credits to customers making advance purchases for matches that were not started, upon request in writing, within 7 days of the conclusion of the event. No refunds or credits shall be issued for matches that are shortened as NLV has no control over the length of the matches. Once a match commences, no matter the duration, it is considered to have been played in full.

Tournaments and events are recording with limited infrastructure and exposure to the elements. NLV will take precautions to safeguard the recordings from weather but incidentals will occur such as rain on the lens or other occurrences of similar nature. No refunds or credits will be issued for such occurrences if the gameplay is still able to be followed by a viewer as determined by NLV in its sole discretion. Any concerns around this must be submitted in writing within 7 days of delivery of game film and must be accompanied by specific referencing time stamps.

## **5.Live Stream Cutouts**

No refunds shall be issued for quality, connection, cutouts, failure to secure a signal, or any other instance of similar nature on live streams for any reason, so long as the match was captured locally to a camera and can be delivered post-event within 14 days from the conclusion of the event.

## **6.Medical Credits**

If illness or injury prevents a player who has made an advance video purchase from participating in the event, Next Level Video will issue a credit towards a future Next Level Video filmed event. Players seeking medical credits must submit a written credit request to [info@nlvproductions.com](mailto:info@nlvproductions.com) within seven days of the conclusion of the event, accompanied by a physician's verification of the injury or illness.

### **D. Highlight Reels:**

#### **1. Premier Highlight Reels**

All premier highlight reels will be edited solely from footage owned or legally licensed by the purchaser. By agreeing to these terms of agreement, you certify that you have permission and rights to use any footage you submit to Next Level Video. Footage shot by Next Level Video is NOT included with the purchase of a highlight reel. If you would like to use footage shot by Next Level Video, it must first be purchased by the customer, through either a single user license or part of a multi user license. Any footage physically mailed to Next Level Video shall be deemed NON-RETURNABLE.

The purchaser shall be responsible for watching their own footage and submitting a time index to Next Level Video noting the times of each highlight play to be used in the highlight reel. The Next Level Video editing staff will not watch through and choose which plays to use for you. However, for an additional charge, the purchaser may request a member of the Next Level Video editing staff to review game footage and select the plays to be highlighted. The purchaser may select that option at checkout. Next Level Video's finished highlight reel shall not exceed a total of twenty plays. If more than twenty plays are submitted, Next Level Video editing staff will use only the first twenty listed.

After Next Level Video provides the purchaser with the finished highlight reel, the purchaser shall be allowed one complimentary round of requested re-arrangements. NLV stresses that only re-arrangements shall be applied and not revisions. Re-arrangements are defined as the changing of the order in which the originally submitted plays appear in the video. Revisions are defined as changing graphics, adding of elements such as text, slow motion,

additional plays, or any other requests of similar nature which changes the scope of work and are not defined as rearrangements. Rearrangement requests must be made within 7 days of receipt of the highlight video. If no revision requests are received within that time frame the reel will be considered complete. Any requests that come in outside of that time frame shall be subject to additional editing fees. Additional complimentary revisions shall only be made if an error was made by the Next Level Video editing staff. Additional requested revisions beyond the complimentary round shall require additional charges. Revisions are defined as: swapping in plays for plays that were discarded, a re-arrangement of plays used, music changes, text informational changes, or slates. Errors by Next Level Video editing staff include: misspellings, inaccurate information, highlighting of the wrong player, or highlighting the wrong play.

All finished highlight reels will be posted Vimeo, YouTube, or a similar video hosting platform and embedded on custom profile pages hosted on Next Level Video's website. Upon purchaser's approval of the final product, Next Level Video will provide a link to download a digital download of the highlight reel master file on the customers dashboard. Next Level Video will not send out hard copies of the highlight reel master file. NLV owns full rights to the completed highlight reel and may use, post, advertise, and use the completed highlight reel without limitation indefinitely.

The purchaser may contact Next Level Video to update a previously completed Next Level Video highlight reel for an additional fee. Update charges shall be calculated based on the amount of new footage to be included. Services involved in updating a highlight reel include: changing slate information & graphics, adding new plays, removing old ones, play rearrangement, and music adjustment.

The purchaser may choose to remove all audio or apply a music track to the highlight reel. If adding music is chosen, Next Level Video shall choose and add a track from their royalty free music library. Copyrighted music shall not be applied.

All highlight reels shall feature custom freeze frames and motion tracking graphics on every play unless previously discussed with Next Level Video. In some circumstances, both locators will not be used on a specific play if the Next Level Video editor deems they are intrusive and take away from the action during the play in the video.

The purchaser, via an online form on Next Level Video's website, shall provide Next Level Video the information to go on the intro title card. Typically that information includes: name, email address, school, graduation year & position. Once Next Level Video has created the title card, revisions shall be made only if there was an error made by Next Level Video's editing staff. Special requests, regarding intro slates must be submitted in writing to Next Level Video prior to the commencement of production of the intro slate. The purchaser shall be permitted to provide Next Level Video an action still photo to be incorporated in the highlight reel's intro/outro title card, If the purchaser does not provide a photo Next Level Video shall make a

generic intro/outro title card comprised of text. If a photo is submitted after the generic slate has been created, additional fees will apply to add in the photo.

A highlight reel order expires six months from date of purchase. The Customer shall be responsible for submitting the necessary indexed information within a six month period or they will forfeit their credit for an edited reel, access to submit one for editing will be removed from their account, and additional charges may be applied by Next Level Video to edit the video. Turnaround time on the production of a highlight reel is determined by the speed in which the purchaser submits the necessary information. Once all information necessary to start production has been submitted, Next level Video shall provide the purchaser with an estimated turnaround timeframe.

By ordering and submitting a Premier Highlight Reel for creation, the user grants permission to Next Level Video and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images created and/or submitted of the athlete, purchaser, or members of family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or medium. The user hereby release Next Level Video and its representatives for all claims and liability relating to said images or video. Furthermore, permission is granted to use the highlight reel with or without my name, for any purpose publicly or privately, including advertising and publicity without restriction. The right to any compensation is waived.

Refunds or credits shall only be issued on a case-by-case basis in the sole discretion of NLV should the purchaser be eligible for a film refund or credit as well as outlined in Section C NLV Refund Policy.

## 2. Standard Highlight Reels

All standard highlight reels will be edited solely from footage owned or legally licensed by the purchaser. By agreeing to these terms of agreement, you certify that you have permission and rights to use any footage you submit to Next Level Video. Footage shot by Next Level Video is NOT included with the purchase of a highlight reel. If you would like to use footage shot by Next Level Video, it must first be purchased by the customer, through either a single user license or part of a multi user license. Any footage physically mailed to Next Level Video shall be deemed NON-RETURNABLE.

The purchaser shall be responsible for watching their own footage and submitting a time index to Next Level Video noting the times of each highlight play to be used in the highlight reel and the plays shall appear in the order which they are listed on the initial submission form. The Next Level Video editing staff will not watch through and choose which plays to use for you.

However, for an additional charge, the purchaser may request a member of the Next Level Video editing staff to review game footage and select the plays to be highlighted. The purchaser may select that option at checkout. A maximum of 15 plays may be submitted. The plays listed on the purchaser's time index form will appear in that order in the finished video.

After Next Level Video provides the purchaser with the finished highlight reel, any revision requests will be subject to additional editing fees. Complimentary revisions shall only be made if an error was made by the Next Level Video editing staff. Additional requested revisions beyond the complimentary round shall require additional charges. Revisions are defined as: swapping in plays for plays that were discarded, a re-arrangement of plays used, music changes, text informational changes, or slates. Errors by Next Level Video editing staff include: misspellings, inaccurate information, highlighting of the wrong player, or highlighting the wrong play.

All finished highlight reels will be posted Vimeo, YouTube, or a similar video hosting platform and embedded on custom profile pages hosted on Next Level Video's website. Next Level Video will also provide a link to download a digital copy of the highlight reel master file on the customers dashboard. Next Level Video will not send out hard copies of the highlight reel master file. NLV owns full rights to the completed highlight reel and may use, post, advertise, and use the completed highlight reel without limitation indefinitely.

The purchaser may contact Next Level Video to update a previously completed Next Level Video highlight reel for an additional fee. Update charges shall be calculated based on the amount of new footage to be included. Services involved in updating a highlight reel include: changing slate information & graphics, adding new plays, removing old ones, play re-arrangement, and music adjustment.

The purchaser may choose to remove all audio or apply a music track to the highlight reel. If adding music is chosen, Next Level Video shall choose and add a track from their royalty free music library. Copyrighted music shall not be applied.

All highlight reels shall feature freeze frames and spot shadow graphic on every play unless previously discussed with Next Level Video. In some circumstances, spot shadows will not be used on a specific play if the Next Level Video editor deems they are intrusive and take away from the action during the play in the video. In some circumstances two spot shadows shall be used if the Next Level Video editor deems they are necessary to highlight the player due to poor filming technique. Tracking and specialty graphics shall not be applied. If the purchaser would like them added additional editing fees will be applied.

The purchaser, via an online form on Next Level Video's website, shall provide Next Level Video the information to go on the intro slate. Typically that information includes: name, email address, school, graduation year & position. Once Next Level Video has created the slate,

revisions shall be made only if there was an error made by Next Level Video's editing staff. Special requests, regarding intro slates must be submitted in writing to Next Level Video prior to the commencement of production of the intro slate. Photos shall not be used in the creation of the intro slate on standard reels. If a photo is desired, an additional editing fees shall be applied assessed.

A highlight reel order expires one year from date of purchase. The Customer shall be responsible for submitting the necessary indexed information within the one-year period or they will forfeit their credit for an edited reel and additional charges may be applied by Next Level Video to edit the video. Turnaround time on the production of a highlight reel is determined by the speed in which the purchaser submits the necessary information and any additional media. Once all information necessary to start production has been submitted, Next level Video shall provide the purchaser with an estimated turnaround timeframe.

By ordering and submitting a Standard Highlight Reel for creation, the user grants permission to Next Level Video and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images created and/or submitted of the athlete, purchaser, or members of family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or medium. The user hereby release Next Level Video and its representatives for all claims and liability relating to said images or video. Furthermore, permission is granted to use the highlight reel with or without my name, for any purpose publicly or privately, including advertising and publicity without restriction. The right to any compensation is waived.

Refunds or credits shall only be issued on a case-by-case basis in the sole discretion of NLV should the purchaser be eligible for a film refund or credit as well as outlined in Section C NLV Refund Policy.