

## Terms and Conditions

### A. About Us:

Welcome to Next Level Video and Next-Level-Video.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 4747 S. Broad Street, Building 101, Suite 310, Philadelphia, PA 19112.

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 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 online streaming and will have access to download up to twenty 45-second clips from each game purchased. Downloaded clips are

completely editable. The ability to download the 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, Krossover, Hudl, Recruit Spot, Vimeo, Dropbox, Google Drive, Hightail, Box, or Citrix 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. This agreement will become effective upon purchasing film either on our website, 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 with a Multi-User License 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.next-level-video](http://www.next-level-video) 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.

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). Except as set forth below, no refunds or credits shall be issued for any reason after the event has started. All orders placed after conclusion of an event are final and not subject to a refund.

## **2. Weather Cancellation Refund**

If an event is cancelled in total due to weather, Next Level Video will issue refunds to customers making advance purchases.

## **3. 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@next-level-video.com](mailto:info@next-level-video.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 unless accompanied by pre-paid return postage.

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-five plays and shall be used in the order they are listed on the customer index submission form.

After Next Level Video provides the purchaser with the finished highlight reel, the purchaser shall be allowed one complimentary round of requested Standard Revisions. Revision requests must be made within 10 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: shortening or lengthening of clips used, a re-arrangement of plays used, music changes, and text informational changes on an introductory or tail slate. Errors by Next Level Video editing staff include: misspellings, inaccurate information, highlighting of the wrong player, or highlighting the wrong play. Requests such as, but not limited to, adding new plays not originally listed on the customer index submission form, changing or adding of graphics, adding text to individual clips, or applying slow motion and other visual effects to individual clips shall be considered addition requests, not revision requests, and shall be subject to additional editing fees.

All finished highlight reels will be posted 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 customer's dashboard. Next Level Video will not send out hard copies of the highlight reel master file.

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 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 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. The purchaser shall provide Next Level Video up to two action photos to be incorporated in the highlight reel's intro/outro slate, If the purchaser does not provide photos Next Level Video shall make a generic intro/outro slate. If photos are submitted after the generic slate has been created, additional fees will apply to add in those photos.

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. Once all

information necessary to start production has been submitted, Next level Video shall provide the purchaser with an estimated turnaround timeframe. All sales of Premier highlight reels are final. 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 unless accompanied by pre-paid return postage.

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. 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 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 customer's dashboard. Next Level Video will not send out hard copies of the highlight reel master file.

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. All sales of Standard highlight reels are final. 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.