

Terms of Service

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PURPOSE OF THIS AGREEMENT

Nine Five Two Sports LLC and its affiliates and successors (collectively referred to as “Bandit Media, NIFI, Inner Circle” “us,” “we,” or “our”). We look forward to helping You grow Your on-line sales beyond anything You have done before, so You can take Your business as far as You can imagine. This Agreement sets forth Your rights and obligations as a Nine Five Two Sports LLC. and its affiliates and successors (collectively). By clicking “I Agree,” You indicate that You have read and understood this Agreement and You will be bound by its Terms.

IMPORTANT – PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE & SALE BEFORE ACCESSING, USING, OR SUBSCRIBING OR PLACING AN ORDER. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES (see Sections 11, 17, and 18). THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

The use of services (hereafter “Website”), which is owned and maintained by Nine Five Two Sports LLC. and its affiliates and successors (collectively referred to as “us,” “we,” or “our”), is governed by the terms and conditions set forth below. We offer the Website, including all information, tools, and services available from the Website to you, the user, conditioned upon your acceptance of all terms and conditions stated here. By accessing, using, subscribing, or placing an order over the Website, you and your business agree to the terms set forth herein. If you do not agree to these terms and conditions in their entirety, you are not authorized to use the Website in any manner or form whatsoever.

THIS IS A BINDING AGREEMENT. THESE TERMS AND CONDITIONS OF USE & SALE (“TERMS”) TOGETHER WITH OUR PRIVACY STATEMENT FORM A LEGALLY BINDING AGREEMENT (“AGREEMENT”) BETWEEN YOU AND YOUR BUSINESS (“YOU”) AND US. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE WEBSITE AND THE SERVICES PROVIDED BY NIFI, ANY ORDER YOU PLACE THROUGH THE WEBSITE, BY TELEPHONE, OR OTHER ACCEPTED METHOD OF PURCHASE AND, AS APPLICABLE, YOUR USE OR ATTEMPTED USE OF THE PRODUCTS OR SERVICES OFFERED ON OR AVAILABLE THROUGH THE WEBSITE.

THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 18.

We reserves the right to update and change, from time to time, these Terms and all documents incorporated by reference by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. You can find the most recent version of these Terms. Use of the Website after such changes constitutes acceptance of such changes. Any new features or tools which are added to the current Website shall also be subject to the Terms.

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SECTION 1 – WEBSITE USE

The Website is intended for businesses operated by adults. If you use the Website, you are affirming that you are at least 18 years old or the legal age of majority in your state or province of residence (whichever is greater), operate a business, have the legal capacity to enter into a binding contract with us, and have read this Agreement and understand and agree to its terms.

SECTION 2 – WEBSITE USER CONDUCT AND RESTRICTIONS-LICENSE TERMS

All aspects of our Website are protected by U.S. and international copyright, trademark, and other intellectual property laws, including all content, information, design elements, text material,

logos, taglines, metatags, hashtags, photographic images, testimonials, personal stories, icons, video and audio clips, and downloads. No material on the Website may be copied, reproduced, distributed, republished, uploaded, displayed, posted, or transmitted in any way whatsoever. The trademark and logo are proprietary marks of Nine Five Two Sports LLC, and the use of those marks is strictly prohibited. Nothing herein gives you the right to use, copy, register as a domain name, reproduce, or otherwise display any logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information owned by NIFI.

Subject to your continued strict compliance with all Terms, NIFI provides to you a revocable, limited, non-exclusive, royalty-free, non-sublicenseable, non-transferrable license to use the Website. You acknowledge and agree that you do not acquire any ownership rights in any material protected by intellectual property laws.

If you purchase a subscription to NIFI software over the Website, NIFI provides to you a revocable, limited, non-exclusive, non-sublicenseable, non-transferrable license to use the software. You acknowledge and agree that: (1) the software is copyrighted material under United States and international copyright laws that is exclusively owned by NIFI; (2) you do not acquire any ownership rights in the software; (3) you may not modify, publish, transmit, participate in the transfer or sale, or create derivative works from the content of the software; (4) except as otherwise expressly permitted under copyright law, you may not copy, redistribute, publish, display or commercially exploit any material from the software without the express written permission of NIFI; and (5) in the event of any permitted copying (e.g., from the Website to your computer system), no changes in or deletion of author attribution, trademark, legend or copyright notice shall be made.

You agree not to use or attempt to use the Website, or any software provided by NIFI, whether alone, or in conjunction with other software or hardware, in any unlawful manner or a manner harmful to NIFI. You further agree not to commit any harmful or unlawful act or attempt to commit any harmful or unlawful act on or through the Website or through use of any software or hardware including, but not limited to, refraining from:

HARMFUL ACTS. Any dishonest or unethical business practice; any violation of the law; infliction of harm to NIFI reputation; hacking and other digital or physical attacks on the Website; and the violation of the rights of NIFI or any third party;

“SPAMMING” AND UNSOLICITED COMMUNICATIONS. We have zero tolerance for spam and unsolicited communications. Any communications sent or authorized by you reasonably deemed “spamming,” or any other unsolicited solicitations (including without limitation postings on social media or third-party blogs) will be deemed a material threat to NIFI’ reputation and to the rights of third parties. It is your obligation, exclusively, to ensure that all business communications comply with state and local anti-spamming or analogous laws.

OFFENSIVE COMMUNICATIONS. Any communication sent, posted, or authorized by you, including without limitation postings on any website operated by you, or social media or blog, which are: sexually explicit, obscene, vulgar, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory; graphically violent; or solicitous of unlawful behavior.

SENSITIVE INFORMATION. You will not import, or incorporate into, any contact lists or other content you upload to any website, software, or other electronic service hosted, provided by or

connected to NIFI, any of the following information: social security numbers, national insurance numbers, credit card data, passwords, security credentials, bank account numbers, or sensitive personal, health or financial information of any kind.

ILLEGAL BUSINESS ACTIVITY. Any promotion of illegal business activity, promoting the sale or use of illegal drugs (including but not limited to Marijuana-derived CBD Oil); or infringing or promoting the infringement of the intellectual property rights of another.

In addition to the foregoing, NIFI requires you to follow these best practices when sending electronic communications:

Use only permission-based marketing electronic communications lists (i.e., lists in which each recipient affirmatively opted-in to receiving those electronic communications).

Always include a working “unsubscribe” mechanism in each marketing electronic communication that allows the recipient to opt out from your mailing list (receipt/transactional messages that are exempt from “unsubscribe” requirements of applicable law are exempt from this requirement).

Comply with all requests from recipients to be removed from your mailing list within the earlier of ten (10) days of receipt of the request, or the deadline under applicable law.

Maintain, publish, and comply with a privacy policy that meets all applicable legal requirements, whether or not you control the sending of the electronic communications, and include a link to such privacy policy in your electronic communications.

Include in each electronic communication a link to your then-current privacy policy applicable to that electronic communication.

Include in each electronic communication your valid physical mailing address or a link to that information.

Do not send electronic communications to addresses obtained from purchased or rented lists.

Do not use third party electronic addresses, domain names, or mail servers without proper permission from the third party.

Do not routinely send electronic communications to non-specific addresses (e.g., `webmaster@domain.com` or `info@domain.com`).

Do not engage in spamming.

Do not disguise the origin, or subject matter of, any electronic communications or falsify or manipulate the originating message address, subject line, header, or transmission path information for any electronic communication.

Do not send offers to obtain or attempt to obtain personal information, or generate leads, for third parties.

Do not send “chain letters,” “pyramid schemes,” or other types of electronic messages that encourage the recipient to forward the content to strangers.

Do not send to lists of addresses that are programmatically generated or scraped from the Internet.

Do not employ sending practices, or have overall message delivery rates, which may cause harm to our services or other users of our services.

Do not send messages that may be considered junk mail. Some examples of these types of messages include, but are not limited to, messaging related to penny stocks, gambling, multi-level marketing (except in compliance with the FTC’s Business Guidance Concerning Multi-Level Marketing, see

www.ftc.gov/tips-advice/business-center/guidance/business-guidance-concerning-multi-level-marketing), direct to consumer pharmaceutical sales, and payday loans.

You further agree to conduct yourself and all your businesses in full compliance with all applicable laws, whether using NIFI or otherwise.

SECTION 3 – OUR PRIVACY POLICY AND YOUR PERSONAL INFORMATION

We respect your privacy and the use and protection of your non-public, personal information.

Your submission of personal information through the Website is governed by our Privacy Statement. Our Privacy Statement may be viewed anytime. NIFI reserves the right to modify its Privacy Statement in its reasonable discretion from time-to-time. Our Privacy Statement is incorporated into this Agreement by reference.

SECTION 4 – INFORMATION YOU PROVIDE; REGISTRATION; PASSWORDS; PROHIBITION AGAINST HOSTING THIRD-PARTY AGENCY ACCOUNTS

As a NIFI user, you will be required to create an account with NIFI. You warrant that the information you provide us is truthful and accurate, and that you are not impersonating another person. You are responsible for maintaining the confidentiality of any password you may use to access your NIFI user account, and you agree not to transfer your password or username or lend or otherwise transfer your use of or access to your user account, to any third party. So called “agency accounts,” or accounts in which you host funnels for third parties, are prohibited. Should your usage data indicate, in NIFI sole and exclusive discretion, that you are operating an agency account, you will be subject to cancellation of your NIFI user account or enhanced pricing for your NIFI user account, at NIFI’ sole and exclusive discretion. You are fully responsible for all transactions with, and information conveyed to, NIFI under your user account. You agree to immediately notify NIFI of any unauthorized use of your password or username or any other breach of security related to your user account. You agree that NIFI is not liable, and you will hold NIFI harmless, for any loss or damage arising from your failure to comply with any of the foregoing obligations. Please see Section 21 below for additional information.

Individuals who cancel their service will lose access to NIFI websites, social media accounts, and software. NIFI reserves the right to terminate any client and remove them from their social media accounts, websites, and/or software for violating these Terms.

SECTION 5 – ORDER PLACEMENT AND ACCEPTANCE

If you order a service or product, payment must be received by us before your order is accepted. We may require additional information regarding your order if any required information was missing or inaccurate and may cancel or limit an order any time after it has been placed. Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. You must contact us immediately at contact@banditbetting.com in order to modify or cancel your pending order. We cannot guarantee that we will be able to amend your order in accordance with your instructions.

All items are subject to availability. We will notify you if any item is not available, the expected availability date, and may offer you an alternative product or service. If the availability of any product or service is delayed and you do not wish to substitute the product or service, upon your request, we will cancel your order and if previously charged, your payment card will be fully refunded for that specific order. We reserve the right to limit the sales of our products and services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis at our sole and exclusive discretion.

Your purchase order of products and other services is conditioned on you re-affirming your acceptance of this Agreement.

All advertised prices are in, and all payments shall be in, U.S. Dollars.

SECTION 6 – REFUNDS FOR HARD GOODS & DIGITAL SOFTWARE & COURSES

If you have purchased a “hard good” (for example, a book or other tangible product) from NIFI or any related brands, you may receive a limited refund if you comply with the following conditions:

You must request a refund in writing by contacting contact@banditbetting.com