

# Terms of Service for PRIME IMPACT BASKETBALL LLC

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## AGREEMENT TO TERMS

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and PRIME IMPACT BASKETBALL LLC (“Company,” “we,” “us,” or “our”), concerning your access to and use of the <https://primekg.truportals.net/> website as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the “Site” and “Services”).

You agree that by accessing the Site and Services, you have read, understood, and agreed to be bound by all of these Terms of Service. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and Services are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

## USER REPRESENTATIONS

By using the Site or Services, you represent and warrant that:

- (1) you have the legal capacity and you agree to comply with these Terms of Service;
- (2) you are not a minor in the jurisdiction in which you reside;
- (3) you will not access the Site or Services through automated or non-human means, whether through a bot, script, or otherwise;
- (4) you will not use the Site for any illegal or unauthorized purpose;
- (5) your use of the Site or Services will not violate any applicable law or regulation.

## PROHIBITED ACTIVITIES

You may not access or use the Site or Services for any purpose other than that for which we make the Site and Services available. The Site and Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site and Services, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory.
2. Make any unauthorized use of the Site and Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email.
3. Use the Site to advertise or offer to sell goods and services.
4. Circumvent, disable, or otherwise interfere with security-related features of the Site.
5. Engage in unauthorized framing of or linking to the Site.
6. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
7. Make improper use of our support services or submit false reports of abuse or misconduct.
8. Engage in any automated use of the system, such as using scripts to send comments or messages, or using data mining, robots, or similar data gathering and extraction tools.
9. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
10. Attempt to impersonate another user or person or use the username of another user.
11. Use any information obtained from the Site in order to harass, abuse, or harm another person.
12. Use the Site or Services as part of any effort to compete with us or otherwise use the Site and/or Content for any revenue-generating endeavor or commercial enterprise.
13. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
14. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site or Services to you.
15. Copy or adapt the Site's software.
16. Delete the copyright or other proprietary rights notice from any Content.

## USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, and other functionality. Any Contributions you transmit may be treated as non-confidential and non-proprietary.

You are solely responsible for your Contributions and you agree to not post Contributions that:

1. Are unlawful, threatening, abusive, harassing, defamatory, or libelous.
2. Contain any material that is sexually explicit or violent.
3. Infringe on any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person.

## SERVICES MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms of Service;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service;
- (3) refuse, restrict access to, or disable any of your Contributions;
- (4) otherwise manage the Site and Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.

## PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: [[Link to your Privacy Policy](#)]. By using the Site or Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Service.

## TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the Site or Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND THE SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON.

## MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

## GOVERNING LAW

These Terms of Service and your use of the Site and Services are governed by and construed in accordance with the laws of the State of New Jersey applicable to agreements made and to be entirely performed within the State of New Jersey, without regard to its conflict of law principles.

## DISPUTE RESOLUTION

### Informal Negotiations

The Parties agree to first attempt to negotiate any dispute informally for at least thirty (30) days before initiating arbitration.

### Binding Arbitration

If the Parties are unable to resolve a dispute through informal negotiations, the dispute will be finally and exclusively resolved by binding arbitration.

## RESTRICTIONS

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## DISCLAIMER

THE SITE AND SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND SERVICES AND YOUR USE THEREOF.

## LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Site or Services.

#### USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site and Services, as well as data relating to your use of the Site and Services. You are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site and Services.

#### ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

#### MISCELLANEOUS

These Terms of Service and any policies or operating rules posted by us on the Site or in respect to the Services constitute the entire agreement and understanding between you and us.

#### CONTACT US

In order to resolve a complaint regarding the Site or Services or to receive further information regarding use of the Site or Services, please contact us at:

PRIME IMPACT BASKETBALL LLC  
23 Babes Dr

South Plainfield, NJ 07080, USA

Email: [psingh@trucreatives.com](mailto:psingh@trucreatives.com)

Phone: 240-904-2099