

Terms of Use

Agreement

The Basketball Paradise website is comprised of various pages operated by Basketball Paradise.

The website is offered to you conditional of your acceptance without modification of the terms, conditions and notices contained herein. Your use constitutes your agreement to all such terms, conditions and notices.

Modification of These Terms of Use

Basketball Paradise reserves the right to change the terms, conditions and notices under which the website is offered, including but not limited to the charges associated with the use of the website.

No Unlawful or Prohibited Use

As a condition of your use of the Basketball Paradise website you agree that you will not use the website for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the website in any manner which could damage, disable, overburden or impair the website or interfere with any other party's use of the website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website.

Liability Disclaimer

The information, software, products and services included in or available through the Basketball Paradise website may include inaccuracies or typographical errors, changes are periodically added to the information herein. Basketball Paradise and/or its suppliers may make improvements and/or changes in the website at any time. Information received via the website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Basketball Paradise and/or its suppliers make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products, services and related graphics contained on the website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Basketball Paradise and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall Basketball Paradise and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of the website, with the delay or inability to use the website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the website or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise, even if Basketball Paradise or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion

of the website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the website.

Termination/Access Restriction

Basketball Paradise reserves the right in its sole discretion, to terminate your access to the website and related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Illinois and you hereby consent to the exclusive jurisdiction and venue of the courts of Illinois in all disputes arising out of or relating to the use of the website. Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Basketball Paradise as a result of this agreement or use of the website. Basketball Paradise's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Basketball Paradise's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the website or information provided or gathered by Basketball Paradise with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Basketball Paradise with respect to the website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and Basketball Paradise with respect to the website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

Copyright and Trademark Notices:

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Notices and Procedure For Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512 c(2), notifications of claimed copyright infringement under United States copyright laws should be sent to Service Provider's Designated Agent. All inquiries not relevant to the following procedure will receive no response.