

PRESEASON TERMS OF SERVICE

Effective Date: _____
PreSeason Collective LLC

1. Agreement to Terms

By accessing or using the PreSeason website, purchasing products, submitting forms, or participating in PreSeason programs, you (“User”) agree to these Terms of Service (“Terms”).

If you do not agree, do not use the website or submit information.

Minors must have parent/guardian consent.

2. About PreSeason

PreSeason Collective LLC (“PreSeason,” “we,” “our,” “us”) is a NIL-based apparel, merchandise, and marketing company providing:

- NIL collaboration merchandise
- Athlete visibility programs
- Trading card and collectible products
- Apparel and accessories
- Athlete stories and highlights
- Online e-commerce services

3. Eligibility

To use the website or purchase products, you must:

- Be at least 13 years old to browse
- Be 18 or older to make purchases
- Have parental consent if under 18
- Provide accurate information
- Follow state and federal laws

Minors participating in NIL programs must have a signed parental consent form.

4. Use of the Website

You agree not to:

- Modify, copy, or reverse-engineer the website
- Scrape or extract data
- Upload harmful code
- Use content without permission
- Harass athletes, contractors, or staff
- Use PreSeason platforms for illegal or abusive behavior

Violation may result in termination of access.

5. NIL Athlete Pages (“Locker Rooms”)

Each athlete may receive a public-facing profile.
You acknowledge that:

- Product availability varies
- Athlete participation may change
- Media displayed is authorized
- PreSeason may update or remove pages anytime

PreSeason does not guarantee:

- Exposure
- Scholarships
- NIL deals
- Athlete promotions

6. Purchases & Payments

By making a purchase, you agree that:

- All prices are listed clearly
- Payment information must be accurate
- You authorize the charge to your chosen payment method
- Orders may be canceled for fraud prevention
- You will not abuse chargeback systems

All refunds follow the **PreSeason Refund Policy**

7. Merchandise Descriptions

We strive for accuracy, but:

- Colors may slightly vary
- Limited edition items may sell out
- Athlete signatures and cards may vary naturally
- PreSeason may update product designs at any time

PreSeason is not responsible for:

- Misunderstood product sizing
- Misinterpretation of product descriptions

8. Limited Edition & NIL Merchandise

You acknowledge that:

- Many items are produced in limited quantities
- Signed items may have natural variation
- PreSeason may retire or archive products
- NIL athletes may depart the program
- Replacement items may not be available

All NIL products are final sale unless defective.

9. Intellectual Property

All content on the website, including:

- Designs
- Logos
- Artwork
- Athlete trading card concepts
- Copywriting
- Photography
- Videos
- Branding
- Playbooks, documents, and internal systems

is the exclusive property of PreSeason Collective LLC.

Users **may not**:

- Copy
- Reproduce
- Sell
- Distribute
- Publish
- Alter

PreSeason content without written permission.

10. User Submissions

Users may submit:

- Forms
- Photos
- Media
- Athlete stories
- Contact details

By submitting, you grant PreSeason a **limited license** to use content for:

- Evaluation
- Communication
- NIL participation
- Locker Room pages
- Product development

We do not claim ownership of your NIL or personal content.

11. Athlete & Parent Responsibilities

Athletes and parents agree to:

- Provide accurate information
- Follow NIL laws
- Not misuse PreSeason platforms

- Communicate respectfully
- Not engage in fraudulent behavior
- Adhere to contract terms

Violation may lead to removal from PreSeason programs.

12. Contractor Responsibilities

Contractors agree to:

- Follow their Independent Contractor Agreement
- Comply with communication standards
- Not present themselves as agents
- Follow commission rules
- Maintain confidentiality

Violations may result in termination.

13. Privacy

Your use of the website is also governed by our:

Privacy Policy

This explains:

- What data we collect
- How it's used
- Your rights

14. Shipping, Refunds & Store Policies

All purchases are governed by:

- Shipping Policy
- Refund Policy

These policies will specify:

- Processing times
- Delivery expectations
- Return eligibility
- Refund conditions

You agree to review these before purchasing.

15. Limitation of Liability

To the maximum extent permitted by law:

PreSeason is **not liable** for:

- Damages from website use
- Loss of data
- Delays or shipping issues
- Athlete decisions to leave the program
- Changes to NIL laws
- Unauthorized access to your account
- Interactions between users
- Misuse of content by third parties

Your use of PreSeason services is at your own risk.

16. Dispute Resolution

Before legal action, both parties agree to attempt:

- Informal resolution
- Mediation (if needed)

If unresolved, disputes will be governed by:

- Missouri law
- Court jurisdiction in **Callaway County, Missouri**

17. Changes to Terms

PreSeason may update these Terms at any time.
Continued website use after updates means acceptance.

18. Termination of Access

PreSeason may suspend or terminate access for:

- Fraud
- Abuse
- Misconduct
- Illegal activity
- Violation of these Terms

19. Contact Information

For questions or concerns:

 info@preseasoncollective.com
 director@preseasoncollective.com