

Launchpoint Marketplace Terms of Service

These Terms of Service ("Terms") govern your access to and use of the Launchpoint marketplace ("Launchpoint" or the "Service"), provided by Launchpoint Inc. ("Launchpoint," "we," "us," or "our"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, do not access or use the Service.

1. Use of Service

1.1 Eligibility: To access or use the Service, you must be at least 18 years old and have the legal capacity to enter into these Terms. By accessing or using the Service, you represent and warrant that you meet these eligibility requirements.

1.2 Account Registration: In order to access certain features of the Service, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

1.3 User Conduct: You agree not to use the Service for any unlawful or prohibited purpose, or in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You further agree not to use the Service to violate any applicable laws or regulations.

2. Marketplace

2.1 Overview: Launchpoint provides a marketplace platform that allows brands to connect with student athletes for sponsorship opportunities, endorsements, and other marketing collaborations ("Marketplace").

2.2 Transactions: All transactions facilitated through the Marketplace are solely between the brand and the student athlete. Launchpoint does not endorse, guarantee, or verify the authenticity, accuracy, or quality of any content, products, or services offered or provided by users of the Service.

2.3 Fees: Launchpoint may charge fees for certain features or transactions facilitated through the Marketplace. Any fees will be clearly disclosed to you prior to completing a transaction.

3. User Content

3.1 Ownership: You retain ownership of any content that you submit, post, or display on or through the Service ("User Content"). By submitting User Content, you grant Launchpoint a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform such User Content in connection with the Service.

3.2 Prohibited Content: You agree not to submit, post, or display any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or otherwise objectionable.

4. Intellectual Property

4.1 Trademarks: All trademarks, service marks, logos, and trade names displayed on the Service are the property of Launchpoint or their respective owners. You agree not to use or display any trademarks, service marks, logos, or trade names without the prior written consent of Launchpoint or the respective owner.

5. Termination

5.1 Termination: We may suspend or terminate your access to the Service at any time, with or without cause, and without prior notice or liability to you.

6. Disclaimer of Warranties

6.1 No Warranties: THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. LAUNCHPOINT DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Limitation of Liability

7.1 Limitation of Liability: IN NO EVENT SHALL LAUNCHPOINT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF LAUNCHPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Governing Law

8.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

9. Changes to Terms

9.1 Changes to Terms: We reserve the right to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

10. Contact Us

10.1 Contact Us: If you have any questions about these Terms, please contact us at contact@launchpointhq.com.

Launchpoint Privacy Policy

Last Updated: April 15, 2024

Launchpoint Inc. ("Launchpoint," "we," "us," or "our") is committed to protecting your privacy. This Privacy Policy explains how we collect, use, disclose, and protect information about you when you access or use our website and services (collectively, the "Service"). By accessing or using the Service, you agree to the terms of this Privacy Policy.

1. Information We Collect

1.1 Information You Provide: When you create an account, participate in surveys or promotions, or otherwise interact with the Service, we may collect information that you provide, such as your name, email address, date of birth, school information, athletic achievements, and payment information.

1.2 Automatically Collected Information: When you access or use the Service, we may automatically collect certain information about your device and usage, including your IP address, browser type, operating system, referring URLs, and interactions with the Service.

1.3 Cookies and Similar Technologies: We may use cookies, web beacons, and other tracking technologies to collect information about your interactions with the Service and to provide personalized content and advertisements.

2. How We Use Your Information

2.1 Provide and Improve the Service: We use the information we collect to provide, maintain, and improve the Service, including to facilitate transactions, authenticate users, and personalize content and advertisements.

2.2 Communicate with You: We may use your information to communicate with you about your account, transactions, promotions, and other updates related to the Service.

2.3 Marketing and Advertising: We may use your information to provide you with marketing communications and targeted advertisements based on your interests and activities.

2.4 Legal Compliance: We may use your information to comply with applicable laws, regulations, and legal processes, and to protect our rights, property, and safety, and the rights, property, and safety of our users and others.

3. How We Share Your Information

3.1 With Service Providers: We may share your information with third-party service providers who perform services on our behalf, such as payment processing, data analysis, and marketing.

3.2 With Business Partners: We may share your information with business partners who offer products or services that may be of interest to you.

3.3 With Affiliates: We may share your information with our affiliates for the purposes described in this Privacy Policy.

3.4 For Legal Purposes: We may disclose your information to comply with applicable laws, regulations, and legal processes, and to protect our rights, property, and safety, and the rights, property, and safety of our users and others.

4. Your Choices

4.1 Account Information: You may update or correct your account information at any time by logging into your account settings.

4.2 Cookies: Most web browsers are set to accept cookies by default. If you prefer, you can usually set your browser to remove or reject cookies, but note that doing so may affect your ability to access or use the Service.

4.3 Marketing Communications: You may opt out of receiving marketing communications from us by following the unsubscribe instructions provided in the communications.

5. Data Security

We take reasonable measures to protect your information from unauthorized access, use, or disclosure. However, no method of transmission over the internet or electronic storage is 100% secure, so we cannot guarantee its absolute security.

6. Children's Privacy

The Service is not intended for children under the age of 13, and we do not knowingly collect personal information from children under the age of 13. If we learn that we have collected personal information from a child under the age of 13, we will take appropriate steps to delete such information.

7. International Transfer

Your information may be transferred to and processed in countries other than the country in which you are located. These countries may have data protection laws that are different from those in your country.

8. Changes to this Privacy Policy

We may modify or update this Privacy Policy from time to time. If we make any material changes, we will notify you by posting the revised Privacy Policy on the Service or by other means.

9. Contact Us

If you have any questions about this Privacy Policy, please contact us at contact@launchpointhq.com.