

Terms and Conditions

Last updated: **January 01, 2024**

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions.

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software program provided by the Company downloaded by You on any electronic device, named 7-5-3 Academy.
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Country** refers to: Arizona, United States
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to 753 Academy LLC, ("7-5-3 Academy") 14835 E Shea Blvd, Suite C104, Fountain Hills, AZ, 85268.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

- **Free Trial** refers to a limited period of time that may be free when purchasing a Tuition.
- **Goods** refer to the tangible items offered for sale on the Service.
- **In-app Purchase** refers to the purchase of a product, item, service or Tuition made through the Application and subject to these Terms and Conditions and/or the Application Store's own terms and conditions.
- **Orders** mean a request by You to purchase Goods from Us.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Programs** refer to the class offered by the Company that a Tuition is subject to.
- **Service** refers to the Application or the Website or both.
- **Terminated with Cause** (also referred to as "Termination") refers to when a failure of automatic billing of Tuition occurs for any reason, or when the Company determines You are in violation of the Company's policies and must terminate Your Tuition.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Tuition** refers to the associated cost for the Tuition duration selected for a Program offered for sale by the Company to You. This Tuition cost is outlined in Your Tuition Term Rate Agreement.
- **Tuition Term Rate Agreement** is a legal binding contract between You and the Company, to receive admittance to the Company's' Programs at the offered Tuition for a given duration.
- **Website** refers to 7-5-3 Academy, accessible from <https://www.753academy.com>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Restrictions

You are expressly and emphatically restricted from all of the following:

- Publishing any Services material in any media;
- Selling, sublicensing and/or otherwise commercializing any Service material;
- Publicly performing and/or showing any Service material;
- Using this Service in any way that is, or may be, damaging to this Service;
- Using this Service in any way that impacts user access to this Service;
- Using this Service contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Service, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Service, or while using this Service;
- Using this Service to engage in any advertising or marketing.

Placing Orders for Goods

By placing an Order for Goods through the Service, You warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Goods available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Goods availability
- Errors in the description or prices for Goods
- Errors in Your Order
- If You are determined to be ineligible to receive Goods

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Your Order Cancellation Rights

Any Goods you purchase can only be returned in accordance with these Terms and Conditions and Our Returns Policy.

Our Returns Policy forms a part of these Terms and Conditions. Please read our Returns Policy to learn more about your right to cancel or return Your Order.

We will reimburse You minus any applicable restock fee and Your incurred shipping cost to return the Goods no later than 14 days from the day on which We receive the returned Goods. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

You will not have any right to cancel an Order for the supply of any of the following Goods:

- The supply of Goods made to Your specifications or clearly personalized.
- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.
- The supply of digital content which is not supplied on a tangible medium if the performance has begun with Your prior express consent and You have acknowledged Your loss of cancellation right.

Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

Payments

All Goods purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such but not limited to Visa, MasterCard, Affinity Card, American Express cards, or online payment methods (PayPal, Apple Pay, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

Tuitions

Health

You attest you are fully able to medically participate in all Programs You attend and will not hold the Company liable in any way for Your medical condition. You further attest you will participate in all Programs only at the level You are comfortable and will cease participation and notify the Company of a health-related emergency during Your participation in a Program.

You further agree to not attend any Program if You: feel sick, tested positive for a pandemic identified disease (i.e. SARS-CoV-2, COVID-19 or its variants) within the last 7-days, have been exposed to anyone that has tested positive for a pandemic identified disease within the last 7-days, still have symptoms related to the pandemic identified disease after 7-days, or any other health related matter that may in danger Yourself or others at the location of the Program.

The Company reserves all rights to ask You to temporarily not participate in a Program, to include leaving the Company's location, if You exhibit symptoms that may be a health or safety risk to Yourself or others. Tuition will not be prorated, refunded, or credited for Your health or safety related absences.

Tuition Subscription period

The Service or some parts of the Service are available only with a paid Tuition Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Tuition subscription plan you select when purchasing the Program.

At the end of each period, Your Tuition Subscription may automatically renew under the same conditions if available, at the then applicable price, unless You cancel it or the Company cancels it.

Tuition cancellations

Tuition cancellations must be made in writing and delivered to the Company 30 days prior to Your tuition subscription renewal month. You may cancel Your Tuition subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Tuition period and any remaining owed balance in accordance with Your Tuition terms will be due prior to confirmation of cancellation by the Company. You will be able to access the Service until the end of Your current Tuition period. Until confirmation of cancellation by the Company is made, Your Tuition will continue to be billed in accordance with Your Tuition terms.

Billing

You agree to provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. You further agree to notify the Company of any changes prior to the billing period of any Tuition payment date.

You agree to automatic billing for all Tuition in accordance with Your selected Tuition terms. There is no prorating of billing, except as outlined for mandatory closures. There is no pausing or suspending a billing cycle from payment.

Should the automatic billing of Your Tuition term fail to occur for any reason, we will continue to try to automatically charge the payment method You have on file with the Company a minimum of three times. If we are unable to automatically charge your account after attempting to charge the payment method You have on file with the Company, You will receive an Overdue Tuition Invoice to pay the Tuition amount owed plus an applicable \$35 late fee and \$35 returned payment fee, within a certain deadline date, and in accordance with Your Tuition terms. If the Overdue Tuition Invoice is not paid by the deadline date as indicated by the deadline date, Your Tuition will be immediately determined by the Company to be Terminated with Cause, and all of Your access to the Company's Programs withdrawn. You will be notified of the Termination with Cause via electronic invoice and how to proceed with the full payment as indicated on the Terminated with Cause invoice within the certain deadline date and in accordance with Your Tuition terms.

All Terminated with Cause Tuitions will incur a Terminated with Cause Penalty Fee of no less than half of the total of Your unpaid Tuition Term cost based on your Tuition Term Agreement. The Terminated with Cause invoice will include the amount from your Overdue Tuition Invoice and the Terminated with Cause Penalty Fee, and will be due within the deadline date as indicated on the Terminated with Cause invoice. If the invoice is not paid within the deadline date, the Company reserves the right to take appropriate legal action.

Legal action may include reporting of past due amounts to collection agencies and credit agencies, law enforcement authorities, and any other legal recourse available to recoup the total of the Your unbilled Tuition in addition to the Terminated with Cause penalty fee, and any fees incurred by the Company to collect Your owed amount as indicated on the Terminated with Cause invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Tuition fees. Any Tuition fee change will become effective at the end of the then-current Tuition period.

The Company will provide You with reasonable prior notice of any change in Tuition fees to give You an opportunity to terminate Your Tuition before such change becomes effective.

Your continued use of the Service and Company's Programs after the Tuition fee change comes into effect constitutes Your agreement to pay the modified Tuition fee amount.

Refunds

Except when required by law, paid Tuition fees are non-refundable.

Certain refund requests for Tuitions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

No credits or refunds will be issued for missing a Program or Class, or for Your health related reasons.

Closures

The Company may be closed as indicated on the Services for holidays. No refunds, credits, or prorated cost determination are authorized for holiday closures. In the event of closures for required repairs or renovations, a 30-day notice will be emailed when possible in order to inform You, and , Your Tuition cost will be prorated and credited for the closed period to Your account within 30-days.

In the event of US Government mandated temporary closures for any health mandates or emergency evacuations, the Company will send You a Temporary Tuition Hold notice via electronic notification of Your option to have Your Tuition placed on temporary hold status and not charged for the duration of the US Government mandate. You must respond by the option date indicated on the Temporary Tuition Hold notice to have Your Tuition placed on temporary hold. If You fail to respond by the indicated date on the hold notice, the Company will consider this as Your agreement for Your Tuition to continue to be billed.

All Tuitions placed on temporary hold will have their duration length extended for the same amount of mandated closure time and will resume Tuition billing upon notification of US Government ceasing of the closure mandate.

Free Trial

The Company may, at its sole discretion, offer a Tuition with a Free Trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free Trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free Trial has expired. On the last day of the Free Trial period, unless You cancelled Your Tuition, You will be automatically charged the applicable Tuition fees for the type of Tuition You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

In-app Purchases

The Application may include In-app Purchases that allow you to buy products, services or Subscriptions.

More information about how you may be able to manage In-app Purchases using your Device may be set out in the Application Store's own terms and conditions or in your Device's Help settings.

In-app Purchases can only be consumed within the Application. If you make a In-app Purchase, that In-app Purchase cannot be cancelled after you have initiated its download. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

If any In-app Purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of the fault or being notified to the fault by You, investigate the reason for the fault. We will act reasonably in deciding whether to provide You with a replacement In-app Purchase or issue You with a patch to repair the fault. In no event will We charge You to replace or repair the In-app Purchase. In the unlikely event that we are unable to replace or repair the relevant In-app Purchase or are unable to do so within a reasonable period of time and without significant inconvenience to You, We will authorize the Application Store to refund You an amount up to the cost of the relevant In-app Purchase. Alternatively, if You wish to request a refund, You may do so by contacting the Application Store directly.

You acknowledge and agree that all billing and transaction processes are handled by the Application Store from where you downloaded the Application and are governed by that Application Store's own terms and conditions.

If you have any payment related issues with In-app Purchases, then you need to contact the Application Store directly.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to 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.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: policies@753academy.com
- By visiting this page on our website: <https://753academy.com/contact>
- By mail: 753 Academy, 14835 E Shea Blvd, Suite C104, Fountain Hills, AZ, 85268