

Terms of Service

These Terms govern the coaching relationship between The Mound Method and the adult account holder.

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PLEASE READ THESE TERMS CAREFULLY. THEY INCLUDE IMPORTANT PROVISIONS ABOUT ATHLETIC RISK, DISCLAIMERS, LIMITATIONS OF LIABILITY, CANCELLATION, AND DISPUTES. A SEPARATE PARTICIPATION AGREEMENT AND WAIVER IS REQUIRED BEFORE AN ATHLETE MAY BEGIN TRAINING.

1. Agreement and definitions

The Mound Method is a baseball pitching development and athletic programming service operated by Jack Brandon Priory, individually and doing business as The Mound Method ("The Mound Method," "we," "us," or "our"). The service includes themoundmethod.com, the training application, individualized pitching programming, two coaching calls per month, video analysis and electronic communications related to the program, and optional in-person pitching lessons purchased separately (collectively, the "Service").

"You" means the parent or legal guardian who creates and controls the family account, pays for the Service, and accepts these Terms. "Athlete" means the person receiving coaching. If the Athlete is 18 or older and holds the account, references to a parent or guardian apply to the Athlete as appropriate.

By creating an account, paying for or using the Service, or permitting an Athlete to use the Service, you agree to these Terms and acknowledge the Privacy Policy. Before athletic participation begins, the applicable adult participant and/or parent or legal guardian must also complete the current Baseball Pitching Program Participation Agreement, Assumption of Risk, Release & Waiver of Liability, Parental Consent & Pitch Count Acknowledgment (the "Participation Agreement").

If these Terms conflict with the Participation Agreement on physical participation, athletic risks, injury, workload, medical issues, emergency authorization, or the release of legally releasable claims, the Participation Agreement controls for those subjects. The Privacy Policy controls our handling of personal information.

2. Eligibility and family accounts

The Service is intended for athletes age 6 and older. An account may be opened only by a person who is at least 18 years old and who is the Athlete's parent or legal guardian, or by an Athlete who is at least 18 years old.

For a minor Athlete, the adult account holder is responsible for the account, payment, consents, supervision, communications permissions, and the Athlete's use of the Service. Minor Athletes do not create independent accounts.

You represent that you have legal authority to enroll the Athlete and provide the permissions required for the Service. Where the Participation Agreement requires signatures from more than one legally authorized parent or guardian, those signatures must be obtained before participation.

3. Account security

Accounts are created by invitation or another process we approve. You must provide accurate and current information, keep credentials confidential, and promptly notify us if you suspect unauthorized access. One account is for one family unless we agree otherwise in writing. You are responsible for activity under your account and for ensuring that any Athlete use is supervised and consistent with these Terms.

4. Coaching services

The monthly Service provides individualized baseball pitching programming and two coaching calls per month. Programming may include throwing plans, pitching drills, exercise prescriptions, written instruction, review of submitted pitching video, mechanical feedback, progress evaluation, and adjustments to the Athlete's pitching program. In-person pitching lessons are not included in the monthly fee and may be purchased separately when available.

Coaching requires professional judgment and may change as the Athlete's workload, feedback, development, schedule, or circumstances change. We may decline, modify, pause, or stop a drill, session, or program when we believe doing so is appropriate.

The Mound Method does not guarantee pitching velocity, command, performance, injury prevention, playing time, roster or varsity selection, recruiting, scholarships, collegiate or professional opportunities, or any particular athletic result.

5. Fees, billing, cancellation, and refunds

The current coaching fee is \$50 per month unless a different price is disclosed and accepted before purchase. Fees are charged in advance for each monthly service period.

NO REFUNDS AFTER A MONTHLY SERVICE PERIOD BEGINS. Once a monthly service period begins, the fee for that period is earned and nonrefundable, except where a refund is required by law or where we expressly agree otherwise in writing. Cancellation stops future service periods; it does not create a prorated refund for the current period.

You may cancel at any time by emailing jbmbaseball@icloud.com or by using any cancellation method we make available. Unless otherwise stated at checkout, cancellation takes effect at the end of the already-paid monthly period and access continues until then.

If recurring automatic billing is enabled, the checkout flow will clearly disclose that the subscription renews automatically, the amount and frequency of charges, and how to cancel. You authorize the disclosed recurring charges until cancellation. If applicable law requires a renewal reminder or additional cancellation mechanism, we will provide it.

If a payment fails or remains unpaid, we may pause access after notice. We will give existing families at least 30 days' advance notice of a price increase. A price increase applies only to a future billing period, and you may cancel before it takes effect.

6. Athletic risk, supervision, and medical limitations

Baseball pitching, throwing, pitching drills, workouts, and related athletic activities involve inherent and other risks, including serious injury. The Participation Agreement describes those risks and the parties' responsibilities in detail.

Remote coaching limits our ability to observe the Athlete's condition, fatigue, soreness, pain, total throwing workload, environment, equipment, exercise execution, medical condition, and compliance. A responsible adult must appropriately supervise a minor Athlete's training and provide a safe environment and suitable equipment.

You and the Athlete are responsible for accurately disclosing outside throwing, games, pitch counts, bullpens, practices, camps, showcases, lessons, teams, velocity programs, significant position-player throwing, soreness, fatigue, pain, injuries, medical restrictions, return-to-play restrictions, and relevant healthcare-provider recommendations.

The Service is athletic coaching, not medical diagnosis, medical treatment, physical therapy, rehabilitation, medical clearance, or a medical return-to-play determination. Stop the applicable activity and seek appropriate medical attention for significant pain, unusual soreness, numbness, tingling, weakness, loss of motion, swelling, significant fatigue, injury, or other concerning symptoms. The Mound Method may require medical clearance before resuming particular activities.

7. Video, content, and communications

You may submit pitching, throwing, training, or workout videos and other information for private coaching, video analysis, mechanical evaluation, progress evaluation, program development, instruction, and administration. By submitting content, you represent that you have the right to provide it and authorize us to use it only as reasonably necessary to provide and administer the Service, subject to the Privacy Policy.

Private submission does not authorize public use. We will not use an Athlete's name, photograph, video, likeness, testimonial, or other identifiable content for advertising, marketing, website, or social-media purposes without separate, affirmative written authorization from the appropriate adult. Publicity consent is optional and is not a condition of participation. A publicity authorization may be withdrawn prospectively by written notice, subject to material already lawfully published or distributed.

For a minor Athlete, instructional communications should ordinarily include or remain accessible to the parent or guardian. By enrolling a minor and completing the Participation Agreement, the parent or guardian may authorize reasonable direct communications with the minor for instruction, feedback, scheduling, video analysis, and program administration. We may change communication practices when needed for safety or legal compliance.

8. Acceptable use

You and the Athlete may not:

- Share account access outside the immediate family or permit unauthorized use.
- Copy, record, republish, distribute, sell, sublicense, or commercially exploit our programs, exercise library, videos, written material, or other proprietary content except for the enrolled Athlete's personal training.
- Attempt to access another family's information, bypass access controls, probe the Service for vulnerabilities, interfere with the Service, or introduce malicious code.
- Harass, threaten, impersonate, or abuse any person through the Service.
- Submit unlawful, infringing, deceptive, or unauthorized material.
- Use the Service in a manner that violates applicable law, team or league rules, medical restrictions, or these Terms.

9. Intellectual property and limited license

The Service, training programs, exercise library, instructional content, written materials, graphics, software, branding, and other materials created or supplied by The Mound Method are owned by The Mound Method or its licensors and are protected by applicable intellectual-property laws.

While your account is active, we grant you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use those materials solely for the enrolled Athlete's personal training. The license ends when access ends. No ownership rights are transferred.

You retain ownership of content you provide. The limited permissions needed for coaching and administration are described in section 7 and the Privacy Policy.

10. Third-party services

The Service may rely on third-party providers for hosting, authentication, email, payments, electronic signatures, content delivery, and other infrastructure. Their services may be subject to their own terms and privacy practices. We select and configure providers for our business purposes, but we do not control independent outages or conduct outside our instructions.

Optional Google sign-in, if offered, is governed by Google's applicable terms. Payment processing, if enabled, is handled by the disclosed payment processor; The Mound Method does not need to receive full payment-card numbers.

11. Suspension and termination

You may cancel under section 5. We may suspend or terminate access for nonpayment, material or repeated violations of these Terms, unsafe conduct, misuse, threats or harassment, suspected fraud or security issues, legal requirements, or when we reasonably conclude that the coaching relationship should end.

Except where immediate action is reasonably necessary for safety, security, legal compliance, or a serious breach, we will provide notice and a reasonable opportunity to address the issue. If we terminate a paid monthly period for reasons unrelated to your breach or safety-related conduct, we will refund the unused portion of that period.

Upon termination, licenses granted to you end. Provisions that by their nature should survive termination, including intellectual property, disclaimers, limitations, indemnification, dispute provisions, and accrued payment obligations, survive.

12. Privacy and children's information

Our Privacy Policy explains the information we collect, why we use it, how long we retain it, service providers, security, parental rights, and our practices concerning children. For athletes under 13, the parent or legal guardian must complete the applicable parental notice and consent process before the Service collects personal information online from the child where such consent is required by law.

13. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE AND DIGITAL MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE EXTENT SUCH WARRANTIES MAY LAWFULLY BE DISCLAIMED.

WE DO NOT WARRANT THAT THE WEBSITE OR APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY PARTICULAR ATHLETIC RESULT WILL OCCUR. NOTHING IN THESE TERMS EXCLUDES A WARRANTY OR LIABILITY THAT APPLICABLE LAW DOES NOT PERMIT TO BE EXCLUDED.

Physical participation risks and legally releasable claims relating to athletic participation are addressed separately in the Participation Agreement.

14. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, FOR CLAIMS ARISING FROM THE DIGITAL OR ADMINISTRATIVE ASPECTS OF THE SERVICE AND NOT GOVERNED BY THE PARTICIPATION AGREEMENT, THE MOUND METHOD'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT YOU PAID TO THE MOUND METHOD DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE MOUND METHOD WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST OPPORTUNITIES, OR LOSS OF DATA, ARISING FROM OR RELATING TO THE SERVICE.

These limitations do not apply to liability that cannot lawfully be limited, including liability to the extent caused by fraud, willful or intentional misconduct, or other non-waivable conduct. Nothing in these Terms is intended to waive or release a minor Athlete's claim where applicable law does not permit a parent or guardian to do so.

15. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Jack Brandon Priory and The Mound Method from third-party claims, damages, losses, liabilities, and reasonable costs, including reasonable attorneys' fees, arising from your material breach of these Terms, unlawful misuse of the Service, or submission of material you did not have the right to provide. This provision does not require indemnification for our own conduct to the extent applicable law prohibits it.

16. Governing law and disputes

These Terms are governed by the laws of the State of North Carolina, without regard to conflict-of-law principles, except to the extent another jurisdiction's non-waivable consumer-protection law must apply.

Before filing a lawsuit concerning these Terms, the complaining party should provide written notice describing the dispute and allow 30 days for a good-faith effort to resolve it informally, unless immediate relief is reasonably necessary or the law requires a shorter period.

Subject to any non-waivable right to bring a claim elsewhere, any lawsuit arising from or relating to these Terms shall be brought in a state court of competent jurisdiction in Iredell County, North Carolina, or, if federal jurisdiction exists, in the federal court with jurisdiction over Iredell County. Each party consents to personal jurisdiction and venue there.

These Terms do not require arbitration and do not contain a class-action waiver.

17. Changes to the Service or Terms

We may update the Service and these Terms. If a change materially affects existing account holders' rights or obligations, we will provide reasonable advance notice, generally at least 30 days, by email or through the Service. Changes required for law, security, or urgent operational reasons may take effect sooner when reasonably necessary.

If you do not agree to a material change, you may cancel before it takes effect. Continued use after the effective date constitutes acceptance to the extent permitted by law.

18. General provisions

If any provision is held invalid or unenforceable, it will be limited or severed to the minimum extent necessary, and the remaining provisions remain in effect. A failure to enforce a provision is not a waiver. These Terms, the Privacy Policy, the Participation Agreement, and any checkout terms or written service-specific terms we expressly incorporate constitute the agreement concerning the Service and supersede prior inconsistent statements on the same subject.

You may not assign your account or these Terms without our written consent. We may assign these Terms in connection with a reorganization, sale, transfer, or succession of the business, subject to applicable privacy and consumer-protection law.

19. Contact

- Email: jbmbaseball@icloud.com
- Phone: +1 (704) 713-0722
- Business location: Statesville, North Carolina

The Mound Method | Baseball Pitching Programming | Two Coaching Calls Monthly | Optional In-Person Lessons