

ATC Academy Australia Terms and Conditions

This Subscription Agreement ("Agreement") is entered into between you (referred to herein as "Subscriber" or "You") and ATC Academy ("ATC", "we", "us", or "our") regarding the terms and conditions of your subscription to the ATC Academy Recruiting Service ("Service"). By accessing and using the Service, you agree to be bound by the terms and conditions set forth in this Agreement.

1. Subscription Details

1.1 Subscribers to any membership within our Service (Gold, Silver, or Bronze) receive access to our athlete portal and exposure to our athletes for 365 days from the time of purchase.

1.2 Your subscription will auto-renew if you do not cancel this service ahead of time. You will be notified two weeks before renewal to allow cancellation if you wish to do so.

1.3 Membership Tiers:

- Gold Membership: Details of athletes in our upcoming class as well as the next 2 classes (e.g., class of '25, '26, and '27): \$1500 USD per year + taxes
- Silver Membership: Details of athletes in our upcoming class as well as the next class (e.g., class of '25 and '26): \$1000 USD per year + taxes
- Bronze Membership: Details of athletes in our upcoming class (i.e., Class of '25): \$700 USD per year + taxes

1.4 Our service creates unlimited opportunities to zoom-call each ATC athlete you deem would be a good fit (based on fair-use policy to avoid wasting your time or that of our athletes), as well as the opportunity to recruit both our representative and elite players, including State and National representatives. All subscribed colleges are actively supported by our team. ATC cannot guarantee that every subscribing college will sign an ATC player every year. ATC does guarantee excellent service and communication.

2. Subscription Agreement

2.1 By purchasing an annual subscription to ATC Academy, you will have full access to all our athlete profiles and information as outlined in our service offering found on our website.

2.2 The Subscription period is 12 months ("Term") from the date of payment and is non-refundable. This is a subscription for a single user acting on behalf of a single USA-based College.

2.3 All information packs and videos are the property of ATC Academy and are made available to you to assess whether an athlete could be a prospect for your program. You may not sell, license, sublicense, or otherwise transfer these information packs or videos to others without our written permission.

3. Subscriber Responsibilities

3.1 You agree to provide true, accurate, current, and complete information ("Account Information") about yourself and the college you represent as prompted by the subscription registration processes.

3.2 You further agree to maintain the confidentiality of your username and password, and not allow another person outside of your institution to use your credentials to access and use the Service.

3.3 You are solely responsible for any and all activities that occur under your account, including any charges incurred relating to the Service.

4. Termination and Cancellation

4.1 Either you or we may terminate or cancel your Subscription Agreement at any time. If we terminate your subscription without cause before the end of the Term, we will refund any unused portion of such period on a pro-rata basis.

4.2 If your subscription is terminated or canceled due to any breach of the terms and conditions of this Agreement by you, all fees and charges are non-refundable.

5. Limitation of Liability

5.1 You acknowledge that ATC provides no guarantee as to the performance or behavior of any athlete you select through our recruiting services.

5.2 You accept that there is no guarantee that any ATC athlete will commit and sign to your program.

5.3 Any agreement made with the athlete is between you and the athlete.

6. Acknowledgment

6.1 You acknowledge that you have read this Agreement, understand it, and had an opportunity to seek independent legal advice before agreeing to it.

6.2 In consideration of ATC Academy agreeing to provide all athlete content, you agree to be bound by the terms and conditions of this Agreement.

6.3 This Agreement constitutes the complete and exclusive statement of the agreement between you and ATC Academy, which supersedes any proposal or prior agreement, oral or written, and any other communication between you and ATC Academy relating to the subject of this Agreement.

For any inquiries or assistance regarding your Membership, please contact us at [email] or by mail at the address provided.

By using our Service, you agree to abide by these Terms and Conditions. If you do not agree to these Terms and Conditions, please refrain from using our Service.

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