

407 SPORTS LLC

Doing Business As 407Basketball

MEMBERSHIP AGREEMENT AND TERMS AND CONDITIONS

Revision Date: October 2, 2026

Facility: 510 Ocoee-Apopka Rd, Ocoee, FL 34761

Telephone: (407) 217-6263

Email: info@407basketball.com

1. PARTIES AND ACCEPTANCE

This Membership Agreement (“Agreement”) governs the relationship between 407 Sports LLC, a Florida limited liability company doing business as 407Basketball (“Company”), and the individual purchasing a membership (“Member”).

For participants under 18 years of age, a parent or legal guardian must accept this Agreement and complete the required enrollment documents.

Before enrollment, the Company will disclose the applicable program benefits, membership price, billing schedule, minimum commitment, and additional fees. Acceptance must be documented by signature or affirmative electronic acknowledgment. The Member will receive a copy of the accepted Agreement.

Revised terms apply to new enrollments and existing memberships only to the extent properly accepted or otherwise lawfully implemented. Publication of revised terms does not retroactively authorize additional charges or extend an existing commitment.

2. MEMBERSHIP TERM AND BENEFITS

2.1 Minimum Commitment

All memberships require a minimum commitment of 90 days beginning on the activation date disclosed and accepted at enrollment, unless a longer commitment applies to the selected program.

2.2 AAU Memberships

AAU team memberships require a minimum commitment of five or six months, depending on the selected program. The exact commitment period and activation date must be disclosed and accepted at enrollment.

2.3 Month-to-Month Continuation

After completion of the applicable minimum commitment, memberships continue on a month-to-month basis until canceled under Section 5, subject to applicable law. Any legally required renewal procedure controls over conflicting language.

2.4 Included Services

Membership benefits are limited to the services expressly identified in the accepted

enrollment disclosures. Private instruction, court rentals, camps, tournaments, performance training, recovery services, and other programs are included only when expressly stated.

2.5 Non-Transferability

Memberships, passes, program benefits, and access credentials are personal to the registered participant and may not be transferred or assigned without written Company approval.

3. FEES, PAYMENTS, AND BILLING

3.1 Enrollment Disclosures

Members are responsible for fees disclosed and accepted at enrollment. The enrollment record will identify membership dues, billing frequency, the applicable minimum commitment, and additional charges.

3.2 Recurring Payments

Unless a different schedule is disclosed and accepted, membership dues are billed every 30 days, with the first payment due at enrollment.

Recurring card or bank payments require a valid payment authorization. Acceptance of this Agreement does not replace any separate authorization required by law or the payment provider.

3.3 Declined Payments

A \$20 declined-payment fee applies where disclosed and permitted by law. Members must maintain current billing information. Repeated non-payment may result in suspension or termination, subject to applicable law.

3.4 Changes to Recurring Dues

The Company may propose changes to recurring dues with at least 30 days' written notice, identifying the revised amount and effective date.

The agreed price will not increase during an existing minimum commitment without express Member agreement. After that commitment, Members may cancel before an increase takes effect without an additional cancellation penalty.

Any expressly accepted price guarantee remains subject to its written terms.

3.5 Annual Facility Maintenance Fee

An annual facility maintenance fee of \$49.99 applies per family billing account. It is charged on January 1 of each calendar year, beginning January 1, 2027, while at least one membership on the account remains active.

The fee supports court upkeep, equipment maintenance, cleaning, repairs, and shared facility maintenance. It is separate from recurring membership dues and does not purchase additional services, access privileges, or ownership rights.

Families with multiple athletes or memberships under the same billing account pay this fee once per calendar year. Membership changes or re-enrollment will not result in a duplicate maintenance fee within that year.

The amount and annual billing date must be disclosed and expressly accepted before charging. Payments will be processed only under a valid payment authorization.

Existing Members whose accepted terms do not include an annual maintenance fee must expressly agree to this annual charge before billing. Publication of updated terms, advance notice, or continued attendance alone does not constitute consent.

The fee is subject to Section 11 and applicable law.

3.6 Additional Charges

Charges not disclosed and accepted at enrollment require express agreement before billing, except where otherwise lawfully authorized.

3.7 Billing Errors

Suspected billing errors should be reported promptly to info@407basketball.com. Duplicate, unauthorized, or incorrectly processed charges will be investigated and corrected as appropriate. This process does not restrict statutory or payment-provider dispute rights.

4. MEMBERSHIP FREEZE

Members who have completed their initial commitment and whose accounts are in good standing may request a membership freeze of up to three months at \$5.99 per month.

A freeze becomes effective only after written confirmation identifying the freeze dates, access restrictions, reactivation date, and treatment of any annual maintenance fee scheduled during the freeze.

Statutory cancellation rights remain unaffected.

5. CANCELLATION AND TERMINATION

5.1 Obligations During the Minimum Commitment

Members remain responsible for payments during their accepted minimum commitment, except where cancellation is required by law or a documented hardship exception is approved in writing.

Hardship requests are evaluated individually. Approval of an exception does not establish an entitlement to exceptions in other circumstances.

5.2 Cancellation After the Minimum Commitment

Cancellation requests must be emailed to info@407basketball.com at least three business days before the next scheduled billing date.

The Company will confirm receipt. A properly delivered cancellation notice remains effective even if confirmation is not received.

Removing, blocking, or replacing a payment method does not itself cancel membership or eliminate valid payment obligations.

The annual maintenance fee will not be charged if all memberships on the family billing account have been validly canceled with an effective cancellation date before January 1.

5.3 No Voluntary Enrollment Refund Period

The Company does not offer a voluntary enrollment refund period.

Except where required by applicable law, expressly provided in accepted purchase terms, or approved in writing by an authorized Company representative, properly authorized payments are final and non-refundable.

Enrollment, nonattendance, non-use, or a subsequent decision not to participate does not independently create a refund entitlement.

5.4 Mandatory Cancellation and Refund Rights

Nothing in this Agreement limits cancellation or refund rights required by law. Where applicable, Florida's health studio requirements govern, including protected rights concerning death, qualifying disability, facility closure, and relocation.

5.5 Suspension or Termination by the Company

The Company may suspend or terminate participation for non-payment, material rule violations, unsafe conduct, harassment, unauthorized access, or other material breaches.

Immediate suspension may be imposed where reasonably necessary to protect participants, staff, or property. Financial consequences remain subject to this Agreement and applicable law.

6. ACCESS AND SECURITY

Access credentials may be used only by the authorized participant. Sharing credentials, permitting unauthorized entry, or bypassing access controls is prohibited.

Lost or compromised credentials must be reported promptly. Replacement charges must be disclosed and accepted before billing.

Unauthorized access may result in suspension or termination. The Company may pursue lawful remedies for documented losses or damage.

7. DROP-IN ACCESS AND SINGLE-USE PURCHASES

7.1 Drop-In Rate

The drop-in rate is \$50.00 per participant, per visit, payable in full before participation. Each purchase permits one-time participation in the session identified at booking.

7.2 Scope of Access

Drop-in access is subject to availability, eligibility, facility rules, and staff approval. Private instruction, court rentals, performance training, recovery services, and other separately priced services are excluded unless expressly included in the purchase confirmation.

7.3 Single-Use Restriction

Purchases are valid only for the participant, session, and date confirmed at booking. They are non-transferable and may not be divided, reused, or applied to another purchase without written approval.

7.4 Refunds and Nonattendance

Except where required by law or expressly stated in accepted purchase terms, drop-in purchases are final and non-refundable.

No refund, credit, or replacement session is provided for participant cancellation, nonattendance, late arrival, early departure, schedule conflicts, or a decision not to participate.

If the Company cancels the purchased session and cannot provide the agreed service, the participant may choose a replacement session or a refund of that session's purchase price.

7.5 Registration Requirements

Participants must complete registration and applicable waivers before participation. A parent or legal guardian must complete required documents for minors. Payment alone does not satisfy these requirements.

7.6 No Recurring Membership

A drop-in purchase does not establish membership, create a minimum membership commitment, or authorize recurring charges. Purchasing a drop-in alone does not trigger the annual maintenance fee.

8. FACILITY OPERATIONS AND MAINTENANCE

The Company may reasonably modify schedules, staffing, court assignments, or access for maintenance, repairs, events, safety, or operational needs. Advance notice will be provided when reasonably practicable.

Membership does not guarantee a particular instructor, court, or time slot unless expressly stated in accepted enrollment terms.

Temporary changes do not automatically create a refund or credit entitlement. Legally required remedies remain available, including remedies arising from qualifying closures or material service failures.

9. PRIVATE TRAINING AND THIRD-PARTY SERVICES

Private instruction and third-party services are included only when expressly identified in the purchased program.

Separately purchased services may require additional agreements and payment authorizations. Members will be informed when a service is provided by an independent third party.

Responsibility for third-party services will be determined under applicable law and the relevant agreements. Liability that cannot lawfully be excluded remains unaffected.

10. HEALTH, PARTICIPATION, AND LIABILITY DOCUMENTS

Members are responsible for determining whether participation is appropriate for their health and obtaining medical advice when needed.

Participants must follow safety instructions and promptly report injuries or conditions relevant to safe participation.

Athletic activities involve risks, including falls, collisions, equipment-related injuries, and physical exertion. Any assumption-of-risk agreement, liability release, or minor-participant waiver must be provided separately and comply with applicable law.

This Agreement does not waive liability that cannot lawfully be waived.

11. PAYMENT FINALITY AND REFUND POLICY

11.1 General Policy

Except for rights required by applicable law, express accepted purchase terms, or an approved written exception, properly authorized membership dues, annual maintenance fees, drop-in charges, and other fees governed by this Agreement are final and non-refundable.

The Company does not provide a voluntary enrollment refund period. Separately accepted terms govern camps, tournaments, rentals, and other programs.

11.2 Availability of Membership Services

Membership dues purchase the availability of agreed benefits during the applicable billing period. Failure to attend or use available services does not independently create a refund, credit, or payment reduction.

11.3 Circumstances That Do Not Independently Create Refund Rights

Subject to contractual and statutory exceptions, refunds or credits are not provided solely because of:

- (a) Non-use or missed sessions.
- (b) Personal, school, work, or transportation conflicts.
- (c) Vacation, travel, or changed personal plans.
- (d) Late arrival or early departure.
- (e) Preference for another instructor, team, or available time slot when a specific assignment

was not guaranteed.

(f) Dissatisfaction with athletic progress, playing time, team selection, or competitive results where agreed services were provided.

11.4 No Guarantee of Athletic Outcomes

The Company provides the training and participation opportunities described in accepted program terms. It does not guarantee improvement, playing time, a starting position, team selection, scholarships, recruitment outcomes, or competitive results unless an express written commitment states otherwise.

11.5 Annual Maintenance Fee Refunds

The \$49.99 annual maintenance fee is subject to Section 11.1. Cancellation after a properly disclosed, accepted, and authorized charge does not independently create a refund entitlement. Refunds required by law remain available.

11.6 Prior Charges and Partial Billing Periods

Cancellation stops future billing as provided in Section 5. It does not automatically reverse valid prior charges or eliminate obligations during an accepted minimum commitment.

No partial-period refund is provided solely because cancellation occurs during a billing period, except as required by law or accepted terms.

11.7 Protected Circumstances

Requests involving death, qualifying disability, facility closure, relocation, or other legally protected circumstances will be evaluated under applicable law. Supporting documentation may be requested where legally permitted.

11.8 Written Exceptions

Discretionary refunds, credits, or adjustments must be confirmed in writing by an authorized Company representative. An exception does not create a continuing entitlement or modify other purchases.

11.9 Payment Disputes

Members are encouraged to report billing concerns promptly. Nothing restricts the right to dispute unauthorized charges, contact payment providers, or exercise protected legal rights.

A payment dispute does not itself cancel membership.

11.10 Mandatory Rights

This policy does not waive mandatory rights, excuse failure to provide purchased services, or authorize unaccepted charges.

12. PROMOTIONS AND PASSES

Promotions are subject to the eligibility, availability, and expiration terms disclosed when offered.

Promotional benefits have no cash value unless expressly stated or required by law. Offers may be discontinued prospectively, but accepted or purchased benefits will be honored according to their terms.

13. GOVERNING LAW AND VENUE

Florida law and applicable federal law govern this Agreement.

To the extent permitted by law, proceedings will be brought in a court with appropriate jurisdiction serving Orange County, Florida.

Members retain the right to contact regulators and exercise legally protected rights.

14. NOTICES AND CONTACT INFORMATION

407 Sports LLC d/b/a 407Basketball
510 Ocoee-Apopka Rd
Ocoee, FL 34761

Telephone: (407) 217-6263

Email: info@407basketball.com

Routine communications and cancellation requests should be submitted by email. Notices may also be delivered through any method permitted or required by law.

Members must maintain current contact information.

15. PARENT OR LEGAL GUARDIAN RESPONSIBILITY

An adult enrolling a minor represents that they have lawful authority to complete enrollment.

The adult purchaser is responsible for payment obligations expressly accepted and for ensuring the minor follows applicable rules.

Any minor-participant liability release must be provided separately and comply with applicable law.

16. CONDUCT AND PERSONAL PROPERTY

Members and guests must follow facility rules and reasonable staff instructions. Threats, harassment, intentional property damage, and conduct endangering others are prohibited.

Members must secure their belongings. To the extent permitted by law, the Company is not responsible for lost, stolen, or damaged personal property.

Responsibility for documented damage caused by intentional misconduct or negligence will be determined under applicable law. Normal wear and tear is excluded.

Damage claims do not authorize automatic charges without a lawful basis and required payment authorization.

17. RECORDS AND ELECTRONIC ACCEPTANCE

The Company may retain accepted agreement versions, enrollment disclosures, electronic acknowledgments, fee consents, payment authorizations, notices, and receipts to the extent permitted by law.

Records may be used to administer memberships and resolve disputes, subject to applicable privacy and recordkeeping requirements.

18. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, accepted enrollment disclosures, payment authorizations, and separately accepted program agreements comprise the membership arrangement.

Individual discounts, payment arrangements, hardship exceptions, and modifications must be confirmed in writing by an authorized Company representative.

Material payment changes require the notice, consent, and authorization described in Section 3. Revised terms do not retroactively alter accepted obligations.

This section does not eliminate responsibility for representations or disclosures where applicable law provides otherwise.

19. SEVERABILITY AND NON-WAIVER

If a provision is invalid or unenforceable, the remaining provisions continue to the extent permitted by law.

A delay or failure to enforce a provision does not automatically waive later enforcement. Mandatory legal rights control over conflicting terms.

20. SAFETY, INCIDENT REPORTING, AND ENFORCEMENT

Participants must follow activity restrictions and reasonable staff instructions. The Company may stop participation or restrict access when reasonably necessary to address safety concerns.

Injuries, unsafe conditions, equipment concerns, and property damage should be reported promptly. Delayed reporting does not waive protected legal rights.

The Company may retain lawfully collected attendance records, communications, and incident reports to address documented violations or disputes.

For material breaches, the Company may pursue remedies available under this Agreement and applicable law. This does not impose an additional penalty, authorize automatic damage charges, or eliminate required refunds.

ACKNOWLEDGMENT AND ACCEPTANCE

By signing or affirmatively accepting electronically, the Member or parent/legal guardian acknowledges receipt and acceptance of this Agreement and the completed enrollment disclosures identifying program benefits, price, billing schedule, minimum commitment, and cancellation terms.