

Privacy Policy and Terms of Service

Privacy Policy

Virtual Pitching Academy / Virtual Pitching LLC has created this privacy statement in order to demonstrate our firm and continuing commitment to the privacy of personal information provided by those visiting and interacting with this web site. We hold the privacy of your personal information in the highest regard. The following discloses our information gathering and dissemination practices for this website.

We recognize the importance of protecting your privacy and our policy is designed to assist you in understanding how we collect, use and safeguard the personal information you provide to us and to assist you in making informed decisions when using our site. This policy will be continuously assessed against new technologies, business practices and our customers' needs.

What Information Do We Collect?

When you visit this website you may provide us with two types of information: personal information you knowingly choose to disclose that is collected on an individual basis and website use information collected on an aggregate basis as you and others browse our website.

1. Personal Information You Choose to Provide

Registration Information

When you register for any of our products, services or newsletters you will provide us information about yourself.

Credit Card Information

If you choose to avail of our services, you may need to give personal information and authorization to obtain information from various credit services. For example, you may need to provide the following information:

-Name

-Mailing address

- Email address
- Credit card number
- Name on credit card
- Credit card billing address
- Business and home phone number

Email Information

If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses. We provide the same protections for these electronic communications that we employ in the maintenance of information received by mail and telephone.

2. Website Use Information

Similar to other commercial websites, our website utilizes a standard technology called “cookies” (see explanation below, “What Are Cookies?”) and web server log files to collect information about how our website is used. Information gathered through cookies and web server logs may include the date and time of visits, the pages viewed, time spent at our website, and the websites visited just before and just after our website.

How Do We Use the Information That You Provide to Us?

Broadly speaking, we use personal information for purposes of administering our business activities, providing the products and services you requested, to process your payment, to monitor the use of the service, our marketing and promotional efforts and improve our content and service offerings, and customize our site’s content, layout, services and for other lawful purposes. These uses improve our site and better tailor it to meet your needs. Furthermore, such information may be shared with others on an aggregate basis. Personally identifiable information or business information will not be shared with parties except as required by law. Occasionally, we may also use the information we collect to notify you about important changes to our website, new services, and special offers we think you will find valuable. You may notify us at any

time if you do not wish to receive these offers by emailing us at the link provided on the newsletter.

What Are Cookies?

A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that site's computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites. Browsers are usually set to accept cookies. However, if you would prefer not to receive cookies, you may alter the configuration of your browser to refuse cookies. If you choose to have your browser refuse cookies, it is possible that some areas of our site will not function as effectively when viewed by the users. A cookie cannot retrieve any other data from your hard drive or pass on computer viruses.

How Do We Use Information We Collect from Cookies?

As you visit and browse our website, the site uses cookies to differentiate you from other users. In some cases, we also use cookies to prevent you from having to log in more than is necessary for security. Cookies, in conjunction with our web server's log files, allow us to calculate the aggregate number of people visiting our website and which parts of the site are most popular. This helps us gather feedback to constantly improve our website and better serve our clients. Cookies do not allow us to gather any personal information about you and we do not intentionally store any personal information that your browser provided to us in your cookies.

IP Addresses

IP addresses are used by your computer every time you are connected to the Internet. Your IP address is a number that is used by computers on the network to identify your computer. IP addresses are automatically collected by our web server as part of

demographic and profile data known as “traffic data” so that data (such as the web pages you request) can be sent to you.

Sharing and Selling Information

We do not share, sell, lend or lease any of the information that uniquely identify a subscriber (such as email addresses or personal details) with anyone except to the extent it is necessary to process transactions or provide services that you have requested.

How Can You Access and Correct Your Information?

You may request access to all your personally identifiable information that we collect online and maintain in our database by emailing us at the usual address.

What About Legally Compelled Disclosure of Information?

We may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of our legal rights. We may also disclose account information when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating our Terms of Service or to protect the safety of our users and the Public.

What About Other Websites Linked to Our website?

We are not responsible for the practices employed by websites linked to or from our website or the information or content contained therein. Often links to other websites are provided solely as pointers to information on topics that may be useful to the users of our website. Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including websites, which have a link on our website, is subject to that website’s own rules and policies. Please read over those rules and policies before proceeding.

Your Consent

By using our website you consent to our collection and use of your personal information as described in this Privacy Policy. We reserve the right to amend this privacy policy at any time with or without notice.

Our Commitment To Data Security:

Please note that your information will be stored and processed on our computers in the United States. The laws on holding personal data in the United States may be less stringent than the laws of your Country of residence or citizenship. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

Choice/Opt-In/Opt-Out

This site allows visitors to unsubscribe so that they will not receive future messages. After unsubscribing we will discontinue sending the particular messages as soon as technically feasible.

Surveys & Contests

From time-to-time our site requests information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

A Special Note About Children

Children are not eligible to use our services unsupervised and we ask that children (under the age of 14) do not submit any personal information to us. If you are a minor, you can use this service only in conjunction with permission and guidance from your parents or guardians.

Acquisition or Changes in Ownership

In the event that the web site (or a substantial portion of its assets) is acquired, your information would be considered part of those assets, and may be part of those assets that are transferred.

Policy Modifications

We may change this Privacy Policy from time to time. If/when changes are made to this privacy policy, we will email users who have given us permission to do so. We will post any changes here, so be sure to check back periodically. However, please be assured that if the Privacy Policy changes in the future, we will not use the personal information you have submitted to us under this Privacy Policy in a manner that is materially inconsistent with this Privacy Policy, without your prior consent.

Terms of Service

Virtual Pitching Academy / Virtual Pitching LLC has taken every effort to design our website to be instructional, practical and results oriented. As we strive to accomplish that, we ask that you let us know if you'd like to see improvements or changes that would make it even easier for you to find or engage the information you need and want. All we ask is that you agree to abide by the following Terms and Conditions. Take a few minutes to look them over because by using our site/software you automatically agree to them. Naturally, if you don't agree, please do not use the site. We reserve the right to make any modifications that we deem necessary at any time. Please continue to check these terms to see what those changes may be. Your continued use of the website means that you accept those changes.

Purchases

If you wish to purchase any product or service made available through the service, you may be asked to supply certain information relevant to your purchase including, without limitation, 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 card(s) or other payment method(s) in connection with any

purchase; and that (ii) the information you supply to us is true, correct and complete. The service may employ the use of third party services for the purpose of facilitating payment and the completion of purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. To facilitate 1-click ordering inside our members area, we may temporarily store your payment information in our secured database, allowing you to upgrade your order or purchase additional resources without re-entering your credit card information. All information is encrypted and transmitted without risk using a Secure Sockets Layer protocol. Memberships automatically renew, on an annual basis on the date which you originally purchased. We will not sell or rent your personal contact information for any marketing purposes whatsoever. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Restrictions on Use of Our Online Materials

All Online Materials on the site, including, without limitation, text, software, names, logos, trademarks, service marks, trade names, images, photos, illustrations, audio clips, video clips, and music are copyrighted intellectual property. All usage rights are owned and controlled by the site. You, the visitor, may download certain Online Materials for non-commercial, personal use only provided you 1) retain all copyright, trademark and proprietary notices, 2) you make no modifications to the materials, 3) you do not use the materials in a manner that suggests an association with any of our products, services, events or brands, and 4) you do not download quantities of materials to a database, server, or personal computer for reuse for commercial purposes. You may not, however, copy, reproduce, republish, upload, post, transmit or distribute Online Materials in any way or for any other purpose unless you get our written permission first.

Neither may you add, delete, distort or misrepresent any content on the site. Any attempts to modify any Online Material, or to defeat or circumvent our security features is prohibited. Everything you download, any software, all files, all images incorporated in or generated by the software, and all data accompanying it, is considered licensed to you by the site or third-party licensors for your personal, non-commercial home use only. We do not transfer title of the software to you. That means that we retain full and complete title to the software and to all of the associated intellectual-property rights. You may not redistribute or sell the material or to reverse-engineer, disassemble or otherwise convert it to any other form that people can use.

Submitting Your Online Material to Us

All remarks, suggestions, ideas, graphics, comments, or other information that you send to the site through our site (other than information we promise to protect under our Privacy Policy becomes and remains our property, even if this agreement is later terminated. That means that we don't have to treat any such submission as confidential. You may not sue us for using ideas you submit. If we use them, or anything like them, we don't have to pay you or anyone else for them. We will have the exclusive ownership of all present and future rights to submissions of any kind. We can use them for any purpose we deem appropriate to our site mission, without compensating you or anyone else for them. You acknowledge that you are responsible for any submission you make. This means that you (and not we) have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

Warranties Disclaimed

The services and products of The Hitting Vault are made available "as is," without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, non-infringement, or otherwise, all such warranties being expressly disclaimed. To the extent allowed by law, neither Virtual Pitching LLC nor any of its service providers, information providers,

licensors, employees, officers, directors, members, assignees, or agents shall have any liability for incidental, consequential, indirect, exemplary, punitive, or special damages suffered by you or any other party arising out of or related to your use of the Virtual Pitching Academy website, published programs, videos, services or products, or your purchase of services or products from Virtual Pitching Academy via the website or otherwise.

Limitation of Liability

THIS SITE WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ANY OF ITS SITE.

THESE INCLUDE (BUT ARE NOT LIMITED TO) DAMAGES OR INJURY CAUSED BY ANY:

- * USE OF (OR INABILITY TO USE) THE SITE OR OUR ONLINE MATERIALS
- * USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM OUR SITE
- * FAILURE OF OUR SITE TO PERFORM IN THE MANNER YOU EXPECTED OR DESIRED
- * ERROR ON OUR SITE
- * OMISSION ON OUR SITE
- * INTERRUPTION OF AVAILABILITY OF OUR SITE
- * DEFECT ON OUR SITE
- * DELAY IN OPERATION OR TRANSMISSION OF OUR SITE
- * COMPUTER VIRUS OR LINE FAILURE
- * PLEASE NOTE THAT WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING:
 - DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY
 - DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS “CONSEQUENTIAL DAMAGES.”)

- OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS “INCIDENTAL DAMAGES.”)

WE ARE NOT LIABLE EVEN IF WE’VE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR BOTH.

EXCEPTION: CERTAIN STATE LAWS MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE “INCIDENTAL” OR “CONSEQUENTIAL” DAMAGES. IF YOU LIVE IN ONE OF THOSE STATES, THE ABOVE LIMITATION OBVIOUSLY WOULD NOT APPLY WHICH WOULD MEAN THAT YOU MIGHT HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES.

HOWEVER, IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF ANY AND EVERY KIND (WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT, OR THEY’RE CLAIMED UNDER ANY OTHER LEGAL THEORY) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID IF ANYTHING TO ACCESS OUR SITE.

Health Disclaimer

Virtual Pitching Academy may provide sports training, wellness, physical training, fitness, nutrition and other related information, applications, and content. If so, then it is intended only to assist users in their personal training, wellness, physical fitness, nutrition and sports efforts. Virtual Pitching LLC is not a medical organization and cannot – and does not – give you medical advice or a medical diagnosis. Nothing contained in the Virtual Pitching Academy website or online services should be construed as medical advice or a medical diagnosis. Any information and reports generated by Virtual Pitching Academy should not be interpreted as a substitute for

physician consultation, evaluation, treatment, or good sense and personal judgment about one's own condition.

Participating in any type of sports has inherent risk of injury. The risk of injury from participation in a fitness regimen and/or from the performance of any exercise is significant, including the potential for catastrophic injury or death. You should and must consult a medical professional before undertaking any fitness regimen or exercise program, including any exercises or techniques set forth or described on this website.

Any text, pictures, and description set forth in this website or in other online or in-person services is for educational purposes only (e.g., the information illustrates and explains various fitness-related and exercise techniques) and does not advise that you or any other website user undertake or perform any particular technique or exercise. You agree that you will not undertake or perform any exercise or technique described in this website or otherwise by Virtual Pitching Academy until and unless you consult with and are cleared by a medical doctor in relation to such participation. All users of this website, online services and/or the other products and services of Virtual Pitching Academy are specifically warned to seek professional medical advice prior to initiating any form of sports training, physical training, or exercise regimen.

Links to Other Site

We sometimes provide referrals to and links to other World Wide websites from our site. Such a link should not be seen as an endorsement, approval or agreement with any information or resources offered at sites you can access through our site. If in doubt, always check the Uniform Resource Locator (URL) address provided in your WWW browser to see if you are still in a Virtual Pitching LLC operated site or have moved to another site. Virtual Pitching LLC is not responsible for the content or practices of third party sites that may be linked to our site. When Virtual Pitching Academy provides links or references to other websites, no inference or assumption should be made and no representation should be inferred that Virtual Pitching LLC is connected with, operates

or controls these websites. Any approved link must not represent in any way, either explicitly or by implication, that you have received the endorsement, sponsorship or support of any Virtual Pitching LLC site or endorsement, sponsorship or support of Virtual Pitching LLC, including its respective employees, agents or directors.

Termination of This Agreement

This agreement is effective until terminated by either party. You may terminate this agreement at any time, by destroying all materials obtained from all Virtual Pitching LLC websites, along with all related documentation and all copies and installations. Virtual Pitching LLC may terminate this agreement at any time and without notice to you, if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials. In addition, by providing material on our website, we do not in any way promise that the materials will remain available to you. Virtual Pitching LLC is entitled to terminate all or any part of any of its website without notice to you.

Jurisdiction and Other Points to Consider

If you use our site from locations outside of the United States, you are responsible for compliance with any applicable local laws. These Terms of Use shall be governed by, construed and enforced in accordance with the laws of Michigan, as it is applied to agreements entered into and to be performed entirely within such jurisdiction.

To the extent you have in any manner violated or threatened to violate Virtual Pitching LLC and/or its affiliates' intellectual property rights, Virtual Pitching LLC and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of Michigan, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Wayne County. Any costs

and fees other than attorney fees associated with the mediation will be shared equally by each of us. If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Wayne County, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

Virtual Pitching LLC may modify these Terms of Use, and the agreement they create, at any time, simply by updating this posting and without notice to you. This is the ENTIRE agreement regarding all the matters that have been discussed.

FTC Disclosure on Testimonials and Endorsements

Testimonials/endorsements on this web site may have received compensation, primarily in the form of free products. This sales page is sponsored and/or created or supported by a company, organization or group of organizations. For questions about this page, please contact us here.