



SciSports General Terms and Conditions

Version: v1.1
Date: 23 June 2026

These Terms and Conditions (the "Terms") apply to your use of SciSports Inc.'s website, applications, and services, (collectively, the "Services"), including any successor sites, applications, and any data, software, documents, and other materials made available through the Services (collectively, the "Content"). By accessing or using the Services, you unconditionally agree to be bound by these Terms, including the U.S. Privacy Policy, and you become party to this Terms and Conditions Agreement. Your access and use of the Services are also subject to all applicable laws.

SciSports Inc. reserves the right to amend, modify, or impose new conditions at any time, with or without notice. Any such changes will be reflected by updating this posting. Your continued use of the Services following any such updates constitutes your acceptance of those changes. Certain Services may be governed by separate terms. If you do not agree to such separate Terms, you should not access or use those Services.

1. Definitions

- 1.1. "Company" refers to SciSports Inc., a Delaware corporation.
- 1.2. "Services" means the website, software, applications, and any related services provided by the Company in the United States.
- 1.3. "User" means any individual or entity accessing or using the Services.
- 1.4. "User Content" means any data, video, analytics, or other content submitted by Users.
- 1.5. "User Types" include (i) B2B Users such as coaches, scouts, clubs, and agents; and (ii) B2C Users such as players, parents, or guardians creating or managing individual player profiles.
- 1.6. "Paid Services" means any Services for which the User is required to pay fees or subscription charges.
- 1.7. "Confidential Information" means all non-public information shared between the Company and Users in connection with the Services, including player data, analytics, and business information.
- 1.8. "Trial Period" means the initial seven (7) day period following account activation during which a User has full access to all Platform features at no charge, prior to selecting a subscription plan.
- 1.9. "Gravity Card" means a visual player profile card comprising the player's name, photo, and consolidated performance statistics and analytics, which may be published on FCElevate.com subject to the consent requirements described in these Terms.
- 1.10. "FCElevate.com" means the public-facing website operated by SciSports Inc., accessible without authentication, on which player Gravity Cards and related content may be published subject to explicit

user consent following the conclusion of the Trial Period.

2. Acceptance of Terms

2.1. By accessing or using the Services in the United States, the User agrees to be bound by these Terms.

2.2. Users located in the European Economic Area, Switzerland, or the United Kingdom are governed by the Terms and Conditions adopted by SciSports B.V., available at <https://www.scisports.com/wp-content/uploads/2025/12/SciSports-BV-General-Terms-and-Conditions-SciSports-December-2025.pdf>

3. Eligibility

3.1. Users must be at least 13 years of age.

3.2. Users submitting information or video regarding minors under 13 represent and warrant that they have obtained verifiable parental or guardian consent in accordance with applicable U.S. laws, including the Children's Online Privacy Protection Act (COPPA).

4. Account Registration and Responsibilities

4.1. Users must provide accurate and complete registration information.

4.2. Users are solely responsible for all activity occurring under their accounts and must maintain the confidentiality of login credentials.

4.3. Users agree to comply with all applicable laws and regulations and to act in accordance with their designated User Type obligations.

4.4. Users acknowledge that certain features may be restricted based on User Type and account approval.

4.5. The Company reserves the right to suspend or terminate accounts at its discretion for suspected violations of these Terms, including but not limited to inactivity, fraudulent activity, or any conduct deemed harmful to the Company or other Users.

4.6. Users are responsible for maintaining the security of their accounts and any devices used to access the Services. Users must notify the Company promptly of any unauthorized use of their account.

4.7. Users acknowledge that the Company provides a Trial Period of seven (7) days from account activation during which full Platform functionality is available at no charge. During the Trial Period, FCElevate.com publication is not active. At the conclusion of the Trial Period, Users are required to select a subscription plan. Users agree to comply with any limitations or restrictions associated with their selected plan.

5. User Content

5.1. By submitting User Content, the User grants the Company a non-exclusive, worldwide, royalty-free license to host, reproduce, display, distribute, analyze, and otherwise use such content solely for the operation of the Services, including providing analytics to other authorized Users as permitted

under their User Type. Where a User has consented to FCElevate.com publication in accordance with Section 5.7, this license extends to display of the relevant content on FCElevate.com.

5.2. Users represent and warrant that they own all rights in their User Content or have obtained all necessary consents and authorizations, including rights of any minors depicted.

5.3. Users retain all other ownership rights in their content.

5.4. Users agree not to upload any content that infringes on third-party rights or otherwise violates privacy or publicity rights.

5.5. The Company may share User Content and analytics derived from such User Content with other Users, coaches, scouts, or analytics partners in accordance with the Service's functionality and applicable User Type restrictions.

5.6. Organization Consent Obligations and Player Invite Authorization

For all B2B Users including clubs, academies, leagues, tournaments, showcases, and similar organizations ("Organizations"), the Organization represents, warrants, and covenants on a continuing basis that:

(a) Consent Coverage. Prior to submitting any player data, email addresses, video footage, or related personal information to SciSports — whether directly or through any academy management software, registration system, or third-party platform — the Organization has obtained and documented all necessary rights, permissions, and legally valid consents from players and, where the player is under 18 years of age, from their parent or legal guardian, sufficient to authorize SciSports to:

- Receive, store, process, and analyze player email addresses and personal information for the purpose of issuing platform invitations;
- Record, receive, process, and analyze video footage and performance data;
- Generate analytics, rankings, metrics, and derived insights;
- Create and maintain player profiles within the SciSports platform; and
- Display player information, statistics, video clips, analytics, and rankings within the SciSports platform to authorized users, including coaches, scouts, and club administrators with appropriate access permissions.

(b) Player Invite Authorization. The Organization expressly authorizes SciSports to use player email addresses provided by the Organization solely for the purpose of issuing account creation invitations to players. The Organization warrants that it has the authority to provide such email addresses to SciSports for this purpose and that doing so complies with all applicable privacy and data protection laws, including but not limited to the Children's Online Privacy Protection Act (COPPA), applicable U.S. state privacy statutes, and applicable Canadian federal and provincial privacy laws including PIPEDA and provincial equivalents.

(c) Minor Players. Where any player is under 18 years of age, the Organization warrants that it has obtained all consents required under applicable federal, state, and provincial law for the processing of that minor's personal data, including parental or guardian consent where legally required. The Organization acknowledges that SciSports relies on this warranty as the primary basis for processing minor player data and issuing invitations to minor players.

(d) Compliance with Applicable Law. The Organization warrants that all consents obtained satisfy applicable federal and state privacy, data protection, publicity, image rights, NIL (Name, Image, Likeness), and youth protection laws in the jurisdictions in which the Organization operates and in which its players reside, including without limitation the laws of California, and applicable Canadian privacy law.

(e) Indemnification. The Organization agrees to indemnify, defend, and hold harmless SciSports from

any and all claims, damages, costs, and expenses — including reasonable attorneys' fees — arising from the Organization's failure to obtain, maintain, or accurately represent the consents described in this Section.

5.7. FCElevate.com Publication

Publication of any player's Gravity Card or video content on FCElevate.com requires explicit, affirmative opt-in consent from the player or, where the player is a minor, from their parent or legal guardian. Such consent is obtained through the subscription selection flow at the conclusion of the Trial Period, or during the upgrade flow for existing subscribers. FCElevate.com publication is not active during the Trial Period under any circumstances. Organizations do not have authority to consent to FCElevate.com publication on behalf of individual players. Such consent must be obtained directly from the player or their parent or legal guardian in accordance with the User Terms & Conditions and the onboarding flow requirements.

5.8. The Company reserves the right, but has no obligation, to monitor, remove, or refuse any User Content that it deems inappropriate, harmful, or in violation of these Terms.

6. Prohibited Conduct

Users shall not:

- a) Post or transmit content that is unlawful, abusive, threatening, defamatory, obscene, or otherwise objectionable in the discretion of the Company;
- b) Upload or share content of minors without verifiable parental consent;
- c) Engage in unauthorized scraping, reverse engineering, or extraction of analytics or data;
- d) Use the Services for unauthorized commercial purposes or resale;
- e) Violate applicable laws or regulations.

7. Intellectual Property

7.1. The Company retains all rights, title, and interest in its technology, analytics, software, and branding.

7.2. No license or ownership is granted except as expressly provided in these Terms.

7.3. Users shall not copy, modify, distribute, or create derivative works based on the Company's Services or Content except as expressly authorized under these Terms.

8. Fees, Payment, and Subscriptions

8.1. Users agree to pay all applicable fees for paid services in accordance with the Company's pricing terms.

8.2. Fees may be billed on a recurring subscription basis or per-use basis as specified at the time of purchase.

8.3. All payments are non-refundable unless expressly stated otherwise. Users are responsible for

providing accurate payment information and for all charges incurred under their account.

8.4. The Company reserves the right to suspend or terminate Paid Services for non-payment or fraudulent activity.

8.5. The Trial Period provides full Platform access at no charge for seven (7) days from account activation. No fees are due during the Trial Period. FCElevate.com publication is not available during the Trial Period. At the conclusion of the Trial Period, Users must select a subscription plan. If no selection is made, access to paid features will be suspended pending plan selection.

9. Privacy

9.1. Use of the Services is governed by the SciSports Inc. Privacy Policy.

9.2. Users acknowledge and agree that personal information will be collected, stored, and used in accordance with applicable U.S. privacy laws.

9.3. Users acknowledge that data may be processed by authorized sub-processors and third-party analytics as described in the Privacy Policy, available at <https://www.scisports.com/wp-content/uploads/2026/06/SciSports-Inc-Privacy-Policy-SciSports-June-2026.pdf>

10. Disclaimers

10.1. The Services are provided "as-is" and "as-available".

10.2. The Company makes no warranties, express or implied, including regarding uninterrupted service, accuracy of analytics, or fitness for a particular purpose.

11. Limitation of Liability

IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, PREDECESSORS, OR REPRESENTATIVES, OR THE COMPANY'S SUPPLIERS OR SERVICE PROVIDERS, BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE AND/OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO (A) THE CONDUCT OF USER OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, OR (B) THE TERMS, WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF OPPORTUNITY OR GOODWILL, OR COST OF REPLACEMENT SERVICES, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY'S MAXIMUM AGGREGATE LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF THE COMPANY'S AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AND THE COMPANY'S SUPPLIERS AND SERVICE PROVIDERS, TO USER OR ANY THIRD PARTIES CLAIMING UNDER OR THROUGH USER IN ANY CIRCUMSTANCE ARISING UNDER OR RELATED TO THIS AGREEMENT IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES USER PAID TO THE COMPANY PURSUANT TO THESE TERMS, OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIQUIDATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO USERS IN SUCH

STATES.

THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO DAMAGES FOR BODILY INJURY IF APPLICABLE LAW PREVENTS THE LIMITATION OF DAMAGES IN SUCH RESPECT.

12. Dispute Resolution, Binding Arbitration, and Class Action Waiver

12.1. In the event a dispute arises between User and the Company, please contact legal@scisports.com.

ANY DISPUTE ARISING FROM, PURSUANT TO, IN ACCORDANCE WITH, OR RELATING TO THE SUBJECT MATTER OF THESE TERMS SHALL BE FINALLY SETTLED BY BINDING ARBITRATION IN, COLLIN COUNTY, TEXAS, USING THE ENGLISH LANGUAGE IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES, AND EXPEDITED PROCEDURES, OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") THEN IN EFFECT AND SUBMITTED TO THE NATIONAL SPORTS ARBITRATION PANEL, BY ONE COMMERCIAL ARBITRATOR WITH SUBSTANTIAL EXPERIENCE IN RESOLVING COMMERCIAL CONTRACT DISPUTES IN THE SPORTS INDUSTRY, WHO SHALL BE SELECTED FROM THE APPROPRIATE LIST OF AAA ARBITRATORS IN ACCORDANCE WITH THE ARBITRATION RULES AND PROCEDURES OF AAA. THE PREVAILING PARTY IN ANY ARBITRATION OR OTHER PROCEEDING ARISING UNDER THESE TERMS SHALL BE ENTITLED TO RECEIVE REIMBURSEMENT OF ITS REASONABLE EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND ALL OTHER EXPENSES) INCURRED IN CONNECTION THEREWITH. JUDGMENT UPON THE AWARD SO RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION OR APPLICATION MAY BE MADE TO SUCH COURT FOR JUDICIAL ACCEPTANCE OF ANY AWARD AND AN ORDER OF ENFORCEMENT, AS THE CASE MAY BE. NOTWITHSTANDING THE FOREGOING, EACH PARTY SHALL HAVE THE RIGHT TO INSTITUTE AN ACTION IN A COURT OF PROPER JURISDICTION FOR INJUNCTIVE OR OTHER EQUITABLE RELIEF PENDING A FINAL DECISION BY THE ARBITRATOR. FOR ALL PURPOSES OF THIS AGREEMENT, THE PARTIES CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN STATE COURTS IN COLLIN COUNTY, TEXAS OR FEDERAL COURT IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION. USE OF THE WEBSITE IS NOT AUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION. USER AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE (INCLUDING, BUT NOT LIMITED TO, ANY SERVICES PROVIDED OR MADE AVAILABLE THEREIN) OR THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. THE FEDERAL ARBITRATION ACT SHALL APPLY TO ARBITRATION CONDUCTED IN ACCORDANCE WITH THIS AGREEMENT. THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO REQUEST AND HAVE A JURY TRIAL.

SHOULD USER HAVE A DISPUTE WITH ONE OR MORE USERS, OR AN OUTSIDE PARTY, USER FULLY AND FOREVER RELEASES AND DISCHARGES THE COMPANY (AND ITS OFFICERS, DIRECTORS, AGENTS, MEMBERS, MANAGERS, SUBSIDIARIES, PARENTS, SUCCESSORS, PREDECESSORS, AFFILIATES, AGENTS, JOINT VENTURES AND EMPLOYEES) AND THE COMPANY'S AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. THE COMPANY ENCOURAGES USERS TO REPORT USER-TO-USER DISPUTES TO USER'S LOCAL LAW ENFORCEMENT, POSTMASTER GENERAL,

OR A CERTIFIED MEDIATION OR ARBITRATION ENTITY, AS APPLICABLE.

THE COMPANY, FOR THE BENEFIT OF USERS, MAY TRY TO HELP USERS RESOLVE DISPUTES. THE COMPANY DOES SO IN ITS SOLE DISCRETION, AND IT HAS NO OBLIGATION TO RESOLVE DISPUTES BETWEEN USERS OR BETWEEN USERS AND OUTSIDE PARTIES. TO THE EXTENT THAT THE COMPANY ATTEMPTS TO RESOLVE A DISPUTE, IT WILL DO SO IN GOOD FAITH BASED SOLELY ON ITS POLICIES. THE COMPANY WILL NOT MAKE JUDGMENTS REGARDING LEGAL ISSUES OR CLAIMS.

12.2. USERS EXPRESSLY WAIVE THE RIGHT TO PARTICIPATE IN CLASS OR COLLECTIVE ACTIONS RELATED TO OR ARISING FROM THESE TERMS OR THE SERVICES.

13. Indemnification

USER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND (WITH COUNSEL OF THE COMPANY'S CHOICE), THE COMPANY AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, MEMBERS, MANAGERS, AGENTS, SUCCESSORS, PREDECESSORS, AFFILIATES, ASSIGNS, AND REPRESENTATIVES FROM ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES AND DEMANDS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES ARISING FROM OR RELATED TO ANY CLAIMS, ACTIONS, SUITS, OR PROCEEDINGS MADE OR BROUGHT BY ANY THIRD PARTY DUE TO OR ARISING OUT OF USER'S BREACH OF THE TERMS OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, AND/OR USER'S VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

14. Governing Law

These terms shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of law principles.

15. Modifications to These Terms

15.1. SciSports reserves the right to amend these Terms at any time. Amendments will be effective upon posting of the updated Terms to the Platform or SciSports website, with the effective date clearly indicated.

15.2. Where SciSports makes a material change to these Terms, SciSports will provide notice to Users through one or more of the following methods:

- A notice posted prominently within the Platform;
- An email to the address associated with the User's account; or
- A notice presented to the User upon their next login to the Platform.

Material changes include, without limitation, changes to data processing practices, payment terms, subscription tier features, dispute resolution procedures, or limitations of liability.

15.3. Continued use of the Platform after the effective date of any amendment constitutes the User's acceptance of the updated Terms. If a User does not agree to the updated Terms, they must discontinue use of the Platform and may request account deletion by contacting legal@scisports.com.

15.4. For minor Users aged 13–17, where a material amendment affects the processing of the minor's

personal data, the parent or legal guardian who completed payment on behalf of the minor will be notified by email. Where no payment has been made and no parent or legal guardian is directly associated with the account, notification will be provided to the minor User's registered email address, and the Organization through which the minor's account was created will be notified separately.

15.5. Amendments to these Terms apply prospectively from their effective date. No amendment will alter the terms under which personal data — in particular the personal data of minor users — was previously collected and processed without fresh and explicit consent where required by applicable law.

16. Termination

16.1. The Company may suspend or terminate a User's access, in whole or in part, for any reason, including but not limited to violations of these Terms, inactivity, or fraudulent activity.

16.2. Upon termination, licenses granted to the Company under these Terms shall survive, and Users remain responsible for any outstanding fees or obligations.

17. Contact Information

SciSports Inc. 270 Upland Square Drive #1104, Pottstown, PA 19464, United States
legal@scisports.com