

Be One Sports (“BOS”) Terms of Use

Welcome to our sports technology app, the ultimate training supplement for athletes, coaches, and fans. These terms and conditions ("Terms of Use") govern your use of our app and, by extension, are a contract between you and our company. By using our app, you agree to these Terms. These Terms apply to all applications owned, operated, and maintained by or for Be One Sports, Inc., d/b/a Be One Sports, a Delaware corporation, and its affiliates (collectively, the “Company,” “BOS,” “we,” “us,” or “our”) including beonesports.com and other websites on which these Terms of Use may be linked now or in the future (“Sites”), as well as your use of the technology we provide through our mobile application, and other transactions and engagements you might have with us including but not limited to interactions via social media (collectively, “Services”).

1. GENERAL PROVISIONS

THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY, AND ANY SUPPLEMENTAL TERMS, CONDITIONS, OR RULES POSTED TO A SPECIFIC AREA OF THE SITES AND SERVICES (COLLECTIVELY, “TERMS”) SET FORTH THE LEGALLY BINDING TERMS GOVERNING YOUR USE OF THE SITE AND SERVICES.

By entering the Sites or using the Services, you acknowledge and agree to all terms, conditions, and rules stated in these Terms. You are not permitted to use the Sites or the Services if you do not agree to be legally bound by these Terms. Please read these Terms carefully.

We reserve the exclusive right to modify the Terms from time to time and may exercise such right at any time, without notice or obligation to notify. If a change to the Sites and/or Services is deemed material, as determined by us in our sole discretion, we will endeavor to provide at least fourteen (14) calendar days’ notice to users prior to the effective date of the change. By not terminating your relationship with us prior to the effective date of the change, you thereby acknowledge and agree that you agree to be bound by the updated Terms and/or Sites or Services.

1. License

1.1. Personal Use License. Under these Terms, you are granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Sites and Services for your personal use so long as you remain in compliance with these Terms. To monitor compliance, we reserve the right, but are under no obligation, to review your Account and related communications and, without notice, may terminate your license and, thus, your access to and use of the Sites or Services if we determine, based on our sole discretion, that you violated the end user guidelines set forth below.

1.2. End User Guidelines. By using the Sites and/or Services, you warrant and agree that:

- a. You are the person who you claim to be in your interactions with us, the Sites, and Services.
- b. You will use the Sites and Services as intended, in compliance with all applicable laws and regulations, and you will not use them to defraud, harm, harass, or impersonate another person.
- c. You will take all reasonable precautions to prevent unauthorized or improper use of your login credentials;
- d. If you provide us with feedback about the Site and/or Services. This feedback, once transmitted, then becomes our property, which you agree to treat as confidential and not to disclose or use without our express prior written consent;
- e. You will not use the Sites and/or Services in any manner that is deemed, by us in our sole discretion, to defame, abuse, harass, stalk, threaten, or otherwise violate the rights of any other person.
- f. You will not use the Sites or Services to transmit communications or images containing material that is unlawful or is deemed, by us in our sole discretion, to be harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, pornographic, or discriminatory.
- g. You will not transmit any Content (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm, destruction of property or other unlawful activity, where “Content” means any and all forms of communications, by any means and media now known or hereafter developed, including without limitation communications containing comments, reviews, posts, feedback, questions, answers, notes, messages, suggestions, narrative descriptions, text, graphics (including photographs, illustrations, images, drawings, and logos), executable programs, video recordings, and audio recordings, whether created or provided by you or others.
- h. You will not transmit any Content (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- i. You will not post or otherwise publish Content that we determine, at our sole discretion, to be unlawful, indecent, or objectionable. You are and remain solely and fully responsible for any Content that you post, host, download/upload, create, access or transmit.
- j. You will not harm, or attempt to harm, minors in any way, including, but not limited to the posting, transmission, or receipt of child pornography
- k. You will not disclose or provide access to your Account to any other party.

- l. You will not reproduce, decompile, reverse engineer, or otherwise engage in any activity with the intent or effect of discovering the source code or any underlying algorithms, or recreating or transferring to yourself or any third-party all or a portion of the Sites or Services.
- m. You will not alter, modify, adapt, translate or create derivative works of the Sites or Services;
- n. You will not remove any copyright and other proprietary notices contained in the Sites and/or Services.
- o. You will not intentionally distribute software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems.
- p. You will not access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, our security measures or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- q. You will not collect, or to attempt to collect, personal information about third parties without their knowledge or consent.
- r. You will not act in connection with any activity that affects or interferes with the ability of other people or systems to access and use the Sites and/or Services, our networks and systems in general, or the Internet itself, including without limitation "distributed denial-of-service" (DDoS) attacks against another network host or individual user as well as interference with, unauthorized access to, or other violation of the security of our (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, and attempts to do any of the foregoing
- s. You will not use the Sites or Services to commit fraud, engage in or support criminal activity, or to tamper, interfere, otherwise hinder anyone's use of the Sites or Services.

You are responsible for taking prompt corrective action(s) to remedy any violation of these Terms by you and to help prevent similar future violations.

We reserve the right to suspend your use of and access to the Sites and/or Services and terminate your license and membership without notice upon your violation of these Terms. We also may remove any Content that in our sole and absolute discretion we deem violates these Terms. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing.

You agree to defend, indemnify, and hold us and our subsidiaries, affiliates, officers, agents, suppliers, employees, partners and licensors harmless from and against any claims, actions or demands, including, without limitation, reasonable legal and expert

fees, arising or resulting from (i) your Content, (ii) your breach of these Terms, or (iii) your violation of law in connection with your use of the Sites and/or Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

2. Password and Account Security

When completing either the online or in-app registration process, you may create your own username and/or password. When registering your account, you must provide accurate and complete information in the required fields.

2.1. Account Guidelines. You further agree that:

- i. When creating a username, you will not select the name of another person with the intent to impersonate that person or use as a username any name subject to any rights of a person other than you without appropriate authorization;
- ii. You will not register under the name of another person, choose a username that is vulgar, profane or otherwise offensive, choose a username that impersonates or suggests representation of another person or entity, or choose a username that includes a solicitation
- iii. You are responsible for ensuring and maintaining the security of your Account, including your username, password, other login credentials, as well as systems, machines and/or devices on which you use the Sites and/or Services, including identification and installation of any necessary patches and operating system updates. To the extent permissible by law, you are and will be held responsible and accountable for the consequences associated with any unauthorized and/or unlawful use(s) of your Account;
- iv. You will be held responsible for all use of your username and password, including, without limitation, any use by any authorized or unauthorized third party.
- v. You will not obtain, or attempt to obtain, another user's Account username and password, or other login credentials.
- vi. You will keep your username and password confidential.
- vii. You will not share your Account, username, password, or other login credentials with others under any circumstances;
- viii. You will not post or publish your Account credentials anywhere where they can be seen by anyone other than You; and
- ix. You will notify us immediately of any breach of security or unauthorized use of your Account or password.

We reserve the right to suspend or terminate your use of the Sites or Services if we believe that your Account, username, and/or password is being used without permission or in a manner that is inconsistent with the intended use and purpose of the Sites or Services.

3. **Billing, Payment, Cancellation.** Monthly subscriptions are billed through Stripe and can be managed through the Billing tab in the platform. Subscriptions are billed at the beginning of each month. You can cancel your subscription at any time. Upon cancelling, any subscriptions paid will extend through the remaining of the month. Cancelling service will delete your profile and from access. Upon reinstating your subscription, your profile starts new.
1. **Payment Methods.** When creating your Account, you will be required to save with us or our payment processor at least one credit or debit card as an primary payment method. If your primary payment method is declined during a transaction or has expired, you will be asked for a secondary payment method, which will also be saved to your Account. You remain responsible and accountable for any uncollected amounts that may occur for any reason in relation to your Account. If payment is not successfully settled for any reason, we will reattempt to process payment using your primary and/or secondary payment method. If payment remains unsuccessful, we may suspend or cancel your Account. In such a case, you are responsible for any fees charged to you by your bank or card issuer. If you purchase through the Apple App Store or our iPhone/iPad app, your purchase will be subject to Apple's applicable payment policies. If you make your purchase through the Google Play store or our Android app, your purchase will be subject to Google's applicable payment policies.
2. **Cancellation..** Are we maintaining accounts for free after a user creates one. Will we have a purge period? You may cancel your Account at any time. If you cancel your Account, (1) you will continue to have access until the period for which you have paid expires or (2) you will immediately cease to have access to your account.
3. **Changes to Price and Plans.** We reserve the right to adjust pricing for any of our Services at any time in our sole discretion. If we make a material change to the Services or any features of a subscription plan, we will provide notice as described above. If we adjust the price of a subscription plan or Service to which you subscribe, we will notify you via email at least thirty (30) days prior to the effective date of the price change. Unless you cancel, you will be charged the new price beginning at your first renewal after the price change effective date.

4. **No Refunds.** Service fees are fully earned upon payment and are non-refundable. If you cancel your plan prior to its natural expiration, you are not entitled to a prorated refund.
 1. **Subscription Plans.** We offer subscription plans that allow you to use certain features of the Site and/or Services such as obtaining analysis of athletic performance and receiving educational information. We may offer different variations of plans and payment options. You agree to carefully read the disclosures provided to you prior to purchase regarding the features of the Site and/or Services that you will receive access to as part of your subscription. There is no minimum purchase obligation.
 2. **Automatic Renewal.** Your plan subscription will continue and automatically renew until cancelled by you or us. We will charge your payment method on the renewal date the then-current price (plus tax, if any). If the renewal date occurs on a weekend or holiday, we will charge your payment method on the first business day after the weekend or holiday. To avoid being charged for renewal, you must cancel your subscription at least three (3) business days prior to your renewal date.
 3. **Free/Reduced Cost Trial Period.** Your plan may begin a free or reduced cost trial period. At the end of the trial period your plan will automatically renew at the then-current standard price (plus tax, if any). To avoid being charged at renewal, you must cancel your subscription at least three (3) business days prior the last day of the trial period.

Device Requirements

To use our application on your smartphone or other device, your device must meet the specific system requirements outlined on in the Apple App Store or Google Play Store descriptions of the app.

User Data

We will maintain certain data that you transmit as part of the Services for purposes of machine learning, managing the Services, and providing the Services to you. We do not warrant that we will retain your data for any period of time or at all. You should retain copies and backups of all data you provide to us. You agree that we will have no liability to you for any loss or corruption of data you provide to us or that we store associated with your use of the Services. We will not sell, share, or otherwise publicize the data you create or transmit while using the Services.

Termination

We may suspend or terminate your use of the Sites or Services at any time for any reason and without notice to you. Upon termination, we may, but are under no obligation to, delete any and all information stored by us related to your use of the Sites or Services. If we terminate your use of the Sites or Services due to a violation of these Terms by you, as determined by us in our sole discretion, you will not be entitled to a refund of any fees paid by you to us.

Upon termination of your limited use license, you will immediately cease use of the app and we will disable your login credentials and delete your Account. Notwithstanding your account termination, your obligations to defend and indemnify the Company will survive termination of these Terms.

Disclaimer of Warranties

The Sites and Services are provided to you on an "AS IS" and "AS AVAILABLE" basis, and you have voluntarily elected to use the Sites and Services AT YOUR OWN RISK TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. WE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES REGARDING SECURITY, CURRENCY, CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY WITH RESPECT TO THE SITE AND SERVICES. We expressly disclaim, to the fullest extent permitted by applicable law, any warranties with respect to any downtime, delays or errors in the transmission or delivery of any communications, information, materials, or services through the Sites or Services.

To the extent a jurisdiction does not allow the exclusion of certain warranties, some of the above exclusions may not apply.

We do not warrant, endorse, guarantee, or assume responsibility for any third-party product or service recommended, advertised, or offered for sale on or through the Sites or Services or any website linked to the Sites or Services.

Our Intellectual Property

All copyrights, trademarks, trade dress, other intellectual property and materials, including images, text, illustrations, formats, logos, designs, icons, photographs, programs, music clips, video clips, and written and other materials on or part of the Sites and Services (collectively, the "IP") are owned, controlled or licensed by us and are protected by U.S. and international trademark and copyright laws. The absence of our name or logo does not constitute a waiver of our trademark or other intellectual property rights relating to such name or logo. All other product names, company names, marks, logos, and symbols appearing on the Sites or Services may be the trademarks and the property of their respective owners. Software used as part of the Sites and Services is our

property or our suppliers' property and is protected by U.S. and international copyright laws.

Subject to your strict compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to access, view, download, and print the materials displayed on the Sites and Services for your use and access only; provided, however, that you (i) retain all copyright, trademark or other proprietary designations or watermarks contained on all IP; (ii) do not modify or alter the IP in any way; and (iii) do not provide or make available the IP to any third party in a commercial manner. Other than this limited license, no other license, right, title, or interest in any IP is transferred to you as a result of your use of the Sites or Services or your accessing, viewing, downloading, or printing of the IP. Other than as expressly agreed in writing by the Company, you may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, reverse engineer, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the IP, the Sites, Services, or any related software.

Digital Millennium Copyright Act Notice

If you believe that any material on the Sites infringes your copyright rights, please contact our designated agent for Digital Millennium Copyright Act notices at:

BeOne Sports, Inc.

Attn: General Counsel

[Address]

[Probably time for me to have a BOS email?]

[Company phone #]

In your notice, please include:

- Your physical or electronic signature;
- Identification of the copyrighted work you claim to have been infringed, or, if there are multiple copyrighted works, a list of such works;
- Identification of the material that you claim to be infringing, and where the material is located on the Sites or Services;
- Your address, telephone number, and email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you or the law; and
- A statement, under penalty of perjury, that the information in your notice is accurate.

If the notice is submitted by someone else on your behalf, the notice must also contain a statement that, under penalty of perjury, the person submitting the notice is authorized to act on your behalf.

Limitation of Liability

IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ITS AFFILIATES, OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES OR LOST REVENUE, LOST PROFITS, LOST DATA, LOSS OF GOODWILL/REPUTATION, OR LOST ANTICIPATED BUSINESS (EVEN IF WE HAVE BEEN ADVISED OF OR COULD HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THESE TERMS, THE SITE, OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY. OUR AGGREGATE LIABILITY FOR ANY LIABILITIES, LOSSES, COSTS, DAMAGES, AND EXPENSES ASSOCIATED WITH ANY CLAIM OR ACTION RELATED TO, IN CONNECTION WITH, OR ARISING UNDER THESE TERMS, THE SITE, OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, WILL NOT EXCEED THE GREATER OF (1) THE AMOUNT PAID BY YOU TO US IN THE THREE MONTHS PRECEDING YOUR CLAIM OR (2) ONE HUNDRED DOLLARS (\$100). TO THE EXTENT A JURISDICTION DOES NOT ALLOW THE LIMITATION OF SOME LIABILITIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO INDIVIDUAL USERS.

Dispute Resolution

Any controversy, claim or dispute arising out of or related to these Terms, the Sites, and/ or the Services, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties (a "Dispute") will be solely and exclusively resolved according to the procedures set forth in this paragraph. If the parties are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute by sending notice demanding arbitration to the other party.

The demand for arbitration will be made within a reasonable time after the Dispute has arisen, but in no event will it be made more than one year from when the aggrieved party knew or should have known of the controversy, claim or facts forming the basis of the Dispute. The arbitration will be initiated and conducted according to American Arbitration Association rules and procedures for commercial arbitration, including provisions for the resolution of consumer disputes (the "Arbitration Rules"). The arbitration will be conducted in Harris County, Texas before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The decision of the arbitrator will be final without option to appeal. To the fullest extent permitted by law, the arbitrator will not have the power to award punitive, special, consequential, or indirect damages against any party. Arbitration costs and fees will be divided equally between the parties. Each party will be responsible for paying its own attorneys' fees, costs, and expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. No disputes may be arbitrated on a class or representative basis and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY AGREEING TO THESE TERMS, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS

ACTION, CLASS ARBITRATION, OR SIMILAR PROCEDURAL DEVICE; AND WAIVES ANY RIGHT IT MAY HAVE TO PRESENT ITS CLAIM OR DISPUTE IN A COURT OF LAW.

Judgment on the award rendered by the arbitrator(s), if any, may be entered for enforcement purposes in any court having jurisdiction thereof.

Governing Law

The Terms are governed according to the laws of the State of Delaware, without regard to its conflicts of law principles.

Indemnity

You will defend, indemnify, and hold the Company and its affiliates, officers, directors, owners, employees, and agents harmless from and against any and all claims, governmental investigations, demands, actions, and proceedings, real or threatened, and all losses, judgments, awards, settlements, damages, fines, injuries, penalties, and costs (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses") arising out of or related to (i) any breach or alleged breach of these Terms by you; (ii) your violation of any applicable law or regulation; or (iii) your negligence or willful misconduct in relation to your use of the Sites or Services.

Links

The Sites or Services may contain links to or be accessed through links that are owned and operated by independent third parties to which these Terms do not apply. We provide links as a convenience and the inclusion of the link does not imply that we endorse or accept any responsibility for the content on those sites. The Company is not responsible for content including but not limited to advertising claims, special offers, illustrations, names or endorsements on any other sites to which the Sites or Services may be linked to or from which the Sites or Services may be accessed. Further, the Company is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. Your linking to any other off-site pages or other sites is at your own risk. The Company recommends that you review any terms of use statement and privacy policy before using any other linked site.

Force Majeure

The Company will be excused from failures or delays in delivery or performance of the Sites and/or Services, if such failure or delay is attributable to causes outside our reasonable control such as weather, acts of God, natural disaster, war, terrorist attack, disease, epidemic/pandemic, criminal activity, riot, civil unrest, strike, or utility failure.

Miscellaneous

The Terms constitute the entire agreement and understanding between you and us. Failure by the Company to exercise or enforce any right or provision of the Terms will not operate as a waiver of such right or provision. If any provision of the Terms is

determined to be unlawful, void, or unenforceable, the parties intend that the offending provision be modified to the minimum extent necessary to be lawful and enforceable. Portions of the Terms which by their nature would survive termination of your use of the Sites or Services (e.g., disclaimer of warranties, limitation of liability, indemnification) will be deemed to survive. Headings are provided as a convenience and should not be used as interpretive aids. The Terms do not create any joint venture, partnership, employment, or agency relationship between the parties. You agree that ambiguities in the Terms will not be construed against us by attribution of drafting. We may assign any of our rights or obligations to others at any time without notice to you. You may not assign any of your rights or obligations to others without our prior written consent.