

PLAYWIZE TECHNOLOGY INC.
SERVICES TERMS AND CONDITIONS

Updated on January 1, 2022.

PLEASE READ THESE SERVICES TERMS AND CONDITIONS CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES

The following Services Terms and Conditions (“**Terms**”) are a legal contract between you and Playwize Technology Inc. (“**Playwize**”, “**we**”, “**our**” or “**us**”) that governs your use of the Services.

1. Defined Terms

In addition to terms defined elsewhere in these Terms and in our Privacy Policy, the following terms have the following meanings:

“**Academy**” means a sporting academy or other educational institution that offers sporting and athletic development opportunities for Athletes.

“**Application**” means the Playwize software application that provides access to the Services.

“**Athlete**” means an individual who competes in one or more organized individual or team sports.

“**Brand**” means a company or other entity that creates, markets or otherwise makes available any product, service or concept that has a unique identity for the purpose of sponsoring, supporting or otherwise connecting that company or other entity with one or more Athletes or Teams.

“**Services**” means the services we may offer through the Site or the Application from time to time, including your ability to create a Playwize Profile, displaying your Playwize Profile, posting opportunities for Athletes, enabling you to connect with other users, browsing our marketplace, applying for opportunities and accessing and using our administrative services.

“**School**” means a school, college, university, or other educational institution that offers sporting and athletic development opportunities for Athletes.

“**Site**” means the website operated by us at <https://www.playwize.io/> website, or such additional or alternate URL, as that website may be modified or replaced from time to time.

“**Team**” means a professional or non-professional organization having a group of individuals who play one or more sports and who offer sporting and athletic development opportunities for Athletes.

2. Your Agreement to These Terms

BY ACCESSING THE SITE, DOWNLOADING THE APPLICATION OR CREATING A PLAYWIZE PROFILE WITH US, YOU: (a) ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS IN THEIR ENTIRETY; (b) AGREE TO BE BOUND BY THESE TERMS; AND (c) ARE AUTHORIZED AND ABLE TO ACCEPT THESE TERMS. IF YOU DON'T WISH TO BE BOUND BY THESE TERMS, THEN DO NOT USE THE SITE, DOWNLOAD THE APPLICATION OR CREATE A PLAYWIZE PROFILE. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU CANNOT USE CREATE OR USE YOUR PLAYWIZE PROFILE OR OTHERWISE USE THE SERVICES. You should print or otherwise save a copy of these Terms for your records.

3. Changes to these Terms

We may update or change these Terms from time to time and recommend that you review these Terms on a regular basis. You understand and agree that your continued use of the Services after these Terms have changed constitutes your acceptance of these Terms as revised.

4. Description of the Services

The Services is a platform that includes (a) the ability for Athletes to create a personal profile to promote and market their skills, statistics and achievements; (b) a platform for Athletes to connect with other Athletes and for Teams, Schools, Academies and Brands to review Athlete profiles; and (c) a network that allows users to communicate with other users. These Terms govern only the content, features and activities related to this Service.

You understand and acknowledge that the Services are made available on an “AS IS” and “AS AVAILABLE” basis. The Services may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto (“**Device**”). We strongly encourage you to back-up all data and information on your Device prior to using the Services. **YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA.** We are not obligated to provide any maintenance, technical or other support for the Services.

Integration of Third Party Software

As part of the Services, we may integrate or otherwise provide access to third party social communication platforms, such as Facebook or Twitter, (“**Third Party Platforms**”). You understand and agree that we are not obligated to offer or continue to provide access or integration to any Third Party Platforms and that our ability to offer or continue to provide such access and integration is subject to the license and other terms of use relating to those Third Party Platforms. Your right to access and use features of Third Party Platforms is governed by the terms and conditions and privacy policies of those Third Party Platform licensors.

Changing the Services

We reserve the right to modify, suspend or stop the Services (or any part thereof), either temporarily or permanently, at any time, with or without prior notice to you. Without limiting the foregoing, we may provide notice of any such changes to the Services by posting them on our website and/or via the Services. You agree that we are not liable to you or any third party for any modification or cessation of the Services. You acknowledge that we have no express or implied obligation to provide, or continue to provide, the Services, or any part thereof, now or in the future; and in addition, we may at any time, upon prior notice as required by applicable law, institute charges or fees for the Services.

Feedback

As part of using the Services, you may have the opportunity to submit comments, suggestions or other feedback regarding the Services. You agree that in the absence of a separate written agreement to the contrary, we own all rights to any feedback provided by you and we are free to use that feedback for any purpose.

No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Services (or any part thereof) for any purpose.

5. Your Playwize Profile

In order to use certain features or functions of the Services, you must create a profile ("**Playwize Profile**") with us. When you create your Playwize Profile, you will be asked to provide a legitimate email address that you control and to create a unique user name and password. After you submit this information to us, we will send an email to you at the address you provided so that we can verify that the email address is legitimate. You will be asked to confirm your registration by clicking on the link included in our email to you. Once you have confirmed your email with us, you will be eligible to create a Playwize Profile and use the Services.

PASSWORDS ARE ISSUED ON A PERSONAL BASIS. ACCORDINGLY, ALL CONTENT OR INSTRUCTIONS TRANSMITTED BY OR RECEIVED FROM ANYONE PRESENTING YOUR PASSWORD ON THE SERVICES WILL BE DEEMED BINDING ON YOU. You are solely responsible and liable for all activity that takes place on by or through your Playwize Profile and for all actions taken via your password, whether or not made with your knowledge or authority. You agree to guard your password carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through the Services for which you will be legally responsible.

6. Your Profile Information

You have control over the nature and extent of the information contained in and displayed through your Playwize Profile. The contents of your Playwize Profile, as you may modify them from time to time, are called your "**Profile Information**".

You have the ability to control how much of your Profile Information is available for viewing users of the Service.

7. Our Privacy Policy

You understand that by creating your Playwize Profile, adding to and changing your Profile Information and using the Services, you consent and agree to the collection and use of certain information about you and your use of the Services in accordance with our Privacy Policy. Information collected when you use the Services may include technical or diagnostic information related to your use that may be used by us to maintain, improve and enhance the Services. For more information please read our full Privacy Policy.

8. Content and Your Conduct

Content

"**Content**" means any information that may be generated or encountered through use of the Services, such as data files, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other similar materials. You understand that you, and not Playwize, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Services. You understand that by using the Services you may encounter Content you may find offensive, indecent or objectionable, and that you may expose others to Content that they may find offensive, indecent or objectionable. We do not control any Content posted using the Services, nor do we guarantee the accuracy, integrity or quality of any such Content. You understand and agree that your use of the Services and any Content is solely at your own risk.

Your Conduct

You agree that you will NOT use the Services to:

- (a) upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, defamatory, abusive, obscene, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- (b) stalk, harass, threaten or harm another person;
- (c) impersonate or misrepresent yourself as another person (including a celebrity), entity, another Playwize user or a Playwize employee, or otherwise misrepresent your affiliation with a person or entity;
- (d) engage in any activity that infringes the intellectual property rights of another person;
- (e) post, send, transmit or otherwise make available any unsolicited or unauthorized messages, advertising, promotional materials, junk mail, spam or chain letters;
- (f) forge any TCP-IP packet header or any part of the header information in an email or a posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Services (known as "spoofing");
- (g) upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Services (or any part thereof) or any other computer software or hardware;
- (h) interfere with or disrupt the Services (including accessing the Services through any automated means, like scripts or web crawlers), or any servers or networks connected to the Services, or any policies, requirements or regulations of networks connected to the Services (including any unauthorized access to, use or monitoring of data or traffic thereon);
- (i) plan or engage in any illegal activity; or
- (j) gather and store personal information on any other users of the Services to be used in connection with any of the foregoing prohibited activities.

Removal of Content

You acknowledge that we are not responsible or liable for any Content provided by others and that we have no duty to pre-screen any Content or to monitor any activity conducted on the Service. However, we reserve the right to determine whether Content is appropriate and in compliance with these Terms, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in our sole discretion, if such Content is found to be in violation of these Terms or is otherwise objectionable.

Backup Your Content

You are responsible for backing up, to your Device or to other storage media, any important documents, images or other Content that you store or access via the Services. We do not guarantee or warrant that any Content you may store or access through the Services will not be subject to inadvertent damage, corruption or loss.

Access to Your Account, Profile Information and Content

You acknowledge and agree that we may access, use, preserve and/or disclose your Playwize and/or your Profile Information and Content if we are legally required to do so or if we have a good faith belief that such access, use, disclosure or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce these Terms, including investigation of any potential violation thereof; (c)

detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Playwize, its users or the public as required or permitted by law.

Violations of These Terms

If while using the Services, you encounter Content you find inappropriate, or otherwise believe to be a violation of these Terms, then you may report it by sending an email to us at support@playwize.io.

9. Content Submitted or Made Available by You on the Service

License from You

Except for material we may license to you, we do not claim ownership of the materials or Content you submit or make available on the Services. However, by submitting or posting any Content on areas of the Services that are accessible by other users or the public, you grant us a worldwide, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display that Content on the Services solely for the purpose for which that Content was submitted or made available. This license will terminate within a commercially reasonable time after you or Playwize removes that Content from the public area of the Services. By submitting or posting Content on areas of the Services that are accessible by other users or the public, you are representing that you are the owner of that Content or have the legal authority to distribute or publish it.

Changes to Content

You understand that in order to provide the Services and make your Content available on the Services, we may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices. You agree that your license to us permits us to take any such actions.

10. Trademark Information

PLAYWIZE and other Playwize trademarks, service marks, graphics and logos used in connection with the Services are trademarks or registered trademarks of Playwize Technology Inc. in Canada and/or other countries. Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of their respective owners. You are granted no right or license in any of those trademarks, and you agree that you will not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Services.

11. Intellectual Property Matters

Playwize's Proprietary Rights

You acknowledge and agree that Playwize and/or its licensors own all legal right, title and interest in and to the Services, and any software (including the Application and any Content provided in any such software) provided by Playwize to you as a part of or in connection with the Services ("**Software**"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Services (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

License From Playwize

Playwize grants you a personal, non-exclusive, non-transferable, limited license to use the Software as provided to you by Playwize as a part of the Services and in accordance with these Terms; provided that you do not (and do not permit anyone else to) copy, modify, create a derivative work of, reverse engineer,

decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Software. Your right to access and use Third Party Platforms is subject to and governed by the terms of use and privacy policies of the applicable Third Party Platform licensors.

Export Control

Use of the Services and Software, including transferring, posting, or uploading data, software or other Content via the Services, may be subject to the export and import laws of Canada and other countries. You agree to comply with all applicable export and import laws and regulations.

Software Updates

As part of the Services, you may from time to time receive updates to the Software from us that may be automatically downloaded and installed to your Device. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. You agree that we can automatically deliver those updates to you as part of the Services and that you will receive and install them as required.

12. Termination

Termination by You

You may delete your Playwize Profile and/or stop using the Services at any time.

Termination by Playwize

We may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Playwize Profile and/or your access to the Services. Cause for termination will include, but not be limited to: (a) violations of these Terms or any other policies or guidelines that are referenced in these Terms (including our Privacy Policy) and/or posted on the Services; (b) a request by you to cancel or terminate your Playwize Profile; (c) discontinuance or material modification to the Services or any part thereof; (d) a request and/or order from law enforcement, a judicial body or other government agency; (e) where provision of the Services to you is or may become unlawful; (f) unexpected technical or security issues or problems; or (g) your participation in fraudulent or illegal activity. Any such termination or suspension will be made by us in our sole discretion, and we will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Playwize Profile or access to the Services.

Effects of Termination

Upon termination of your Playwize Profile you lose all access to the Services and any portions thereof, including, but not limited to, your Playwize Profile, your Profile Information and your Content. Following termination, we will manage your Profile Information and Content in accordance with the terms of our Privacy Policy.

13. Links and Third Party Materials

Certain Content, components or features of the Services, including Third Party Platforms, may include materials from third parties or hyperlinks to other web sites, resources or Content. Because we have no control over those sites or materials, you acknowledge and agree that we are not responsible for the availability of those sites or resources, and do not endorse or warrant the accuracy of any of those sites or resources, and will in no way be liable or responsible for any Content, advertising, products or materials on or available from those sites or resources. You further acknowledge and agree that we are not responsible or liable for any damages you incur or allege to have incurred, either directly or indirectly,

as a result of your use and/or reliance upon any Content, advertising, products or materials on or available from those other sites or resources.

14. Disclaimer of Warranties

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. AS SUCH, TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET OUT BELOW MAY NOT APPLY TO YOU.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PLAYWIZE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, ADVISORS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PLAYWIZE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, ADVISORS AND LICENSORS MAKE NO REPRESENTATION OR WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) YOUR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (d) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES CAN OR WILL BE CORRECTED.

ANY MATERIAL TRANSMITTED, STORED, ACCESSED OR OTHERWISE MAINTAINED THROUGH THE USE OF THE SERVICES IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM ANY USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PLAYWIZE OR THROUGH OR FROM THE SERVICES WILL CREATE ANY REPRESENTATION, WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS.

THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS AND/OR YOUR USE OF THE SERVICES.

15. Limitation of Liability

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS SUCH, TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET OUT BELOW MAY NOT APPLY TO YOU.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PLAYWIZE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, ADVISORS AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FROM ANY DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PLAYWIZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING: (a) YOUR USE OR INABILITY TO USE THE SERVICES; (b) ANY CHANGES MADE TO THE SERVICES OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICES OR ANY PART THEREOF; (c) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICES; OR (e) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS AND/OR YOUR USE OF THE SERVICES.

16. Indemnity

You agree to defend, indemnify and hold harmless Playwize, its affiliates, subsidiaries, officers, directors, employees, agents, partners, advisors and licensors from any claim or demand, including reasonable legal fees and expenses, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Services; (b) your use of the Services; (c) any violation of these Terms by you; or (d) your violation of any rights of another. This obligation will survive the termination or expiration of these Terms and/or your use of the Services.

17. Notices

We may provide you with notices regarding the Services, including changes to these Terms, by email or by postings on our website and/or the Services.

18. Governing Law

Any litigation or other dispute resolution between you and Playwize arising out of or relating to these Terms, our Privacy Policy or your use of the Services will take place in Vancouver, British Columbia, and you hereby consent to the personal jurisdiction and exclusive venue of the Courts of the Province of British Columbia with respect to any such litigation or dispute resolution. These Terms and our Privacy Policy will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, excluding that body of British Columbia law concerning conflicts of laws. The parties expressly exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods*, and all implementing legislation thereunder.

ALL CLAIMS AGAINST PLAYWIZE MUST BE BROUGHT IN YOUR OWN CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY CREATING A PLAYWIZE PROFILE AND/OR USING THE SERVICES, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

19. General

These Terms and our Privacy Policy constitute the entire agreement between you and Playwize and govern your use of the Services. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. If any part of these Terms is held invalid or unenforceable, then that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect. The failure of Playwize to exercise or enforce any right or provision of these Terms will not constitute a waiver of that right or provision. You agree that, except as otherwise expressly provided in these Terms, there are no third-party beneficiaries to this Agreement. You agree that any provision of these Terms or our Privacy Policy that must survive in order to allow us to enforce its meaning will survive the termination of these Terms, provided that any claim or cause of action arising out of or related to these Terms, our Privacy Policy or the Services must be filed within one year after the cause of action arose or it will be forever barred.