

Playermaker

Club Service Terms and Conditions

The following Club Service Terms and Conditions ("**Terms**") are hereby incorporated by reference into the Order (as defined below). These Terms together with the Order, the SLA and the DPA (as such terms are defined below) are made part of the Subscription Agreement entered into between you (a Customer, as defined below) and the Motionize or Playermaker entity indicated in your Order (as defined below) ("**Playermaker**", "**we**", "**our**" or "**us**") and govern your access to, and use of: (i) any Playermaker software product(s) for which you have purchased a license or subscription pursuant to your Order and related documentation, and features, as well as any fixes, updates or upgrades thereto ("**Software**") as well as any support and maintenance of the same (subject also to the SLA, which shall take precedence in the event of any inconsistency with these Terms); (ii) Playermaker's application product interface ("**API**"), solely if provided to you by Playermaker pursuant to your Order; (iii) any Playermaker mobile software application(s) provided to you pursuant to your Order ("**App**"); (iv) the Playermaker sensors and any related equipment provided to you by Playermaker in connection with the Software, API and/or App ("**Device**"), ((i) - (iv) hereinafter referred to as the "**Services**"). These Terms also govern your access and use of data, information and performance results shared with you by individual users of the Playermaker UNO mobile software application and related hardware for players ("**PM UNO**").

This Subscription Agreement is effective immediately upon receipt by Playermaker of an executed copy of this Order.

Playermaker provides the Services to individuals, organizations and entities ("**Customers**") who place an order with Playermaker for Services targeted with respect to all players in a team, club and/or association of clubs or teams (each individual, a "**Team Member**") owned, controlled or operated by the Customer (each, a "**Team**").

By accessing and/or using Playermaker's Services or any part thereof, you expressly acknowledge and agree that you have understood and shall comply with, and be legally bound by, the Subscription Agreement. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by the Subscription Agreement please do not accept these Terms, sign in, access or use the Services or any part thereof.

Capitalised terms used, but not defined, shall have the meaning given to them in the Order.

1. **Ability to Accept.** By accessing and/or using the Software, API and/or the App, you affirm that you are over 18 years of age and authorized to agree and accept these Terms and/or enter into Subscription Agreement on behalf of the Customer entity you represent and in relation to the Team and Team Members of any age.
2. **Orders.** You may order Services by completing, executing and submitting to Playermaker an ordering document, executed by you in the form provided to you by Playermaker ("**Order**"). Each Order will set forth the type and description of the Services being ordered, the applicable fees payable for such Services and, if applicable, shall incorporate the Playermaker Support and Maintenance Service Level Agreement governing the support and maintenance of the App and Software available at www.playermaker.com/SLA (the "**SLA**"). Orders shall become binding upon their written acceptance by Playermaker. Playermaker shall not be responsible for providing any service or product not described in the applicable Order.
3. **Scope of Services.**
 - 3.1. Following your receipt of the Device, you shall be entitled to use the Services during the Term (as defined below), subject to the terms and conditions of the Subscription Agreement.

- 3.2. Playermaker shall provide the Services, subject to the terms and conditions of the Subscription Agreement, and in accordance with the information, parameters and criteria, set forth in your Order (if applicable) and these Terms.
- 3.3. If agreed and applicable in the Order, Playermaker shall support and maintain the App and Software in accordance with the terms of the SLA.

4. **Right to Use.**

- 4.1. If you are purchasing PM Uno, then upon receipt of the full purchase price as set out in the Order, Playermaker sells the Device to you and all title and risk shall be transferred at such time.
- 4.2. If you are purchasing the Playermaker SQUAD product, the following provisions shall apply:
 - 4.2.1. Unless otherwise agreed in writing by you and Playermaker, the Device is provided to you on loan-basis, for the duration of the Subscription Agreement ("**Loan Term**").
 - 4.2.2. Upon expiration or termination of the Subscription Agreement, you shall return to Playermaker the Devices provided to you and/or your Team Members, according to Playermaker's instructions, at your own expense and risk. You agree to comply with all of Playermaker's requirements applicable to the transportation and packaging of Devices. You shall return, and shall cause your Team Members to return, the Devices in good condition, subject only to reasonable wear and tear. If you or any Team Member fail to comply with the provisions of this Section 4.2.2, you shall be liable for any costs incurred by Playermaker as a result.
- 4.3. Subject to the terms and conditions of the Subscription Agreement and payment of any applicable fees, Playermaker grants you a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable and non-transferable right to:
 - (a) access and use the Software and the App and/or the API (if applicable), and the data included therein, and to allow your Permitted Users to access and use the Software and the App and/or the API (if applicable), and the data included therein, on a device which the applicable Permitted User (i.e., you or the Family User) owns or controls, for internal purposes, in accordance with any applicable use restrictions set forth herein. "**Permitted Users**" shall mean (i) Team Members; (ii) members of the Team's professional staff (such as coaches and advisors) authorized by the Customer to use the Services ("**Staff Users**"); and (iii) family member(s) of Team Members, authorized by the Customer to use the Services, ("**Family Users**"); and
 - (a) to allow your Team Member to use the Device in accordance with our instructions, in accordance with any applicable use restrictions set forth herein.
- 4.4. You hereby agree and acknowledge that Playermaker may provide different versions of the Software, API and/or the App to your Staff Users and to Family Users, which may contain different features and functionalities, based on the Permitted User type, and in accordance with our available service offerings and the permissions granted by you to us with respect to the Permitted Users ("**Data Access Permissions**").
- 4.5. The license shall continue from the date in which you create an Account until the license is terminated in accordance with Section 20 ("*Term and Termination*").

5. **Account.**

- 5.1. In order to use the Software and the App, you must create an Account on the Software and/or the App in connection with your use of the Software and the App ("**Customer Account**"). You hereby agree: (a) to provide accurate and complete information about yourself; (b) not to allow anyone other than yourself to access or use your Customer Account, not to create a Customer Account for any third party, not to allow anyone other than yourself to access your Customer Account and not to use the account of any third party without their permission; (c) to provide accurate and complete Customer Account and login information; (d) to keep your Customer Account password secure; and (e) to notify Playermaker immediately of any breach of security or unauthorized use of your Customer Account. You shall remain solely responsible and liable for the activity that occurs in connection with your Customer Account.
 - 5.2. In order to use the Software and the App, each of your Permitted Users must create an account ("**User Account**"). You hereby agree to remain responsible and liable for the activity that occurs in connection with your Permitted Users' User Accounts and to ensure that your Permitted Users comply with the obligations set forth in Section 5.1 above in connection with their User Account (with applicable changes).
6. **Reports.** The Software and the App, as well as the API (if applicable), allow you to access results, information and reports obtained from and created in connection with the physical training and sports-related monitoring and analysis provided via the Services ("**Reports**"). The Reports may include, without limitation:
- 6.1. For Customers, data and statistics regarding the individual and collective training of the Customer's Team Members and comparisons between Team Members.
 - 6.2. For Family Users, data and statistics regarding the individual training of the Family User's Team Member and his/her achievements and progress in relation to other players in the Team.
 - 6.3. For Team Members, data and statistics regarding their individual training and his/her achievements and progress in relation to other players in the Team.
7. **Restrictions and Usage Rules.**
- 7.1. You shall not, and shall not allow your Permitted Users or any third party to: (a) copy, distribute, broadcast, rent, lease, lend, use for timesharing or service bureau services, export, modify, adapt, translate, enhance, customize, or otherwise create derivative works of, the Services or any part thereof; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, the Services or any part thereof; (c) remove or distort any proprietary notices, labels or legends on or in the Services; (d) use any automated means to access or use the Services, nor circumvent or disable any security or technological features of the Services; (e) use, send, upload, post, transmit or introduce any device, code, routine or other item (including without limitation bots, viruses, worms, and Trojan horses) that interferes (or attempts to interfere) with the operation or integrity of the Services, nor any content that is unlawful, infringing, defamatory, deceptive, obscene fraudulent, harassing, pornographic, or abusive; (f) use the Services to design or develop any competing product or service that competes with the Services; (g) use the Services for any unlawful or fraudulent purpose, to breach the Subscription Agreement, or infringe or misappropriate any third party intellectual property, privacy, or publicity right; (h) take any action that imposes or may impose, as determined in Playermaker's sole discretion, a disproportionately large load of incoming requests on the Services infrastructure; (i) violate or abuse password protections governing access to the Software and/or the App; (j) use or direct the Services to interact with IPs or devices for which you are not expressly authorized to do so; (k) use or direct the Services to interact with IPs or devices for which you are not expressly authorized to do so; and/or (l) use the Services directly or indirectly to initiate, propagate, participate, direct or attempt any attack, hack,

or send bandwidth saturation, malicious or potentially damaging network messages to any device.

- 7.2. If you are downloading the App from a third party mobile device platform or service provider ("**Distributor**"), please be aware that the Distributor may have established usage rules which also govern your use of the App ("**Usage Rules**"). We specifically refer to the Usage Rules of certain Distributors below in Section 8 ("*Distributor Requirements and Usage Rules*"), but other Usage Rules may be applicable depending on where the App has been downloaded from. You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the App are incorporated into these Terms (and thereby in the Subscription Agreement) by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the App; if you are unable to make such a representation you are prohibited from installing and/or using the App.

8. **Distributor Requirements and Usage Rules.** If you download the App from the Apple, Inc. ("**Apple**") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Terms (and therefore in the Subscription Agreement):

8.1. You acknowledge and agree that:

- a. the Subscription Agreement is concluded between Playermaker and you only, and not with Apple, and Playermaker and its licensors, and not Apple, are solely responsible for the App and the content thereof.
- b. your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into the Subscription Agreement.
- c. the License granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;
- e. Playermaker is solely responsible for providing any maintenance and support services with respect to the App, as specified in the Subscription Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- f. Playermaker is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Playermaker's sole responsibility;
- g. Playermaker, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the App's use of HealthKit and HomeKit frameworks;

- h. in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
 - i. Apple, and its subsidiaries, are third party beneficiaries of the Subscription Agreement, and that, upon your acceptance of the terms and conditions of the Subscription Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Subscription Agreement against you as a third party beneficiary thereof.
- 8.2. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 8.3. If you have any questions, complaints, or claims regarding the App, please contact Playermaker at: Email: info@playermaker.co.uk.
- Telephone: +442038089262.
- 8.4. By entering into the Subscription Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that the Subscription Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).
9. **Delivery.** Delivery of the Device shall be made to the shipping address you provided in your Order. Playermaker shall make commercially reasonable efforts to meet the deliver the delivery period specified in your Order; however, you acknowledge that delivery is dependent on third parties outside of Playermaker's control, and in no event shall Playermaker be liable for any delays.
10. **PM Uno.** Subject to written agreement between you and Playermaker in the Order, and in accordance with the terms and conditions of such written agreement, you may permit Playermaker to approach any of your Team Members to offer them to purchase and/or receive PM UNO. If any of your Team Member choose to purchase and/or receive PM UNO, their use of PM UNO will be subject to our End User License Agreement, available at: www.playermaker.com/EULA ("**EULA**"), and they will be asked to accept the EULA and pay any applicable license fees (if any) as a condition to their access and/or use of PM UNO.
11. **Proprietary Rights.**
- 11.1. **Ownership.** The Software, API and the App are licensed and not sold to you under these Terms or any other part of the Subscription Agreement. You expressly acknowledge that as between you and Playermaker, Playermaker solely and exclusively owns any and all worldwide right, title and interest in and to the Services, including all worldwide intellectual property rights therein, and including any modifications, changes, correction, updates, upgrades, improvements and enhancements thereto and derivatives thereof, and any Reports and data derived and/or collected thereunder, regardless of whether they are developed or provided by either party. Playermaker may make such data available to Customer and its Permitted Users on the App, API (if applicable) and/or Software. Nothing in these Terms or elsewhere in the Subscription Agreement constitutes a waiver of Playermaker's intellectual property rights under any law.
 - 11.2. **Feedback.** If you contact Playermaker with any suggestions or feedback data regarding the Services, which may include suggestions for, or feedback concerning,

customizations, features, improvements, modifications, corrections, enhancements, derivatives or extensions (collectively, "**Feedback**"), such feedback shall be deemed to be the sole property of Playermaker and Playermaker will be free to adopt such Feedback for any of its products or services, use it in any other manner, disclose, reproduce, license or otherwise distribute and exploit the Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You hereby waive any right to the Feedback, including but not limited to, any right for royalties or any other consideration, and undertake to treat the Feedback as Confidential Information (as defined below) of Playermaker.

12. **Third Party Software.** You expressly acknowledge that the Software, API and/or the App may include third party components ("**Third Party Software**"), which shall be used by you solely in conjunction with the Software, API and/or the App, and shall not be used for any other purpose without the prior written consent of Playermaker. Such Third Party Software is provided "As-Is" without any warranty of any kind, and subject to the license terms attached to such Third Party Software, which are available at www.playermaker.co.uk/3rdparty in the document entitled "Motionize Israel Ltd. Open Source Software Terms". The provisions of the Subscription Agreement shall apply to all such Third Party Software providers and Third Party Software as if they were Playermaker and the Software, API and/or the App respectively. In the event of any inconsistencies or conflicting provisions between the Third Party Software licenses and the provisions of any part of the Subscription Agreement, the provisions of the Third Party Software licenses shall prevail.
13. **Confidentiality.** Each party agrees to keep confidential and to use only for purposes of performing its obligations under the Subscription Agreement, any proprietary or confidential information of the other party disclosed pursuant to the Subscription Agreement including the terms of your Order ("**Confidential Information**"). The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure or which is required by law, government order or request to be disclosed (provided that the receiving party shall give written notice to the other party prior to such disclosure and reasonably cooperate, at the objecting party's expense, to take legal steps to resist or narrow such request). You acknowledge that the Services and any information in connection therewith shall be deemed as Playermaker's Confidential Information. Upon any termination or expiration of the Subscription Agreement, each party shall return to the other party all Confidential Information of the other party, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in the Subscription Agreement.
14. **Privacy.**
 - 14.1. To the extent that Customer needs a data processing agreement, Customer shall download the Company's Data Processing Agreement ("**DPA**") available on the Company's website at <http://Playermaker.co.uk/DPA> and return it signed to Company as described therein.
 - 14.2. Customer hereby warrants and represents that it will (i) provide all appropriate notices, (ii) obtain all required informed consents and/or have any and all ongoing legal bases, including parental guardians, if applicable in light of the age of the data subjects, and (iii) comply at all times with any and all applicable privacy and data protection laws and regulations (including, without limitation, the EU General Data Protection Regulation ("**GDPR**")), in each case as required for allowing Playermaker to use and process the data in accordance with the Subscription Agreement (including, without limitation, the provision of such data to Playermaker (or access thereto) and the transfer of such data by Playermaker to its affiliates, subsidiaries and subcontractors, including transfers outside of the European Economic Area), for the provision of the Services and the performance of the Subscription Agreement.
 - 14.3. In the event Customer fails to comply with any data protection or privacy law or regulation, the GDPR and/or any provision of the DPA, then: (a) to the maximum extent permitted by law, Customer shall be solely and fully responsible and liable for any such

breach, violation, infringement and/or processing of personal data without a DPA by Playermaker and Playermaker's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); and (b) in the event of any claim of any kind related to any such breach, violation or infringement and/or any claim related to processing of personal data without a DPA, Customer shall defend, hold harmless and indemnify Playermaker and Playermaker's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees.

14.4. You hereby acknowledge and agree that your Team Members who use PM UNO and/or other PM UNO users may choose to share with you, or allow you to access, certain information pertaining to them, including, without limitation, personal data, performance results, analytics, statistics and report, results and information obtained through their use of PM UNO (collectively, "**PM UNO Data**"). You agree to comply with all applicable data protection laws and regulations, including, if applicable, transparency requirements, with respect to your access, use, processing and disclosure or sharing of PM Uno Data.

15. **Payments.** In consideration for the Services, you shall pay the applicable, nonrefundable subscription and support and maintenance fees (if any) specified in the Order, at such times and for such periods as set forth therein. If not otherwise specified in the Order, all fees shall be paid annually and shall be due and payable within thirty (30) days of the date of invoice. Late payment shall be subject to a late fee equal to 1.5% per month or, if less, the maximum amount allowed by applicable law. All amounts payable hereunder shall not be subject to any set-off or deduction. All fees are exclusive of any applicable taxes, duties and similar governmental charges, and you are responsible for payment of all such amounts, including sales tax, value added tax (VAT), withholding taxes, export, import and other duties imposed by any governmental agency in connection with the Subscription Agreement.

16. **Warranty**

16.1. Subject as herein provided, Playermaker warrants to the Customer that (i) the software components within the Device shall comply with any specifications agreed for a period of sixty (60) days from the date of delivery; and that (ii) except to the extent addressed by subsection (i) above, any Devices supplied hereunder will be of satisfactory quality and will comply with any specifications agreed for them for a period of 12 months from the date of delivery (such periods, collectively, the "**Warranty Period**").

16.2. The foregoing limited warranty does not apply if the Device: (a) has been altered, except by us; (b) has not been installed, operated, repaired, or maintained in accordance with our instructions; (c) has been subjected to abnormal physical or electrical stress, misuse, abuse, negligence or accident; (d) has been combined with a product or software not provided by us; (e) has been damaged by causes beyond our control; or (f) has been used not in compliance with the Subscription Agreement.

16.3. If you notify Playermaker in writing, within the applicable Warranty Period specified above, of a warranty claim, we will (as Customer's sole and exclusive remedy for any such claim) use reasonable efforts to repair or replace the defective Device component(s) with new or refurbished part(s), all at no additional charge to you. Any repairs, fixes or replacement parts provided as part of the foregoing warranty service are warranted for the remainder of the Warranty Period, as then in effect.

16.4. OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH HEREIN AND SUBJECT TO THE TERMS OF THE SLA (ONLY IF AND TO THE EXTENT APPLICABLE), THE SERVICES ARE PROVIDED "AS IS", AND PLAYERMAKER DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. PLAYERMAKER WILL NOT BE LIABLE OR RESPONSIBLE FOR: (a) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIONS OR OUTAGES); AND/OR (b) ANY ISSUE THAT IS ATTRIBUTABLE TO YOUR HARDWARE OR SOFTWARE OR YOUR INTERNET OR DATA SERVICES.

16.5. PLAYERMAKER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION THE REPORTS. YOUR USE OF AND RELIANCE UPON THE SERVICES ARE ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND PLAYERMAKER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU OR TO ANY THIRD PARTY IN CONNECTION WITH ANY OF THE FOREGOING.

16.6. PLAYERMAKER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY IMPROVEMENT (OR LACK THEREOF) OF ANY TEAM MEMBER'S SKILLS AND PHYSICAL OR ATHLETIC CAPABILITIES.

16.7. YOU HEREBY ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS VOLUNTARY AND AT YOUR OWN RISK, AND YOU AGREE THAT PLAYERMAKER WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES (SUCH AS, BUT NOT LIMITED TO, HEALTH PROBLEMS, PERSONAL INJURY, OR DEATH) TO YOU OR ANY THIRD PARTY THAT RESULT FROM YOUR USE OF (OR INABILITY TO USE) THE SERVICES, INCLUDING WITHOUT LIMITATION WHERE SUCH CONSEQUENCES RESULT FROM TECHNICAL, INTERNET OR TELECOMMUNICATIONS PROBLEMS (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF PLAYERMAKER'S OR THIRD PARTY SERVERS).

16.8. NEITHER PLAYERMAKER NOR ITS PERSONNEL ARE LICENSED MEDICAL CARE PROVIDERS, AND THEY HAVE NO EXPERTISE IN DIAGNOSING, EXAMINING, OR TREATING MEDICAL CONDITIONS OF ANY KIND, OR IN DETERMINING THE EFFECT OF ANY SPECIFIC EXERCISE ON A MEDICAL CONDITION. YOU HEREBY ACKNOWLEDGE THAT NO MEDICAL OR SIMILAR PROFESSIONAL ADVICE IS PROVIDED (OR PURPORTED TO BE PROVIDED) VIA THE SERVICES, AND THE SERVICES SHOULD NOT BE USED OR RELIED UPON IN PLACE OF CONSULTING (OR OTHERWISE SEEKING ADVICE FROM) A QUALIFIED AND LICENSED MEDICAL PROFESSIONAL, SUCH AS YOUR PHYSICIAN OR CERTIFIED SPORT TRAINER SUCH AS A COACH, SPORT SCIENTIST OR PERFORMANCE EXPERT. SEEK PROFESSIONAL ADVICE BEFORE FOLLOWING ANY TRAINING INSTRUCTIONS YOU RECEIVE THROUGH THE DEVICE OR PARTICIPATING IN ANY EVENT ANNOUNCED THEREON. NOT ALL EXERCISES OR ACTIVITIES THAT MAY BE SPECIFIED ON THE DEVICE ARE SUITABLE FOR EVERYONE.

16.9. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON OR THROUGH THE SERVICES. YOU SHOULD UNDERSTAND THAT WHEN PARTICIPATING IN ANY EXERCISE OR EXERCISE PROGRAM, THERE IS THE POSSIBILITY OF PERSONAL INJURY AND/OR DEATH. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR PHYSICIAN OR EMERGENCY SERVICES IMMEDIATELY. IF YOU FEEL DISCOMFORT OR PAIN, IMMEDIATELY STOP THE ACTIVITY CAUSING SUCH DISCOMFORT OR PAIN.

17. **Limitation of Liability.** IN NO EVENT WILL PLAYERMAKER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, DATA, GOODWILL, BUSINESS, PROFITS, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER

ASSETS, FINES OR OTHER PENALTIES FOR NONCOMPLIANCE ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION AGREEMENT OR THE USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, CONFIDENTIAL INFORMATION, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT PLAYERMAKER (AND ITS LICENSORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, PLAYERMAKER'S TOTAL CUMULATIVE LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY IN CONNECTION WITH OR ARISING OUT OF THE SUBSCRIPTION AGREEMENT OR ANY PART THEREOF, INCLUDING IN RESPECT OF ANY LIABILITY OR AMOUNTS PAYABLE OR TO BE CREDITED UNDER THE SLA, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO US BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS GREATER.

18. **Indemnification.** Customer agrees to defend, indemnify and hold harmless Playermaker, its affiliates, and its respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) any data or information provided by Customer or its Permitted Users; (ii) any claim against Playermaker by any of your Permitted Users; (iii) violation of any applicable laws or regulations (including, without limitation, applicable privacy laws) by Customer or its Permitted Users; and (iv) violation of any third party right, including without limitation any copyright, property, or privacy right by Customer or its Permitted Users. Without derogating from or excusing your obligations under this Section, Playermaker reserves the right (at your expense), but is not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining Playermaker' express written approval.
19. **Modification.** Playermaker reserves the right, at any time, to: (i) discontinue, change, update or modify the Services or any aspect or feature thereof; and (ii) remove or limit your access to any aspect or feature of the Services.
20. **Term and Termination**
 - 20.1. The Subscription Agreement (including these Terms) shall become effective on the date specified in your Order and shall remain in effect for the initial term set forth therein ("**Initial Term**"). Following the Initial Term, and subject to continued payment of fees by Customer as specified in the Order, the Subscription Agreement shall renew automatically on the same terms and conditions for equivalent, successive Renewal Terms, unless either party provides the other a written notice of its intention not to renew at least 90 days prior to the end of the then applicable term (the Initial Term and each Renewal Terms shall collectively be referred to as the "**Term**").
 - 20.2. Notwithstanding the foregoing, (A) Playermaker may terminate the Subscription Agreement (including these Terms) upon 60 days prior written notice to you; and/or (B) either party may immediately terminate the Subscription Agreement (including these Terms), by written notice to the other party: (i) if the other party has breached the Subscription Agreement (or any part thereof) and failed to cure such breach within 30 days from receipt of written notice thereof; or (ii) if such party becomes insolvent or makes any assignment for the benefit of creditors or similar transfer evidencing insolvency, or suffers or permits the commencement of any form of insolvency, administration or receivership proceeding or has any petition under bankruptcy, insolvency or administrative law filed against it, which petition is not dismissed within 60 days of such filing, or has a trustee, administrator or receiver appointed for a material portion of its business or assets. A party that becomes subject to any of the events described in clause (ii) shall immediately notify the other party in writing.
 - 20.3. Upon termination of the Subscription Agreement, you shall, and shall cause your Permitted Users, to cease all access to and use of the Services.

- 20.4. Upon termination of the Subscription Agreement for any reason, you will cease to have access to any Reports or other content and data stored in or offered via the Services, whether provided by you or generated as a result of the Services ("**Materials**"). Playermaker reserves the right to permanently delete any Materials or other content that may be contained in your Customer Account or in any of the User Accounts of your Permitted Users, at any time following termination, and you agree to waive any legal or equitable rights or remedies you may have against Playermaker with respect to such Materials or other content that have been deleted.
- 20.5. This Section 20.5 and Sections 7 ("*Restrictions and Usage Rules*"), 11 ("*Proprietary Rights*"), 13 ("*Confidentiality*"), 14 ("*Privacy*"), 16 ("*Warranty*"), 17 ("*Limitation of Liability*"), 18 ("*Indemnification*"), and 21 ("*Assignment*") to 24 ("*General*") shall survive termination of the Subscription Agreement.
21. **Assignment.** The Subscription Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Playermaker without restriction or notification.
22. **Modification of Terms.** Playermaker reserves the right to modify these Terms at any time by publishing the revised Terms on the Playermaker website, available at: <https://www.playermaker.co.uk/>. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Services or any part thereof thereafter means that you accept those changes.
23. **Governing Law.** The Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Israel and only the competent courts located in Tel Aviv-Jaffa, Israel, shall have jurisdiction over any dispute arising from the Subscription Agreement. Notwithstanding the foregoing, if the Subscription Agreement is with Playermaker UK Ltd, the Subscription Agreement shall be governed by the laws of England and Wales and all disputes arising out of the Subscription Agreement shall be subject to, and each party hereby consents to, the sole and exclusive jurisdiction of the competent courts located in London, England.
24. **General.** To the extent of any conflict between these Terms and the Order, the Order shall prevail. If any provision, or part thereof, of these Subscription Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and such reform shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. The Subscription Agreement, and any other legal notices published by us in connection with the Services and or the Subscription Agreement, shall constitute the entire agreement between you and Playermaker concerning the Services. No waiver of any term of the Subscription Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under the Subscription Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last updated: December, 2020