

TERMS OF SERVICE

Beta Testing Phase

TAGGLEY NETWORK INC.

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1. Identification des Parties et Description du Service

1.1. Identification of the Company

TAGGLEY NETWORK INC., a corporation duly incorporated under the *Canada Business Corporations Act* (R.S.C., 1985, c. C-44), with its registered office at 302-502 rue Valois, Vaudreuil-Dorion, Quebec, Canada (hereinafter “**Taggley**”, “**we**”, “**us**”, “**our**”).

1.2. Description of the Service

The Service is an innovative platform in development designed to allow athletes to track and improve their sports performance. The Service offers the following features, among others:

- (a) Upload and storage of game and training videos;
- (b) Manual and automated generation of performance statistics;
- (c) Creation of game summaries (“**Game Recaps**”) and highlight reels (“**Profile Reels**”);
- (d) Virtual schedule for managing sports events;
- (e) Live video coaching sessions with coaches via integrated video conferencing technology;
- (f) Social networking features allowing content sharing and interaction between users.

1.3. Nature of the Service in the Beta Phase

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED IN “BETA” VERSION, which means that access to the Service during this Testing Phase is granted free of charge, by invitation only, and without subscription fees for the user. This access does not confer any right to independent commercial use of the Service. Taggley reserves the right to collect service fees or commissions on transactions facilitated through the platform during the Testing Phase, in accordance with the conditions applicable to each session.

1.4. Evolution of the Service Model.

The Service is currently offered free of charge during the Beta Testing Phase. Taggley reserves the right to introduce paid features, subscriptions, or other monetization models at the official commercial launch of the Service. If so, users will be informed in accordance with Section 18 and will have the opportunity to choose to continue using the Service under the new pricing terms or to terminate their account at no charge.

2. Acceptance of Terms

2.1. Formation of the Agreement

These Terms of Service (hereinafter the “**Terms**”) constitute a legally binding agreement between you (hereinafter “**you**”, “**your**”, “**the User**”) and Taggley. By checking the acceptance box and clicking the “I Accept” button (or any similar wording) upon registration, you confirm that you have read, understood, and agreed to be bound by the entirety of these Terms as well as our Privacy Policy, which is incorporated herein by reference.

Taggley maintains a technical record of each acceptance of these Terms, including the timestamp, the IP address at the time of acceptance, the account identifier, and the version number of the Terms in effect at the time of such acceptance. This record constitutes evidence of the formation of the agreement between the parties and will be retained for the entire duration of

the contractual relationship and for a minimum period of five (5) years following account termination.

2.2. Refusal of the Terms

IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE SERVICE. Your continued use of the Service following the publication of any modifications to these Terms constitutes your acceptance of such modifications.

3. Definitions

In these Terms, the following terms have the meanings assigned to them below:

“Authorized Coach” means any user who has registered on the Service as a coach, sports service provider, or consultant, and who has accepted the provisions of Section 8.3 of these Terms upon creation of their Coach Profile. The Authorized Coach is also a Beta Tester within the meaning of these Terms and is subject to all provisions applicable to them, in addition to the conditions set out in Schedule A;

“Beta Tester” means any person invited and authorized by Taggley to access the Service during the Testing Phase.

“Coach Profile” means the type of account created by an Authorized Coach, granting access to the Marketplace features and subject to the additional conditions set out in Section 8.3 of these Terms;

“Confidential Information” as defined in Section 8.12.1;

“Marketplace” means the Service feature enabling the connection between athlete users and Authorized Coaches for the purpose of offering coaching, video analysis, evaluation, or sports development services;

“Minor User” means any User under the age of eighteen (18) years, regardless of their jurisdiction of residence;

“Parent Account” means the account created by a parent or legal guardian to supervise and control the account of a Minor User;

“Sandbox Account” has the meaning given to it in Section 4.3.1;

“Sandbox User” has the meaning given to it in Section 4.3.1;

“Service” means all features, applications, websites, and interfaces of the Taggley platform made available to you;

“Testing Phase” or **“Beta Phase”** means the period during which the Service is offered in beta version to invited Beta Testers;

“User Content” means all data that you upload, enter, create, or generate through the Service, including but not limited to raw video files, statistics, comments, profiles, individual video clips, “Game Recaps,” “Profile Reels,” and any other form of content;

4. Access Conditions and User Account

4.1. Minor Users

4.1.1. Age Thresholds by Jurisdiction

During the Beta Testing Phase, Taggley applies a uniform age threshold of eighteen (18) years. Any user under the age of eighteen (18) years is considered a Minor User and may only access the Service with verifiable parental consent as set out in Section 4.1.2, regardless of jurisdiction of residence.

4.1.2. Verifiable Parental Consent Procedure

For users who have not reached the applicable minimum age in their jurisdiction, access to the Service is conditional on the completion of all of the following steps:

- (a) **Creation of a Parent Account:** The parent or legal guardian must create their own account on the Service, which will be automatically linked to the Minor User's account and will allow them to exercise control over it;
- (b) **Verification of the parent's email address:** The parent or legal guardian must verify their email address by clicking on the confirmation link sent by Taggley;
- (c) **Verification of the minor's email address:** The email address associated with the Minor User's account must also be verified;
- (d) **Verification transaction:** The parent or legal guardian must complete a credit card transaction in order to confirm their identity and consent.

4.1.3. Rights and Controls of the Parent or Legal Guardian

The parent or legal guardian whose Parent Account is linked to that of a Minor User has the following rights, as described in Section 1:

- (a) **Right of access:** Access all personal data collected about the Minor User;
- (b) **Right of deletion:** Request the deletion of the Minor User's account and associated personal data, subject to the retention period set out in Section 9.3;
- (c) **Right of revocation:** Revoke consent at any time, which will result in the closure of the Minor User's account;
- (d) **Right to restrict collection:** Refuse the future collection of certain personal data of the Minor User, provided that this restriction does not apply to data strictly necessary for the operation of the Service.

4.1.4. Responsibility of the Parent or Legal Guardian

By authorizing a Minor User to use the Service, the parent or legal guardian:

- (a) Declares having the legal authority to consent on behalf of the Minor User;
- (b) Agrees to be bound by these Terms on behalf of the Minor User;
- (c) Assumes full responsibility for all activities performed by the Minor User on the Service;
- (d) Undertakes to supervise the Minor User's use of the Service.

4.1.5. Accuracy of Information and Misrepresentation

You represent and warrant that the information provided upon registration, including your date of birth, country, and city of residence, is truthful, accurate, and complete.

ANY MISREPRESENTATION REGARDING YOUR AGE OR JURISDICTION OF RESIDENCE CONSTITUTES A MATERIAL BREACH OF THESE TERMS AND WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR ACCOUNT, WITHOUT NOTICE OR COMPENSATION. Taggley reserves the right to delete any User Content associated with an account terminated for misrepresentation.

4.2. Account Creation and Management

To use the Service during the Testing Phase, you must be an invited Beta Tester. You agree to:

- (a) Provide truthful, accurate, current, and complete information when creating your account;
- (b) Maintain and update this information to ensure it remains truthful, accurate, current, and complete;
- (c) Maintain the confidentiality of your password and all account credentials.

You are entirely responsible for all activities conducted through your account. You must notify us immediately of any unauthorized use of your account or any other security breach by writing to: legal@taggley.com.

4.3. Sandbox Users

4.3.1. Shared account

Taggley may make available one or more pre-established accounts provided by Taggley for demonstration, evaluation or trial purposes in a pre-sale or sale context (each, a "**Sandbox Account**"), which may be used successively by several persons (each, a "**Sandbox User**").

4.3.2. Acceptance at each session

Access to the Service through a Sandbox Account is conditional, upon each login, on the Sandbox User entering their first name, last name and email address and expressly accepting these Terms. Each acceptance forms a separate contract between Taggley and the person who accepts. Taggley keeps a record of each acceptance in accordance with Section 2.1, including the timestamp, IP address and the information so entered.

4.3.3. Representation of identity, capacity and authority

By accepting, the Sandbox User represents and warrants that they are of the age of majority, that they have full legal capacity to enter into and be bound by these Terms, that the information entered is truthful and pertains to them personally, that they accept in their own name, and, where applicable, that they have authority to bind the entity they represent.

4.3.4. Multi-role access

A Sandbox Account may provide access to all account types and features of the Service, including the player, goalie, coach and organization director profiles. The Sandbox User is bound by these Terms with respect to each role or feature they access.

4.3.5. Coach features and Appendix A

Where a Sandbox Account provides access to the Coach Profile or Marketplace features, the Sandbox User is deemed bound by Appendix A (Coach Terms), with the necessary adaptations, notwithstanding the separate acceptance otherwise required under Section 8.3 and the preamble to Appendix A. As no actual Coach Services are rendered and no real transactions or payments are made through a Sandbox Account, the financial provisions, including Section A.4, and those presupposing the actual provision of Coach Services apply only to the extent relevant, whereas the confidentiality and data protection obligations, including Section A.6, and the indemnification provisions of Section A.8, apply in full.

4.3.6. Application of the Terms

These Terms apply in their entirety to each Sandbox User and bind them in the same manner as any other Tester User, with the sole exception of the provisions relating to account creation and to the obligation to provide, verify or keep registration information up to date, namely Sections 4.1.2, 4.2(a) and 4.2(b), which do not apply. Any other provision that presupposes the creation of an account by the User or the continued accuracy of their registration information is interpreted and applied, with the necessary adaptations, so as to give effect to the purpose of the original provision, which prevails in the event of conflict with the nature of a Sandbox Account.

4.3.7. No rights in real user data

No role or feature accessible through a Sandbox Account grants the Sandbox User any right in, or authorization to access, view, extract or use, the personal information or User Content of other users of the Service, beyond what is strictly necessary for demonstration using test data provided by Taggley.

4.3.8. Responsibility and confidentiality

Each Sandbox User remains responsible for the activities they carry out during their session and remains bound by the confidentiality obligations under Section 8.12, regardless of the shared nature of the Sandbox Account.

5. License on User Content

5.1. Retention of Your Rights

You retain all your intellectual property rights over the original content you submit to the Service, including your raw video files and any other content for which you are the creator or rights holder.

5.2. Grant of License to Taggley

By uploading, submitting, or creating User Content on the Service, you grant Taggley a license that is:

- Worldwide;

- Non-exclusive;
- Royalty-free;
- Sublicensable;
- Transferable.

This license authorizes Taggley to host, use, reproduce, distribute, modify, prepare derivative works (such as clip editing, assembling “Game Recaps” and “Profile Reels,” or quality enhancement), publicly display, and perform this User Content.

5.3. Purpose and Term of the License

This license is intended to allow Taggley to:

- (a) Operate, provide, maintain, and improve the Service;
- (b) Develop new features and services;
- (c) Promote the Service and Taggley, including on third-party platforms such as social networks (including Instagram, Facebook, TikTok, YouTube, X/Twitter, and others), in advertisements, presentations, marketing communications, and any other promotional materials;
- (d) Allow the sharing of your User Content with other users in accordance with your privacy settings.

For Beta Testers who have entered into a Product Testing and Confidentiality Participation Agreement with Taggley, the use of User Content for promotional purposes remains subject to the consent conditions set out in that agreement, which prevail over this Section to the extent they apply.

5.4. Optional Consent for Artificial Intelligence

Taggley may, in the future, wish to use User Content to develop, train, or improve artificial intelligence or machine learning models. Such use will only be made with your prior, explicit, and specific consent, which may be requested separately. You will always have the right to refuse such consent without it affecting your access to the Service.

5.5. Promotional Use

By making your User Content public on the Service, you grant Taggley the right to use it, in whole or in part, for promotional purposes, including on Taggley’s social media and in its marketing materials, without additional compensation.

You may revoke this consent at any time by writing to legal@taggley.com. Revocation will only apply to future uses and will not affect promotional uses already made prior to the date of receipt of your request.

For Minor Users, the promotional use of their User Content is subject to the following rules:

- (a) Consent to the promotional use of a Minor User’s User Content is granted exclusively by the parent or legal guardian via a separate checkbox presented upon acceptance of these Terms at the time of Parent Account creation. In the absence of express selection of this checkbox, no User Content of the Minor User shall be used for promotional purposes, regardless of the public visibility granted to such content by the Minor User in their settings;

- (b) This consent may not be granted by the Minor User themselves and may not be modified through the Service settings. The parent or legal guardian may revoke their consent at any time by writing to legal@taggley.com. Revocation only applies to future uses;
- (c) Taggley undertakes not to use for promotional purposes any User Content in which identifiable third parties appear unless the user who submitted said content has previously confirmed, within the framework of these Terms, that they hold the necessary authorizations from those third parties or their parents or legal guardians if they are minors.

Taggley further undertakes to credit the user where reasonably practicable and not to use User Content in a manner that harms the user's reputation.

5.6. Content Privacy Settings.

You are solely responsible for the privacy setting applied to each piece of User Content you post on the Service. Any User Content made public by your settings is accessible to all users of the Service and potentially indexable by third-party search engines. Changing a setting from private to public is an irreversible decision with respect to the past exposure of said content to users who have already accessed it. Taggley shall not be liable for any disclosure of content resulting from a privacy setting chosen by you, whether intentional or erroneous, nor for any third-party claims arising from the dissemination of content you chose to make public.

5.7. Service-Generated Content.

Game Recaps, Profile Reels, and other automated compilations generated by the Service from your User Content constitute derivative works of which Taggley is the author or co-author. Taggley grants you a non-exclusive personal use license to these compilations for as long as your account is active. Upon account termination, Taggley retains the right to use these compilations for internal development and Service improvement purposes, to the extent they are no longer publicly associated with your identity. The right to share these compilations on third-party platforms remains subject to the privacy settings you established prior to termination.

THIS LICENSE IS LIMITED TO ONLINE VIEWING THROUGH THE SERVICE AND DOES NOT INCLUDE THE RIGHT TO DOWNLOAD, REPRODUCE, OR LOCALLY STORE THESE COMPILATIONS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM TAGGLEY.

6. User Representations, Warranties, and Indemnification

6.1. Representations and Warranties

By uploading User Content to the Service, you represent and warrant that:

- (a) You are the owner or legitimate holder of all necessary rights over the User Content, including copyright, personality rights, and any other intellectual property rights;
- (b) You have obtained all necessary authorizations, consents, and licenses from any person appearing in your User Content (or from their parents/legal guardians if they are minors) to upload, share, and grant Taggley the rights set out in these Terms;
- (c) Your User Content does not contain any music, image, video, or other element protected by copyright for which you are not the rights holder or for which you have not obtained the appropriate licenses;
- (d) Your User Content does not violate any law, regulation, order, or third-party rights;
- (e) You have the legal right to upload and share the User Content in accordance with the rules of the sports leagues, teams, or organizations to which you belong, as applicable.

- (f) When your User Content features minors not belonging to your team or organization, you have obtained the required parental consent for each of them, or you limit yourself to content in which those minors are not individually identifiable.
- (g) You have verified and complied with any rule, policy, or restriction imposed by the league, federation, or sports organization organizing the filmed event with respect to the capture, reproduction, or broadcast of images or recordings of that event, and you assume full responsibility for any violation of such rules.

6.2. Prohibition on Protected Music

IT IS STRICTLY PROHIBITED TO UPLOAD USER CONTENT CONTAINING COMMERCIALY PROTECTED COPYRIGHTED MUSIC for which you do not hold the appropriate rights or licenses. Taggley reserves the right to remove any content violating this prohibition and to suspend or terminate the account of the User concerned.

6.3. Indemnification Clause

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TAGGLEY, ITS AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS from and against any claim, liability, damage, judgment, loss, cost, expense, or fees (including reasonable attorneys' fees) arising from or related to:

- (a) Your violation of these Terms;
- (b) Your User Content, including any claim alleging that your User Content violates the rights of a third party, including personality rights, copyrights, trademarks, or any other intellectual property right;
- (c) Your use of the Service in a manner not authorized by these Terms;
- (d) Any misrepresentation made by you in connection with these Terms.

Taggley will promptly notify you in writing of any claim for which it seeks your indemnification. Taggley will have the right to control the defense and settlement of any such claim, using legal counsel of its choosing. You agree to provide reasonable cooperation in the defense of any claim, at your own expense. You may not settle any claim that could give rise to liability on the part of Taggley without its prior written consent, which will not be unreasonably withheld.

7. Taggley's Intellectual Property

7.1. Reserved Rights

Except for User Content, the Service and all elements that compose it, including but not limited to the software, source code, user interface, texts, graphics, logos, icons, images, audio clips, digital downloads, data compilations, algorithms, tools, and proprietary features such as the "Square Feature" analysis tool, are and remain the exclusive property of Taggley and its licensors.

These elements are protected by Canadian and international laws on copyright, trademarks, patents, trade secrets, and other intellectual property laws.

7.2. Restrictions

You are not permitted to:

- (a) Copy, modify, adapt, translate, or create derivative works of the Service or its components;
- (b) Distribute, sell, rent, lend, sublicense, or transfer the Service or access to the Service to a third party;
- (c) Engage in reverse engineering, disassembly, decompilation, or attempt to discover the source code of the Service;
- (d) Remove, obscure, or alter any copyright notice, trademark, or other proprietary notice;
- (e) Use Taggley's trademarks, logos, or trade names without prior written authorization.

7.3. No Implied License.

Access to the Service does not grant you any right, title, or interest in Taggley's intellectual property beyond the personal, limited, non-exclusive, non-transferable, and revocable right to access the Service solely for the purposes set out in these Terms. No provision of these Terms shall be construed as granting you an implied license to the software, algorithms, interfaces, or any other element of Taggley's intellectual property.

8. Rules of Conduct and Acceptable Use

8.1. Prohibited Uses

By using the Service, you agree not to:

- (a) Upload User Content that is illegal, defamatory, hateful, obscene, pornographic, violent, or that infringes the rights of a third party;
- (b) Use the Service for unlawful, fraudulent, or unauthorized purposes;
- (c) Harass, intimidate, threaten, or harm other users;
- (d) Impersonate another person or entity;
- (e) Attempt to disrupt, damage, disable, or compromise the integrity, security, or operation of our systems, servers, or networks;
- (f) Introduce viruses, Trojan horses, worms, logic bombs, or any other malicious code;
- (g) Circumvent, disable, or interfere with the security features of the Service.

8.2. Prohibition on Commercial Use and Automated Collection

THE SERVICE IS INTENDED FOR PERSONAL AND NON-COMMERCIAL USE ONLY. It is strictly prohibited to:

- (a) Use the Service for commercial purposes without the prior written authorization of Taggley; it being understood that the use of the Marketplace by an Authorized Coach in accordance with Section 8.3 of these Terms does not constitute unauthorized commercial use within the meaning of this paragraph.
- (b) Use robots, "spiders," scrapers, "data mining" tools, or any other automated means to access the Service, collect data or content, or index the Service;
- (c) Extract, collect, aggregate, or store data from the Service for commercial or resale purposes ("scraping");

- (d) Reproduce, duplicate, copy, sell, resell, or exploit any part of the Service without express authorization;
- (e) Use data obtained through the Service to train artificial intelligence or machine learning models without Taggley's written consent.

8.3. Conditions Applicable to Authorized Coaches

Users who create a Coach Profile are subject, in addition to these Terms, to the provisions of Schedule A (Coach Conditions), which must be accepted separately at the time of creation of their Coach Profile and whose express acceptance is required to access the Marketplace. In the event of a conflict between these Terms and Schedule A regarding specific obligations related to the provision of coaching services on the Marketplace, the provisions of Schedule A prevail. For all other matters, these Terms apply.

8.4. Coaching Session Cancellation Policy

This Section applies to any coaching session booked and paid for through the Marketplace. By making a booking, you acknowledge and accept the following cancellation policy.

8.4.1. Cancellation by you.

If you cancel a booked session, the refund to which you are entitled is determined according to the following tiered schedule, calculated from the scheduled session time:

- a) When cancellation is made forty-eight (48) hours or more before the session, you are entitled to a full refund of the amount paid, less the applicable third-party payment processor processing fees;
- b) When cancellation is made between twenty-four (24) and forty-eight (48) hours before the session, you are entitled to a refund of fifty percent (50%) of the amount paid, less the applicable third-party payment processor processing fees;
- c) When cancellation is made between twelve (12) and twenty-four (24) hours before the session, you are entitled to a refund of twenty-five percent (25%) of the amount paid, less the applicable third-party payment processor processing fees;
- d) When cancellation is made less than twelve (12) hours before the session, no refund is granted.

The processing fees applicable to each tier are displayed on the booking interface at the time of cancellation and are subject to change in accordance with the current pricing terms of the third-party payment processor. In no event shall you be charged any amount beyond the amount you initially paid at the time of booking.

8.4.2. Cancellation by the Authorized Coach.

If the Authorized Coach cancels a session for which your payment has already been processed, you will receive a full refund of the amount paid, without deduction of any processing fees. The refund will be processed within a commercially reasonable time following the cancellation.

8.4.3. No service guarantee.

As the Marketplace is provided in Beta Testing Phase, Taggley does not guarantee the continuous availability of booking features or the absence of technical interruptions that

may affect a booked session. Any cancellation resulting from a technical failure of the Service will give rise to a full refund, with processing fees absorbed by Taggley.

8.5. Relationship between the Athlete and the Authorized Coach.

The coaching service agreement is entered into directly between you and the Authorized Coach. Taggley is not a party to this agreement and assumes no responsibility for the quality, results, or performance of the services provided by the Authorized Coach. The rates displayed on the Marketplace are set by the Authorized Coaches under their sole responsibility. Taggley reserves the right, without being obligated to do so, to moderate any dispute between an Athlete and an Authorized Coach and to take any action it deems appropriate, including refunding or suspending an account, without this constituting an acknowledgment of liability on its part.

Payments made by Athletes are processed directly by the third-party payment processor integrated into the Service, which acts as a collector and fund manager on behalf of the Authorized Coaches. Taggley does not collect or hold Athletes' funds at any time, except for its commission collected directly through the third-party payment processor's processing mechanism.

8.6. Reporting Between Users.

You may report to Taggley any User Content or behavior by another user that you believe is contrary to these Terms by using the reporting feature integrated into the Service or by writing to legal@taggley.com. Taggley will review reports received and take the measures it deems appropriate in its sole discretion, without any obligation to systematically remove content or to notify the reporting user of the outcome. Taggley assumes no responsibility for content posted by third-party users prior to its removal following a report.

8.7. Visibility to Recruiters.

8.7.1. Visibility levels.

The visibility of your profile to recruiters and scouts registered on the Service is determined directly by your account visibility setting, which has three levels:

- (a) **Public:** your full profile is accessible to recruiters duly registered on the Service, including your name, photo, biography, follower count, Game Recaps, performance statistics, and any other User Content you have chosen to make public;
- (b) **Private:** the following information remains accessible to recruiters: your name, profile photo, biography, follower count, and Game Recaps. On the mobile application, your performance statistics are also accessible. Your other data and content are not accessible to recruiters;
- (c) **Invisible:** no information from your profile is accessible to recruiters or any other unauthorized user.

8.7.2. No separate setting.

There is no separate setting for recruiter visibility. Your choice of account visibility setting directly and entirely determines the level of access granted to recruiters. You are solely responsible for the visibility setting you select and its consequences on the accessibility of your information.

8.7.3. No guarantee.

Taggley does not guarantee that your profile will be viewed by recruiters, nor that any such viewing will lead to any result whatsoever. Taggley is not responsible for recruitment decisions made by third parties based on your profile.

8.7.4. Minor Users.

For Minor Users, the account visibility setting may only be set to public mode with the explicit consent of the parent or legal guardian via the Parent Account. In the absence of such authorization, the Minor User's account is maintained in private mode by default, which makes the information described in Section 8.7.(b) above accessible to recruiters, including performance statistics on the mobile application.

8.7.5. Free access and no compensation.

Recruiter visibility resulting from a public or private account is free for the user. Taggley reserves the right to charge recruiters and scouts for access to profiles. No compensation is owed to the user in exchange for this visibility, and the choice of a visibility setting does not create any right to compensation of any kind.

8.8. Coaching Session Rating System

8.8.1. Right to submit a rating.

At the end of each coaching session completed through the Marketplace, you may submit a rating of the Authorized Coach concerned. Only one rating per session is permitted. Only the Athlete who participated in the session is eligible to submit a rating; the Authorized Coach may not rate the Athlete through this mechanism.

8.8.2. Submission timeline and conditions.

The rating may be submitted immediately at the end of the session via the Service interface or within a reasonable time following receipt of a notification to that effect sent by Taggley. The rating consists of a score from one (1) to five (5) and the optional selection of predefined tags established by Taggley from the categories available based on the score assigned. No free-text comments are permitted. The available tags are determined by Taggley at its sole discretion and may be modified at any time.

8.8.3. Eligibility conditions.

A rating may only be submitted if all of the following conditions are met:

- (a) You are the Athlete who participated in the rated session;
- (b) No rating has already been submitted for this session;
- (c) You actually attended the session in question;
- (d) The session was not cancelled or missed by both parties.

8.8.4. Accuracy and good faith.

By submitting a rating, you declare that it accurately reflects your actual experience of the session and that it is submitted in good faith. You are strictly prohibited from submitting a false, misleading, malicious, or otherwise improperly motivated rating. Any rating submitted in violation of this paragraph constitutes a breach of these Terms and may be removed by Taggley without notice.

8.8.5. Taggley's role and moderation.

Taggley reserves the right to remove, modify, or refuse to publish any rating it deems contrary to these Terms, abusive, false, or likely to unduly harm an Authorized Coach, at its sole discretion and without any obligation to give reasons for its decision. Taggley is not responsible for the content of ratings published on the Service and does not guarantee their accuracy.

8.8.6. Evaluator confidentiality.

The identity of the Athlete who submitted a rating is not publicly disclosed on the Service, in particular to protect the privacy of Minor Users. Ratings are aggregated and displayed as an average score and total count on the Authorized Coach's profile.

8.8.7. Challenge by the Authorized Coach.

An Authorized Coach who believes that a rating concerning them is false, malicious, or submitted in violation of these Terms may request a review by Taggley by writing to legal@taggley.com within thirty (30) days following the publication of the contested rating. Taggley will review the request and take the measures it deems appropriate at its sole discretion, without any obligation to remove the rating and without this procedure constituting a contractual right of appeal in favor of the Authorized Coach.

8.9. Dispute Resolution Between Athletes and Authorized Coaches

8.9.1. Direct resolution.

In the event of a dispute relating to a coaching session booked through the Marketplace, including regarding the quality of the service rendered, compliance with agreed commitments, or the conduct of the session, you must first attempt to resolve the dispute directly with the Authorized Coach concerned within seventy-two (72) hours following the session or the event giving rise to the dispute.

8.9.2. Taggley's Intervention.

If no resolution is reached within the period set out in Section 8.9.1, you may submit the dispute to Taggley by writing to legal@taggley.com within fourteen (14) days following the session or the event in question, setting out the facts precisely and attaching all relevant supporting documentation. Taggley will review the dispute and reserves the right to take any action it deems appropriate in its sole discretion, including:

- (a) Issuing a full or partial refund for the transaction in question;
- (b) Suspending or terminating the Coach Profile of the Authorized Coach concerned;
- (c) Rejecting the request if it is deemed unfounded or submitted out of time.

8.9.3. Limited scope of Taggley's intervention.

Taggley's intervention under this Section is strictly limited to the financial transaction that transited through the Marketplace. Taggley does not render any judgment on the professional quality of the service provided by the Authorized Coach, and its decision does not constitute arbitration in the legal sense of the term. Any damage alleged beyond the amount of the transaction, including loss of revenue, loss of sporting opportunity, or any other damage, is excluded from the scope of Taggley's intervention and must be brought before the bodies set out in Section 16 of these Terms.

8.9.4. Final decision.

Taggley's decision rendered under this Section is final and not subject to appeal within the Service. It does not create any precedent and does not bind Taggley with respect to future disputes of a similar nature.

8.9.5. Limitation period.

Any dispute not submitted to Taggley within the fourteen (14)-day period set out in Section 8.9.2 shall be deemed definitively closed, and no claim relating to that dispute may subsequently be brought against Taggley.

8.10. Live Video Coaching Sessions Involving Minor Users.

Live video coaching sessions involving a Minor User may only be conducted through the video conferencing feature integrated into the Service. It is strictly prohibited to record, capture, or retain any recording of a video session without the prior written consent of all parties, including the parent or legal guardian of any participating Minor User. Taggley does not retain any recording of live video sessions and disclaims all liability with respect to the content exchanged during such sessions, subject to Section 11. Any inappropriate conduct occurring during a video session must be reported in accordance with Section 8.6.

8.11. Content Moderation.

Taggley reserves the right to use automated tools or human intervention to review, flag, limit the distribution of, or remove any User Content that appears to violate these Terms, without notice. Automated moderation may result in errors. If you believe that one of your contents has been incorrectly removed or limited, you may request a review by writing to legal@taggley.com within fourteen (14) days following the removal. Taggley will review your request and take the measures it deems appropriate without being required to reinstate the content in question.

8.12. Product Confidentiality and Beta Tester Obligations

8.12.1. Confidential Information.

In your capacity as a Beta Tester, you acknowledge having access to confidential information and trade secrets belonging to Taggley (hereinafter the “**Confidential Information**”), which include all non-public information, data, documents, and materials belonging to Taggley to which you have access in the course of your participation in the testing program, including, without limitation:

- (a) The existence of the platform itself to the extent not publicly disclosed by Taggley, its non-disclosed commercial positioning, the identity of other Beta Testers, participating teams and organizations, Authorized Coaches registered on the Service, as well as your own participation in the testing program; for greater certainty, the provisions expressly contained in these Terms and made accessible to the user at the time of registration do not constitute Confidential Information within the meaning of this sub-paragraph;
- (b) All features, interfaces, user flows, mockups, prototypes, designs, graphic charters, design systems, visual components, architecture, algorithms, source code, object code, schemas, databases, APIs, processes, technical specifications, and Service documentation, whether operational, in development, or in a conceptual state, whether communicated to you verbally, in writing, electronically, or by any other means;
- (c) The Service's performance results, including response times, stability, test data, and any comparative analysis;

- (d) The existence and nature of any bug, error, failure, or anomaly in the Service that you discover or observe, as well as any report, screenshot, video recording, or other documentation you produce in connection with such observations;;
- (e) All communications between the parties relating to the Service or your participation in the test, including all comments, suggestions, and feedback provided by you;
- (f) Any internal tool, dashboard, template, configuration file, specification document, presentation, PDF document, report, spreadsheet, or any other working material belonging to Taggley or developed in connection with the Service to which you have access in the course of your participation;
- (g) Trade secrets, commercial and marketing strategies, product development plans, technology roadmaps, financial information, pricing structures, customer or user lists, recruitment data, partnerships, and any other non-public commercial, technical, or financial information of Taggley;
- (h) Any information relating to a third party that Taggley communicates to you in connection with the Service and which is itself subject to a confidentiality obligation toward that third party.

Confidential Information also includes all information derived or generated by you from the above elements, regardless of medium or form.

8.12.2. Confidentiality obligations.

You agree to treat all Confidential Information with the strictest confidentiality and to apply to it the protective measures that a reasonable and prudent professional would apply in the same circumstances, and in no event less than a reasonable degree of care. In particular, you agree to:

- (a) Not disclose, distribute, publish, transfer, or otherwise make available Confidential Information to any third party, including through social media, blogs, forums, or any other public platform, without the prior written consent of a duly authorized officer of Taggley;
- (b) Use Confidential Information solely for the purposes of your participation in the Testing Phase and for no other purpose;
- (c) Not use, directly or indirectly, in whole or in part, Confidential Information for your own benefit, for the benefit of a third party, or to design, develop, create, or reverse-engineer any product or service that could compete with Taggley's products or services.

8.12.3. Specific prohibitions.

In particular, you are prohibited from:

- (a) Publishing screenshots, video recordings, or detailed descriptions of the Service's features on any public media;
- (b) Communicating Confidential Information to competitors of Taggley or to any person who might make commercial use of it;
- (c) Using Confidential Information to develop, directly or indirectly, any competing product or service.

8.12.4. Compelled disclosure.

In the event that you are compelled by law, regulation, or a valid order of a competent tribunal to disclose Confidential Information, you agree, to the extent permitted by law, to:

- (a) Promptly notify Taggley in writing of this requirement so as to allow it to seek a protective order or any other appropriate remedy;
- (b) Disclose only the minimum portion of Confidential Information legally required.

8.12.5. Exclusions.

The obligations of this Section 8.12 do not apply to information for which you can demonstrate by tangible written evidence that it:

- (a) Is or becomes publicly available without any breach of these Terms on your part;
- (b) Was already legitimately in your possession, without any confidentiality obligation, prior to its disclosure by Taggley;
- (c) Was independently developed by you without any use of or reference to Taggley's Confidential Information;
- (d) Was legitimately communicated to you by a third party who is not, to your knowledge after reasonable verification, bound by a confidentiality obligation toward Taggley.

8.12.6. Assignment of Feedback.

You agree that all comments, bug reports, suggestions, performance data, improvement ideas, concepts, or any other intellectual contribution that you provide to Taggley in the course of your participation in the test (hereinafter "**Feedback**") immediately and entirely becomes the exclusive property of Taggley. You irrevocably, unconditionally, exclusively, worldwide, and perpetually assign to Taggley all of your rights, title, and interest in the Feedback, including all intellectual property rights. This assignment is fully compensated by early access to the Service, and you are not entitled to any royalty or future compensation for any use of the Feedback by Taggley. You also waive all moral rights you may hold over such Feedback, to the fullest extent permitted by applicable law.

8.12.7. Return and destruction.

Upon termination of your account or at the end of the Testing Phase, you must immediately:

- (a) Cease all use of Confidential Information;
- (b) Return to Taggley all documents, media, and other tangible materials containing Confidential Information, including all copies;
- (c) Permanently and irreversibly destroy all Confidential Information stored in electronic form.

Upon Taggley's request, you will certify in writing that the destruction and return required under this Section have been completed.

8.12.8. Irreparable harm and injunction.

You acknowledge that any breach of the obligations of this Section 8.12 would cause Taggley serious and irreparable harm for which damages alone would not constitute an

adequate and complete remedy. You therefore agree that Taggley shall be entitled to all remedies available at law and in equity, including a provisional, interlocutory, or permanent injunction, without any obligation to provide security, subject to the court's discretion. This acknowledgment constitutes conclusive evidence of irreparable harm for the purposes of any injunction application.

8.12.9. Duration.

The confidentiality and non-use obligations set out in this Section 8.12 survive the termination of these Terms and remain in effect for a period of five (5) years from the date of acceptance of these Terms, or for as long as the information concerned retains its confidential character, whichever is longer. Notwithstanding the foregoing, any Confidential Information constituting a trade secret within the meaning of applicable law benefits from indefinite protection for as long as it retains that status.

8.12.10. Relationship with the NDA.

For Beta Testers who have entered into a Product Testing and Confidentiality Participation Agreement with Taggley, the provisions of that agreement prevail over this Section 8.12 in the event of a conflict. This Section 8.12 applies in full to Beta Testers who have not entered into such a separate agreement.

9. Term, Suspension, and Termination

9.1. Suspension and Termination by Taggley

We reserve the right to suspend or terminate your access to the Service at any time, without notice and at our sole discretion, in particular if:

- (a) You fail to comply with these Terms;
- (b) We have reasonable grounds to believe that your use of the Service is fraudulent, illegal, or harmful to Taggley or other users;
- (c) The law requires it;
- (d) We decide to modify or terminate the Service or the Testing Phase as a whole.

9.2. Termination by the User

You may terminate your account at any time by deleting your account through the Service settings, provided that you are not in breach of these Terms at the time of the termination request. If you are in breach, Taggley reserves the right to maintain the suspension or termination of your account and to take any appropriate action.

9.3. Effects of Termination

Following termination of your account, for any reason:

- (a) You will have a period of thirty (30) days to retrieve your User Content, except in the case of a termination for breach of the obligations set out in Section 8.3 or any non-disclosure agreement entered into separately with Taggley, in which case access to your User Content may be revoked immediately and without any retrieval period, following which it may be permanently deleted;

- (b) The licenses you have granted us over your User Content will terminate in accordance with Section 5.3;
- (c) The Sections of these Terms which, by their nature, must survive termination shall survive, including Sections 5 (License on User Content), 6 (Representations, Warranties, and Indemnification), 7 (Taggley's Intellectual Property), 8.4 (Cancellation Policy), 8.8 (Rating System), 8.9 (Dispute Resolution), 8.12 (Product Confidentiality), 10 (Disclaimer of Warranties), 11 (Limitation of Liability), 12 (Claims Procedure), 15 (Governing Law) and 16 (Jurisdiction and Dispute Resolution).

10. Disclaimer of Warranties

10.1. Service Provided "As Is"

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT.

TAGGLEY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, BUGS, OR VIRUSES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF HARMFUL COMPONENTS.

YOU USE THE SERVICE AT YOUR OWN RISK.

10.2. Accuracy of Statistics and Analyses.

Performance statistics and analyses generated by the Service, whether produced manually or automatically, are provided for informational purposes only. Taggley does not guarantee their accuracy, completeness, or fitness for any purpose, including sports evaluation, recruitment, or any selection decision. You assume full responsibility for any decision made on the basis of such data. Taggley disclaims all liability for any damage resulting from an error, omission, or inaccuracy in the statistics or analyses generated by the Service.

10.3. Notice Regarding Physical Activities.

10.3.1. No Medical or Health Advice

The Service is a sports performance analysis and networking platform. It does not provide medical, rehabilitation, or kinesiology advice. The analyses, statistics, and coaching recommendations available through the Service are provided for informational purposes only and do not replace the advice of a qualified health professional. You assume full responsibility for any training or physical activity decision made on the basis of the data or recommendations generated by the Service.

10.3.2. Exclusive Liability of Authorized Coaches

With respect to Coaching Services provided by an Authorized Coach through the Marketplace, any bodily injury resulting directly or indirectly from such services falls under the exclusive liability of the Authorized Coach concerned, in accordance with the provisions of Schedule A. Nothing in these Terms is intended to limit or exclude Taggley's liability to the extent that such limitation or exclusion is prohibited by mandatory laws applicable in your jurisdiction of residence.

11. Limitation of Liability

11.1. Exclusion of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TAGGLEY, ITS AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES, ARISING FROM OR RELATED TO:

- (a) Your access to the Service, your use of the Service, or your inability to access or use the Service;
- (b) Any conduct or content of a third party on the Service;
- (c) Any content obtained from the Service;
- (d) Unauthorized access to, use of, or alteration of your transmissions or content.

11.2. Liability Cap

IN NO EVENT SHALL TAGGLEY'S TOTAL AND CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SERVICE EXCEED THE AMOUNT OF ONE HUNDRED UNITED STATES DOLLARS (USD \$100.00) OR ITS EQUIVALENT IN CANADIAN DOLLARS AT THE EXCHANGE RATE IN EFFECT ON THE DATE OF THE CLAIM.

FOR USERS RESIDING IN CANADA ONLY, THE CAP SET OUT IN THIS SECTION DOES NOT APPLY TO: (I) DAMAGES CAUSED BY TAGGLEY'S INTENTIONAL FAULT OR GROSS NEGLIGENCE; (II) CLAIMS ARISING FROM A PRIVACY INCIDENT ENGAGING TAGGLEY'S LIABILITY UNDER THE MANDATORY PROVISIONS OF QUEBEC'S ACT RESPECTING THE PROTECTION OF PERSONAL INFORMATION IN THE PRIVATE SECTOR (LAW 25) OR PIPEDA; (III) CLAIMS FOR BODILY INJURY RESULTING DIRECTLY FROM TAGGLEY'S FAULT; AND (IV) ANY OTHER SITUATION WHERE APPLICABLE CANADIAN LAW EXPRESSLY PROHIBITS SUCH LIMITATION OF LIABILITY. IN SUCH CASES, TAGGLEY'S LIABILITY IS LIMITED TO THE MINIMUM REQUIRED BY APPLICABLE LAW.

11.3. Jurisdictional Exceptions

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, DO NOT PERMIT THE EXCLUSION OF CERTAIN STATUTORY WARRANTIES OR THE LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY, AND YOU MAY BENEFIT FROM ADDITIONAL RIGHTS PROVIDED BY LAW.

12. Content Claim and Removal Procedure

12.1. Reporting Infringing Content

If you believe that your work protected by copyright, your personality rights, or any other intellectual property right has been violated by content present on the Service, please notify us by sending a written notification to the following address: legal@taggley.com

12.2. Content of the Notification

Your notification must include the following:

- (a) A description of the work or right you claim has been violated;
- (b) Identification of the content on the Service that you claim is infringing, with sufficient detail to allow us to locate it;
- (c) Your full contact information (name, address, phone number, email address);
- (d) A statement indicating that you believe in good faith that the contested use is not authorized by the rights holder, their agent, or the law;
- (e) Your physical or electronic signature.

12.3. Processing of Notifications

Taggley will review notifications received and take appropriate action, including removal of the disputed content if the notification is valid and well-founded. We reserve the right to suspend or terminate the accounts of users who repeatedly violate third-party intellectual property rights.

Taggley acknowledges that certain leagues, federations, or sports organizations may hold rights over recordings of games or events broadcast through the Service. Any claim by a sports organization regarding content published on the Service will be handled in accordance with this Section 12, in the same manner as any other copyright claim.

12.4. Reporting Content Involving You.

If User Content published by another user depicts or identifies you and you believe that this content infringes your personality rights, reputation, or privacy, you may request its removal by writing to us at legal@taggley.com. Your request must identify the content concerned with sufficient precision to allow Taggley to locate it and must set out the grounds for your request. Taggley will review your request and take the action it deems appropriate within a reasonable time, without any guarantee of removal in all cases.

13. Privacy and Personal Data

13.1. Privacy Policy

The collection, use, storage, and disclosure of your personal data in connection with the Service are described in our [Privacy Policy](#). By accepting these Terms, you also acknowledge having read, understood, and accepted our Privacy Policy.

13.2. Data Security and Incident Notification.

Taggley implements reasonable technical and organizational security measures to protect users' personal information against unauthorized access, loss, disclosure, or destruction. In the event of a privacy incident presenting a risk of serious harm within the meaning of the Act respecting the protection of personal information in the private sector (Law 25), Taggley will notify the Commission d'accès à l'information du Québec and the affected users in accordance with applicable legal requirements. Taggley cannot guarantee the absolute security of the Service and disclaims all liability for any security incident beyond its reasonable control, subject to the mandatory provisions of applicable law.

14. Relationship with Other Legal Documents

Your participation in the Testing Phase may also be governed by a Non-Disclosure Agreement (NDA) and/or a Beta Test Agreement that you have signed separately. These Terms supplement those agreements. In the event of a conflict between the terms of these Terms and those of the NDA or the Beta Test Agreement, the provisions of the NDA and the Beta Test Agreement will prevail solely with respect to confidentiality and non-disclosure obligations, and exclusively with

respect to users who have signed those agreements. For all other matters, including the license on User Content, intellectual property, limitation of liability, and rules of conduct, these Terms will prevail.

15. Governing Law

These Terms are governed by and interpreted in accordance with the laws of the Province of Quebec and the applicable federal laws of Canada, without regard to conflict of laws principles that might cause the laws of another jurisdiction to apply.

16. Jurisdiction and Dispute Resolution

16.1. Canadian users.

Any dispute, claim, or controversy arising from or relating to these Terms, including their validity, interpretation, performance, breach, or termination, shall be submitted to the exclusive jurisdiction of the courts of the Province of Quebec, judicial district of Beauharnois, and you irrevocably consent to the personal jurisdiction and venue of such courts.

16.2. Mandatory arbitration for non-Canadian Users.

For Users residing outside of Canada, any dispute arising from or relating to these Terms, including the determination of the scope or applicability of this arbitration clause, shall be finally resolved by binding arbitration administered by the International Centre for Dispute Resolution (“ICDR” / “ICDR”) in accordance with its then-current rules. The seat of arbitration shall be Montreal, Quebec, Canada, conducted by a sole arbitrator. The language shall be French or English, at the claimant’s choice, and arbitration may be conducted in person, by videoconference, or by telephone, at the claimant’s choice. If the arbitrator determines that the costs of arbitration would be prohibitive for you relative to the costs of an action before the court of general jurisdiction in your State or Province of residence, Taggley will bear such costs to the extent necessary to ensure the enforceability of this clause. Each party shall bear its own attorneys’ fees, unless applicable law requires otherwise.

16.3. Class action waiver.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE RESOLUTION PROCEEDING, WHETHER THROUGH ARBITRATION OR BEFORE THE COURTS, SHALL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION AGAINST TAGGLEY. If a court or arbitrator determines that this waiver is unenforceable with respect to a particular claim, that claim will be severed and brought before a competent court rather than in arbitration.

This class action waiver does not apply to users residing in the Province of Quebec. Such users remain subject to the applicable law of their jurisdiction of residence with respect to any collective proceeding.

16.4. Opt-out right.

You may opt out of the arbitration and class action waiver provisions set out in Section 16.2 and 16.3 by sending us a written notice to legal@taggley.com within thirty (30) days following your acceptance of these Terms, including your name, address, and a clear statement of your intention to opt out. In the event of opt-out, disputes will be resolved exclusively before the courts of the judicial district of Beauharnois, Province of Quebec.

16.5. Exceptions.

Nothing in this Section prevents either party from seeking an injunction or any other equitable relief before any competent court to prevent a breach of confidentiality obligations or an

infringement of intellectual property rights, or from filing an individual claim before a competent small claims court.

16.6. Mandatory provisions.

Certain mandatory provisions of the consumer protection laws of your State, Province, or country of residence may apply to these Terms to the extent they cannot be contractually excluded. Nothing in these Terms is intended to limit the application of such provisions.

17. Force Majeure

17.1. Force Majeure

Taggley shall not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure results from a force majeure event, meaning any event beyond its reasonable control, including but not limited to:

- Natural disasters (earthquakes, floods, storms, fires);
- Acts of war, hostility, terrorism, or sabotage;
- Pandemics, epidemics, or public health emergencies;
- Strikes, lockouts, or other labor disputes;
- Failures or outages of telecommunications, Internet, or electrical infrastructure networks;
- Failures of essential third-party suppliers;
- Any governmental act, law, regulation, order, or restriction.

17.2. Third-Party Services and Integrations.

The Service integrates or uses services provided by third parties, including payment processors, cloud infrastructure providers, and video conferencing tools. Your use of these integrated services is also subject to the terms of use and privacy policies of those third parties. Taggley is not responsible for the practices, availability, or content of such third-party services. In the event of a conflict between these Terms and the terms of an integrated third-party service, these Terms govern your relationship with Taggley, and the third party's terms govern your relationship with that third party.

18. Modifications to the Terms

18.1. Right to Modify

Taggley reserves the right to modify these Terms at any time and at its sole discretion. Modifications will take effect seven (7) days after their publication or notification, unless otherwise indicated.

18.2. Notification of Modifications

In the event of a modification to these Terms, we will notify you by email to the address associated with your account. It is your responsibility to ensure that this email address is valid and up to date.

18.3. Acceptance of Modifications

Your continued use of the Service following the entry into force of any modifications constitutes your acceptance of the modified Terms. If you do not accept the modifications, you must cease using the Service and delete your account prior to their entry into force.

18.4. Modifications Affecting Minor Users

When a modification to these Terms or the Privacy Policy is likely to materially affect the collection, use, or disclosure of personal information of Minor Users, Taggley will inform the relevant parents or legal guardians by email through the Parent Account.

19. Assignment and Transfer

You may not assign, transfer, or delegate your rights or obligations under these Terms without the prior written consent of Taggley.

Taggley may freely assign, transfer, or delegate its rights and obligations under these Terms, in whole or in part, at any time and without your consent, including in connection with a merger, acquisition, reorganization, asset sale, or similar transaction. In the event of an assignment, these Terms will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

In the case of an assignment resulting in a material change in the processing of Minor Users' personal information, Taggley will inform the relevant parents or legal guardians and give them the opportunity to request the deletion of the Minor User's data prior to the transfer.

20. Waiver

Taggley's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of a provision of these Terms shall only be effective if made in writing and signed by Taggley.

21. Severability

If any provision of these Terms is found by a competent court to be invalid, illegal, or unenforceable, that provision shall be deemed severed from the remainder of the Terms and shall not affect the validity and enforceability of the other provisions, which shall remain in full force and effect. To the extent possible, the invalid provision will be modified to reflect the original intent of the parties in a valid and enforceable manner.

22. Entire Agreement

These Terms, together with the Privacy Policy, the Non-Disclosure Agreement and Beta Test Agreement, and Schedule A (Coach Conditions) (as applicable), constitute the entire agreement between you and Taggley regarding your use of the Service and supersede all prior or contemporaneous agreements, communications, and proposals, whether electronic, oral, or written, between you and Taggley regarding the Service.

23. Language

These Terms of Service were drafted and provided in French, as required by Quebec Law 25 (the Act Respecting the Protection of Personal Information in the Private Sector). This English version is provided for convenience only. In the event of any discrepancy, ambiguity, or inconsistency between the French version and the English version of these Terms, the French version shall prevail.

24. Contact Information

For any questions regarding these Terms or the Service, please contact us at:

Taggley Network Inc.

302-502 rue Valois

Vaudreuil-Dorion, Quebec, Canada

General email: **info@taggley.com**

Legal inquiries: **legal@taggley.com**

— *End of document* —

SCHEDULE A

CONDITIONS APPLICABLE TO AUTHORIZED COACHES

TAGGLEY NETWORK INC.

Last Updated: March 26, 2026

This Schedule forms an integral part of the Terms of Service of **Taggley Network Inc.** (hereinafter “**Taggley**”). It applies exclusively to users who create a Coach Profile and access the Marketplace. By checking the acceptance box and clicking the button “**I accept the conditions applicable to Authorized Coaches**” upon creation of your Coach Profile, you confirm that you have read, understood, and agreed to be bound by the entirety of this Schedule, which supplements the general Terms of Service. The Authorized Coach is, for the purposes of these Terms and this Schedule, a Beta Tester within the meaning of Section 3 of the Terms of Service. As such, all provisions of the Terms of Service applicable to Beta Testers apply in full to the Authorized Coach, including without restriction Section 8.12 (Product Confidentiality and Beta Tester Obligations), in addition to the provisions of this Schedule.

A.1. Supplementary Definitions

In this Schedule, the following terms have the meanings assigned to them below, in addition to the definitions set out in Section 3 of the Terms of Service:

“**Athlete**” means any user of the Service who solicits the services of an Authorized Coach through the Marketplace.

“**Athlete Data**” means all personal information, sports data, and User Content of an Athlete to which an Authorized Coach has access in the course of providing services through the Marketplace, including but not limited to videos, performance statistics, profiles, and contact information.

“**Coach Profile**” means the type of account created by an Authorized Coach, granting access to the Marketplace features and subject to the conditions of this Schedule.

“**Coaching Services**” means all coaching, training, video analysis, performance evaluation, or sports development services offered by an Authorized Coach to Athletes through the Marketplace.

“**Coach Dashboard**” means the management interface reserved for Authorized Coaches, accessible from the Service, used in particular to manage the Coach Profile, availability, pricing, and transactions.

A.2. Creation and Eligibility of the Coach Profile

A.2.1. Eligibility conditions

To create a Coach Profile, you must:

- (a) Be a natural person aged at least eighteen (18) years, or a duly incorporated legal entity in good standing in your jurisdiction of residence or incorporation;
- (b) Hold the qualifications, certifications, or accreditations required by applicable laws and regulations in your jurisdiction to offer the Coaching Services you propose;
- (c) Not be subject to any legal or regulatory prohibition on engaging in coaching or sports training activities;
- (d) Not have had a Coach Profile previously terminated by Taggley for violation of this Schedule.

A.2.2. Verification

Taggley reserves the right, at its sole discretion, to verify the information and qualifications you declare, to request that you provide any supporting documentation, and to refuse or suspend any Coach Profile without reason or notice. Taggley is not required to conduct such verification and does not guarantee the accuracy of the information appearing on Authorized Coach profiles.

A.2.3. Profile accuracy

You represent and warrant that all information appearing on your Coach Profile, including your qualifications, certifications, experience, specialties, and rates, is truthful, accurate, complete, and current. You agree to update this information without delay in the event of any change. Any misrepresentation constitutes a material breach of this Schedule and will result in the immediate suspension or termination of your Coach Profile.

A.3. Legal Status of the Authorized Coach

A.3.1. Independent contractor

You act at all times as an independent contractor and not as an employee, agent, partner, or franchisee of Taggley. This Schedule does not create any employment, partnership, joint venture, or agency relationship between you and Taggley.

A.3.2. Own responsibilities

As an independent contractor, you are solely responsible for:

- (a) All of your tax obligations, including the declaration and payment of any income tax, sales tax, or social contributions arising from your revenues generated through the Marketplace, both in Canada and in the United States or any other applicable jurisdiction;
- (b) Obtaining and maintaining any insurance appropriate to your activity, including professional liability insurance in sufficient amounts;
- (c) Complying with any law, regulation, order, or professional standard applicable to your coaching activity in your jurisdiction;
- (d) Obtaining any permit, license, or accreditation required to carry on your activity.

A.3.3. No representation authority

You are not authorized to represent Taggley, to act on its behalf, to create obligations binding upon it, or to use the name, trademarks, or logos of Taggley in your communications, marketing materials, or any other medium without the prior written consent of Taggley.

A.4. Commission and Financial Conditions

A.4.1. Taggley Commission

In consideration of access to the Marketplace and the networking services provided by Taggley, you agree to pay Taggley a commission on each transaction completed through the Marketplace. The applicable commission rate is displayed on your Coach Dashboard at the time of creation of your Coach Profile.

A.4.2. Modification of the commission

Taggley reserves the right to modify the commission rate upon thirty (30) days' notice sent by email to the address associated with your account. Your continued use of the Marketplace following the entry into force of any modification constitutes your acceptance of the new rate. If you do not accept the modification, you must close your Coach Profile prior to its entry into force.

A.4.3. Withholding

Taggley reserves the right to withhold the commission directly from payments transiting through the Marketplace. The net amount disbursed to you, after deduction of the commission, is indicated on your Coach Dashboard for each transaction.

A.4.4. Payment processing

Athlete payments are processed by the third-party payment processor integrated into the Service. Taggley is not responsible for processing delays, payment refusals, or any other issues related to the payment processor. You agree to comply with the terms of use of the applicable payment processor.

A.4.5. Financial disputes

Any dispute relating to a transaction must be reported to Taggley through the Coach Dashboard within fourteen (14) days following the transaction in question. After this period, the transaction is deemed accepted. Taggley reserves the right to resolve any financial dispute between an Authorized Coach and an Athlete at its sole discretion, to the extent that the transaction transited through the Marketplace. Taggley reserves the right to resolve any financial dispute between an Authorized Coach and an Athlete at its sole discretion, to the extent that the transaction transited through the Marketplace.

A.4.6. Cancellation policy and refunds

The following rules apply to any cancellation of a session booked and paid for through the Marketplace. The terms below reflect the technical constraints of the payment system integrated into the Service and constitute the entirety of the applicable cancellation policy during the Beta Testing Phase.

A.4.6.1. Cancellation by the Authorized Coach.

If you cancel a session for which the Athlete's payment has already been processed, the Athlete will receive a full refund of the amount paid, regardless of the notice period given. In this case, the applicable processing fees of the third-party payment processor are absorbed by Taggley and are not passed on to the Athlete. You will not receive any compensation for a session you cancel. No additional fees will be charged to you for the cancellation, as the payment system does not allow debiting a Coach payment account. However, any cancellation made with less than twenty-four (24) hours' notice will be noted on your file and may, in the event of recurrence, constitute a ground for suspension or termination of your Coach Profile in accordance with Section A.9.1(b).

A.4.6.2. Cancellation by the Athlete.

When the Athlete cancels a booked session, the applicable refund is determined according to the following tiered schedule, calculated from the scheduled session time:

- (a) When cancellation is made forty-eight (48) hours or more before the session, the Athlete is entitled to a full refund of the amount paid, less the applicable third-party payment processor processing fees;
- (b) When cancellation is made between twenty-four (24) and forty-eight (48) hours before the session, the Athlete is entitled to a refund of fifty percent (50%) of the amount paid, less the applicable third-party payment processor processing fees;
- (c) When cancellation is made between twelve (12) and twenty-four (24) hours before the session, the Athlete is entitled to a refund of twenty-five percent (25%) of the amount paid, less the applicable third-party payment processor processing fees;
- (d) When cancellation is made less than twelve (12) hours before the session, no refund is granted.

The third-party payment processor processing fees applicable to each tier are displayed on the Coach Dashboard and on the Athlete's booking interface and are subject to change in accordance with the current pricing terms of the third-party payment processor.

A.4.6.3. Administrative cancellations.

Any cancellation initiated by Taggley for technical, operational, or compliance reasons will result in a full refund to the Athlete. The applicable third-party payment processor processing fees will be absorbed by Taggley.

A.4.6.4. Acknowledgment of technical limitations.

You acknowledge having been informed of the technical terms of the Service's payment system and agree that this cancellation policy, as supplemented by the information displayed on your Coach Dashboard, constitutes the entirety of the parties' rights and obligations with respect to cancellation during the Beta Testing Phase. No claim based on treatment different from that described in this Section may be validly brought against Taggley.

A.5. Professional Conduct Obligations

A.5.1. Service standards

You agree to provide your Coaching Services in a professional, diligent manner, and in accordance with the recognized standards of your sport discipline. In particular, you agree to:

- (a) Honor all service commitments made to Athletes, including agreed schedules, deliverables, and rates;
- (b) Treat all Athletes with respect and dignity, without discrimination on any ground set out in applicable laws;
- (c) Refrain from any behavior that could harm the health, safety, or well-being of an Athlete, in particular a Minor User;
- (d) Comply with any sports code of conduct established by leagues, federations, or organizations of which you are a member.

A.5.2. Interactions with Minor Users

When providing Coaching Services to Minor Users, you agree to:

- (a) Direct all service-related communications to the parent or legal guardian of the Minor User rather than directly to the Minor User, whether through the Service or by any other means of communication;
- (b) Immediately report to Taggley at legal@taggley.com any situation that appears to you to present a risk to the safety or well-being of a Minor User.

A.5.3. Prohibited conduct

Any Authorized Coach is strictly prohibited from:

- (a) Soliciting Athletes outside of the Marketplace in order to circumvent Taggley's commission mechanism;
- (b) Offering or accepting direct payments from Athletes for services initially solicited through the Marketplace, without Taggley's prior written authorization;
- (c) Using the contact information or data of Athletes obtained through the Marketplace for purposes other than the provision of the agreed Coaching Services;
- (d) Publishing false or misleading reviews, testimonials, or ratings on the platform.
- (e) For a period of twelve (12) months following the termination of your Coach Profile, directly soliciting Athletes with whom you were connected through the Marketplace for the purpose

of offering them services similar to those offered on the platform, without Taggley's prior written authorization.

A.6. Protection of Athlete Data

A.6.1. Limited access

In the course of providing Coaching Services, you may have access to Athlete Data, potentially including data of Minor Users. This access is granted to you solely for the purpose of providing Coaching Services to the Athlete concerned and does not confer any ownership rights over such data.

A.6.2. Confidentiality obligations

You agree to:

- (a) Treat all Athlete Data with the strictest confidentiality and apply to it the same degree of protection that you apply to your own most sensitive confidential information;
- (b) Not disclose, sell, rent, transfer, or otherwise exploit Athlete Data for your own purposes or for the benefit of any third party, whether during or after the duration of your service relationship with the Athlete concerned;
- (c) Not use Athlete Data to train artificial intelligence or machine learning models, or for any other analytical or commercial purpose not related to the direct provision of Coaching Services;
- (d) Delete or render inaccessible all Athlete Data in your possession within thirty (30) days following the end of your service relationship with the Athlete concerned, or upon written request from Taggley. This deletion obligation is suspended for the duration of any ongoing dispute involving the relevant data, and resumes within thirty (30) days following the final resolution of such dispute.

A.6.3. Data of Minor Users

You acknowledge that access to data of Minor Users is granted to you on the basis of parental consent obtained by Taggley in accordance with the Terms of Service. Any use of such data not in compliance with this Section engages your personal liability and constitutes a serious breach of this Schedule.

A.6.4. Privacy incident

You must notify Taggley without delay, and no later than forty-eight (48) hours, at the address legal@taggley.com of any unauthorized access to, loss, theft, or disclosure of Athlete Data of which you become aware.

A.7. Intellectual Property

A.7.1. Coach Content

You retain your intellectual property rights over any original content you create in the course of your Coaching Services, including your training plans, analyses, and comments. By submitting it through the Service, you grant Taggley a non-exclusive, worldwide, royalty-free license to host and distribute this content solely for the purpose of providing the service to the Athlete concerned.

A.7.2. Restrictions

The restrictions set out in Section 7.2 of the Terms of Service apply in full to Authorized Coaches. You do not acquire any additional rights over Taggley's intellectual property solely by reason of your status as an Authorized Coach.

A.8. Specific Indemnification

A.8.1. Indemnification for Coaching Services

IN ADDITION TO THE INDEMNIFICATION SET OUT IN SECTION 6.3 OF THE TERMS OF SERVICE, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TAGGLEY, its affiliated companies, officers, directors, employees, agents, and suppliers from and against any claim, liability, damage, judgment, loss, cost, expense, or fees (including reasonable attorneys' fees) arising from or related to:

- (a) The quality, adequacy, or results of your Coaching Services;
- (b) Any misrepresentation regarding your qualifications, certifications, or experience;
- (c) Your use of Athlete Data in violation of Section A.6;
- (d) Any failure to fulfill your tax, insurance, or legal obligations as an independent contractor;
- (e) Any prohibited conduct set out in Section A.5.3.

A.8.2. Indemnification Regarding Beta Phase

BY ACCESSING THE MARKETPLACE DURING THE BETA TESTING PHASE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED IN AN ACTIVE DEVELOPMENT VERSION AND THAT TAGGLEY SHALL NOT BE LIABLE FOR ANY LOSS OF REVENUE, LOSS OF CLIENTS, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE ARISING FROM OR RELATED TO:

- (a) Any interruption, failure, bug, error, or malfunction of the Service or the Marketplace, regardless of cause;
- (b) Any temporary or permanent unavailability of the Marketplace or any of its features;
- (c) Any delay, loss, or corruption of data, payments, or transactions transiting through the Service;
- (d) Any modification, suspension, or interruption of the Marketplace decided by Taggley at its sole discretion during the Testing Phase.

You acknowledge that your participation in the Marketplace during the Testing Phase constitutes an opportunity for early access to a platform under development and not a guarantee of revenue or continuity of service. No claim based on loss of earnings, anticipated revenue, or loss of goodwill may be validly brought against Taggley due to the inherent limitations of the Beta Testing Phase.

A.8.3. Exclusive liability for bodily injury.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY BODILY INJURY, HARM, AGGRAVATION OF A PRE-EXISTING CONDITION, OR OTHER PHYSICAL OR MENTAL HEALTH IMPAIRMENT OF AN ATHLETE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR COACHING SERVICES, YOUR INSTRUCTIONS, YOUR TRAINING RECOMMENDATIONS, OR YOUR CONDUCT DURING A SESSION, WHETHER CONDUCTED IN PERSON, BY VIDEOCONFERENCE, OR BY ANY OTHER MEANS.

You agree to defend, indemnify, and hold harmless Taggley, its affiliated companies, officers, directors, employees, agents, and suppliers from and against any claim, legal action, liability, damage, judgment, loss, cost, expense, or fees (including reasonable attorneys' fees) arising from or related to any bodily injury suffered by an Athlete in connection with your Coaching Services, including without limitation:

- (a) Any physical injury occurring during a session or resulting from the application of your training recommendations;
- (b) Any aggravation of a pre-existing physical or medical condition resulting from your instructions or training program;
- (c) Any psychological or moral harm suffered by an Athlete in the context of your coaching relationship;
- (d) Any bodily injury suffered by a Minor User, in which case this obligation also extends to claims brought by the parent or legal guardian of that Minor User.

You declare that you are aware of the opportunity to obtain professional liability insurance covering claims for bodily injury that may arise from your Coaching Services. You acknowledge that the absence of such coverage is assumed entirely at your own risk and does not in any way reduce your indemnification obligations toward Taggley set out in this Section. Taggley does not verify the existence of such coverage and shall not be liable for an Authorized Coach's lack of insurance.

This Section A.8.3 survives the termination of your Coach Profile with respect to any claim arising from Coaching Services provided prior to such termination.

A.9. Suspension and Termination of the Coach Profile

A.9.1. Termination by Taggley

Taggley reserves the right to suspend or terminate your Coach Profile at any time, in particular if:

- (a) You violate any provision of this Schedule or the general Terms of Service;

- (b) You are the subject of repeated or serious complaints from Athletes;
- (c) Your declared qualifications prove to be inaccurate or expired;
- (d) Your conduct is likely to harm Taggley's reputation or the safety of Athletes.

A.9.2. Termination by the Authorized Coach

You may close your Coach Profile at any time through the Coach Dashboard, provided that you have fulfilled all of your outstanding commitments to Athletes. Taggley reserves the right to maintain your Coach Profile active until the completion of services in progress.

A.9.3. Effects of termination

Following the termination of your Coach Profile, for any reason:

- (a) Your access to the Marketplace and Athlete Data will be revoked immediately;
- (b) The obligations set out in Sections A.3 (Independent contractor status), A.6 (Data protection), A.7 (Intellectual property) and A.8 (Indemnification) shall survive termination;
- (c) Any commission owed to Taggley for transactions completed prior to termination remains payable.

A.10. Disclaimer of Warranties and Limitations

A.10.1. No exclusivity or guaranteed revenue

Taggley does not guarantee any volume of clients, any minimum revenue, or any exclusivity on the Marketplace. Taggley reserves the right to admit any number of Authorized Coaches at its sole discretion, without any obligation of equity or distribution among coaches.

A.10.2. No guarantee regarding the Marketplace

The Marketplace is provided as is. Taggley does not guarantee the continuous availability of the Marketplace, the volume of Athlete requests, or the suitability of the platform for your business model.

A.11. Dispute Resolution with Athletes

A.11.1. Duty to cooperate.

In the event of a dispute with an Athlete relating to a coaching session booked through the Marketplace, you are required to participate actively and in good faith in the resolution of the dispute, whether it is initiated directly by the Athlete or through Taggley's intervention in accordance with Section 8.9 of the Terms of Service.

A.11.2. Mandatory response period.

When an Athlete contacts you directly regarding a dispute relating to a session, or when Taggley forwards you a claim from an Athlete, you have forty-eight (48) hours to respond substantively. A

substantive response includes your position on the alleged facts and, where applicable, the corrective measures you propose.

A.11.3. Failure to respond.

The absence of a substantive response within the period set out in Section A.11.2 constitutes a presumption of non-contestation of the facts alleged by the Athlete. This presumption may be taken into account by Taggley in the context of its intervention set out in Section 8.9.2 of the Terms of Service, in particular to justify the issuance of a full or partial refund to the Athlete or the suspension of your Coach Profile. This presumption does not constitute an admission of civil liability in the legal sense of the term and is not binding on competent courts in any subsequent dispute.

A.11.4. Limited scope.

This Section governs exclusively disputes relating to transactions that have transited through the Marketplace. Any dispute exceeding the financial scope of those transactions, including a claim for bodily injury or serious professional misconduct, is governed by Section A.8.3 and the mandatory provisions of applicable law, and must be brought before the forums set out in Section 16 of the Terms of Service.

A.11.5. Retention of communications.

You agree to retain all communications exchanged with an Athlete in connection with a session that is the subject of a dispute for a minimum period of twelve (12) months following the date of the session in question, and to transmit them to Taggley upon request in the context of the review of the dispute.

A.12. Modifications to Schedule A

Taggley reserves the right to modify this Schedule at any time. Modifications will be notified to you by email to the address associated with your account and through the Coach Dashboard, with thirty (30) days' notice. Your continued use of the Marketplace following the entry into force of the modifications constitutes your acceptance. If you do not accept the modifications, you must close your Coach Profile prior to their entry into force.

A.13. Contact Information

For any questions regarding this Schedule or your status as an Authorized Coach, please contact us at:

Taggley Network Inc.

302-502 rue Valois

Vaudreuil-Dorion, Quebec, Canada J7V 1T4

Email: legal@taggley.com

