PLAYERDATA TERMS OF USE

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Previous Versions:
https://storage.googleapis.com/playerdata-legal/Terms%20of%20Use%20for%20End%20Users%20Teams%202.0.0.pdf

PLEASE READ THESE TERMS CAREFULLY

We, PLAYERDATA LIMITED, of 3-5 Melville Street, Edinburgh, Scotland, EH3 7PE, and PLAYERDATA INC, of 2 Oliver Street, Boston MA 02109 ("we", "us", "PlayerData") provide the EDGE Analyst software applications and related PlayerData software (the "Software") on a subscription basis, together with PlayerData equipment (including cameras and other devices) (the "Equipment"), and video recording and analysis features (the "Video Analysis Services") for use by Authorised Users as defined in the Customer Agreement ("you", "yours"). The Software, Equipment, Video Analysis Services and any other services we make available to you are together the "Services". References to 'PlayerData', 'we', 'us' and 'our' in these Terms of Use are, if you are located in the United States, to PlayerData Inc, and if you are located anywhere other than the United States, to PlayerData Limited.

By accessing, downloading and/or using any of the Services (as applicable), you agree to these terms and conditions (the "Terms of Use") and confirm that you accept these Terms of Use regardless of whether you choose to register with us or not, and agree to be bound by them.

1. Definitions

In addition to the capitalised terms above, the following additional terms apply:

"**Athlete**" means an Authorised User with a level of access as described in clause 7.4;

"**Authorised Users**" means those players, members or other users of the Customer who are authorised by the Customer to use any part of the Services;

"**Club" or "Team**" means a club or team affiliated with the Customer/Organisation as designated within the Software;

"**Customer Agreement**" means an agreement between PlayerData and the Customer in relation to the Software and/or Services, incorporating PlayerData's Terms of Service;

"Customer" or **"Organisation"** means the person (whether an individual, team, organisation, legal entity or firm) who has placed an order for the Software and enters into the Customer Agreement with PlayerData;

"**Staff Member"** means an Authorised User with a level of access as described in clause 7.4; and

"Org Admin" means an Authorised User with a level of access as described in clause 7.4.

2. Basis of Use of Software

2.1 These terms govern your access and use of the Software and/or Services. Subject to the terms of the Customer Agreement, PlayerData hereby permits you (as an Authorised User of the Customer) to install and/or access, and use the Software on your devices

subject to these Terms of Use and the Customer Agreement.

2.2 These Terms of Use form a binding agreement between you and PlayerData governing your access to and use of the Software. The commercial relationship under which the Software is provided, including subscription terms, payment, support and similar matters, sits separately between PlayerData and the Customer under the Customer Agreement, and is not addressed in these Terms of Use. PlayerData's obligations and liability to you under these Terms of Use are as set out in this document and are subject to the limitations in clause 14.

2.3 Your permission to use the Software:

2.3.1 is granted to you personally for the purposes set out on the Customer Agreement (the **"Purpose"**);

2.3.2 starts when you download and/or access the Software and/or Services; and

2.3.3 covers content, materials or services accessible through the Software. It also covers updates to the Software unless they come with separate terms, in which case we will give you an opportunity to review the new terms.

2.4 In these Terms of Use, we refer to the site that you download the Software from as the 'app store' and we refer to their rules and policies as the 'app store rules'. Where applicable, you must comply with the app store rules as well as these Terms of Use but, if there is any conflict between them, you should follow the app store rules rather than the equivalent rule here.

2.5 You may use the Software, Services or any of its contents on devices that you own or control, as permitted by these Terms of Use and the app store rules.

2.6 If you sell or give away the device on which you have downloaded the Software, you must first remove the Software from the device.

2.7 You are not allowed to:

2.7.1 use the Software for any reason other than the Purpose;

2.7.2 translate, merge, adapt, vary, alter or modify, copy or reproduce any part of the Software and/or Services or the Software's code in any way, including inserting new code, either directly or through the use of another app or piece of software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Software on devices as permitted in these terms;

2.7.3 deliberately attempt to avoid or manipulate any security features included in the Software;

2.7.4 assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the Software and/or Services;

2.7.5 disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software and/or Services nor attempt to do any such things; or

2.7.6 hold yourself as the creator or owner of the Software, pretend that the Software belongs to you in any way or make it available for others to download or use (including by way of copying the code of the Software and creating an independent version).

2.8 In addition to these Terms of Use, there are other additional terms and policies, which

also apply to your use of our Software and/or Services, including our Privacy Notice and the Customer Agreement.

3. Data Sharing Features and export

3.1 The Software includes or may include features through which PlayerData makes selected performance or profile data of Authorised Users available beyond the Customer's account, including the Leaderboard and the Recruitment Platform (each as defined below and each a "**Data Sharing Feature**"). PlayerData's role and the lawful basis on which it processes your Personal Data in connection with Data Sharing Features are described in the Privacy Notice.

3.2 The "**Leaderboard**" displays selected performance data of Authorised Users who have been enrolled. You may request enrolment when you sign up for an account with PlayerData or by clicking on the relevant button in the Software, which will be clearly labelled. Your clicking on that button is your consent for PlayerData to process your performance data for the purpose of operating the Leaderboard, as described in the Privacy Notice. Leaderboard entries are visible to other PlayerData Authorised Users. Entries are retained while you remain enrolled and are removed when you withdraw your consent, when your Customer instructs PlayerData to remove you, or when your account becomes inactive. You may withdraw your consent at any time by using the remove option in the Software.

3.3 The "**Recruitment Platform**" makes your profile, including your performance data and video in which you appear, visible to scouts who have registered with PlayerData. You may request enrolment by clicking on the relevant button in the Software, which will be clearly labelled. By clicking that button you consent for PlayerData to process your profile data for the purpose of operating the Recruitment Platform, as described in the Privacy Notice. Scouts may, in the course of their recruitment activity, export profile data from the platform and share it with colleges, professional teams or other recruiting organisations. PlayerData does not control what scouts do with profile data once exported, and you should consider this before requesting enrolment. Entries are retained, removed and may be withdrawn as described for the Leaderboard.

3.4 The Customer through which you access the Software may also enrol you in a Data Sharing Feature on the basis that it has the necessary consent from you or another lawful basis to do so. The Customer may at any time instruct PlayerData to disable any Data Sharing Feature for you, or to remove you from any Data Sharing Feature, and PlayerData will act on the Customer's instruction regardless of whether you have previously requested enrolment.

3.5 Where you are under 18, you may only be enrolled in the Recruitment Platform with verifiable parental consent. PlayerData will not enrol any Authorised User under 18 in the Recruitment Platform until parental consent has been received and recorded.

3.6 Separately from the Data Sharing Features described above, you can export your performance data through the Software, giving you a copy of your data to keep, review or share as you choose. Where you export video content from the Software, you are responsible for ensuring that your use of that content outside the platform complies with all applicable laws, including in respect of any other individuals who appear in it. Your Customer may instruct PlayerData to disable the in-app export function for you (for example, where the Customer's separate arrangement with you provides for this), in which case the in-app export will not be available. This does not affect your underlying rights to access, correct or delete your data under applicable data protection or privacy laws — you can contact PlayerData or your Customer at any time to exercise those rights. Detail on your rights is set out in the Privacy Notice.

4. Technical requirements and support

4.1 To use the App your device needs to comply with the following minimum requirements:

Device compatibility	iOS	Android
Operating system	iOS 17 or later	8 or later

4.2 If you need to get in touch with us in relation to your use of the Software and/or the Services, you can use any of the following methods:

Our support pages	www.playerdata.com

X/Instagram/ Facebook	@PlayerData
Email	support@playerdata.com
Post	3-5 Melville Street, Edinburgh EH3 7PE, United Kingdom 2 Oliver Street, Boston MA 02109
Telephone	+44131 357 6027 // +1888 413 6220

4.3 If we need to get in touch with you, we will do so by email, by phone or by way of an in-app notification.

5. Privacy and your personal information

5.1 Protecting your personal information is important to us. Our Privacy Notice explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

5.2 You acknowledge that video and its associated data captured by the Equipment may be used to develop and improve PlayerData's products and AI, as described in the Privacy Notice, and that you may object to or opt out of that use as set out there.

6. Collection of technical information

We may collect and use technical data and information about how you use the Software including, for example, the specifications of your device and its software and app usage logs. We use this information to operate, secure, support and improve the Software and Services, including to provide software updates and product support, and, in anonymised form, to develop new products and services. We will not share this information with any third party (other than to our service providers, where necessary) in

a form that identifies you.

7. Authorised Users

7.1 Registering an Account

7.1.1 In order to access our Software, you will need to register an account. Registration can only be achieved via an invitation from other Authorised Users or PlayerData. If you are the first Authorised User of the Customer, then PlayerData will send you the details for creation of your account. You will need to provide the information requested during the registration process which will include:

(a) Club/Team Name;

(b) Your Full Name;

(c) Valid email address; and

(d) Date of Birth.

7.1.2 We may also ask you to provide additional information (such as your gender) from time to time.

7.1.3 You must be at least 13 years old (or at least 16 if in the EEA) to register an account and use the Software. By registering, you confirm that you meet this age requirement. A child under 13 may not hold their own account. Their account must be set up by the Customer and operated by a parent or guardian, with verifiable parental consent obtained by the Customer in accordance with applicable law. A child in the EEA aged 13 to 15 may only use the Software through Customer-led onboarding, with parental consent obtained by the Customer in accordance with applicable law.

7.2 Password and Security

You will be asked to create a password when registering. You are responsible for the safety and security of your password and log in details. To help protect against unauthorised access to your account, you are advised to store your log in details safely and securely.

7.3 Clubs or Teams

Authorised Users need to be invited by an existing Authorised User to enable them to join a new Club or Team within the Software. You will only have access to view the data from within the Clubs or Teams you have been invited to. There is no limit to the number of Clubs or Teams that you can join within the Software.

7.4 User Access Levels

7.4.1 All Authorised Users who access the Software are given either of the following access levels for each Club or Team they are a member of (this may differ from Club to Club and from Team to Team):

(a) access the Software as a Staff Member; or

(b) access the Software as an Athlete.

7.4.2 The signatory and designated Authorised Users who access the Software may also be granted Org Admin access to the entire Organisation, which includes all related Clubs or Teams.

7.4.3 If you are given access as an Org Admin you may:

(a) Copy and move Staff Members between Clubs within your Organisation;

(b) Share tags, pitches, surveys and speed zones across Clubs within your Organisation;

(c) Add, edit and archive Athletes and Clubs within your Organisation; and

(d) Do everything a Staff Member can do as described in clause 7.4.4

7.4.4 If you are given the necessary access as a Staff Member you may:

(a) access data and dashboards for all Authorised Users within your Club or Team;

(b) upload, edit and delete training data and video for all users within your Club or Team;

(c) send invites to other Authorised Users to add them to your Club or Team;

(d) update the billing details for the whole Organisation/Customer;

(e) receive payment reminders;

(f) pause subscription for the whole Organisation/Customer;

(g) edit and remove other users; and

(h) remove billing access for other Staff Members within specific Club or Team – this will prevent those Staff Members from being able to view, edit or access billing, however, they will maintain all other features of Staff Member access. If an individual is a Staff Member in multiple Clubs or Teams, their billing access must be removed for every Club or Team they are member to.

7.4.5s If you are given the necessary access to the Software as an Athlete you may:

(a) access and edit data in relation to your own personal details;

(b) access your own dashboard containing performance data and any video made available to you by the specific Club or Team; and

(c) Upload training data into the system.

7.5 Equipment set up

You are responsible for the safe set-up, siting and use of any PlayerData camera or other Equipment you position, and for the safety of any person or property nearby. You must use the Equipment in line with PlayerData's operating and safety guidance and your Customer's instructions, keep it secure, and tell your Customer promptly if it is lost or stolen. You must not open, modify or tamper with any Equipment, or access or copy video stored on a camera other than through the Software. PlayerData is not liable for any injury, loss or damage arising from the way you set up, site or use the Equipment.

8. Location data

8.1 The Software makes use of functionality on your device that can pinpoint your location. We do this to allow us to synchronise your device with the PlayerData Software.

8.2 When you open the Software for the first time, you will be asked whether the Software can use your location and in what circumstances.

8.3 You can change your choices at any time in the Software settings, and you can also turn the location services off at any time. The Software will still function if location services are off, but its functionality may be reduced.

9. Acceptable use

9.1 You must not use the Software or the Services to do any of the following things:

9.1.1 break the law, encourage or facilitate any unlawful activity;

9.1.2 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene, discriminatory, infringing, harassing or racially or ethnically offensive;

9.1.3 send or upload anything that depicts sexually explicit images;

9.1.4 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);

9.1.5 transmit any harmful software code such as viruses;

9.1.6 try to gain unauthorised access to computers, data, systems, accounts or networks;

9.1.7 cause damage or injury to any person or property;

9.1.8 deliberately disrupt the operation of anyone's website, Software, server or business;

9.1.9 send or upload anything that is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

9.1.10 record video other than as authorised by your Customer, including in any changing room, toilet or other private area, or of any individual your Customer has told you not to record;

9.1.11 upload, share, export or otherwise use any video content recorded through the Services in a manner that violates applicable law, including any law relating to privacy, surveillance, or the rights of individuals captured in that content; or use any video content to train AI models or machine learning systems; or

9.1.12 harm, exploit or endanger a minor, or produce, share or store material that sexually exploits a minor.

9.2 PlayerData reserves the right, without liability or prejudice to its other rights to the Customer, to disable any material or terminate your access to the Software if you are found to be in breach of Clause 9.1.

9.3 You warrant that you have all rights, consents and permissions necessary for any content you record, upload or share through the Services, including video, and in respect of any other individual who appears in or is identifiable from it, and that the content does not infringe any third party's intellectual property, privacy or publicity rights or defame any person.

9.4 You agree not to share, transfer or allow anyone else to use your account or login details.

10. Updates to the Software

10.1 We may update the Software from time to time, including in order to fix bugs, enhance the Software's functionality or improve the Software's operation. We might also change or remove functionality at our sole discretion.

10.2 Updates will either download automatically or you may need to trigger them yourself, depending on your device, its settings and the app store.

10.3 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the Software may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the Software updated to the latest version that we make available.

11. Changes to these Terms of Use

11.1 We may need to change the terms of these Terms of Use from time to time to reflect changes in the Software's functionality, to deal with a security threat or if there is a change in the law, guidance or best practice.

11.2 You will be asked to agree to any material changes in advance by an in-app notification. If you do not accept the changes, you will not be able to use the Software and/or Services.

12. External services

12.1 The Software may enable you to access services and websites that we do not own or operate (referred to below as the "**External Services**").

12.2 We are not responsible for examining or evaluating the content or accuracy of the External Services. Before accessing or using them, you need to make sure that you have read and agreed to the terms on which they are being offered to you, including the way in which they may use your personal information.

12.3 You must not use External Services in any way that:

12.3.1 is inconsistent with these Terms of Use or with the terms of the relevant External Service; or

12.3.2 infringes our intellectual property rights, or the intellectual property rights of any third party.

12.4 From time to time, we may change or remove the External Services that are made available through the Software.

13. Failures of networks or hardware

The Software relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the app store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the Software due to a poor internet connection, faulty components in your device, app store failure or anything else that it would not be reasonable to expect us to control.

14. Liability Limitations and Exclusions

14.1 The Software and any information provided within it are provided by PlayerData on an "as is" basis without any representation or warranty as to the reliability, accuracy, or completeness (including in relation to any products or services). Any metrics, insights or other outputs generated from video or performance data are automated estimates, may be inaccurate or incomplete, and should not be relied on as the sole basis for any medical, safety or selection decision.

14.2 Subject to clause 14.6, and to the fullest extent permitted by law, PlayerData and its directors, officers, employees, agents, and consultants exclude all liability for any loss or damage (including indirect, special or consequential loss or damage) arising from your use of, or reliance on, the Software and information contained on this Software, whether or not caused by any negligent act or omission. Where any law prohibits the exclusion of such liability, PlayerData's total aggregate liability to you arising under or in connection with these Terms of Use shall not exceed £100 (or equivalent US dollar amount if you are in the USA).

14.3 PlayerData makes no warranty that the Software will meet your specific requirements, or that the Software and/or Services will be uninterrupted, timely, secure, or error free.

14.4 PlayerData does not control other users of this Software, and PlayerData is therefore not liable for other users' opinions or behaviour, including any information or advice provided by them or any defamatory statements made by them or any offensive conduct on their part.

14.5 Although we make reasonable efforts to update the information provided by the Software, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete, or up to date.

14.6 Nothing in these Terms of Use limits or excludes PlayerData's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by applicable law. Where you are a consumer, your statutory rights under applicable consumer protection law are not affected by these Terms of Use.

15. Termination of your access to the Software

15.1 We can terminate your access to the Software at any time in our sole discretion if we suspect that you do not comply with any part of these Terms of Use or our other applicable policies.

15.2 We will aim to give you a reasonable notice before terminating your access to the Software, but if we consider that your actions or the Software's use constitute a serious disturbance, or that you have violated any provision of these Terms of Use or other applicable policies, then we may terminate your access to the Software immediately and without advance notice to you. 'Serious disturbance' means you causing harm (or attempting to cause harm) to other users, interfering with the operation of the Software or doing anything else that we think presents a big enough risk to justify us terminating your access immediately.

15.3 The consequences of termination of your access are as follows:

15.3.1 you will no longer be allowed to use the Software and we may limit your access to it;

15.3.2 you must delete the Software from any devices that it has been installed on; and
15.3.3 we may delete or suspend access to any accounts that you hold with us.

16. Territory restrictions

You must not use the Software or Services in any country or territory that is the subject of trade sanctions, embargoes or other export control restrictions imposed by the United States, the United Kingdom, the European Union or any of their respective competent authorities. We may block or suspend access to the Software or Services in any country or territory at our discretion (and access within such territory is at your own risk).

17. Governing law and jurisdiction

17.1 If you are located in the United States, these Terms of Use are governed by the laws of the State of Delaware without regard to conflicts of law provisions. The parties submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Wilmington, Delaware for resolution of any lawsuit or court proceeding related to or arising from these Terms.

17.2 If you are located anywhere other than the United States, the laws of Scotland apply to the application and interpretation of these Terms of Use and to your use of the Software, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of Scotland.