

TERMS AND CONDITIONS BTALENTSTAR WEB

Please read the following Terms and Conditions of the Btalentstar web www.btalentstar.com carefully before using it.

These Terms and Conditions govern all User's use of the Btalentstar web, regardless of their location. In addition, the different rules set out in clause 12 apply for the specified states. All rights and permissions not expressly granted in these Terms and Conditions are reserved.

Minors or other persons without legal capacity to contract may only use the Btalentstar web if their legal representatives have given their consent to do so and have accepted these Terms and Conditions and supervise the use of the web. By approving these Terms and Conditions, it is understood that Users have read and accepted them, in all their parts, and understand that these are legally binding and obligatory for them. Otherwise, Users must refrain from using the web.

Some services and/or promotions offered through the Btalentstar web may be subject to additional terms and conditions. In such case, before being able to use such services and/or participate in such promotions, Users must confirm such additional terms and conditions.

1. DEFINITIONS

The following terms have the meanings assigned to them below, or as expressly assigned to them elsewhere in these Terms and Conditions. All terms in the singular include the plural and vice versa.

- **Account** means the account of a User in the App.
- **App** means the mobile application Btalentstar that can be downloaded from the app stores.
- **Web** means www.btalentstar.com
- **Bsports** means the App provider, as specified in clause 2.
- **Intellectual Property** means the copyrights, logos, trademarks, trade names, slogans and other indications of origin associated with Btalentstar, the Professional Soccer Club or third parties that are displayed in the App.
- **Professional Soccer Club** means a soccer club that cooperates with Btalentstar and is registered in the App.
- **Terms and Conditions** means these App Terms and Conditions.
- **User** means any person using the App, represented by his or her legal representative, if applicable.

- **User Content** means all data provided by Users in the App, including the Users' videos.

2. PROVIDER INFORMATION AND COMMUNICATIONS

The Btalentstar web provider is:

Bsports USA LLC for Users in the United States and México, EIN 88-3623514, located in 3411 SILVERSIDE ROAD TATNALL BUILDING # 104 WILMINGTON, DE 19810. Users may contact Bsports USA by writing an email to contact@btalentstar.com.

Bsports SpA, tax number 76.852.547-1, located in La Capitanía N° 662, commune of Las Condes, Santiago, for Users from other countries of South America. Users may contact Bsports SpA by writing an email to contacto@Bsports.cl.

If Bsports needs to contact Users, it will do so through the email address or telephone number provided by the Users in their Accounts.

3. ABOUT THE APP

The Btalentstar App is a mobile application that allows young soccer players aged from 8 to 23 to conduct soccer professional soccer training sessions and have a digital sports profile, in order to be able to present themselves to Professional Soccer Clubs to possibly be enrolled or recruited as players.

To use the web and choose a plan, Users must create a User Account and fill in the data requested in the registration forms, including contact details, experience as a player, position on the court, physical characteristics, among others. Then, Users must select one of the available plans, which are described hereafter:

- **Freemium Plan:** this plan allows Users to explore the App, perform free training sessions, check the Professional Soccer Clubs, and receive notifications from the App, but does not allow to apply for a Professional Soccer Club. This plan is free of charge and has no fixed duration.
- **Plan 3 Professional Soccer Clubs:** Users may consecutively apply to 3 Professional Soccer Clubs during the duration of the plan, as described below.
- **Plan 6 Professional Soccer Clubs:** Users may consecutively apply to 6 Professional Soccer Clubs during the duration of the plan, as described below.

- Plan 10 Professional Soccer Clubs: Users may consecutively apply to 10 Professional Soccer Clubs during the duration of the plan, as described below.

The prices of the paid plans can be found in the section 12.

Paid plans (i.e., all except the Freemium Plan) have a duration of two years from the date of registration and are paid immediately for the entire duration. After the expiration of the two years, plans do not automatically renew, but Users may select another plan at any time. Users may also select a new plan if they have exhausted the content of their plan before the end of its duration (e.g. if in the case of the Plan 3 Professional Soccer Clubs they have already contacted the three Professional Football Clubs before the expiration of the two years). Users will receive a reminder 30 days before their plan expires.

Users with a paid plan can select a Professional Soccer Club and complete a number of exercises specified by it, and film the completion of the exercises directly through the App, which accesses the camera of the mobile device on which it is installed for this purpose, or attach videos from their gallery, depending on the mobile device they use. The application exercises for Professional Soccer Clubs are accompanied by instructions and demonstration videos in the App and can be repeated until the Users decide to select a video, which will be stored in the App. Depending on the selected plan, Users can apply to a certain number of Professional Soccer Clubs, but only consecutively, i.e., they must always wait for the response from each Professional Soccer Club and can only apply to another one when they are "released" (see below).

The Professional Soccer Club can review the information indicated by Users in their Accounts and the videos through a software and shall respond within 30 calendar days in one of the following ways:

- “Released”: means that the Professional Soccer Club has no interest in offering Users to participate in a live audition or to recruit them as a player.
- “Selected”: means that the Professional Soccer Club has selected the User to participate in a live audition at a location specified by the national or international Professional Soccer Club within a maximum of 90 calendar days from the selection notification.
- “Enrolled”: means that the Professional Soccer Club wants the User to be part of its respective category.

After the completion of the live audition, the Professional Soccer Club may offer the User registration or enrolment in their juvenile categories. Negotiations for this will be conducted directly between the Professional Soccer Club and the User.

4. USER ACCOUNT

Users are responsible for the accuracy of the information entered in the web and for all activities of their User Account and agree not to share their Account access data with third parties. Bsports may check the validity of the identifiers entered, e.g., ID numbers or others, to prevent fraud, if legally permitted. Users undertake to keep the information in their Account always up to date.

If Users suspect that there is any situation that poses a security risk with respect to the legitimate use of their Account or password, they shall notify Bsports immediately at the email address indicated in clause 2. Bsports will take as a measure the blocking of the respective User Account.

Bsports reserves the right to close a User's Account if the User breaches these Terms and Conditions.

5. PAYMENT

Unless a different means is indicated for specific cases or offers, the plans may only be paid with the means of payment and cards supported by Stripe or other payment provider available in the App and Web.

Stripe, Mercado Pago and any other payment providers available in the App and Web, as well as the means or payment methods accepted by them, belong to third party providers independent of Bsports. The continuity of these services, as well as their correct functioning, is the sole responsibility of these companies, and any unavailability of the payment systems or delay in payments or refunds is the sole responsibility of the providers of the payment systems.

Payment through the App and Web is free of charge, but Users may be subject to fees or other charges from their respective bank for the use of credit cards or other means of payment, of which Bsports has no control.

6. USER RIGHTS

Users have all the rights to which they are entitled under applicable law.

Refunds due to overpayment, exercise of legal rights or for any other reason will be made by the same means of payment by which Users paid for the plan, or by other means of payment

agreed between Bsports and Users. Any delay in reimbursement shall be the sole responsibility of the relevant payment platform provider.

7. PERMITTED USE OF THE APP

Nothing contained in these Terms and Conditions or the App shall be construed as conferring in any way any license or right to use any Intellectual Property without the prior written consent, in its sole discretion, of Bsports or any third party owner thereof.

Users warrant that they will not use the App for purposes that are unlawful, prohibited or not expressly permitted by these Terms and Conditions. Likewise, Users agree:

- i. Not to provide or use false background information when using the App, and to provide personal data about other persons only if they have given their consent to this;
- ii. Not to use, launch or facilitate, directly or indirectly, automatic systems, including but not limited to "Robots", "Spiders", "Offline Readers";
- iii. Not to reproduce, modify, prepare derivative works of the App, distribute, license, rent, resell, transfer, publicly display or perform, transmit, retransmit or otherwise exploit the App, except as expressly permitted by Bsports;
- iv. Not to hack, decompile, reverse engineer or disassemble the App, except as permitted by applicable law;
- v. Not to link, mirror or frame any part of the App;
- vi. Not to cause or launch any program or script for the purpose of extracting, indexing, analyzing or otherwise performing data mining from any part of the App or unduly overloading or blocking the operation and/or functionality of any aspect of the App, or attempting to gain unauthorized access to data contained in the App;
- vii. Not to use any other mechanism that involves a fraudulent use of the App.
- viii. Not to assist, cooperate with, or advise others to misuse the App.

Likewise, Users guarantee that:

- i. They hold the copyright, or have the copyright owner's authorization for the publication of the User Content, and that they grant Bsports and the Professional Soccer Clubs a royalty-free, irrevocable and non-exclusive license to the copyright in the User Content, to use it for the purposes indicated in these Terms and Conditions and the privacy policy;
- ii. The User Content is not unlawful, obscene, defamatory, libellous, pornographic, hateful, racist, or otherwise inappropriate;
- iii. The User Content will not damage the reputation of Bsports, the App or any third party.

Users acknowledge and agree that Bsports reserves the right to remove any User Content that does not comply with the foregoing requirements without notice or liability to Users or any other person. Users further acknowledge and agree that Bsports has and assumes no liability of any kind arising out of or relating to User Content.

8. LIMITATION OF RESPONSIBILITY

Bsports through Btalentstar App only provides the opportunity for Users to introduce themselves to Professional Soccer Clubs and for Professional Soccer Clubs to view and contact Users, but is not responsible for the actions or inactions of the Professional Soccer Clubs. Bsports is also not responsible for whether the Professional Soccer Club responds to a User's application within a particular time frame or within the time frame provided by Bsports for doing so.

In case of interest of the User and one or more Professional Soccer Clubs, the User must bear the costs of travel, accommodation and other expenses associated with the realization of a live audition or the selection and recruitment or enrollment, without Bsports having any influence on it. Bsports is not responsible for these expenses in any case.

Bsports shall not be liable for damages beyond its reasonable control or due to acts of God or force majeure and shall not be liable for defects in the App that do not impair its usefulness or purpose. Bsports shall not be liable for damages caused to Users arising from the improper use of the App, or for the improper use that Users may make of the materials displayed and of the Intellectual Property.

Users shall hold Bsports harmless against all actions, claims, proceedings, losses and damages of any kind, expenses (including legal costs and expenses), suffered or incurred by Bsports or by other users or third parties, as a result of Users' failure to comply with these Terms and Conditions.

9. CONTACT WITH USERS

Users agree that Bsports, the Professional Soccer Clubs, or their commercial or advertising partners may contact them by email, SMS, WhatsApp or through other means, to provide them periodically with information about promotional offers or news regarding new products or services of Bsports, the App, the Professional Soccer Club or the commercial or advertising partner. Users may, in any case, request to no longer be contacted for these purposes, following the instructions indicated in each promotional communication.

10. LINKS TO THIRD PARTY WEBSITES

The App may contain links to websites operated by third parties. Such links are provided for Users' reference only. Bsports does not control such websites and is not responsible for the content of such websites. The inclusion of links to such websites by Bsports does not imply any endorsement of the material on such websites or any association with the operators of such websites.

11. MODIFICATIONS

Any modification to these Terms and Conditions will be duly notified to the Users. In order to continue using the App and Web after such modifications, Users may review the modifications and must express their acceptance of them.

12. ADDITIONAL OR DIFFERENT REGULATIONS FOR CERTAIN STATES

a. USA

(1) Users will be considered of legal age to use the Btalentstar App at 18 years old except in the states of Alabama and Nebraska, which will be considered at 19 years old and in Mississippi at 21 years old.

(2) Bsports expressly excludes the Users' right to terminate the contract concluded with Bsports within 10 days (right of withdrawal).

(3) The prices of the payment plans are as follows:

- Plan 3 Professional Soccer Clubs: 99 USD for 2 years
- Plan 6 Professional Soccer Clubs: 149 USD for 2 years
- Plan 10 Professional Soccer Clubs: 199 USD for 2 years

(4) In relation to the nationality and domicile of Bsports USA LLC you should know that the Terms and Conditions establish the following:

- That they are regulated exclusively by the Law of the State of Delaware, regardless of the nationality of the user and the place from which their services are accessed.
- That the servers are located in Brazil.
- The competent courts to resolve any legal conflict arising between Bsports USA LLC are the courts of Delaware.