

TERMS AND CONDITIONS OF THE WEBSITE BTALENTSTAR

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

These Terms and Conditions govern the use that any User makes of the Btalentstar website, regardless of their location. Additionally, additional or different rules specified in clause 12 apply to the indicated countries. 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 Website if their legal representatives have given their consent and accepted these Terms and Conditions, and supervise the minor's use of the Website. By approving these Terms and Conditions, the User acknowledges having read and accepted them in their entirety, understanding that they are legally binding and mandatory. Otherwise, the User must refrain from using the Website.

Some services and/or promotions offered on the Website may be subject to additional terms and conditions. In such cases, before being able to use such services and/or participate in such promotions, the User must confirm the respective additional terms and conditions.

1. DEFINITIONS

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

App means the mobile application "Btalentstar" that can be downloaded from the app stores.

Web means the Btalentstar website "www.btalentstar.com," which can be accessed through its URL.

BSports means the provider of the Web and the app, as specified in clause 2.

Professional football club means a football club that cooperates with Btalentstar and is registered on the app.

User Content means all data provided by the User on the Website.

Account means a User's account created on the Website, to be used in the App.

Intellectual Property means copyrights, logos, trademarks, trade names, slogans, and other indicia of origin associated with BSports, Professional Football Clubs, or third parties displayed on the Website.

Terms and Conditions means these Terms and Conditions of the Website.

User means any person using the Website, represented by their legal guardian, if applicable.

Sporting-Academic Profile means the digital link created by the Btalentstar app, which allows the user to directly submit it to the list of universities in the USA, containing sporting, academic, and financial aspects.

2. PROVIDER INFORMATION AND COMMUNICATIONS

The provider of the Website is:

Bsports USA LLC for Users from the United States and Mexico, EIN 88-3623514, located at 3411 SILVERSIDE ROAD TATNALL BUILDING #104 WILMINGTON, DE 19810. The User can contact Bsports USA by calling +56949390272 or emailing contacto@bsports.cl.

Bsports SpA, Tax ID Number 76.852.547-1, located at La Capitanía N° 662, Las Condes, Santiago, for Users from other South American countries. The User can contact Bsports SpA by calling +56996127508 or emailing contacto@bsports.cl.

If Bsports needs to contact the User, it will do so through the email address or phone number provided by the User in their Account.

3. ABOUT THE WEBSITE AND THE APP

The App is a mobile application that allows young soccer players aged 8 to 23 to participate in professional soccer training sessions and create a digital sports profile. This profile enables them to present themselves to professional soccer clubs for potential registration or contracts as players, or to obtain a sporting-academic profile through the sports scholarship module. This module allows the user to generate a link containing all the important information needed to directly apply for a sports scholarship at universities in the United States. If the obtained scoring is sufficient, the user may access a list of universities in the United States with their contact details, enabling them to directly submit their sporting-academic profile and apply for sports scholarships.

To use the Website and select a plan, Users must create a User Account and fill out the required information in the forms for both Sports Scholarships and professional clubs, including contact details, playing experience, position on the field, physical characteristics, among others. The Sporting-Academic Profile will request additional information regarding financial capacity, academic qualifications, English proficiency, and other sports-related aspects. Afterwards, the User must select one of the available plans to subsequently be used in the Btalentstar app, which are described below:

- **Freemium Plan:** This plan allows the User to explore the App, participate in free training sessions, view professional football clubs, and receive notifications from the

App, but does not allow for applying to a professional football club. This plan is free and has no specified duration.

- 3 Professional Football Clubs Plan: The User can apply to 3 professional football clubs successively during the duration of the plan, as described below.
- 6 Professional Football Clubs Plan: The User can apply to 6 professional football clubs successively during the duration of the plan, as described below.
- 10 Professional Football Clubs Plan: The User can apply to 10 professional football clubs successively during the duration of the plan, as described below.
- Sporting-Academic Plan: The User can generate a sporting-academic profile to access a list of American universities and their respective contact methods based on their obtained score. The user can update their sporting-academic profile twice during the annual duration of their membership. If a user obtains a score below the minimum required and does not receive a list of universities or wishes to achieve a better result, they can reapply within the same membership period, considering the recommendations and aspects for improvement in their sports report.

The prices of the paid plans can be found in the sections for each country in section 12.

Users with paid plans will have the option to generate:

- a) Sporting Profile (Professional Clubs)
- b) Sporting-Academic Profile (Sports Scholarships)

a) Paid Plan for Professional Clubs:

Paid plans (i.e., all plans except Freemium) have a duration of one year from the registration date and are paid immediately for the entire duration. After the one-year period expires, the plans do not automatically renew, but the User can select another plan at any time. The User can also choose a new plan if they have exhausted the content of their current plan before its duration ends (for example, if they have already contacted the three professional football clubs in the case of the 3 Professional Football Clubs Plan). Users will receive a reminder 30 days before their plan expires.

Users with a paid plan can select a professional football club and complete a specified number of exercises specified by the club. They can record themselves performing these exercises directly through the App, which accesses the camera of the mobile device on which it is installed for this purpose. The application exercises for professional football clubs are accompanied by instructions and demonstration tutorial videos within the App and can be repeated until the User decides to select a video, which is saved in the App. Depending on the selected plan, the User can apply to a certain number of professional football clubs.

The professional football club, through software, can view the information provided by the User in their Account and the videos to evaluate, and must respond within a period of 30 consecutive days in one of the following ways:

- "Released": means that the professional football club is not interested in offering the User the opportunity to participate in an in-person trial or to sign them as a player.
- "Selected": means that the professional football club has chosen the User to participate in an in-person trial at a location specified by the national or international professional football club within a maximum period of 90 consecutive days from the notification of selection.
- "Registered": means that the professional football club wants the User to become part of their respective category.

After the completion of the in-person trial, professional football clubs may offer the User registration or participation in their youth categories. Negotiations for registrations or participation will be conducted directly between the professional football club and the User through their respective legal guardian or representative.

After each user completes the creation of their sports profile for professional clubs and submits their application, they will receive:

1. Sports report from the applied professional club.
2. Link to access a professional football preseason.

b) **Sporting-Academic Plan:** Paid plans (i.e., all plans except Freemium) have a duration of one year from the registration date and are paid for immediately for the entire duration. After the one-year period expires, the plans do not automatically renew, but the User can select another plan at any time. The User can also choose a new plan if they have exhausted the content of their current plan before its duration ends. Users will receive a reminder 30 days before their plan expires.

Users with a paid plan can select to create a Sporting-Academic Profile for sports scholarship opportunities. They can complete a specified number of exercises based on their position and record themselves performing these exercises directly through the App, which accesses the camera of the mobile device on which it is installed for this purpose. The application exercises for applications are accompanied by instructions and demonstration videos within the App and can be repeated until the User decides to select a video, which is saved in the App.

Subsequently, each user must answer a series of questions associated with their sporting-academic profile regarding financial capacity, academic qualifications, English proficiency, and other sports-related aspects. This process will generate a scoring system that profiles users based on their obtained score to determine access to a list of at least 10 universities where they may qualify for a sports scholarship to some extent. Users who do not receive any university list results during their membership year can update their profile again with the aim of achieving a better result and gaining access to a specific list of universities to directly submit their sporting-academic profile. It is important to note that the information created through the sporting-academic profile corresponds to an evaluative process and does

not guarantee acceptance or rejection by the contacted university based on the obtained scoring for a sports scholarship, which ultimately depends on the respective university.

Upon completion of their sporting-academic profile, each user will receive:

1. Sports report.
2. Web sporting profile for sharing, which will contain their exercise videos and all associated academic, sports, and financial documentation.
3. Link to access a professional football preseason.

Universities will have the option to express interest or not in the user based on the information they receive, with Btalentstar serving as the consolidator of necessary information through the creation of a sporting-academic profile to accurately evaluate the possibility of a sports scholarship.

4. USER ACCOUNTS

The User is responsible for the accuracy of the information entered on the Website and for all activities within their User Account, committing not to share their Account access data with third parties. Btalentstar may verify the validity of the identifiers entered, such as ID numbers or others, to prevent fraud if legally permitted. The User agrees to keep the information in their Account always up to date.

If a User suspects any situation that poses a security risk regarding the legitimate use of their Account or password, they will immediately notify Btalentstar at the email address provided in clause 2. Btalentstar will take measures such as blocking the respective User Account.

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

5. PAYMENT

Unless a different method is indicated for specific cases or offers, plans can only be paid using payment methods and cards accepted by Stripe, Mercado Pago, or another payment provider available on the Website and in the app.

Stripe, Mercado Pago, and any other payment provider available on the Website and app, as well as the payment methods or portals accepted by them, are third-party providers independent of Btalentstar. The continuity and proper functioning of these services are the sole responsibility of these companies, and any unavailability of payment systems or delays in payments or refunds are the sole responsibility of the payment system providers.

Payment through the Website is free, but the User may be subject to fees or other charges from their respective bank for the use of credit cards or other payment methods, over which Btalentstar has no control.

6. USER RIGHTS

The User shall have all rights granted to them by applicable law.

Refunds for overpayment, exercise of legal rights, or any other reason will be processed using the same payment method the User used to pay for the plan, or by other payment methods agreed upon between Btalentstar and the User. Any delay in refunds will be the sole responsibility of the respective payment platform provider.

7. PERMITTED USE OF THE WEBSITE

Nothing stated in these Terms and Conditions or on the Website shall be construed as a grant, in any way, of a license or right to use any Intellectual Property without the prior written consent, at its sole discretion, of Bsports or any third party that owns it.

The User guarantees not to use the Website for unlawful, prohibited, or expressly unauthorized purposes under these Terms and Conditions. Additionally, the User agrees to:

- i) Do not provide or use false information when using the App through the Website, and provide personal data about other individuals only if they have consented to it.
- ii) Do not use, launch, or facilitate, directly or indirectly, automatic systems, including but not limited to "Robots," "Spiders," "Offline Readers."
- iii) Do not reproduce, modify, create derivative works from the Website, distribute, license, lease, resell, transfer, publicly display or perform, transmit, retransmit, or otherwise exploit the Website, except as expressly permitted by Bsports.
- iv) Do not hack, decompile, reverse engineer, or disassemble the Website.
- v) Do not link, mirror, or frame any part of the Website.
- vi) Do not cause or launch any program or script for the purpose of extracting, indexing, analyzing, or otherwise mining data from any part of the Website, or improperly overload or block the operation and/or functionality of any aspect thereof, or attempt to gain unauthorized access to data contained on the Website.
- vii) Do not use any other mechanism that involves fraudulent use of the Website.
- viii) Do not assist, cooperate, or advise others to misuse the Website.

Similarly, the User guarantees that:

- i) They own the copyright, or have authorization from the copyright owner, to publish the User Content, and grant BSports and the professional football clubs a royalty-free, irrevocable, non-exclusive license to the copyright of the User Content, so that they may use it for the purposes stated in these Terms and Conditions and the privacy policy.

ii) The User Content is not illegal, obscene, defamatory, slanderous, pornographic, hateful, racist, or inappropriate for any reason.

iii) The User Content will not harm the reputation of Btalentstar, the Website, or any third party.

The User acknowledges and agrees that Btalentstar reserves the right to remove any User Content that does not comply with the specified requirements without prior notice or liability to the User or any other person. Additionally, the User acknowledges and agrees that Btalentstar has no responsibility or liability whatsoever arising from or related to User Content.

8. LIMITATION OF LIABILITY

Btalentstar only provides Users with the opportunity to digitally present themselves to professional football clubs and for these clubs to view and contact Users, but is not responsible for the actions or inactions of the professional football clubs. Btalentstar also does not guarantee that a professional football club will respond to a User's application within a specified period or within the timeframe anticipated by Btalentstar.

If a User expresses interest and one or more professional football clubs do as well, the User shall bear the expenses of transportation, accommodation, and any other costs associated with attending a physical trial or being selected and hired or enrolled, without Btalentstar having any influence over it. Btalentstar shall not be responsible for these expenses under any circumstances.

Btalentstar shall not be liable for damages that are beyond its reasonable control or due to force majeure events, and shall not be liable for defects in the Website that do not affect its usefulness or purpose. Btalentstar shall not be responsible for damages caused to the User due to improper use of the Website or misuse of the materials displayed and Intellectual Property.

The User shall indemnify Btalentstar against any action, demand, proceeding, loss, and damage of any kind, expenses (including legal costs and expenses) suffered or incurred by Btalentstar or by other users or third parties, as a result of the User's failure to comply with these Terms and Conditions.

9. USER CONTACT

The User agrees that Btalentstar, professional football clubs, or their commercial or advertising partners may contact them via email, SMS, WhatsApp, or other means to provide periodic information about promotional offers or news related to new products or services from BSports, the App, the Website, the professional football club, or the commercial or advertising partner. The User may, in any case, request not to be contacted for these purposes by following the instructions provided in each promotional communication.

10. LINKS TO THIRD-PARTY WEBSITES

The Website may contain links to websites operated by third parties. These links are provided for the User's reference only. Btalentstar does not control these websites and is not responsible for their content. The inclusion of links to such websites by Btalentstar does not imply any endorsement of the material on those websites.

11. MODIFICATIONS

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

12. ADDITIONAL OR DIFFERENT RULES FOR SPECIFIC COUNTRIES

a) Chile

(1) The User shall have the right to exercise the rights provided by the Consumer Protection Law (Law 19.496) regarding the services provided through the Web.

(2) Bsports expressly excludes the User's right to terminate the contract entered into with Bsports within a period of 10 days (right of withdrawal).

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

- 1 Club professional football Plan: USD 19 per year.
- 3 Club professional football Plan: USD 49 per year.
- 6 Club professional football Plan: USD 69 per year.
- 10 Club professional football Plan: USD 99 per year.

b) Argentina

(1) The User shall have the right to exercise the rights provided by the Consumer Protection Law (Consumer Protection Law 24.240) regarding the services provided through the Web.

(2) Bsports expressly excludes the User's right to terminate the contract entered into with Bsports within a period of 10 days (right of withdrawal).

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

- 1 Club professional football Plan: USD 19 per year
- 3 Club professional football Plan: USD 49 per year
- 6 Club professional football Plan: USD 69 per year
- 10 Club professional football Plan: USD 99 per year

c) Colombia

(1) The User shall have the right to exercise the rights provided by the Consumer Protection Law (Consumer Protection Law 1.480 of 2011) regarding the services provided through the Web.

(2) Bsports expressly excludes the User's right to terminate the contract entered into with Bsports after a period of 10 calendar days (right of withdrawal).

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

- 1 Club professional football Plan: USD 19 per year
- 3 Club professional football Plan: USD 49 per year
- 6 Club professional football Plan: USD 69 per year
- 10 Club professional football Plan: USD 99 per year

d) Perú

(1) The User shall have the right to exercise the rights provided by the Consumer Protection Law (Law 29.714) regarding the services provided through the Web.

(2) BSports expressly excludes the User's right to terminate the contract entered into with BSports within a period of 10 days (right of withdrawal).

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

- 1 Club professional football Plan: USD 19 per year
- 3 Club professional football Plan: USD 49 per year
- 6 Club professional football Plan: USD 69 per year
- 10 Club professional football Plan: USD 99 per year

e) USA

(1) The User shall have the right to exercise the rights provided by the Consumer Credit Protection Act (CCPA) regarding the services provided through the Web.

(2) Bsports expressly excludes the User's right to terminate the contract entered into with Bsports within a period of 10 days (right of withdrawal).

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

- 1 Club professional football Plan: USD 49 per year
- 3 Club professional football Plan: USD 99 per year

- 6 Club professional football Plan: USD 149 per year
- 10 Club professional football Plan: USD 199 per year
- Academic sports profile Plan 2 options: USD 199 per year

f) Spain

(1) The User shall have the right to exercise the rights provided by the Law on Consumer Rights Protection, which is Royal Legislative Decree 1/2007, regarding the services provided through the Web.

(2) BSports expressly excludes the User's right to terminate the contract entered into with BSports within a period of 10 days (right of withdrawal).

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

- 1 Club professional football Plan: USD 49 per year
- 3 Club professional football Plan: USD 99 per year
- 6 Club professional football Plan: USD 149 per year
- 10 Club professional football Plan: USD 199 per year

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