

Terms and Conditions of Service

1. General

Team-i websites (“Websites”), mobile applications (“Apps”), and related services (together with the Websites and Apps, the “Service”) are operated by Team-i. (“Team-i,” “us,” or “we”). Access and use of the Service is subject to the following Terms and Conditions of Service (“Terms and Conditions”). By accessing or using any part of the Service, you represent that you have read, understood, and agree to be bound by these Terms and Conditions including any future modifications. Team-i may amend, update, or change these Terms and Conditions. If we do this, we will post a notice that we have made changes to these Terms and Conditions on the Websites for at least 7 days after the changes are posted and will indicate at the bottom of the Terms and Conditions the date these terms were last revised. Any revisions to these Terms and Conditions will become effective the earlier of (i) the end of such 7-day period or (ii) the first time you access or use the Service after such changes. If you do not agree to abide by these Terms and Conditions, you are not authorized to use, access, or participate in the Service.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS.

Description of Website and Service

The Service allows users to access and use a variety of educational services, including coaching sports. Team-i may, in its sole discretion and at any time, update, change, suspend, make improvements to or discontinue any aspect of the Service, temporarily or permanently.

2. Acceptable Use of the Services

You are responsible for your use of the Services, and for any use of the Services made using your account. Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Services, you must comply with our Community Guidelines.

3. Additional Terms

Some of our Services have additional terms and conditions (“Additional Terms”). Where Additional Terms apply to a Service, we will make them available for you to read through your use of that Service. By using that Service, you agree to the Additional Terms.

4. Registration

In connection with registering for and using the Service, you agree (i) to provide accurate, current and complete information about you and/or your organization as requested by Team-i; (ii) to maintain the confidentiality of your password and other information related to the security of your account; (iii) to maintain and promptly update any registration information you provide to Team-i, to keep such information accurate, current and complete; and (iv) to be fully responsible for all use of your account and for any actions that take place through your account.

5. Your Representations and Warranties

You represent and warrant to Team-i that your access and use of the Service will be in accordance with these Terms and Conditions and with all applicable laws, rules, and

regulations of the UK and any other relevant jurisdiction, including those regarding online conduct or acceptable content, and those regarding the transmission of data or information exported from the UK and/or the jurisdiction in which you reside. You further represent and warrant that you have created or own any material you submit via the Service (including Activity Materials and Content) and that you have the right, as applicable, to grant us a license to use that material as set forth above or the right to assign that material to us as set forth below.

6. Submission of Content

As a condition of submitting any ratings, reviews, information, data, text, photographs, audio clips, audiovisual works, translations, flashcards, or other materials on the Service (collectively, "Content"), you hereby grant to Team-i a full-paid, royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, and create derivative works from the Content; incorporate the Content into other works; and sublicense through multiple tiers the Content. You acknowledge that this license cannot be terminated by you once your Content is submitted to the Service. You represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, Team-i, and others as described and otherwise contemplated in these Terms and Conditions. You understand that other users will have access to the Content and that neither they or Team-i have any obligation to you or anyone else to maintain the confidentiality of the Content. You will not upload, display, or otherwise provide on or through the Service any Content that: (i) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive, or otherwise violates any law or infringes upon the right of any third party (including copyright, trademark, privacy, publicity, or other personal or proprietary rights); (ii) in Team-i's sole judgment, is objectionable, restricts or inhibits any other person from using the Service, or may expose Team-i or its users to any harm or liability of any kind; or (iii) violates Team-i's Community Guidelines.

7. Indemnification of Team-i

You agree to defend, indemnify and hold harmless Team-i and its directors, officers, employees, contractors, agents, suppliers, licensors, successors and assigns, from and against any and all losses, claims, causes of action, obligations, liabilities and damages whatsoever, including attorneys' fees, arising out of or relating to your access or use of the Service, any false representation made to us (as part of these Terms and Conditions or otherwise), your breach of any of these Terms and Conditions, or any claim that any translation we provide to you is inaccurate, inappropriate or defective in any way whatsoever.

8. License to Apps

Subject to the terms of these Terms and Conditions, Team-i grants you a non-transferable, non-exclusive license to download, install, and use one copy of each App in object code form only on an interactive wireless device that you own or control. You may not derive or attempt to derive the source code of all or any portion of any App, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate any App or any part thereof. Team-i and its licensors own and shall retain all intellectual property rights and other rights in and to the Apps, and any changes,

modifications, or corrections thereto. The following terms and conditions apply to you only if you are using the Apps from the Apple App Store. To the extent the other terms and conditions of these Terms and Conditions are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to Apps from the Apple App Store. You acknowledge and agree that these Terms and Conditions are solely between you and Team-i, not Apple, and that Apple has no responsibility for the Apps or content thereof. Your use of any App must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apps. In the event of any failure of any App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and Conditions. You and Team-i acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apps or your possession and/or use of any App, including, but not limited to: (i) product liability claims; (ii) any claim that an App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Team-i acknowledge that, in the event of any third-party claim that any App or your possession and use of that App infringes that third party's intellectual property rights, Team-i, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms and Conditions. You must comply with applicable third party terms of agreement when using any App. You and Team-i acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and Conditions as they relate to your license of the Apps, and that, upon your acceptance of these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof.

9. In-App Purchases

If you purchase an auto-renewing periodic subscription through the Service, your Team-i account will be billed continuously for the subscription until you terminate it as set forth below. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically renew for an additional equivalent period. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your Team-i account and follow instructions to terminate or change your subscription, even if you have deleted your account.

You agree to pay all fees and applicable taxes incurred by you or anyone using a Team-i account registered to you. Team-i may revise the pricing for the goods and services offered through the Service at any time. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your

credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

10. Payment Processors

All financial transactions made in connection with the Service will be processed by a third party in accordance with their respective terms of use, privacy policy, and/or any applicable payment terms and conditions. We encourage you to learn about the practices of such third party. In no event will Team-i be responsible for the actions or inactions of any third party payment processor, including, but not limited to, system downtime or payment service outages.

11. Refund Policy

All payments are nonrefundable. However, Team-i may grant refunds or credits on a case-by-case basis at our sole discretion. Team-i's grant of a refund or credit in one instance does not obligate Team-i to provide a refund or credit in the future, under any circumstances. If you cancel your periodic subscription to a paid Team-i service, you will continue to have access to the service through the end of your current billing period.

12. Third-Party Links, Sites, and Services

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Team-i. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from Team-i, you understand that these Terms and Conditions and our Privacy Policy do not apply to your use of such sites. You expressly acknowledge and agree that Team-i shall not be responsible or liable, directly or indirectly, for any damage or loss arising from your use of any third-party website, service, or content.

The Service may include advertisements, which may be targeted to the Content or information on the Service, or other information. The types and extent of advertising by Team-i on the Service are subject to change. In consideration for Team-i granting you access to and use of the Service, you agree that Team-i and its third party providers and partners may place such advertising in connection with the display of content or information submitted by you or others.

13. NO REPRESENTATIONS OR WARRANTIES BY Team-i

THE SERVICE, INCLUDING ALL IMAGES, AUDIO FILES AND OTHER CONTENT THEREIN, AND ANY OTHER INFORMATION, PROPERTY AND RIGHTS GRANTED OR PROVIDED TO YOU BY Team-i ARE PROVIDED TO YOU ON AN "AS IS" BASIS. Team-i AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, EITHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Team-i DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND RELATING TO ACCURACY, SERVICE AVAILABILITY, COMPLETENESS, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, OR NON-INFRINGEMENT. ACCESS AND USE OF

THE SERVICE MAY BE UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

14. LIMITATION ON TYPES OF DAMAGES/LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Team-i BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICE OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE SERVICE, INACCURATE RESULTS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES OR OTHER PROPERTY, EVEN IF Team-i HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Team-i'S LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO TEAM-i FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

You understand and agree that we have set our prices and entered into these Terms and Conditions with you in reliance upon the limitations of liability set forth in these Terms and Conditions, which allocate risk between us and form the basis of a bargain between the parties.

15. Termination

Team-i may terminate your access and use of the Service immediately at any time, for any reason, and at such time you will have no further right to use the Service. You may terminate your Team-i account at any time by following the instructions available through the Service. Sections 1, 6, 8, and 10-28 of these Terms and Conditions shall survive any termination.

16. Proprietary Rights in Service Content and Activity Materials

All content available through the Service, including designs, text, graphics, images, information, software, audio and other files, and their selection and arrangement ("Service Content"), are the proprietary property of Team-i or its licensors. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms and Conditions. You may not use any data mining, robots, scraping, or similar data gathering or extraction methods to obtain Service Content. As between you and Team-i, all data, information, and materials generated from your access and use of the educational activities made available on or through the Service, including translated content generated by you ("Activity Materials"), shall be exclusively

owned by Team-i, and you shall not have any right to use such Activity Materials except as expressly authorized by these Terms and Conditions. By using the Service, you hereby assign to Team-i o any and all rights, title, and interest, including any intellectual property rights or proprietary rights, in the Activity Materials. All rights of Team-i or its licensors that are not expressly granted in these Terms and Conditions are reserved to Team-i and its licensors.

17. Trademarks

Access and use of the Service does not grant or provide you with the right or license to reproduce or otherwise use the Team-i name or any Team-i or third-party trademarks, service marks, graphics, or logos.

18. Privacy

Use of the Service is also governed by our Privacy Policy. By using the Service, you consent to the terms of the Privacy Policy.

19. Dispute Resolution & Arbitration

ANY DISPUTE OR CLAIM RELATING TO THESE TERMS AND CONDITIONS OR THE SERVICE AND SEEKING MONETARY RELIEF SHALL BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS ACCORDING TO THIS SECTION.

Prior to initiating any arbitration, the party seeking arbitration (“Claimant”) must first send a written Notice of Claim to the other party (“Respondent”) by email. This Notice must contain the Claimant’s name, address, and contact information; the identity of counsel (if any); the nature and basis of the claim; and the specific relief sought. Within thirty (30) days of receipt of the Notice, the parties shall engage in at least one good-faith settlement conference by telephone or video conference. An individual party must be personally present at this settlement conference, and an entity party must be present at this settlement conference through an employee with settlement authority, though both parties may bring counsel as well. Arbitration shall be initiated only if no settlement can be reached at this settlement conference.

20. Language

This agreement was originally written in English (UK). To the extent any translated version of this agreement conflicts with the English version, the English version controls.

21. Miscellaneous

These Terms and Conditions constitute the entire agreement between Team-i and you concerning the subject matter hereof. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. A waiver by Team-i or you of any provision of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Team-i may assign its rights or obligations under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of Team-i and you, and Team-i 's and your respective successors and permitted assigns.

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