TERMS AND CONDITIONS

Please carefully read these Terms and Conditions before using our Services. This is a legally binding contract. By accessing and/or browsing and/or creating an account and/or using our Website (www.playerszone.tv) and Services, you accept this agreement on behalf of yourself and any entity or individual you represent. If you do not agree with these Terms and Conditions, you should leave our Website immediately.

Our Website (<u>www.playerszone.tv</u>), including its platform, website or device applications, hereinafter referred to as the "Website" and Services, belongs to United Street Soccer, EIN Number 46-4209346, legally incorporated and domiciled in the State of North Carolina, United States of America (collectively referred to as "We" and/or "Us" and/or "Players Zone").

These Terms and Conditions should be understood as a contractual agreement between you and Players Zone.

Players Zone and this Website, as the Services it provides are protected by all Copyrights and Intellectual Property Rights under the laws of the United States of America, as all international copyright and data protection treaties.

These Terms and Conditions describe all Services offered by Players Zone through the Website in connection with which you are accepting this agreement.

BY ACCESSING AND/OR BROWSING AND/OR CREATING AN ACCOUNT AND/OR USING THE SERVICES ON OUR WEBSITE YOU ACCEPT THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY AND ANY OTHER AGREEMENT RELATED THEREWITH. WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY BEFORE CONTINUING TO USE OUR WEBSITE AND SERVICES.

WHEN YOU ACCESS AND/OR BROWSE AND/OR CREATE AN ACCOUNT AND/OR USE OUR WEBSITE SERVICES, YOU WILL BE DOING SO IN YOUR OWN FREE WILL, IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, OR BY OUR PRIVACY POLICY OR BY ANY OTHER AGREEMENT RELATED TO OUR WEBSITE SERVICES, WE ADVISE THAT YOU LEAVE THE WEBSITE IMMEDIATELY. THE ACCESS TO AND/OR BROWSING ON THIS WEBSITE AND/OR THE USE OF OUR SERVICES WILL IMPLY THAT

YOU GAVE YOUR CONSENT AND ARE EXPRESSLY ACCEPTING THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY AND ANY OTHER AGREEMENT RELATED THEREWITH.

Please carefully read the definitions applicable to these Terms and Conditions in Section 22 set out below.

1. OUR SERVICES.

- **1.1.** Players Zone is an online learning platform created to teach tested practices and drills by sharing soccer skills through courses and/or tutorials on the Website ("Services"), addressed to players and people who wish to learn and improve their soccer techniques and join our Players Zone Community ("Users").
- **1.2.** Any User can have unlimited access to our practice tutorials or courses at any time and from anywhere only by registering an Account and joining a Subscription Plan on our Website.
- **1.3.** Users acknowledge that the courses available on the Website can not be downloaded on any devices, and that access is only allowed by logging into their registered Account in the Website.
- **1.4.** Players Zone are not be available for sharing with other Users or third parties outside the Website.
- **1.5.** Users acknowledge that there will be no direct contact or interaction with any of the Players Zone Coaches, either through the Website and/or anywhere else.

2. ELIGIBILITY.

2.1. The use of the Website and of all Services provided is exclusively available for individuals who can enter into legally binding contracts as prescribed under local and/or international applicable law.

- **2.2.** Only individuals who have the legal age as prescribed by applicable laws, as to being competent to enter into a legally binding contract, are eligible to register, subscribe and use the Website and Services.
- **2.3.** Individuals who are below legal age as prescribed by applicable laws ("minor"), as being incompetent to enter into a contract, including but not limited to un-discharged insolvents, who cannot create legally binding contracts under law, are not eligible to register, and use the Website and Services.
- **2.4.** Individuals who are below the legal age ("minors"), can only register on the Website and use their Services with prior authorization from their parents or legal representatives.
- **2.5.** This Website and the Services it provides are for Users personal use only, and it must not be used for any other purpose, or in connection with any other commercial activity, without Players Zone express prior written consent. The User may not use the Website and Services in violation of any laws, rules or regulations.

3. REGISTERING AN ACCOUNT.

- **3.1.** If you wish to enjoy our Website and Services all you have to do is register an Account and subscribe to our Annual Membership. During the registration process, Players Zone will require you to provide the following information ("Personal Information"):
 - First Name.
 - Last Name.
 - Email.
 - Type of individual (experienced player, coach or parent).
 - Gender.
 - Country.
 - Newsletter Subscription to our (optional).
 - Payment Method (Credit Card/Debit Card).
- **3.2.** All Users will be exclusively responsible for maintaining the confidentiality of their Account and password, and for restricting access to any third party.

- **3.3.** The User must be responsible for all activities carried out under its Account login and through the use of its password.
- **3.4.** The User agrees to immediately notify Players Zone if any unauthorized use of its password or Account occurs, as any other breach of security, and must ensure to logout from the User Account at the end of each session.
- **3.5.** Players Zone will take all reasonable measures to protect Users' information against accidental or unlawful destruction, loss, unauthorized access, including measures to encrypt such information.

4. ANNUAL MEMBERSHIP & PAYMENT.

- **4.1.** Players Zone offers an Annual Membership Plan which can easily be paid on the Website, or through any electronic Device, by any of the following payment methods: Credit Cards, Debit Cards and Paypal Accounts. The annual price of our Membership is available on our Website.
- **4.2.** Players Zone does not store your Payment Method information. All payment details entered through the Website are encrypted when you enter them. Communications to and from the service provider's site are also encrypted.
- **4.3.** Players Zone will not provide any User payment information obtained through the Website to any third-party companies or individuals unless required to by law, regulation or court order.
- **4.4.** Payment Methods details provided by the User will be legitimate, valid and accurate, and only Payment Methods legally held under its own name may be submitted during the payment process. Players Zone will not be liable for any Payment Methods fraud resulting from inaccurate, incorrect, or unlawful information provided by the User. Any liability arising from fraudulent acts to Payment Methods by the User, as any responsibility to prove otherwise shall be exclusively on the User.
- **4.5.** After payment has been duly completed by the User, Players Zone will confirm that the same has been approved and will proceed to issue an

- Annual Membership confirmation which will be sent to the email address provided by the User during payment process.
- **4.6.** The User accepts that Players Zone may temporarily suspend the subscription of the Annual Membership in case the renewal subscription price has not been paid by the User after a 1-year period has gone through since the first Annual Membership payment date. User may opt for its plan reactivation by immediately paying the amount of the annual renewal.

5. WEBSITE MAINTENANCE.

Players Zone will make its best efforts to provide and/or make the Website and its Services available in an uninterrupted manner to the User. However, the Website and Services may be subject to downtimes and/or may not be available temporarily due to scheduled maintenance activity initiated by Players Zone, and such scheduled maintenance activity may be notified to the User by email from Players Zone. In addition, the Website and Services may be unavailable due to unscheduled emergencies and/or for other causes beyond Players Zone's reasonable control and for such unscheduled emergencies prior notice shall not be given by Players Zone.

6. USER SUPPORT.

- **6.1.** Players Zone has available features on the Support Section in our Website to assist any technical issues from our Users.
- **6.2.** By using our Website and Services, the User accepts the method by which Players Zone offers to provide technical support.
- **6.3.** Players Zone may choose to change technical support features at any time and without prior notice.

7. ACCEPTABLE USE.

The User agrees not to use our Website and Services to:

- i. Use it in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Website.
- **ii.** Use automated scripts to collect information from or otherwise interact with the Website and Services.
- **iii.** Upload, post, transmit, share, store or otherwise make available any content deemed to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.
- **iv.** Register more than one User account, register a User account on behalf of an individual other than yourself, or register a User account on behalf of any third party group or entity.
- **v.** Impersonate any person or entity, or falsely state or otherwise misrepresent itself, its age or its affiliation with any person or entity.
- **vi.** Upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- **vii.** Upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.
- **viii.** Request personal information from anyone or request passwords or personally identifying information for commercial or unlawful purposes.
 - ix. Upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

- **x.** Intimidate or harass another individual or entity.
- **xi.** Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.
- **xii.** Use or attempt to use another's account, service or system without the prior authorization from Players Zone, or create a false identity on the Website.

8. OWNERSHIP RIGHTS.

- **8.1.** Each and every intellectual property right and copyright held by Players Zone in relation to the Website and Services; as to any inventions; patents; trademarks; logos; business secrets; domain names; and knowhow, among others, that currently exist and/or that have existed in the past and/or that may exist in the future with respect to Players Zone and/or Services ("Intellectual Property"), are exclusive property of, and belong solely to United Street Soccer. Likewise, User accepts that all moral and patrimonial rights to Intellectual Property belong solely and exclusively to United Street Soccer.
- **8.2.** The User must not reproduce and/or disclose and/or use in its own benefit or for the benefit of any third parties, in its original or converted form, or in any other way, whether directly or indirectly, any Intellectual Property belonging to United Street Soccer.
- **8.3.** The User accepts that the use of the Website and Services is exclusively limited to the provisions established in these Terms and Conditions, and in our Privacy Policy and that the User has no right to claim any right or interest of any kind on the Website and its content and/or Services and/or the Intellectual Property and/or any other right associated or arising from such Intellectual Property.

9. DISCLAIMER, WARRANTIES AND LIMITATION OF LIABILITY.

- **9.1.** THE WEBSITE IS PROVIDED AND IS AVAILABLE "AS IS", WITH THE EXCLUSIVE PURPOSE OF ALLOWING USERS TO TRAIN AND DEVELOP THEIR SOCCER SKILLS THROUGH OUR COURSES AVAILABLE ON OUR WEBSITE.
- 9.2. THE USER WARRANTS THAT THIS (OR ITS CHILD, AS APPLICABLE) ARE IN FULLY GOOD PHYSICAL CONDITION TO ENGAGE IN THE DEMANDING PHYSICAL ACTIVITY INVOLVED WHEN PLAYING COMPETITIVE SOCCER, OR TO ENGAGE IN ANY OF THE ACTIVITIES PROMOTED BY THE WEBSITE OR SERVICES. ALL OF THE INFORMATION PROVIDED ON THE WEBSITE IS FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY.
- **9.3.** THE USER FURTHER REPRESENTS AND WARRANTS THAT THIS (OR ITS CHILD, AS APPLICABLE) HAS CONSULTED WITH A QUALIFIED PHYSICIAN WHO HAS DETERMINED THAT THIS (OR ITS CHILD, AS APPLICABLE) ARE IN FULL SHAPE TO ENGAGE IN THE DEMANDING PHYSICAL ACTIVITY INVOLVED WHEN PLAYING COMPETITIVE SOCCER.
- **9.4.** IN NO EVENT MUST PLAYERS ZONE OR ANY INDIVIDUAL INVOLVED WITH PLAYERS ZONE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY ARISING FROM THE SERVICES PROVIDED.
- **9.5.** IF THE USER (OR ITS CHILD, AS APPLICABLE) ARE NOT IN FULLY PHYSICAL CONDITION TO ENGAGE IN THE DEMANDING PHYSICAL ACTIVITY INVOLVED WHEN PLAYING COMPETITIVE SOCCER OR IN UNDERTAKING THE ACTIVITIES PROMOTED BY THE WEBSITE OR SERVICES PROVIDED, THE USER (OR ITS CHILD, AS APPLICABLE) MUST NOT ENGAGE IN THE ACTIVITIES SHOWN ON THE WEBSITE.
- **9.6.** THE USER EXPRESSLY AGREES THAT PLAYERZONE WILL NOT BE RESPONSIBLE IN ANY WAY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE,

- INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES TO USERS AND/OR THEIR CHILDREN DURING ANY OF OUR TRAINING COURSES.
- **9.7.** PLAYERS ZONE WILL NOT BE RESPONSIBLE UNDER ANY CIRCUMSTANCES, DIRECTLY OR INDIRECTLY, FOR:
 - (I) DAMAGE CAUSED BY USERS TO THIRD PARTIES AS A RESULT OF THE VIOLATION OF ONE OR MORE ARTICLES OF THESE TERMS AND CONDITIONS AND/OR OUR PRIVACY POLICY.
 - (II) THE VIOLATION OF ANY LAW, REGULATION, RIGHT OR JUDICIAL ORDER IN WHICH THE USER INCURS.
- 9.8. PLAYERS ZONE WILL BE HELD LIABLE SHOULD IT FAIL TO COMPLY WITH THE TERMS AND CONDITIONS IN THIS AGREEMENT CAUSING ANY LOSS OR DAMAGE TO THE USER THAT WAS FORESEEABLE, AND AS A RESULT OF PLAYERS ZONE BREACH, OR IF IT SHOULD FAIL TO USE REASONABLE CARE AND SKILL. HOWEVER, PLAYERS ZONE WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO USERS THAT WERE NOT FORESEEABLE. FORESEEABLE LOSS OR DAMAGE WILL BE UNDERSTOOD IF AN EVENT IS OBVIOUS OR ABLE TO BE PREDICTED AT THE TIME THE USER APPLIES ANY OF THE LESSONS SHOWN ON THE TUTORIALS, WHICH CAN BE ANTICIPATED BY BOTH PLAYERS ZONE AND THE USER.
- **9.9.** PLAYERS ZONE DOES NOT WARRANT AND DISCLAIMS THAT THE WEBSITE WILL BE AVAILABLE AND/OR PROVIDED IN A TIMELY, SECURED MANNER, UNINTERRUPTED, FREE FROM ANY ERRORS, INCLUDING BUT NOT LIMITED TO VIRUSES OR OTHER MALICIOUS SOFTWARE.
- 9.10. PLAYERS ZONE DOES NOT WARRANT THAT THE OPERATION OF THE WEBSITE AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE WEBSITE AND SERVICE WILL WORK PROPERLY ON ANY GIVEN DEVICE OR WITH ANY PARTICULAR CONFIGURATION OF HARDWARE AND/OR SOFTWARE, OR THAT ANY SERVICE WILL PROVIDE COMPLETE PROTECTION FOR THE INTEGRITY OF SELECTED DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET.

- **9.11.** IN NO EVENT WILL WE BE LIABLE FOR ANY ERRORS DURING THE PROCESSING OF YOUR CREDIT CARD INFORMATION UNDERTAKEN BY ANY THIRD PARTY PROVIDER WITH WHOM PLAYERS ZONE CONTRACTS TO PROVIDE SUCH SERVICES.
- **9.12.** TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL PLAYERS ZONE AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, LICENSORS OR ANY OTHER PERSON ASSOCIATED OR ANY OTHER BUSINESS PARTNER, BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY.
- **9.13.** PLAYERS ZONE SHALL NOT BE LIABLE TO USER OR ANY THIRD PARTY, FOR THE SUSPENSION, CANCELLATION, TERMINATION OR DISCONTINUATION OF THE WEBSITE SERVICES, CAUSED BY FORCE MAJEURE OR THIRD PARTIES.
- **9.14.** THE EXCLUSIONS AND LIMITATIONS OF PLAYERS ZONE LIABILITY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, LICENSORS OR ANY OTHER PERSON ASSOCIATED OR ANY OTHER BUSINESS PARTNER CONTAINED IN THIS AGREEMENT, WILL NOT LIMIT OR EXCLUDE THEIR POTENTIAL LIABILITY FOR ANY MATTER THAT MAY NOT OTHERWISE BE LIMITED OR EXCLUDED BY APPLICABLE LAWS.

10. CHANGES OF THESE TERMS AND CONDITIONS.

Players Zone reserves the right to modify all or part of these Terms and Conditions at any time. The modified Terms and Conditions will be published on the Website and will come effective five (5) days following its publication on the Website. In case User does not agree to such changes, this must express so by communicating it by email to: Info@thevdoc.com, within five (5) days following said publication, in which case you must leave the Website immediately and must not use our Services. Upon expiration of this term, it will be understood that the User accepted such modifications made to our Terms and Conditions.

11. INDEMNITY.

- **11.1.** The User declares that the use of the Website and Services is intended for lawful purposes only and that it complies with all applicable laws and regulations.
- 11.2. User shall indemnify and hold Players Zone, its partners, subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees harmless against any and all claims brought by a third party for actions arising from or related to the unauthorized use of the Website and its Services, including but not limited to the misuse or operation of the Website in combination or modification with other hardware or software belonging to a third party alleging infringement and/or misappropriation of its intellectual property rights.

12. TERMINATION.

- **12.1.** These Terms and Conditions will immediately terminate upon User breach of any of the obligations in this agreement. Players Zone reserves the right to any other remedies available under law in the event that User breaches any of the obligations under these Terms and Conditions and adversely affects Players Zone.
- **12.2.** Players Zone reserves the right to terminate or restrict your use of our Services, without notice, for any or no reason whatsoever. Players Zone may also impose limits on certain features and services or restrict your access to parts or all of the Players Zone Services without any notice or liability.

13. FORCE MAJEURE.

If Players Zone is prevented from carrying out its obligations under these Terms and Conditions as a result of any cause beyond its reasonable control, including but not limited to unavailability of any communication system, virus attack in Players Zone technological systems, breach, sabotage, Acts of God, War, Strikes, Lock-outs, Floods and Failure of Service Providers, wars, acts of government, then in such an event, Players Zone shall be relieved from its

obligations and liabilities under these Terms and Conditions as such fulfillment of the obligation is prevented.

14. NO WAIVER.

Players Zone failure to insist upon strict performance of any provision of these Terms and Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the User in performance or compliance with any obligations on these Terms and Conditions.

15. ENTIRETY.

These Terms and Conditions along with our Privacy Policy and any other document related, constitute the entire agreement between Players Zone and the User, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. These Terms and Conditions supersedes and replaces any other agreement you previously entered into with respect to a prior version of our Services.

16. SEVERABILITY.

If a court of competent jurisdiction holds any provision of these Terms and Conditions and/or our Privacy Policy and/or any other document related, to be invalid, such invalid provision shall be severed and have no effect on the remaining provisions of these Terms and Conditions and/our Privacy Policy, and they shall continue in full force and effect.

17. NO THIRD-PARTY BENEFICIARIES.

Nothing in these Terms and Conditions, express or implied, is intended to or will confer upon any person other than the User, any right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions. No person other than the User may bring a cause of action pursuant to this agreement.

18. ASSIGNMENT.

- **18.1.** The User may not assign its rights or obligations under these Terms and Conditions without the prior written consent of Players Zone.
- **18.2.** Players Zone may assign these Terms and Conditions at any time in its sole discretion without any prior written consent by the User.

19. INTERPRETATION.

The headings in these Terms and Conditions do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. Any reference to "use" of any software, Service or Update by you shall be deemed to include any installation of any such software, Service or Update by you (unless the context otherwise requires). These Terms and Conditions was originally prepared in the English language. Although Players Zone may provide one or more translated versions of these Terms and Conditions for your convenience, the English language version of these Terms and Conditions will be the governing version of this agreement in case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, these Terms and Conditions will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of these Terms and Conditions.

20. GOVERNING LAW AND JURISDICTION.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America without regard to conflict of laws provisions. In case of any disputes, Players Zone and the User, hereby agree to submit to the exclusive jurisdiction of the courts of the State of North Carolina, United States of America.

21. CONTACT US.

For any questions, comments, or complaints regarding these Terms and Conditions or our Website and its Services, the User should be addressed in writing to Players Zone by email to Info@thevdoc.com and that email receipt must be acknowledged by Players Zone, and in the event that the delivery fails, notice can be sent to the address mentioned below:

United Street Soccer. PO Box 987, Louisburg, NC, 27549, United States of America.

22. DEFINITIONS.

- "Players Zone" means our Online Soccer Academy, including its platform, website or device applications, belonging to United Street Soccer (Tax ID/EIN # 46-4209346), legally incorporated and domiciled in the State of North Carolina, United States of America.
- "Account" or "User Account" means the account that our Users must create when they register on our Website for use of our Services.
- "Payment Method" means Credit Cards, Debit Cards and Paypal Accounts.
- "Personal Information" means the information provided by the User to Players Zone to create its Account and use our Services.
- "Membership" Means the benefits offered by the Website whe a User pays the annual Membership Price.
- **Membership Price:** means the amount to be paid per a whole year for the Service benefits, which is renewed year to year, from the date in which the first annual payment was made.
- "Privacy Policy" means the document that governs the privacy practices and data protection of Players Zone.

- "Service" or "Services" means services offered by Players Zone, as described in Section 1 of these Terms and Conditions.
- "Tutorials" or "Training Courses" or "Courses" means all the soccer training courses available on our Website.
- "User" or "Users" or "You" or "Yours" means any visitor and/or client who may access, register and use our Website and its Services by subscribing to an annual Membership by paying the Membership Price.
- "Website" means www.playerszone.tv.

Last Updated: 2019.