DVLP Sports Terms and Conditions

Effective date: October 2, 2026

Last updated: October 3, 2026

These Terms and Conditions are a binding legal agreement between you and DVLP Sports Canada Inc. They govern your use of the DVLP Sports website, mobile applications and related services. Please read them carefully.

IMPORTANT NOTICE FOR UNITED STATES USERS: SECTION 22 CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER. IT AFFECTS HOW DISPUTES ARE RESOLVED. YOU MAY OPT OUT WITHIN 30 DAYS AS DESCRIBED IN SECTION 22.

IMPORTANT NOTICE FOR PARENTS AND GUARDIANS: Part C (Children's Privacy Notice) explains how we collect, use and disclose information about children under 13, and the rights you have over that information.

How this document is organized

This document has three parts. Together they form one agreement, referred to as the "Terms."

- **Part A, Terms of Service** (Sections 1 to 30): the rules for using the Services.
- **Part B, Privacy Policy** (Sections 31 to 50): how we collect, use, disclose, store and protect personal information in the United States and Canada.
- **Part C, Children's Privacy Notice** (Sections 51 to 60): our notice to parents under the U.S. Children's Online Privacy Protection Act and Canadian law, and our rules for minors aged 13 to 17.

If a provision of Part B or Part C conflicts with Part A on a privacy matter, Part B or Part C controls. If Part B conflicts with Part C on a matter involving a child under 13, Part C controls.

Part A: Terms of Service

1. Who we are

1.1 The Services are provided by **DVLP Sports Canada Inc.**, a corporation incorporated under the *Canada Business Corporations Act* on September 29, 2026, Corporation Number 1827792-3, with its registered office at 12 Rosemary Lane, Toronto, Ontario M5P 3E8, Canada ("DVLP Sports," "we," "us" or "our").

1.2 "Services" means the DVLP Sports website at dvlpsports.com and any subdomain, the DVLP Sports mobile applications for iOS and Android (the "App"), the Athlete Passport, and every feature, tool, score, report, communication, integration and support service we offer, now or in the future.

1.3 You can contact us at team@dvlpsports.com with any question about these Terms or about privacy.

2. Acceptance of these Terms

2.1 You accept these Terms when you do any of the following: (a) tap or click "I Agree," "Create Account," "Continue" or a similar button next to a link to these Terms; (b) create an account; (c) accept an invitation to join the Services; or (d) access or use any part of the Services.

2.2 If you do not agree to these Terms, you must not access or use the Services.

2.3 If you accept these Terms on behalf of an organization, team, club, league, school or other entity, you represent and warrant that you have the legal authority to bind that entity. In that case, "you" includes that entity.

2.4 If you accept these Terms on behalf of a minor, you represent and warrant that you are that minor's parent or legal guardian. You agree to these Terms on your own behalf and on behalf of the minor. You are responsible for the minor's use of the Services.

3. Eligibility and age tiers

3.1 **Age of majority.** In these Terms, "adult" means a person who has reached the age of majority where they live. The age of majority is 18 in most U.S. states and in Alberta, Manitoba, Ontario, Prince Edward Island, Quebec and Saskatchewan. It is 19 in British Columbia, New Brunswick, Newfoundland and Labrador, Nova Scotia, the Northwest

Territories, Nunavut and Yukon, and 19 in Alabama and Nebraska, and 21 in Mississippi. A "minor" is anyone who is not an adult.

3.2 **Three age tiers.** The Services treat users in three tiers:

Tier	Who	How the account works
Child	Under 13 (under 14 for residents of Quebec)	A parent or legal guardian must create and control the account and give verifiable parental consent before any personal information about the child is collected beyond what Part C permits. The child may use only the features the parent enables. The child's profile is never visible to recruiters or the public.
Teen	13 to the age of majority (14 to the age of majority in Quebec)	A parent or legal guardian must consent to these Terms and link a parent account. The teen may use the account under the parent's supervision. Recruiting visibility is off by default and can be turned on only with the parent's consent.
Adult	Age of majority or older	The user controls their own account and data.

3.3 **Truthful age.** You must give your true date of birth or, for a minor, the minor's true date of birth. We rely on that information to apply the protections in these Terms. Providing a false date of birth is a material breach of these Terms. If we learn that a user is in a younger tier than reported, we will restrict the account and apply the protections for the correct tier, including deleting information collected without required consent.

3.4 **Transition at age milestones.** When a child turns 13 (14 in Quebec), the account moves to the Teen tier and the parent keeps supervisory control. When a user reaches the age of majority, we will notify the user and the linked parent. Control of the account and its data then transfers to the user. The parent's access ends 60 days after the transfer unless the adult user chooses to keep the parent linked.

3.5 **Who may not use the Services.** You may not use the Services if: (a) you are barred from receiving services under the laws of Canada, the United States or any other applicable jurisdiction; (b) we previously terminated your account for a breach of these Terms, unless

we give you written permission; or (c) you are on any Canadian or U.S. government list of prohibited or restricted parties.

3.6 **Territory.** The Services are intended for users in Canada and the United States. If you use the Services from elsewhere, you do so at your own initiative and are responsible for complying with local law.

4. Accounts and security

4.1 **Account types.** The Services offer accounts for players, parents and guardians, coaches, organization administrators, and recruiters and scouts. Each account type has different permissions.

4.2 **Accurate information.** You must provide accurate, current and complete information when you register and keep it updated.

4.3 **Credentials.** You are responsible for keeping your password and login credentials confidential. You must not share your account or let anyone else use it, except that a parent may operate a minor's account. You are responsible for all activity under your account.

4.4 **Unauthorized access.** You must notify us at team@dvlpsports.com immediately if you believe your account has been accessed without authorization.

4.5 **One person, one account.** Each account belongs to one individual, except organization accounts. You must not create an account for anyone other than yourself, except a parent or guardian creating an account for their own minor child.

5. Organizations, teams and coaches

5.1 **Organization agreements.** Clubs, teams, leagues, academies, schools and other organizations ("Organizations") may subscribe to the Services under a separate order form or subscription agreement. If that agreement conflicts with these Terms, that agreement controls for the Organization, but it never reduces the protections these Terms give to players, parents or children.

5.2 **Roster invitations.** An Organization or coach may invite players by providing a name and a parent's email address or phone number. We use that information only to send the invitation and one reminder. No player profile is activated, and no further information about a minor is collected, until a parent accepts these Terms and, for a child, gives verifiable parental consent. If a parent does not respond within 60 days, we delete the invitation information.

5.3 **Organization representations.** Each Organization and coach represents and warrants that: (a) it has the right to provide any roster information it uploads; (b) it will not upload information about a child except as needed to send the parent invitation; (c) it will comply with all laws and governing body rules that apply to it, including Hockey Canada, USA Hockey, provincial and state associations, U.S. Center for SafeSport and Respect in Sport requirements; and (d) every coach it authorizes has completed any background screening and safety training its governing body requires.

5.4 **Coach evaluations.** Coaches who rate, assess, verify or comment on players must do so honestly, in good faith and based on their own direct observation. A coach must not inflate, deflate, sell or trade evaluations, or evaluate a player they have not observed. We may remove evaluations and suspend coaches who breach this Section.

5.5 **Independent relationship.** Organizations and coaches are not our employees, agents or partners. We do not supervise coaching, practices, games, travel or any in-person activity. We are not responsible for the conduct of any Organization, coach or user.

6. Licence to use the Services

6.1 Subject to these Terms, we grant you a limited, personal, revocable, non-exclusive, non-transferable and non-sublicensable licence to access and use the Services for their intended purpose: tracking, verifying and sharing athlete development.

6.2 You may install the App on devices you own or control, as permitted by the rules of the app store you downloaded it from.

6.3 All rights not expressly granted to you are reserved by DVLP Sports and its licensors.

7. Acceptable use

7.1 You must not, and must not help or allow anyone else to:

1. use the Services for any unlawful, harmful, fraudulent or deceptive purpose;
2. harass, bully, threaten, intimidate, stalk, shame, groom or exploit any person, especially a minor;
3. upload or share sexual content, nudity, or any content that sexualizes a minor in any way;
4. upload content that is defamatory, hateful, discriminatory, violent or obscene, or that promotes self-harm, substance abuse or illegal activity;

5. collect, scrape, harvest or compile information about other users, especially minors, by any means;
6. contact a minor through or because of the Services for any purpose unrelated to legitimate athlete development or recruiting permitted by these Terms;
7. impersonate any person, misstate your age, role or affiliation, or create a false or misleading profile;
8. falsify, manipulate or misrepresent any performance data, evaluation, verification, score, ranking, video or credential;
9. upload images, video or information of another person without the legal right to do so;
10. upload any content that infringes intellectual property, privacy or publicity rights;
11. reverse engineer, decompile, disassemble or attempt to derive source code, models, algorithms or scoring methods, except where applicable law expressly allows it despite this restriction;
12. copy, frame, mirror, resell, sublicense, rent or commercially exploit the Services;
13. use bots, scrapers, crawlers or automated means to access the Services, except through APIs we authorize in writing;
14. probe, scan or test the vulnerability of the Services, or breach or circumvent any security or authentication measure;
15. introduce viruses, malware or other harmful code;
16. interfere with or overload the Services or any network connected to them;
17. use the Services or any data from them to train, fine-tune or benchmark any artificial intelligence or machine learning model;
18. use the Services to send spam or unsolicited commercial messages; or
19. use the Services in a way that violates the rules of any sport governing body, athletic association or eligibility authority that applies to you.

7.2 We may investigate any suspected breach of this Section and cooperate with law enforcement, child protection authorities and sport safety bodies.

8. Safety and communications with minors

8.1 **Child safety comes first.** We have zero tolerance for child sexual exploitation, grooming or abuse. We report apparent child sexual abuse material and child exploitation to the Canadian Centre for Child Protection (Cybertip.ca) and, for the United States, to the

National Center for Missing & Exploited Children, and to law enforcement, as required or permitted by law.

8.2 **Supervised communications.** Where the Services offer messaging, comments or other communication features, communications between an adult user and a minor are limited to legitimate athlete development or recruiting purposes. The linked parent can view them. Private one-to-one communication between an adult who is not the minor's parent and a child under 13 is not permitted. Adults must follow the "Rule of Two" and all communication standards of the U.S. Center for SafeSport, Hockey Canada, USA Hockey and any governing body that applies to them.

8.3 **Recruiter contact.** Recruiters, scouts and college or program staff may contact a minor only through features we provide, only when the minor's profile is discoverable, and only in compliance with Section 11 and the rules of their governing body. The linked parent receives a copy of, or notice of, every such contact.

8.4 **Reporting.** You can report unsafe content or conduct through the in-app report function or at team@dvlpsports.com. In an emergency, contact local police or call 911.

8.5 **No in-person supervision.** We do not arrange, supervise or attend practices, games, training sessions, showcases, tryouts, travel or any other in-person activity. Parents are responsible for supervising their children's participation in all such activities.

9. Your content

9.1 **What counts as your content.** "User Content" means anything you or your linked minor submits to the Services, including profile information, photos, video, drills, journals, notes, evaluations, comments, messages and statistics.

9.2 **You keep ownership.** You keep all ownership rights you have in your User Content. A player's development record belongs to the player. For a minor, the parent controls it on the minor's behalf until control transfers under Section 3.4.

9.3 **Licence you grant us.** You grant DVLP Sports a worldwide, non-exclusive, royalty-free licence to host, store, copy, process, adapt, format, display and transmit your User Content only as needed to: (a) operate, provide, secure and improve the Services; (b) display it to the people you or your parent choose to share it with, under your privacy settings; and (c) comply with law. This licence ends when your User Content is deleted from the Services, except for copies held in routine backups until they are overwritten under Section 41, and except for evaluations and verifications that other users relied on, which we keep in de-identified form.

9.4 **No marketing use of minors.** We will not use the name, image, likeness, video or voice of a minor in any advertising, marketing or promotional material without the separate, written, opt-in consent of the minor's parent. That consent can be withdrawn at any time for future uses.

9.5 **Your promises about your content.** You represent and warrant that: (a) you own or have all rights needed to submit your User Content and grant this licence; (b) you have the consent of every identifiable person shown in your User Content, and of the parent of every identifiable minor; and (c) your User Content does not breach these Terms or any law.

9.6 **Moderation.** We may, but are not required to, review, screen, edit, refuse or remove any User Content at any time for any reason, including a breach of these Terms. We are not responsible for User Content posted by others.

10. Athlete Passport, Development Score and verification

10.1 **What the Athlete Passport is.** The Athlete Passport is a cumulative record of a player's logged development activities, mastery progression, coach evaluations and verifications, kept across teams, programs and seasons.

10.2 **What scores mean.** The Development Score, mastery tiers, badges, chapters, team stamps and similar features measure logged effort and coach-observed progress inside the Services. They are not a measure of athletic talent, future performance, draft or roster potential, or a player's worth as a person.

10.3 **What verification means.** "Coach-Verified," "Multi-Verified," "Fully Verified," "DVLP Certified" and similar labels mean only that the stated number of coaches, or DVLP Sports under its published process, confirmed the information through the Services at the time. Verification is not a guarantee that the information is accurate, complete or current. We rely on information provided by coaches and users and do not independently audit every entry.

10.4 **No guarantee of outcomes. We do not guarantee, and nothing in the Services promises, any team selection, roster spot, playing time, tryout result, scholarship, admission, draft selection, professional contract, recruiting contact or any other athletic, academic or financial outcome.**

10.5 **Corrections.** If you believe information in an Athlete Passport is inaccurate, you can request a correction under Section 45. We may correct or annotate a record, but we will not delete an accurate, legitimately submitted evaluation solely because a user disagrees with it, except where the law gives you that right.

11. Recruiting and discovery

11.1 **Off by default for minors.** A minor's profile is never discoverable by recruiters for a child under 13. For a teen, discoverability is off by default and can be turned on only by the linked parent. Adults control their own discoverability.

11.2 **What recruiters can see.** Only the information the player, or the parent of a minor, chooses to make discoverable is shown to verified recruiter accounts. Contact details of a minor are never shown. Recruiter requests are routed through the parent.

11.3 **Recruiter verification and duties.** We take reasonable steps to confirm that recruiter accounts belong to genuine college, junior, prep school or professional programs, but we cannot guarantee any recruiter's identity or intentions. Every recruiter must comply with the rules of the NCAA, NAIA, NJCAA, U SPORTS, the Canadian Hockey League, USA Hockey, Hockey Canada and any other body that governs them, including all contact period, dead period and age restrictions.

11.4 **Your responsibility for eligibility.** Players and parents are solely responsible for protecting the player's amateur status and athletic eligibility, including rules about agents, advisors, name, image and likeness activity, and recruiting contact. Nothing in the Services is eligibility, legal or compliance advice.

11.5 **We are not an agent.** DVLP Sports is not a sports agent, athlete agent, player agent, recruiting service with a fiduciary duty, or advisor. We do not negotiate on any player's behalf and we receive no fee contingent on any placement, scholarship or contract.

12. Artificial intelligence features

12.1 Some features use automated tools, including artificial intelligence, to suggest drills, summarize activity, analyze video or generate insights ("AI Features").

12.2 AI Features may produce output that is inaccurate, incomplete or unsuitable. You must use your own judgment, and a qualified coach or professional where appropriate, before relying on any output. AI output is not medical, training safety, nutritional or professional advice.

12.3 We do not use AI Features to make decisions that produce legal or similarly significant effects on you, such as decisions about eligibility, selection or access to opportunities, without human involvement.

12.4 We do not allow any third-party AI provider to use personal information from the Services, including any information about minors, to train its own general models. We do not

use personal information of a child under 13 to train or improve AI models without separate verifiable parental consent.

13. Health and physical activity

13.1 Hockey and other sports involve a risk of serious injury, including concussion, permanent disability and death. Drills, training plans and content in the Services are general information only.

13.2 You must consult a qualified medical professional before starting any training program, and stop any activity that causes pain, dizziness or discomfort. Follow all concussion protocols that apply to you, including Rowan's Law in Ontario and the laws of your state or province.

13.3 The Services are not designed to collect medical or health information. You must not enter diagnoses, injury details, medications or other medical information into the Services. If you do, we will treat it as sensitive personal information under Part B.

13.4 **Assumption of risk.** To the fullest extent permitted by law, you voluntarily assume all risk of injury arising from any physical activity you or your minor undertake, whether or not suggested by the Services.

14. Third-party services and integrations

14.1 The Services may connect to third-party services such as team management apps, scoring systems, video platforms, payment processors, and sign-in providers ("Third- Party Services").

14.2 When you connect a Third-Party Service, you authorize us to exchange the information described in the connection screen. Your use of a Third-Party Service is governed by that provider's own terms and privacy policy. We are not responsible for Third-Party Services.

14.3 We will not connect a Third-Party Service to a child's account without the parent's consent.

15. Fees, subscriptions and payments

15.1 **Pricing.** Some Services are free and some require payment. Prices, billing periods and included features are shown at the point of purchase. Organization pricing is set in the Organization's order form.

15.2 **Payment processing.** Payments made on our website are processed by Stripe, Inc. or another payment processor we designate. Payments made inside the App may be processed by Apple or Google under their terms. We do not store full payment card numbers.

15.3 **Automatic renewal. Paid subscriptions renew automatically at the end of each billing period at the then-current price, and your payment method is charged, until you cancel.** Before your first charge we will show you the price, the billing frequency, that the subscription renews automatically, and how to cancel. For annual plans we will send a reminder at least 15 days and no more than 45 days before renewal. We will give you at least 30 days' notice of any price increase, and you may cancel before it takes effect.

15.4 **How to cancel.** You can cancel at any time in your account settings, by emailing team@dvlpsports.com, or, for App purchases, through your Apple or Google account settings. Cancellation takes effect at the end of the current billing period, and you keep access until then.

15.5 **Free trials.** If you start a free trial, you will be charged when the trial ends unless you cancel before then. We will tell you the trial end date when you sign up and remind you at least 3 days before it ends where the law requires.

15.6 **Refunds.** Except as stated in these Terms or required by law, fees are non-refundable and we do not give credits for partial billing periods. Refunds for App purchases are handled by Apple or Google under their policies. Nothing in this Section limits any cancellation or refund right you have under consumer protection law, including the Ontario *Consumer Protection Act*, the Quebec *Consumer Protection Act* and U.S. state law.

15.7 **Taxes.** Prices do not include taxes unless stated. You are responsible for all applicable taxes, including GST, HST, PST, QST and U.S. sales and use taxes, which we will charge where required.

15.8 **Failed payments.** If a payment fails, we may retry the charge, suspend paid features, or downgrade the account to a free tier. A player's existing Athlete Passport record is not deleted because a payment fails.

15.9 **Currency.** Prices are in Canadian dollars for Canadian customers and U.S. dollars for U.S. customers unless stated otherwise.

16. Our intellectual property

16.1 The Services, including all software, designs, text, graphics, logos, the DVLP Sports name and marks, the Athlete Passport, the Development Score and its methodology, mastery tiers, verification frameworks, databases and compilations, are owned by DVLP Sports or its licensors and protected by copyright, trademark, patent, trade secret and other laws of Canada, the United States and other countries.

16.2 You may not use our names, logos or marks without our prior written permission.

16.3 **Feedback.** If you send us ideas, suggestions or feedback, you grant us a perpetual, irrevocable, worldwide, royalty-free licence to use them for any purpose without obligation to you. You do not have to send feedback.

16.4 **De-identified data.** We may create de-identified and aggregated data from the Services, as described in Section 37. We own that data. We will not attempt to re-identify it and will contractually prohibit anyone we share it with from doing so.

17. Copyright complaints

17.1 We respect intellectual property rights. If you believe content in the Services infringes your copyright, send a notice to our designated copyright agent: Copyright Agent, DVLP Sports Canada Inc., 12 Rosemary Lane, Toronto, Ontario M5P 3E8, Canada, team@dvlpsports.com.

17.2 **U.S. notices.** A notice under the U.S. Digital Millennium Copyright Act must include: (a) your physical or electronic signature; (b) identification of the copyrighted work; (c) identification of the infringing material and its location in the Services; (d) your contact information; (e) a statement that you have a good faith belief that the use is not authorized by the owner, its agent or the law; and (f) a statement, under penalty of perjury, that the notice is accurate and that you are the owner or authorized to act for the owner. We will respond to valid notices and counter-notices as the Act provides.

17.3 **Canadian notices.** We process notices of claimed infringement under the notice-and-notice regime of the *Copyright Act* (Canada) where it applies.

17.4 **Repeat infringers.** We will terminate, in appropriate circumstances, the accounts of users who repeatedly infringe.

18. Suspension and termination

18.1 **By you.** You may stop using the Services and delete your account at any time in your account settings or by emailing team@dvlpsports.com. A parent may delete a minor's account at any time.

18.2 **By us.** We may suspend or terminate your access, remove content, or restrict features, with or without notice, if: (a) you breach these Terms; (b) we reasonably believe your conduct creates risk to any minor, user, DVLP Sports or third party; (c) we are required to by law, a court or a governing authority; (d) required consent has not been given or has been withdrawn; or (e) we stop offering the Services. Where reasonable, we will tell you why and give you a chance to respond, unless doing so would compromise safety, an investigation or a legal obligation.

18.3 **Export before closure.** If we terminate the Services as a whole or close your account for reasons other than your breach, we will give you at least 30 days to export your Athlete Passport record, where reasonably practicable.

18.4 **Effect.** On termination your licence to use the Services ends. Sections 9.3 (to the extent stated), 9.5, 10.4, 11.4, 11.5, 13.4 and 16 to 30, and Part B and Part C, survive termination.

19. Disclaimers

19.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." DVLP SPORTS DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT AND ACCURACY.**

19.2 **WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DATA WILL NEVER BE LOST, OR THAT ANY SCORE, EVALUATION, VERIFICATION, AI OUTPUT OR USER CONTENT IS ACCURATE OR RELIABLE.**

19.3 Some jurisdictions do not allow the exclusion of certain warranties. If you are a consumer, you may have statutory rights that cannot be excluded, and nothing in this Section limits those rights.

20. Limitation of liability

20.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, DVLP SPORTS AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITY, SCHOLARSHIP, ROSTER SPOT, GOODWILL OR DATA, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY.**

20.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, AND (B) ONE HUNDRED DOLLARS (CAD $100 FOR CANADIAN USERS, USD $100 FOR U.S. USERS).**

20.3 **Exceptions.** Nothing in these Terms excludes or limits liability that cannot be excluded or limited by law, including liability for death or personal injury caused by negligence, for fraud, for gross negligence or intentional misconduct, or for our obligations under privacy and data protection law. If you are a consumer resident in Quebec, Sections 19 and 20 do not apply to the extent they are prohibited by the Quebec *Consumer Protection Act* or the *Civil Code of Québec*.

21. Indemnity

21.1 To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless DVLP Sports and its directors, officers, shareholders, employees, contractors and agents from all claims, losses, liabilities, damages, costs and expenses, including reasonable legal fees, arising out of: (a) your User Content; (b) your breach of these Terms or of any law; (c) your violation of any third-party right, including privacy, publicity or intellectual property rights; or (d) for Organizations and coaches, your evaluations and the conduct of your staff.

21.2 This Section does not apply to consumers to the extent prohibited by applicable consumer protection law.

22. Dispute resolution for U.S. users: arbitration and class action waiver

This Section 22 applies if you reside in the United States.

22.1 **Informal resolution first.** Before starting arbitration or a court case, you and we agree to try to resolve any dispute informally. The party with a dispute must send a written notice to the other describing the dispute and the relief requested. Notices to us go to team@dvlpsports.com. Both parties will negotiate in good faith for 60 days after the notice is received. Any limitation period is suspended during that time.

22.2 **Binding arbitration.** If the dispute is not resolved, **you and DVLP Sports agree that any dispute, claim or controversy arising out of or relating to these Terms or the Services will be resolved by final and binding individual arbitration, and not in court**, except as stated in Section 22.4. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, before a single arbitrator. The Federal Arbitration Act governs this Section.

22.3 **Location and costs.** The arbitration will take place in the county where you reside, or by video or written submissions if you prefer. We will pay all AAA filing, administration and arbitrator fees for any claim seeking less than USD $10,000, unless the arbitrator finds the claim frivolous.

22.4 **Exceptions.** Either party may (a) bring an individual claim in small claims court if it qualifies, and (b) seek injunctive relief in court for infringement or misuse of intellectual property or for unauthorized access to the Services. Claims involving child sexual abuse or sexual harassment are not subject to mandatory arbitration if you elect to bring them in court, as provided by the U.S. *Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act*.

22.5 **Class action waiver. YOU AND DVLP SPORTS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF MORE THAN ONE PERSON.** If this class action waiver is found unenforceable as to a claim, that claim must be decided in court and not in arbitration.

22.6 **Jury trial waiver. TO THE EXTENT ANY CLAIM PROCEEDS IN COURT, YOU AND DVLP SPORTS WAIVE ANY RIGHT TO A JURY TRIAL.**

22.7 **Mass filings.** If 25 or more similar arbitration demands are filed against us by or with the help of the same law firm or coordinated group, they will be administered in batches of up to 25 under the AAA Mass Arbitration Supplementary Rules, and the parties will cooperate in good faith to resolve them efficiently.

22.8 **Delegation.** The arbitrator decides all questions about the scope, interpretation, enforceability and formation of this arbitration agreement, except that a court decides questions about Sections 22.5 and 22.7.

22.9 **Your right to opt out. You may opt out of this Section 22 by emailing team@dvlpsports.com within 30 days after you first accept these Terms**, with your name, the email address on your account and a clear statement that you opt out of arbitration. Opting out does not affect any other part of these Terms.

22.10 **Court venue.** Any claim not subject to arbitration will be brought in the state or federal courts located in the county where you reside, and both parties consent to their jurisdiction.

22.11 **Minors.** A parent or guardian acting for a minor is bound by this Section on the minor's behalf to the extent permitted by the law of the minor's state.

23. Governing law and disputes for Canadian users

23.1 If you reside in Canada, these Terms are governed by the laws of the Province of Ontario and the federal laws of Canada that apply there, without regard to conflict of law rules.

23.2 You and we submit to the jurisdiction of the courts of Ontario sitting in Toronto. However, if you are a consumer, you may also bring a claim in the courts of the province or territory where you reside, and you keep the protection of any mandatory consumer protection law of that province or territory.

23.3 Nothing in these Terms requires a Canadian consumer to arbitrate a dispute or waives a Canadian consumer's right to participate in a class proceeding where applicable law, including the Ontario *Consumer Protection Act* and the Quebec *Consumer Protection Act*, prohibits that requirement or waiver.

23.4 The *United Nations Convention on Contracts for the International Sale of Goods* does not apply to these Terms.

24. Governing law for U.S. users

If you reside in the United States, these Terms are governed by the Federal Arbitration Act and, to the extent not preempted, the laws of the Province of Ontario, except that the consumer protection and privacy laws of your state of residence apply where they cannot be waived by contract.

25. Changes to these Terms

25.1 We may change these Terms from time to time. We will post the updated Terms with a new "Last updated" date.

25.2 If a change is material, we will give at least 30 days' notice by email or in the App before it takes effect. Where the law requires your consent, such as a material change to how we use or disclose a child's personal information, we will ask for new consent, including new verifiable parental consent, and will not apply the change to you until you give it.

25.3 If you continue using the Services after a change takes effect, you accept the updated Terms, except where consent is required. If you do not agree, you must stop using the Services and may delete your account. A change to Section 22 will not apply to a dispute already notified to the other party.

26. Changes to the Services

We may add, change, suspend or remove features of the Services at any time. If we remove a material paid feature during a prepaid subscription period, we will give you a pro-rated refund for the unused portion.

27. Electronic communications

27.1 You agree that we may send you notices, agreements and disclosures electronically, by email, push notification or in the App, and that these satisfy any legal requirement that they be in writing.

27.2 We send commercial electronic messages only with consent as required by Canada's Anti-Spam Legislation and the U.S. CAN-SPAM Act. Every marketing email includes an unsubscribe link, which we honour within 10 business days. We do not send marketing messages to children under 13. We send marketing messages about minors' accounts only to parents. We will not send marketing texts without your express written consent, as required by the U.S. Telephone Consumer Protection Act.

27.3 Transactional and safety messages, such as consent requests, security alerts, billing notices and changes to these Terms, are not marketing and you cannot opt out of them while you have an account.

28. App store terms

28.1 **Apple.** If you downloaded the App from the Apple App Store: (a) these Terms are between you and DVLP Sports only, not Apple, and DVLP Sports, not Apple, is solely responsible for the App and its content; (b) your licence is limited to use on Apple- branded products you own or control, as permitted by the Usage Rules in the Apple Media Services Terms; (c) Apple has no obligation to provide maintenance or support for the App; (d) if the App fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price, if any, and Apple has no other warranty obligation for the App to the maximum extent permitted by law; (e) DVLP Sports, not Apple, is responsible for addressing any claims relating to the App, including product liability claims, claims that the App fails to conform to any legal or regulatory requirement, and claims under consumer protection, privacy or similar laws; (f) DVLP Sports, not Apple, is responsible for investigating, defending, settling and discharging any third-party claim that the App infringes that party's intellectual property rights; (g) you represent that you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and you are not on any U.S. Government list of prohibited or restricted parties; (h) you must comply with applicable third-party terms when using the App; and (i) Apple and its subsidiaries are third-party beneficiaries of these Terms and, once you accept them, Apple will have the right to enforce them against you as a third-party beneficiary.

28.2 **Google.** If you downloaded the App from Google Play, you also agree to the Google Play Terms of Service. Google is not a party to these Terms and is not responsible for the App.

29. Export and sanctions

You must comply with all export control and sanctions laws of Canada and the United States in using the Services. You must not use the Services from, or provide access to anyone in, any country or region subject to comprehensive Canadian or U.S. sanctions.

30. General provisions

30.1 **Entire agreement.** These Terms, together with any Organization order form and any consent you give through the Services, are the entire agreement between you and DVLP Sports about the Services and replace all prior agreements on that subject.

30.2 **Severability.** If any provision of these Terms is found invalid or unenforceable, it will be enforced to the maximum extent permitted and the rest of these Terms remain in effect.

30.3 **No waiver.** Our failure to enforce a provision is not a waiver of our right to do so later.

30.4 **Assignment.** You may not assign or transfer these Terms without our written consent. We may assign these Terms in connection with a merger, acquisition, reorganization, sale of assets or by operation of law, provided the assignee agrees to protect personal information as described in Part B and Part C. We will notify you of any such assignment.

30.5 **Force majeure.** We are not liable for any delay or failure to perform caused by events beyond our reasonable control, including natural disasters, pandemics, war, terrorism, labour disputes, government action, internet or utility failures, and attacks on our systems that we could not reasonably prevent.

30.6 **Relationship.** Nothing in these Terms creates a partnership, joint venture, employment, agency or fiduciary relationship.

30.7 **No third-party beneficiaries.** Except as stated in Section 28.1, these Terms do not give any right to any third party.

30.8 **Interpretation.** Headings are for convenience only. "Including" means "including without limitation." Words in the singular include the plural.

30.9 **Language.** These Terms are drafted in English. If you reside in Quebec, a French version of these Terms is made available to you, and you may choose which version governs your relationship with us. Les présentes conditions sont disponibles en français pour les résidents du Québec.

30.10 **Notices to us.** Legal notices to DVLP Sports must be sent to team@dvlpsports.com and by mail to DVLP Sports Canada Inc., Attention: Legal, 12 Rosemary Lane, Toronto, Ontario M5P 3E8, Canada.

Part B: Privacy Policy

31. Scope

31.1 This Privacy Policy explains how DVLP Sports Canada Inc. collects, uses, discloses, stores and protects personal information through the Services. It applies to every user in Canada and the United States.

31.2 It is designed to comply with the *Personal Information Protection and Electronic Documents Act* (PIPEDA); Alberta's and British Columbia's *Personal Information Protection Acts*; Quebec's *Act respecting the protection of personal information in the private sector* as amended by Law 25; the U.S. *Children's Online Privacy Protection Act*

and the FTC's COPPA Rule as amended in 2025; the California Consumer Privacy Act as amended by the California Privacy Rights Act; and the comprehensive privacy laws of other U.S. states, in each case to the extent they apply to us.

31.3 "Personal information" means any information about an identified or identifiable individual.

32. Privacy Officer and accountability

32.1 DVLP Sports is responsible for personal information under its control, including information transferred to service providers for processing.

32.2 Our Privacy Officer, who is also the person in charge of the protection of personal information for Quebec purposes, can be contacted at team@dvlpsports.com, or at Privacy Officer, DVLP Sports Canada Inc., 12 Rosemary Lane, Toronto, Ontario M5P 3E8, Canada.

32.3 We maintain written privacy and information security policies, train everyone with access to personal information, and conduct privacy impact assessments before launching any new feature or system that involves personal information, as Law 25 requires.

33. Information we collect

33.1 We collect only the personal information reasonably necessary for the purposes in Section 35.

Category	Examples	Source
Account and identity	Name, email, phone number, password (stored only as a salted hash), account type, date of birth, preferred language	You or the parent
Parent and guardian	Parent name, email, phone, relationship to the player, consent records, method and date of parental verification	The parent
Player profile	Position, shooting hand, height, weight, jersey number, team, level, league, season, graduation year, school name, city and province or state	The player or the parent
Development and performance	Drills and sessions logged, journal entries, skill ratings, mastery tiers, Development Score, chapters, team stamps, statistics, goals	The player, parent, coaches and integrations
Coach evaluations and verifications	Ratings, comments, verification decisions, the evaluating coach's identity and the date	Coaches
Photos, video and audio	Profile photos, training and game video, and any voice captured in video	Users and Organizations
Organization and coach data	Organization name, roster, staff names and roles, coaching certifications, billing contact	Organizations and coaches
Recruiter data	Name, title, program, work email, verification details	Recruiters
Communications	Messages through the Services, support requests, survey responses	Users

Category	Examples	Source
Payment	Billing name, billing address, last four digits and expiry of the card, transaction history (full card numbers are held only by our payment processor)	You and our payment processor
Device and usage	Device type, operating system, app version, IP address, approximate location derived from IP (city level), crash logs, pages and features used, timestamps	Automatically from your device
Integration data	Roster, schedule and game data from services you connect	Third-Party Services you authorize

34. Information we do not collect

34.1 We do not collect precise geolocation, contact lists from your device, biometric identifiers or facial geometry, Social Security numbers, Social Insurance Numbers, government identification numbers (except as part of a parental verification method under Section 54, after which we delete it), or financial account numbers.

34.2 We do not use facial recognition. Any video analysis measures movement and performance and is not used to identify individuals.

34.3 We do not request health or medical information. See Section 13.3.

35. How we use personal information

We use personal information only for these purposes:

1. to create and manage accounts and apply the correct age tier;
2. to obtain, verify, record and honour parental consent;
3. to build and display the Athlete Passport, Development Score, mastery progression, chapters and verifications;
4. to let coaches evaluate and verify players and let Organizations manage rosters;

5. to make profiles discoverable to recruiters, only where the player or parent has turned on discoverability;
6. to provide AI Features and drill recommendations;
7. to process payments, subscriptions, refunds and taxes;
8. to send transactional, safety and service messages;
9. to send marketing to adults who have consented, never to children;
10. to provide support and respond to requests;
11. to keep the Services secure, detect and prevent fraud, abuse and safety risks, and enforce these Terms;
12. to maintain, debug and improve the Services, using de-identified or aggregated data wherever practicable;
13. to comply with law, legal process and governmental requests, and to protect the rights, safety and property of users, minors, DVLP Sports and others.

We will not use personal information for a new purpose without first telling you and, where the law requires, obtaining your consent or a parent's consent.

36. Consent

36.1 We obtain meaningful consent before collecting, using or disclosing personal information, except where the law permits otherwise. We use express (opt-in) consent for: any information about a child; recruiter discoverability; marketing; use of a minor's image in promotional material; sensitive information; and any disclosure to third parties other than our service providers.

36.2 For Quebec residents, we obtain consent separately for each specific purpose, in clear and simple terms, and we obtain the consent of the parent or tutor for a minor under 14.

36.3 You may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice, by changing your settings or contacting team@dvlpsports.com. We will explain the likely consequences of withdrawal, for example that some features may stop working.

37. De-identified and aggregated data

37.1 We may create de-identified or aggregated data, such as average progression rates by age group, that does not identify any individual and cannot reasonably be linked to one.

37.2 We use reasonable technical and administrative measures to keep it de-identified, publicly commit not to re-identify it, and contractually require any recipient not to re-identify it. For Quebec residents, we anonymize information only according to generally accepted best practices and the criteria set by regulation.

38. How we disclose personal information

38.1 We disclose personal information only as described below.

Recipient	What and why
People you choose	Coaches, Organizations, teammates, parents and recruiters you or your parent authorize, within your privacy settings
Linked parent	Everything in a minor's account, including communications
Service providers	Cloud hosting and database, email and messaging delivery, payment processing, customer support, error monitoring, analytics, AI processing and security services, only to provide services to us, under written contracts that limit use to our instructions, require confidentiality and security, prohibit selling the information or using it for their own purposes, and require deletion or return at the end of the contract
App stores	Apple and Google, for App downloads, in-app purchases and push notifications
Legal and safety	Law enforcement, courts, regulators, child protection agencies, Cybertip.ca, NCMEC and sport safety bodies, when required by law or when we believe in good faith that disclosure is necessary to protect the safety of a minor or any person
Business transfers	A buyer, successor or merger partner in a merger, acquisition, financing, reorganization or sale of assets, under a confidentiality agreement, limited to what is necessary, and on condition that the recipient protects the information as described in these Terms
Professional advisors	Lawyers, accountants, auditors and insurers, under duties of confidentiality

38.2 We do not disclose a child's personal information to any third party other than service providers and the people the parent authorizes without separate verifiable parental consent,

as described in Part C.

39. No sale, no targeted advertising

39.1 **We do not sell personal information. We do not share personal information for cross-context behavioural advertising or targeted advertising. We do not display third-party advertising anywhere in the Services.** Our public website uses Google Analytics for analytics only, as described in Section 40. We have turned off Google's advertising features for our website, and we do not use analytics data for advertising, remarketing or ad personalization. We have not sold or shared personal information for these purposes in the last 12 months.

39.2 We do not use personal information for profiling in furtherance of decisions that produce legal or similarly significant effects.

39.3 We have no actual knowledge of selling or sharing the personal information of any consumer under 16.

40. Cookies, analytics and tracking

40.1 We use strictly necessary cookies and similar technologies to keep you signed in, remember settings and secure the Services. We do not use third-party advertising cookies, pixels or advertising SDKs.

40.2 **Website analytics.** On our public website at dvlpsports.com, and not inside the App or any signed-in account, we use Google Analytics, a web analytics service provided by Google LLC. It helps us understand how visitors find and use the site, for example which pages are viewed and whether a sign-up form is submitted. Google Analytics uses first-party cookies. It collects information such as pages visited, time on page, referring site, browser and device type, and approximate location at the city level. It does not store full IP addresses. We have disabled Google signals and ad personalization, and we do not use Google Analytics to build profiles of individuals. Google processes this information on our behalf and may store it in the United States. See policies.google.com/privacy.

40.3 **Children's and teens' accounts.** We do not use Google Analytics or any other third-party analytics in the App or in any child's or teen's account. Within any child's account, we use persistent identifiers only to support the internal operations of the Services as defined in the COPPA Rule, such as keeping the child signed in, maintaining security and fixing errors. We never use them to contact the child, build a profile for advertising or track the child across other websites or apps.

40.4 **Your choices.** You can block or delete cookies in your browser settings, or install Google's opt-out browser add-on at tools.google.com/dlpage/gaoptout. Our website honours the Global Privacy Control signal: if your browser sends it, we do not load Google Analytics.

40.5 We do not track users across third-party websites or apps over time.

41. Retention

41.1 We keep personal information only as long as necessary for the purposes it was collected for, or as required by law. Then we securely delete or anonymize it.

Information	Retention period
Roster invitation for a minor with no parent response	Deleted 60 days after the invitation is sent
Active account data	While the account is active
Inactive account (no sign-in for 36 months)	We notify the account holder or parent, then delete 90 days after notice if there is no response
Deleted account	Removed from active systems within 45 days of the request and from backups within a further 90 days
Child's information	Deleted at the parent's request, when the account is closed, or under the inactive account rule above, whichever is first; see Section 57
Government ID image used for parental verification	Deleted immediately after verification is complete, and in all cases within 7 days
Consent and verification records	For the life of the account plus 3 years, to demonstrate compliance
Billing and tax records	7 years after the transaction, as required by Canadian and U.S. tax law
Security and access logs	24 months

Information	Retention period
Website analytics data (Google Analytics)	14 months
Support communications	36 months after the request is closed
Coach evaluations other users relied on after account deletion	Kept only in de-identified form

41.2 We may keep information longer where required to comply with a legal obligation, resolve a dispute, preserve evidence for an investigation, or respond to a legal hold. When that reason ends, we delete it.

42. Security

42.1 We maintain a written information security program with administrative, technical and physical safeguards appropriate to the sensitivity of the information, including information about minors.

42.2 Our safeguards include: encryption in transit using TLS 1.2 or higher; encryption at rest using AES-256; row-level access controls so that each user can access only the records they are authorized to see; multi-factor authentication for all staff and administrator access; least-privilege access limited to personnel who need it; logging and monitoring of access to personal information; regular security testing; vendor security reviews; confidentiality agreements and annual privacy and security training for staff and contractors; and an incident response plan.

42.3 We designate a person to coordinate the security program, assess risks at least once a year, and update safeguards as risks change.

42.4 No method of transmission or storage is completely secure. We cannot guarantee absolute security, but we will not reduce these safeguards without updating this Privacy Policy.

43. Privacy breaches

43.1 If a breach of security safeguards or a confidentiality incident involving personal information occurs, we will act promptly to contain it, reduce the risk of harm and prevent recurrence.

43.2 Where a breach creates a real risk of significant harm, we will notify affected individuals, or the parent of an affected minor, and report it to the Office of the Privacy Commissioner of Canada as soon as feasible. Where a confidentiality incident presents a risk of serious injury to a Quebec resident, we will notify the Commission d'accès à l'information and the affected persons promptly. For U.S. residents, we will give notice as required by applicable state breach notification laws and, where applicable, the FTC.

43.3 We keep a record of every breach or confidentiality incident, whether or not it is reportable, for at least 24 months, or longer if required by law.

44. Where information is stored and transferred

44.1 DVLP Sports is based in Canada. We and our service providers may store and process personal information in Canada and the United States.

44.2 Information stored or processed outside your province, state or country is subject to the laws of that jurisdiction, and may be accessible to its courts, law enforcement and national security authorities.

44.3 Before transferring personal information of a Quebec resident outside Quebec, we conduct a privacy impact assessment and put written agreements in place to ensure the information receives adequate protection.

45. Your privacy rights

45.1 Every user, wherever they live, may ask us to:

1. **access** the personal information we hold about them and learn how it has been used and to whom it has been disclosed;
2. **correct** inaccurate or incomplete information;
3. **delete** their personal information, subject to Section 41.2;
4. **receive a copy** of their information in a structured, commonly used, machine-readable format;
5. **withdraw consent** to any processing that relies on consent; and
6. **stop marketing** at any time.

45.2 A parent may exercise these rights for a minor. Section 56 describes the additional rights of parents of children under 13.

45.3 We will not discriminate against you for exercising any privacy right, including by denying service, charging a different price or providing a different quality of service, except where the difference is reasonably related to the value of the information or is necessary because the feature requires the information.

46. Additional rights for residents of Canada

46.1 You may challenge our compliance with this Privacy Policy by contacting our Privacy Officer. We will investigate every complaint and, if it is justified, take appropriate measures.

46.2 **Quebec residents** also have the right to: (a) be informed of, and to submit observations about, any decision based exclusively on automated processing of their personal information; (b) request that we cease disseminating their personal information or de-index any hyperlink attached to their name, where the law permits; (c) be informed when we use technology that identifies, locates or profiles them, and to have those functions turned off by default, as they are in the Services; and (d) receive computerized personal information they provided in a structured, commonly used technological format.

46.3 If you are not satisfied with our response, you may complain to the Office of the Privacy Commissioner of Canada (priv.gc.ca), the Office of the Information and Privacy Commissioner of Alberta (oipc.ab.ca), the Office of the Information and Privacy Commissioner for British Columbia (oipc.bc.ca), or the Commission d'accès à l'information du Québec (cai.gouv.qc.ca), depending on where you live.

47. Additional rights for residents of U.S. states

47.1 If you live in a U.S. state with a comprehensive consumer privacy law, including California, Colorado, Connecticut, Delaware, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Rhode Island, Tennessee, Texas, Utah and Virginia, you have the rights that law provides, to the extent it applies to us. These include the rights to know, access, correct, delete and obtain a portable copy of your personal information, and to opt out of the sale of personal information, targeted advertising and profiling. As stated in Section 39, we do not sell, share for targeted advertising or profile.

47.2 **Sensitive information.** We process sensitive personal information, including personal information of known children, only with consent where the law requires it, and only for the purposes in Section 35. We do not use sensitive personal information to infer characteristics about you.

47.3 **Appeals.** If we deny your request, you may appeal by replying to our decision or emailing team@dvlpsports.com with the subject line "Privacy Appeal." We will respond within the time your state's law requires. If you are not satisfied, you may contact your state attorney general.

47.4 **Authorized agents.** You may use an authorized agent to make a request. We may require signed written permission and verify your identity directly.

47.5 **California.** California residents have the rights described in Section 47.1 under the CCPA. In the past 12 months we collected the categories of personal information listed in Section 33 from the sources listed there, for the purposes in Section 35, and disclosed them for business purposes to the categories of recipients in Section 38. We do not use or disclose sensitive personal information for any purpose that would give rise to a right to limit under the CCPA. Under California's "Shine the Light" law, we do not disclose personal information to third parties for their direct marketing purposes.

47.6 **Users under 18 in California.** If you are under 18 and live in California, you may ask us to remove content or information you posted on the Services by emailing team@dvlpsports.com. Removal does not guarantee complete removal of content that others have copied or reposted.

47.7 **Consumer health data.** We do not collect consumer health data as defined by the Washington *My Health My Data Act* or similar state laws. If any is entered in breach of Section 13.3, we will delete it when we become aware of it unless the user or parent consents to its retention.

48. How to make a privacy request

48.1 You can make a request in your account settings, by emailing team@dvlpsports.com, or by writing to our Privacy Officer at the address in Section 32.2.

48.2 We will verify your identity before acting on a request, using information we already hold. We will not ask for more information than is necessary to verify you. For requests about a minor, we will verify that you are the parent or guardian.

48.3 We will respond within 30 days for residents of Canada and within 45 days for residents of the United States. We may extend these periods where the law permits and will tell you the reason. Requests are free, except that we may charge a reasonable fee where the law permits for manifestly unfounded, excessive or repetitive requests, after telling you the amount.

48.4 If we refuse a request, we will tell you why in writing, cite the legal basis where required, and explain how to challenge or appeal the decision.

49. Changes to this Privacy Policy

We will notify you of material changes to this Privacy Policy under Section 25. We will obtain new consent, including new verifiable parental consent, before making a material change to how we collect, use or disclose personal information already collected under a narrower consent.

50. Privacy contact

Privacy Officer, DVLP Sports Canada Inc., 12 Rosemary Lane, Toronto, Ontario M5P 3E8, Canada. Email: team@dvlpsports.com.

Part C: Children's Privacy Notice

51. About this notice

51.1 This Children's Privacy Notice describes our practices for personal information collected from or about children under 13, as required by the U.S. Children's Online Privacy Protection Act and the FTC's COPPA Rule (16 C.F.R. Part 312). Under Canadian law we apply the same protections to children under 13, and to children under 14 who reside in Quebec. In this Part C, "child" includes all of them.

51.2 The operator responsible for children's personal information collected through the Services is: DVLP Sports Canada Inc., 12 Rosemary Lane, Toronto, Ontario M5P 3E8, Canada. Telephone: 647-212-3139. Email: team@dvlpsports.com. Parents may contact us with any question about their child's information.

51.3 Organizations and coaches who invite children to the Services do not collect children's personal information on our behalf. Only DVLP Sports operates the Services.

52. What we collect about children

52.1 **Before consent.** Before a parent gives verifiable parental consent, we collect only: (a) the child's first name and the parent's email address or phone number, provided by an Organization, coach or parent, solely to send the parent a direct notice and request consent; and (b) persistent identifiers needed to support the internal operations of the Services. If the parent does not consent within 60 days, we delete that information.

52.2 **After consent.** With the parent's verifiable consent, we may collect the categories of information in Section 33 that are relevant to a player, namely: the child's name, date of birth, profile photo, team, level and position; development and performance data; training journal entries; coach evaluations and verifications; video, photos and audio uploaded by the parent, the child (where the parent enables uploads) or the child's coach; and device and usage information.

52.3 **How we collect it.** We collect children's information from the parent, from the child's coaches and Organization, and from the child directly when the child uses features the parent has enabled. We collect only the information reasonably necessary for the child to participate in each activity. We never require a child to disclose more information than is reasonably necessary as a condition of participating.

52.4 **Child-entered content.** Journal and free-text features in a child's account are visible to the parent. We do not let a child make personal information, such as a home address, school or contact details, publicly available through the Services.

53. How we use children's information

53.1 We use children's personal information only to: (a) provide the Athlete Passport and the features the parent enables; (b) let the child's authorized coaches and Organization evaluate and verify the child's development; (c) communicate with the parent; (d) keep the Services secure and the child safe; (e) support the internal operations of the Services; and (f) comply with law.

53.2 We do not: use children's information for advertising or marketing; send marketing to children; build profiles of children for commercial purposes other than the Athlete Passport the parent requests; make any child's profile discoverable to recruiters or the public; use a child's image in promotional material without separate written consent under Section 9.4; or use a child's information to train or improve AI models without separate verifiable parental consent.

53.3 We do not condition a child's participation in any activity on the parent consenting to more collection than that activity reasonably requires.

54. Verifiable parental consent

54.1 **Direct notice.** Before collecting any personal information from a child beyond what Section 52.1 permits, we send the parent a direct notice. It explains what information we will collect, how we will use and disclose it, how to give consent, and that we will delete the parent's contact information if consent is not given within 60 days. It links to this Part C.

54.2 **Methods.** We obtain verifiable parental consent using a method reasonably calculated, in light of available technology, to ensure that the person giving consent is the child's parent. We use one or more of the following methods: (a) a monetary transaction using a credit card, debit card or other online payment system that notifies the account holder of each discrete transaction; (b) a signed consent form returned by mail, scan or electronic signature; (c) a government-issued photo identification checked by trained staff or a verification provider against a database, which we delete promptly after verification as described in Section 41.1; (d) knowledge-based authentication questions that a child could not reasonably answer; or (e) a live video or telephone call with trained staff.

54.3 **Separate consent for third-party disclosure.** Consenting to the child's use of the Services is separate from consenting to disclosure of the child's information to third parties. A parent may consent to the Services without consenting to any disclosure that is not integral to the Services, as described in Section 55.

54.4 **New consent for material changes.** We obtain new verifiable parental consent before any material change to the collection, use or disclosure practices to which the parent previously consented.

54.5 **Records.** We keep a record of each parent's consent, including the method used, the date and what was consented to.

55. How we disclose children's information

55.1 **Integral disclosures.** As part of the Services the parent requests, a child's information is visible to: the linked parent; coaches and Organization staff whom the parent has approved; and teammates, only to the extent of team-level features the parent enables, such as team stamps. We also disclose children's information to service providers that host, secure, deliver and support the Services. These are cloud hosting and database providers, email and notification delivery providers, customer support tools, error monitoring providers and, for parent purchases, payment processors. Each is bound by a written contract that limits use of the information to providing services to us, requires reasonable security and confidentiality, and prohibits any other use.

55.2 **Non-integral disclosures.** We do not disclose a child's personal information to any other third party for any purpose without separate verifiable parental consent, except as required by law or to protect the safety of a child or other person under Section 38.1.

55.3 **Never.** We never sell children's personal information, never disclose it to advertisers, advertising networks or data brokers, and never make it available to recruiters.

56. Parents' rights

56.1 A parent of a child may at any time:

1. review the personal information we have collected from or about the child;
2. request that we correct it;
3. request that we delete it;
4. refuse to permit further collection or use of the child's information;

5. withdraw consent to disclosure of the child's information to third parties while continuing to permit the child's use of the Services; and
6. receive a copy of the child's Athlete Passport in a portable format.

56.2 Parents can exercise most of these rights directly in the parent dashboard, or by contacting team@dvlpsports.com or 647-212-3139. We will verify that the requester is the child's parent before acting. If a parent refuses further collection or requests deletion, we may no longer be able to provide some or all of the Services to the child.

56.3 We will act on a parent's request within 30 days. We will delete information in response to a deletion request from active systems within 45 days and from backups within a further 90 days.

57. Data retention policy for children's information

57.1 We keep children's personal information only as long as reasonably necessary to fulfil the specific purpose for which it was collected. We do not keep children's personal information indefinitely.

57.2 Specifically: (a) a parent's contact information collected to request consent is deleted if consent is not given within 60 days; (b) a child's information is kept while the parent maintains the account and the child is actively using the Services; (c) if a child's account has no sign-in by the child or parent for 36 months, we notify the parent and delete the account 90 days later if the parent does not respond; (d) a child's information is deleted within the periods in Section 56.3 when the parent closes the account or requests deletion; and (e) when a child reaches the Teen tier, the information continues under the parent's supervision and the Teen tier rules in Section 59.

57.3 We delete children's information using reasonable measures to protect against unauthorized access or use in connection with its deletion.

58. Security of children's information

58.1 We protect children's information under the written information security program described in Section 42. That program is designed for the sensitivity of children's information, is coordinated by a designated employee, is reviewed and risk-assessed at least annually, and is updated as needed.

58.2 Before disclosing children's information to any service provider, we take reasonable steps to confirm that the provider can maintain its confidentiality, security and integrity, and

we obtain written assurances that it will do so.

59. Teens aged 13 to the age of majority

59.1 **Parental consent.** A teen may use the Services only with the consent of a parent who has linked a parent account. The parent may view the teen's account, change privacy settings, and exercise the teen's privacy rights.

59.2 **Privacy by default.** A teen's account is set to the most protective settings by default: the profile is visible only to the teen's approved coaches, Organization and parent; recruiter discoverability is off; precise location is never collected; and no personal information is shown publicly.

59.3 **Recruiting.** A parent may turn on recruiter discoverability for a teen under Section 11. The teen and the parent can turn it off at any time, and the profile will stop appearing in recruiter search within 72 hours.

59.4 **No targeted marketing.** We do not direct marketing or advertising to teens and do not sell or share teen information for targeted advertising.

59.5 **Healthy use.** We do not use design features intended to manipulate teens into spending more time on the Services or disclosing more information. We do not send non- essential push notifications to minors between 10:00 p.m. and 7:00 a.m. in the minor's local time.

59.6 **Teen voice.** A teen may contact team@dvlpsports.com directly with any privacy concern, and we will respond to the teen and inform the parent unless doing so would put the teen at risk.

60. Children's privacy contact and complaints

60.1 Questions or requests about a child's information: team@dvlpsports.com, 647-212- 3139, or Privacy Officer, DVLP Sports Canada Inc., 12 Rosemary Lane, Toronto, Ontario M5P 3E8, Canada.

60.2 If you believe we have collected information from a child without parental consent, contact us immediately and we will delete it.

60.3 U.S. parents may also contact the Federal Trade Commission at ftc.gov. Canadian parents may contact the privacy authorities listed in Section 46.3.

Contact us

Purpose	Contact
All questions, requests and notices, including legal, privacy, children's privacy, safety, billing and copyright	team@dvlpsports.com
Children's privacy by phone	647-212-3139
Safety reports	The in-app report function, or team@dvlpsports.com
Mail	DVLP Sports Canada Inc., 12 Rosemary Lane, Toronto, Ontario M5P 3E8, Canada

Corporate information: DVLP Sports Canada Inc. is a corporation incorporated under the *Canada Business Corporations Act*, Corporation Number 1827792-3, with its registered office in Toronto, Ontario, Canada.

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