



CLIENT SERVICE AGREEMENT

Estiera Sport LLC (DBA Soccer IQ Network)

This Client Service Agreement (“Agreement”) is entered into as of the date of acceptance (“Effective Date”) by and between Estiera Sport LLC, a Florida limited liability company (“Company”), and the individual or entity accepting this Agreement (“Client”).

1. ACCEPTANCE OF TERMS

1.1 By accessing or using the Services, Client agrees to be bound by this Agreement.

2. SCOPE OF SERVICES

2.1 Company agrees to provide the performance analysis, reporting, and related services selected by Client in the corresponding order form, payment page, or written engagement (the "Services"). Services are described on Company's website at www.socceriqnetwork.com and may include, without limitation, single-match analysis reports, season long performance tracking, advanced tactical analysis, elite mentorship, and the Spain Experience program.

2.2 Services include the processing of match footage and player data to generate analytics, reports, dashboards, and visualizations (“Outputs”).

2.3 **INFORMATIONAL PURPOSES ONLY. THE SERVICES ARE PROVIDED SOLELY FOR INFORMATIONAL AND ANALYTICAL PURPOSES.**

2.4 **COMPANY DOES NOT PROVIDE SCOUTING, MEDICAL ADVICE, OR PROFESSIONAL OR CAREER GUIDANCE.**

2.5 **NO GUARANTEES. COMPANY MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING PERFORMANCE, DEVELOPMENT, RECRUITMENT, OR ANY OUTCOME.**

2.6 Client acknowledges and agrees that, as part of the Services, Company may share player reports, analytics, and related performance data with third parties, including but not limited to teams, clubs, or organizations, for purposes such as evaluation, exposure, or participation in potential opportunities.

2.7 Client represents and warrants that it has obtained all necessary rights, permissions, and consents to permit such sharing.

3. AGE RESTRICTION AND MINORS

- 3.1 The Services are intended only for individuals **thirteen (13) years of age or older**. Company does not knowingly collect or solicit personal information from children under the age of 13.
- 3.2 Client acknowledges that the Services may involve data, images, or video of individuals under the age of eighteen (18) (“**Minors**”).
- 3.3 Client represents, warrants, and agrees that: (a) Client has obtained all legally required consents, permissions, and authorizations from the parent(s) or legal guardian(s) of any Minor whose information, image, or likeness is included in Client Content; (b) Such consent is valid, informed, and sufficient under all applicable laws; (c) No individual under the age of 13 is included in Client Content.
- 3.4 No Verification by Company. Company does not verify the age of individuals or the existence, validity, or sufficiency of any required consent and relies entirely on Client’s representations. The Company reserves the right, but not the obligation, to verify any player’s age. The Client’s failure to provide such verification constitutes a breach of this agreement and excuses the Company from further performance regarding that player.
- 3.5 **FULL RESPONSIBILITY. CLIENT ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR THE COLLECTION, USE, AND SUBMISSION OF ANY DATA RELATING TO MINORS, INCLUDING COMPLIANCE WITH ALL APPLICABLE PRIVACY, DATA PROTECTION, AND YOUTH-RELATED LAWS.**
- 3.6 Indemnification (Minors). Client agrees to defend, indemnify, and hold harmless Company and its members, managers, officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) failure to obtain proper or legally sufficient consent; (b) unauthorized or unlawful use of a Minor’s data, image, or likeness; or (c) any violation of applicable laws, regulations, or third-party rights relating to Minors.

4. CLIENT RESPONSIBILITIES

- 4.1 Client represents and warrants that: (a) Client has obtained all necessary rights, consents, and permissions from any individuals appearing in any match footage, video, or other content (“Content”), including teammates, opponents, referees, coaches, and any third parties; (b) Client Content does not infringe any intellectual property, privacy, or publicity rights; (c) Client has full legal authority to submit such Content to Company; (d) All information provided is accurate and complete.

- 4.2 Client represents and warrants that: (a) if Client is an individual, Client is at least eighteen (18) years of age; or (b) if Client is an entity, the person executing this Agreement on behalf of the entity has full authority to bind the entity; (c) if Client is acting on behalf of a minor (under 18), Client represents that Client is the parent or legal guardian of that minor and has the full legal authority to bind the minor to this Agreement and to grant all consents described herein.
- 4.3 For any Services involving a player under the age of eighteen (18), Client represents that: (a) Client has obtained, and will maintain, all necessary consents from the player's parent(s) or legal guardian(s) to allow the Company to collect, use, and share the player's personal information, match footage, and performance data in accordance with this Agreement and the Company's Privacy Policy ; (b) Client will provide the FIPA consent form (**Exhibit A**) to the parent or guardian of every player AND return all executed forms to the Company prior to filming; (c) Client agrees to provide evidence of all other consents utilized by, or obtained by Client upon request; and (d) Client will notify the Company within twenty-four (24) hours if any consent under this section is withdrawn or revoked.
- 4.4 Client is solely responsible for obtaining all necessary rights, consents, and permissions from any individuals appearing in any match footage, video, or other content provided to the Company (collectively, "Content"). This includes, without limitation, teammates, opponents, referees, coaches, and any other third parties whose likeness, image, or performance appears in the Content. Client represents and warrants that the Content does not infringe any third party intellectual property, privacy, or publicity rights, and that Client has the full right to submit the Content to the Company for analysis. Client agrees to indemnify and hold the Company harmless from any claims arising out of or related to the Content provided by Client.
- 4.5 Client grants the Company a perpetual, worldwide, royaltyfree, nonexclusive license to use, reproduce, analyze, and display the Content solely for the purpose of providing the Services and, unless Client opts out in writing, to use anonymized or deidentified clips for promotional, educational, or portfolio purposes. Client acknowledges that the Company may use third-party service providers (e.g., cloud storage, video processing tools) to store and process the Content and agrees that such use is authorized under this Agreement.
- 4.6 Client acknowledges that the Company uses third-party service providers to deliver the Services, including without limitation cloud storage providers, payment processors, video analysis platforms, and communication tools. Client consents to the collection, use, and sharing of personal information and Content with such providers as necessary to perform the Services, as described in the Company's Privacy Policy. Client understands that such providers may process data outside of Florida and the United States.
- 4.7 Client is responsible for providing accurate, complete, and timely information, including match footage and player details. The Company's analysis is based on the Content and

information provided; the Company does not verify the accuracy of such information and shall not be liable for any errors or omissions in the Content.

- 4.8 Material Breach.** Failure to comply with any provision in this Section is a material breach. Upon such breach, the Company may suspend or terminate Services immediately; and such termination shall not entitle the Client to a refund of any fees paid in advance, which shall be retained by the Company in full. In the event Company suspends or terminates Services under this provision, Client remains liable for all fees and expenses incurred or committed to through the date of termination.
- 4.9** Client agrees to defend, indemnify, and hold harmless Company from any claims, damages, or liabilities arising out of or related to: (a) Client Content; (b) Client's breach of any representation, warranty, or obligation under this Section 4; or (c) any violation of applicable law or third-party rights.

5. ACCEPTABLE USE AND RESTRICTIONS

- 5.1** Client agrees not to: (a) Use the Services for any unlawful purpose; (b) Upload content without proper rights or consent; (c) Interfere with or disrupt the Services; (d) Attempt to gain unauthorized access to systems; (e) Reverse engineer, copy, or replicate the platform; (f) Use the Services to build a competing product; (g) Resell, sublicense, or commercially exploit the Services without authorization.
- 5.2 Company Safeguarding and Legal Restrictions.** Client acknowledges and agrees that the Company is committed to the safety, privacy, and protection of all minors. Accordingly, Client understands that the Company's performance is subject to strict limitations and restrictions under applicable state and federal laws, as well as industry-standard safeguarding protocols, which may limit or restrict the scope of Services rendered. In light of such, the Company shall have the following Safeguards and Restrictions with respect to rendered services:
- **Prohibited Filming Locations.** Notwithstanding any other provision of this Agreement, the Company shall not under any circumstances film, photograph, or record in the following areas:
 - (a) Locker rooms, changing rooms, restrooms, or any other area where there is a reasonable expectation of personal privacy;
 - (b) Medical treatment areas or training rooms where sensitive health information or treatments are being administered; and
 - (c) Any area specifically prohibited by the host venue or Sports Club's internal policies.

- **Protection Orders.** Client is strictly responsible for identifying any children subject to court-ordered protection, anonymity orders, or "no-film" registries. Client must ensure such individuals are not present in the filming area or must clearly identify them to the Company's staff prior to the commencement of recording.
- **Company Discretion.** The Company reserves the right to immediately cease filming if its personnel determine, in their sole discretion, that the environment violates safeguarding protocols or poses a risk to the privacy of a minor.

5.4 Client Responsibility for Compliance. The Company's adherence to these safety restrictions does not relieve the Client of its obligation to manage the environment. Any delay or inability to perform Services resulting from the Client's failure to secure a "safe-to-film" environment or provide notice of protection orders shall be treated as a Client delay and shall not entitle the Client to a refund or credit.

6. ASSUMPTION OF RISK

6.1 LIMITATIONS OF TECHNOLOGY: CLIENT ACKNOWLEDGES THAT THE SERVICES UTILIZE AUTOMATED PROCESSING AND THIRD-PARTY TECHNOLOGIES. WHILE THE COMPANY STRIVES FOR EXCELLENCE, THE CLIENT UNDERSTANDS THAT OUTPUTS MAY CONTAIN TECHNICAL INACCURACIES OR OMISSIONS.

6.2 CLIENT RESPONSIBILITY: CLIENT ASSUMES FULL RESPONSIBILITY FOR ANY ACTIONS OR DECISIONS MADE BASED ON THE SERVICES AND OUTPUTS. THE COMPANY IS NOT LIABLE FOR ANY OUTCOMES RESULTING FROM THE USE OF, OR RELIANCE UPON, THE PROVIDED FOOTAGE OR DATA.

7. PAYMENT TERMS

- 7.1 Fees and Payment.** Service fees are specified on the Company's website or in a separate invoice, which is hereby incorporated into this Agreement by reference. All fees are due and payable in advance unless otherwise agreed in writing. In the event of a conflict between the terms of an invoice, the Company's Website and this Agreement, the terms of this Agreement shall control.
- 7.2** Payments are nonrefundable except as expressly provided in a specific service description (e.g., the Spain Experience cancellation policy).

- 7.3 By providing payment information, Client authorizes the Company to charge the applicable fees using the designated payment method.
- 7.4 Company may suspend or terminate Services for non-payment.
- 7.5 Company reserves the right to recover any fees, costs, or expenses associated with chargebacks or payment disputes.

8. DATA USAGE AND RIGHTS

- 8.1 Client grants Company a worldwide license to use Client Content to provide Services.
- 8.2 Company may process, analyze, and derive data from Client Content.
- 8.3 Company may use anonymized and aggregated data for internal and commercial purposes.
- 8.4 Company does not claim ownership of raw Client Content.

9. THIRD-PARTY SERVICES

- 9.1 Services rely on third-party service providers, including but not limited to cloud storage providers, payment processors, and data analytics platforms.
- 9.2 Client acknowledges and agrees that Company may share Client Content and personal information with such providers as necessary to deliver the Services.
- 9.3 **COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE, ERROR, DELAY, OR DATA LOSS CAUSED BY THIRD-PARTY SERVICE PROVIDERS.**

10. CONFIDENTIALITY

- 10.1 Client shall not disclose, share, or use any non-public information regarding the Services, platform functionality, reports, analytics methodologies, pricing, or other proprietary business information of Company except as necessary for Client's authorized internal use of the Services.
- 10.2 Client shall use reasonable care to protect such confidential information and shall not disclose it to any third party except as required by law.

11. INTELLECTUAL PROPERTY

- 11.1 Company owns all rights to: (a) platform and software; (b) dashboards and interfaces; (c) reports and analytics; (d) algorithms and models; (e) Outputs and derived data.

- 11.2 Client receives a nonexclusive, nontransferable license to use the Deliverables for Client's personal or internal business purposes.
- 11.3 Client may not: (a) resell or distribute Outputs; (b) copy or modify Services; (c) reverse engineer or extract underlying technology without the Company's prior written consent.

12. DISCLAIMER OF WARRANTIES

- 12.1 **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND COMPANY, ITS AFFILIATES AND ASSIGNS EXPRESSLY DISCLAIMS WITH RESPECT TO CLIENT AND CLIENT EXPRESSLY WAIVES, RELEASE AND RENOUNCES ALL WARRANTIES EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; OR (C) ANY WARRANTY UNDER ANY THEORY OF LAW, INCLUDING ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY.**

13. LIMITATION OF LIABILITY

- 13.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE LEGAL THEORY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 13.2 **COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 13.3 **THE COMPANY DOES NOT GUARANTEE THAT USE OF THE SERVICES WILL RESULT IN IMPROVED ATHLETIC PERFORMANCE, COLLEGE SCHOLARSHIPS, PROFESSIONAL CONTRACTS, OR ANY SPECIFIC OUTCOME. ALL ANALYSIS AND RECOMMENDATIONS ARE PROVIDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY.**

14. INDEMNIFICATION

- 14.1 Client agrees to defend, indemnify, and hold harmless Company and its members, managers, officers, employees, agents, contractors, successors, and assigns from and against any and all third-party claims, demands, actions, proceedings, damages, liabilities, losses, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) Client Content; (b) Client's violation of applicable law or third-party rights; (c) Client's failure to obtain required consents, permissions, or authorizations; (d) Client's misuse of the Services; or (e) any Breach of this Agreement.
- 14.2 Company may assume exclusive control of the defense and settlement of any matter subject to indemnification, and Client shall cooperate fully with Company in connection therewith.

15. TERMINATION AND SUSPENSION

- 15.1 Company may suspend or terminate Services at its discretion, including for operational, legal, or business reasons.
- 15.2 Company may suspend access for: (a) Agreement violations; (b) Security risks; (c) Suspected misuse; (d) Legal or operational risk.
- 15.3 All fees are paid in advance and are **strictly non-refundable**. Client acknowledges that the Company's fees are earned upon receipt to cover scheduling, administrative costs, and the reservation of equipment and personnel. No refunds or credits will be issued for Client cancellations, "no-shows," or any termination resulting from a Client breach of this Agreement.

16. MODIFICATIONS TO SERVICES

- 16.1 Company may modify, update, or discontinue any part of the Services at any time without liability.

17. DISPUTE RESOLUTION

- 17.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Exclusive jurisdiction and venue for actions related to these Terms or Customer use of the Services will be the state and federal courts located in Broward County, Florida, United States, and both parties consent to the jurisdiction of such courts with respect to any such actions.

17.3 Class Action Waiver. Client agrees that any dispute shall be brought solely in Client's individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding.

17.4 Injunctive Relief. Notwithstanding the foregoing, Company may seek temporary, preliminary, or permanent injunctive relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or other proprietary rights.

18. EQUITABLE RELIEF

18.1 Client acknowledges that any unauthorized use of the Services, Outputs, or Company's intellectual property may cause irreparable harm for which monetary damages may be inadequate. Company may seek injunctive or other equitable relief in any court of competent jurisdiction without waiving any other rights or remedies.

19. NO FIDUCIARY RELATIONSHIP

19.1 No advisory or fiduciary relationship is created.

20. SURVIVAL

20.1 Sections relating to intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, limitation on claims, confidentiality, and any provisions which by their nature should survive termination shall survive the termination or expiration of this Agreement.

21. FORCE MAJEURE

21.1 Company shall not be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay is caused by a Force Majeure Event., or any event outside of Company's control. A "Force Majeure Event" includes, but is not limited to (a) Natural Disasters: Acts of God, fire, flood, earthquake, or extreme weather conditions (e.g., hurricanes, lightning, or heavy rain making filming unsafe or technically impossible); (b) Health & Safety: Pandemics, epidemics, or government-mandated quarantines/lockdowns; (c) Civil Unrest: War, terrorism, riots, or civil strikes; (d) Infrastructure & Tech: National or local labor strikes, power grid failures, or internet outages beyond the Service Provider's control; or (e) Legal/Logistical: Changes in law, government regulations, or the sudden unavailability of a permitted filming location due to state action.

22. MISCELLANEOUS

- 22.1** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, communications, representations, and understandings, whether written or oral, relating to its subject matter.
- 22.2** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.
- 22.3** Client may not assign, delegate, or transfer this Agreement or any rights or obligations under it without Company's prior written consent. Any attempted assignment in violation of this Section shall be null and void.
- 22.4** Company may update this Agreement from time to time. Any material changes will become effective upon posting or upon such later date as Company may specify. Client's continued use of the Services after such changes become effective constitutes acceptance of the revised Agreement.
- 22.5** Failure to enforce any provision shall not constitute a waiver of that provision or any other provision.
- 22.6** Client agrees that checking a box, clicking a button, or otherwise electronically acknowledging this Agreement constitutes a valid and binding acceptance of its terms.
- 22.7** By completing the service order, making payment, or otherwise engaging the company's services, client acknowledges that client has read, understood, and agrees to be bound by this client service agreement.

23. ACCEPTANCE

- 23.1** By using the Services, Client agrees to this Agreement.



SIGNATURE

CLIENT:

Name: _____

Title (if applicable): _____

Date: _____

IF CLIENT IS A PARENT/GUARDIAN (FOR MINORS):

I represent and warrant that I am the parent or legal guardian of the minor referenced in this Agreement and have full authority to bind such minor.

Signature: _____

Name: _____

Relationship to Minor: _____

Date: _____