

2NDPRIME, LLC – TERMS OF SERVICE

Version 2026-07-v4 – Effective July 1, 2026

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IMPORTANT – PLEASE READ

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO AND CONTROL ANY PERSON AND/OR ENTITY (HEREINAFTER THE "CUSTOMER") ORDERING, HAVING ACCESS TO, AND/OR USING THE SERVICE(S) DESCRIBED HEREIN. BY ACCESSING AND/OR USING THE SERVICE(S), CUSTOMER ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, AGREES TO ALL TERMS AND CONDITIONS HEREIN, AND CONSENTS TO BE BOUND BY AND BECOME A PARTY HERETO. CUSTOMER SHALL BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF ANY FAMILY-SEAT USER, FAMILY MEMBER, OR OTHER PERSON TO WHOM CUSTOMER GRANTS ACCESS TO THE PLATFORM.

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INTRODUCTION

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Welcome to 2ndPrime, LLC. 2ndPrime is a Name, Image, and Likeness (NIL) contract intelligence and family-protection platform built for the parents of NCAA Division I athletes (the "Services"). By visiting our website, accessing the information, resources, services, products, scoring outputs, community features, workouts, brand-building tools, and any other tool we provide, and by agreeing to use our Services, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter "Terms of Service"), along with any applicable policies referenced herein including our Privacy Policy and Terms of Use.

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DEFINITIONS AND INTERPRETATIONS

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1. Customer means the individual or business entity who purchases or accesses Services from the Provider and whose details are set out in the Order or in the account record on the Platform.
2. Provider means 2ndPrime, LLC, a Pennsylvania limited liability company.
3. Order means the order placed by the Customer through Provider's online platform or subscription checkout, including monthly or annual subscription elections, pilot grants, and invitation-based pilot enrollment.
4. Services means the NIL contract intelligence, scoring, risk analysis, plain-English translation, market benchmarking, calendar timeline, payment tracking, tax estimation, eligibility intelligence, transfer portal intelligence, decisions log, attorney referral surfacing, family-network community, direct messaging, workouts and athletic performance tools, brand-building tools, push notifications, and any other functionality made available by the Provider from time to time.
5. Platform means the 2ndPrime web application at 2ndprime.io and its subdomains,

together with any iOS, Android, or progressive web application surface offered by Provider.

6. Third Party Vendors means any third party entity providing goods or services to Provider in connection with the delivery of the Services, including without limitation Stripe, Inc. (payment processing), OpenAI (AI extraction), Replit (hosting and authentication), Upstash (Redis queue infrastructure), email delivery providers, push notification services, and other infrastructure providers.

7. Terms means these Terms of Service as updated from time to time by the Provider.

8. Specification means the description of the Services on the Platform, in any plan selection screen, in any pilot invitation, or in any subsequently published product documentation.

9. Family Account means the unified subscription account that may include up to three (3) authorized family-seat users (the "Seat Users") governed by the primary account holder.

10. Scoring Outputs means the Family Protection Score, Brand Score, Mobility Score, Replacement Confidence, Portfolio Impact Score, Next Best Action, Guidance Cards, Risk Flags, Market Benchmark indicators, and any other deterministic numeric or categorical outputs produced by the Services.

11. Customer Content means any contract document, scholarship document, communication, workout log, brand plan, community post, comment, direct message, decision-log entry, eligibility profile field, or other data Customer submits to the Platform.

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#### ELIGIBILITY AND ACCOUNT AUTHORITY

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Customer represents and warrants that Customer is at least eighteen (18) years of age and has the legal capacity to enter into binding contracts. Where Customer is a parent or guardian operating an account on behalf of a family unit, Customer represents and warrants that Customer has obtained all necessary consents from any other adult family member or athlete whose information will be entered into, uploaded to, or analyzed by the Platform.

The Services are designed to operate in "Parent Mode" by default; pronouns, labels, and explanations assume that the Customer is the parent of the athlete. Customer acknowledges and agrees that any athletic-related information uploaded to or generated by the Platform is uploaded with the consent of the affected athlete and any other family member.

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#### NON-AFFILIATION; INFORMATION SERVICE ONLY

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2ndPrime is NOT a law firm, NOT a financial advisor, NOT a registered investment adviser, NOT a certified public accountant, NOT a tax preparer, NOT a sports agent, NOT an NCAA-certified contract advisor, NOT an athletic trainer, NOT a physical therapist, NOT a medical provider, NOT a marketing agency, and NOT a

recruiting service. 2ndPrime is NOT affiliated with the NCAA, the College Sports Commission (CSC), Deloitte, NIL Go, any athletic conference, any school, any collective, any agency, any law firm, or any governmental body.

Nothing on the Platform constitutes legal advice, financial advice, tax advice, investment advice, NCAA-eligibility advice, NIL-compliance advice, medical advice, athletic-training advice, dietary advice, or any other professional advice. All Services are informational and educational in nature only. Customer is solely responsible for any decision made or not made in reliance on any Scoring Output, Risk Flag, Guidance Card, Market Benchmark, Tax Estimate, Workout Plan, or other Service feature.

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#### THE FAMILY PROTECTION SCORE AND OTHER SCORING OUTPUTS

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a) Scoring Outputs are proprietary, deterministic numeric or categorical expressions of factors detected within a document or dataset that Customer has uploaded to or generated within the Platform. Scoring Outputs are produced by the V3 Deterministic Engine, which applies a fixed rule set to extracted contract data. Given identical inputs and an unchanged rule set, the engine will return an identical output.

b) The Family Protection Score ranges from a hard floor of five (5) to a maximum of one hundred (100). It reflects six dimensions: Termination Protection, Auto-Renewal Risk, Exclusivity Burden, Revenue Structure, Timeline Health, and Governance Strength. Specific clauses may trigger hard ceilings that cap the maximum achievable score regardless of other strengths.

c) Scoring Outputs are INFORMATIONAL ONLY. They do not predict outcomes, do not guarantee future performance, are not a substitute for review by independently engaged qualified counsel, and are not a recommendation to enter into, decline, terminate, or modify any contract.

d) The rule set powering Scoring Outputs may be updated, refined, or corrected at any time. Re-analysis of a previously analyzed contract may produce a different output. Customer agrees that variation in Scoring Outputs over time is an expected feature of the Services, not a defect.

e) Scoring Outputs depend on the quality and completeness of the document Customer uploads and on the accuracy of AI extraction. AI extraction may misread, omit, or misclassify clauses. Customer is responsible for reviewing the extracted fields and flagging discrepancies.

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#### AI USE DISCLOSURE

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a) The Services use third-party artificial intelligence systems, currently

provided by OpenAI, for the limited purpose of extracting structured data from Customer-uploaded contract documents. AI is NOT used to make scoring decisions, recommendations, or guidance determinations. All downstream calculations are produced by the V3 Deterministic Engine.

b) When Customer uploads a document to the Platform, the document's extracted text is transmitted to the third-party AI provider for the limited purpose described above. Customer's use of the Services constitutes Customer's consent to this transmission. The third-party AI provider's handling of such data is governed by that provider's own terms and privacy policies.

c) The Services may include conversational AI features (such as the AI Strength Chat in the Workouts module and the AI assistant in the Brand Builder). Conversational outputs are informational only and may be inaccurate, incomplete, or out of date. Customer is responsible for verifying any conversational output before acting on it.

d) Provider may rate-limit, throttle, or temporarily pause AI features without notice in response to upstream availability, cost, or safety considerations.

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#### ANONYMIZED LEARNING AND MARKET BENCHMARKS

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a) Provider maintains an anonymized market pattern library that is built from Customer-uploaded contracts. Once a contract has been fully processed and reaches a complete resolved state, anonymized clause patterns, term ranges, and risk signals from that contract may be incorporated into the platform's market benchmark library. Customer-identifying information, athlete names, school names, counterparty names, dollar amounts, and other personally identifying details are stripped before any data is incorporated.

b) Customer grants Provider a perpetual, irrevocable, worldwide, royalty-free license to use anonymized, de-identified data derived from Customer Content for the purposes of (i) operating, improving, and refining the Services; (ii) producing market benchmarks; (iii) detecting and surfacing risk patterns; and (iv) producing aggregated educational content. This license survives termination of Customer's subscription. Provider does not sell raw Customer Content to third parties.

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#### PLAN ARCHITECTURE, ACCESS LANES, AND FOUNDING MEMBER STATUS

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a) Provider currently offers two active plans: a free "Free" tier with limited features and one (1) free contract analysis, and a paid "Optimization" tier with full feature access at \$59.99/month. Provider may introduce additional service tiers in the future. Any future premium tier will be announced separately and will not affect the rate of existing subscribers who maintain continuous membership.

b) Provider may designate certain Customers as "Founding Member" subscribers. Founding Members are granted full Optimization-tier access and may be identified by a cosmetic "Founding Member" badge within the platform. Founding Member status is conferred at Provider's sole discretion and does not constitute a permanent pricing guarantee beyond the founding cohort pricing window described in subsection (c) below.

c) Founding Cohort Trial and Pricing Window. Customers accepted into the Founding Member cohort may receive a thirty (30) day free trial period during which full Optimization-tier access is granted without charge. Provider may require valid payment information at the time of trial enrollment; no charge is made during the trial period, and the first charge occurs on the day following the conclusion of the trial period unless Customer cancels beforehand. The Founding Member rate of \$59.99 per month is locked from the date of trial commencement and will remain in effect for the duration of continuous, uninterrupted membership. Any interruption of membership – including cancellation, a payment failure that exceeds the grace period described in the Subscription, Term, and Termination section, or a voluntary downgrade to the Free tier – terminates the Founding Member rate, and any subsequent re-subscription is subject to then-current standard pricing. The founding rate is not a lifetime guarantee independent of continuous membership. Provider may introduce additional service tiers in the future; Founding Members will not be automatically enrolled in, migrated to, or charged for any future tier, and any move to a future tier requires Customer's affirmative election.

d) Access to the Services is governed by an internal lane model (NEW, RETURNING, PAID, ADMIN). Provider may change the rules that govern lane assignment at any time.

e) Free-tier users are entitled to exactly one (1) free contract analysis. Provider may impose additional limits on free-tier access at any time.

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#### SUBSCRIPTION, TERM, AND TERMINATION

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a) These Terms shall apply upon Customer's completion of Provider's online subscription checkout, Customer's acceptance of a Pilot invitation, or Customer's access to or use of the Platform. The initial subscription term, the renewal cycle, and the rate are as displayed at the time of checkout.

b) Subject to these Terms, either party may terminate Services at any time without further liability, except for the payment of fees that have accrued prior to termination. Customer must terminate Services by cancelling in-app via Stripe customer portal where available, or by contacting support@2ndprime.io. Account cancellations are processed within thirty (30) days of the cancellation submission.

c) Customer shall remain responsible for, and shall pay, all charges and fees associated with the Services that accrue up to termination.

d) Provider may suspend or terminate Customer's account at any time, with or without notice, for any breach of these Terms, the Terms of Use, the Privacy Policy, or the Community Conduct Rules, or for any conduct that Provider determines, in its sole discretion, is harmful to other Customers or to the Platform.

e) Provider may operate a grace period of up to fourteen (14) days following a failed payment, during which Customer retains paid-tier access; thereafter, the account may be downgraded or suspended.

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PROVIDER OBLIGATIONS AND WARRANTIES  
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a) The Provider warrants that it will provide the Services as stipulated in the Order using reasonable care and skill to conform in all material respects with the Specification.

b) The Provider shall use all reasonable endeavors to meet any performance dates specified but any such dates shall be estimates only and time shall not be of the essence for the provision of the Services.

c) The Provider shall have the right to make any changes to the Services which are necessary to comply with any applicable law or regulation, including without limitation changes to NCAA bylaws, the House v. NCAA settlement implementation, state NIL statutes, or CSC reporting protocols.

d) The Provider shall be entitled to use Third Party Vendors or other subcontractors for the provision of the Services.

e) Except as expressly set forth in these Terms, the Provider makes no warranties of any kind, express or implied, regarding the Services, the Platform, the Scoring Outputs, or any other aspect of the Customer experience.

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CUSTOMER OBLIGATIONS AND REPRESENTATIONS  
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a) Customer shall provide assistance and accurate information to Provider as reasonably required to facilitate the provision of Services, including accurate identification of the athlete, the athlete's sport, the athlete's school, and the counterparties to any uploaded contract.

b) Customer shall be obliged to inform Provider immediately of changes to account information, technical setup, or any other material information that may affect the Services.

c) Customer shall not upload, generate, or transmit any content that infringes any third-party right, including intellectual property rights, privacy rights, publicity rights, or trade-secret rights.

d) Customer shall comply with all applicable rules, regulations, and laws relating to its use of the Services, including without limitation NCAA NIL rules, the House v. NCAA settlement implementation, College Sports Commission reporting requirements, NIL Go reporting requirements for deals of \$600 or more (within 5 business days of signing), applicable state NIL laws, federal and state tax laws, and all applicable consumer protection laws.

e) Customer indemnifies and holds Provider harmless against all liabilities, costs, and expenses incurred by Provider in respect of any third-party claims arising from Customer's use of the Services or breach of these Terms.

f) Customer agrees that the Customer is solely responsible for the accuracy of any information used to compute Scoring Outputs, Tax Estimates, Eligibility Indicators, or Transfer Portal Calculations.

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PROFESSIONAL REVIEW RECOMMENDATION – IMPORTANT NOTICE  
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Certain features of the Services may flag contracts as having structural complexity and recommend that Customer consider having the contract reviewed by a licensed attorney before signing, renewing, or making related decisions. Customer expressly acknowledges and agrees that:

- 2ndPrime is NOT a law firm and does NOT provide legal services. NO attorney-client relationship is created between Customer and 2ndPrime by virtue of Customer's use of the Platform.
- Any recommendation to seek professional review is informational only. 2ndPrime does NOT refer, recommend, vet, or endorse any specific attorney or law firm. Locating, vetting, and engaging an attorney is solely Customer's responsibility.
- 2ndPrime does NOT receive referral fees, commissions, kickbacks, or fee splits from any attorney or law firm.
- Communications between Customer and any attorney are NOT protected by the attorney-client privilege unless and until Customer formally engages that attorney under a separate written engagement agreement.

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WORKOUTS AND ATHLETIC PERFORMANCE – ASSUMPTION OF RISK  
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The Workouts module is provided for informational and educational purposes only and does NOT constitute medical, physical-therapy, athletic-training, dietary, or sport-coaching advice.

a) Strength training, lifting, and athletic conditioning carry inherent risk of physical injury, including without limitation strains, sprains, fractures, joint injury, herniation, concussion, cardiovascular event, and death. Customer expressly assumes all such risk on behalf of Customer and any family member.

b) Customer should consult a licensed physician before beginning any new exercise program and should engage a qualified strength coach or athletic trainer in person to supervise execution.

c) 1RM calculations are estimates derived from the Epley formula or similar mathematical models and are not measured maxes. PR detection requires completion flags and is not a substitute for in-person observation.

d) Workouts are generated based on input fields provided by the user. Provider makes no representation that any workout is appropriate for any particular athlete's age, medical history, injury status, weight class, position requirements, or training phase.

e) CUSTOMER WAIVES, RELEASES, AND HOLDS HARMLESS PROVIDER FROM ANY AND ALL CLAIMS ARISING FROM PHYSICAL INJURY, ILLNESS, OR DEATH RELATED TO ANY ATHLETIC ACTIVITY UNDERTAKEN IN RELIANCE ON THE WORKOUTS MODULE.

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BRAND BUILDER — NOT A MARKETING AGENCY  
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a) The NIL Brand Builder feature produces a structured brand-building plan and a deterministic Brand Score based on inputs provided by Customer. The Brand Builder is NOT a marketing agency engagement and does NOT include personalized marketing services, content creation, agent representation, or sponsorship procurement.

b) Brand Builder outputs are informational and educational only. Provider makes no representation that any sponsor-fit suggestion will result in an actual sponsorship, that any content plan will produce audience growth, or that any goal projection will be achieved.

c) Customer is solely responsible for any content Customer publishes on any social media platform, including compliance with FTC endorsement-disclosure requirements, NIL collective payment-reporting requirements, school NIL policies, and any applicable agency agreement.

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TAX ESTIMATE FEATURE — NOT TAX ADVICE  
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a) The Tax Estimate Card, the Tax Estimate Engine, the quarterly federal and state estimate calculations, the self-employment tax breakdown, and the suggested set-aside percentage are informational tools only and do NOT constitute tax advice or tax preparation services. 2ndPrime is NOT a certified public accountant, enrolled

agent, or tax preparer.

b) Tax outputs are based on simplified models and the inputs Customer supplies. They do not reflect Customer's full tax picture, deductions, credits, dependents, multi-state allocation, or any other personal circumstances. Customer should engage a licensed tax professional to prepare and file any tax return.

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ELIGIBILITY INTELLIGENCE AND TRANSFER PORTAL INTELLIGENCE – NOT COMPLIANCE ADVICE  
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a) The Eligibility Intelligence Layer and the Transfer Portal Intelligence section – including eligibility-clock displays, House Settlement roster-cap indicators, pay-for-play inducement-risk flags, NCAA window tracker, NIL Value at Risk calculation, Portfolio Impact Score, Portable vs. Terminating breakdown, Replacement Confidence, and Contactability Gate – are informational only and do NOT constitute NCAA compliance advice or NCAA bylaw interpretation.

b) NCAA rules, transfer-window dates, state NIL statutes, House Settlement implementation, and CSC reporting requirements change frequently. Provider makes commercially reasonable efforts to maintain accurate references, but does not warrant that any rule, window, or implementation date displayed on the Platform is current or accurate as of any particular moment.

c) Customer must verify all eligibility and transfer-related information with the athlete's school compliance office, an NCAA-certified contract advisor, or an attorney before taking any action.

d) Any state NIL disclosure requirement, filing threshold, deadline, entity requirement, or similar parameter displayed on the Platform is presented for informational purposes only, is accurate only as of the "current as of" date shown alongside it (where displayed), and may be out of date. Such information does NOT constitute legal advice or a determination of any Customer's obligations. Customer must independently verify all such parameters with a licensed attorney or the athlete's school compliance office before acting. Any potential booster, collective, or conflict-of-interest match surfaced by the Platform is a possible match for Customer's review only, is not a determination or accusation, and must be verified before Customer relies on it.

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FAMILY NETWORK COMMUNITY – CONDUCT, MODERATION, AND LICENSE  
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a) The Family Network community (the "Community") is available to PAID (including Founding Members) and ADMIN-tier Customers and includes posts, comments, direct messages, vouches, connection requests, mentions, AMA questions, ritual RSVPs, and similar features. Free-tier users do not have Community access.

b) When Customer submits any content to the Community ("Community Content"),

Customer grants Provider a worldwide, non-exclusive, royalty-free, sublicensable, perpetual license to host, store, anonymize, moderate, display, distribute, modify, prepare derivative works of, and use such Community Content solely in connection with operating and improving the Services. Customer retains ownership of Community Content.

c) Community Conduct Rules. Customer agrees NOT to post, comment, message, vouch for, or otherwise transmit any content that: (i) is defamatory, threatening, harassing, or hateful; (ii) names a specific person, school, agent, attorney, collective, or program in connection with an unverified factual accusation; (iii) discloses any minor's personally identifying information other than information about Customer's own family's athlete with consent; (iv) contains an SSN, driver's license number, credit card number, bank account number, home address, or other restricted PII; (v) violates the privacy or publicity rights of any person; (vi) infringes any intellectual property; (vii) constitutes spam, solicitation, or unauthorized advertising; (viii) attempts to circumvent rate limits, identity-style restrictions, or moderation; or (ix) violates any applicable law.

d) Moderation. Every member post enters a pending state and is routed through admin review before going live. Provider reserves the right, in its sole discretion, to approve, reject, edit, anonymize, hide, pin, or delete any Community Content, with or without notice, and to suspend or terminate any Customer's Community access. Provider operates automated systems including a PII detector and report-threshold auto-hiding. Provider may, but is not obligated to, monitor any Community communication.

e) Direct Messages. Direct messages between connected families are stored on Provider's infrastructure. They are NOT end-to-end encrypted. Provider may review direct messages where necessary to investigate a report, enforce these Terms, comply with legal process, or protect the safety of the Community.

f) No Privacy Expectation in Public Posts. Customer acknowledges that Community posts (other than direct messages) are visible to all eligible Community members and that Customer has no reasonable expectation of privacy in such posts.

g) Vouches. The vouching system permits paid members to recommend other families for membership. Provider is not responsible for the conduct of any vouching member or the vouched family. Vouches do not create any legal relationship between members.

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PROFESSIONAL ACCESS – INVITED LAWYERS AND AGENTS

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a) Customer-Initiated Invitations. The Platform allows Customer to invite a licensed professional of Customer's own choosing – such as a family lawyer or an athletic agent ("Invited Professional") – to a professional seat that grants read access to Customer's contracts, Scoring Outputs, timeline, decisions, and risk

flags, together with the ability to write notes on contracts. An Invited Professional cannot upload, modify, archive, or delete Customer's contracts. Customer may revoke an Invited Professional's access at any time.

b) No Vetting or Endorsement. Provider does not recruit, select, screen, background-check, license-verify, supervise, direct, employ, endorse, or guarantee any Invited Professional. The decision to invite, retain, rely upon, compensate, or dismiss any Invited Professional rests solely with Customer. Provider makes no representation regarding any Invited Professional's qualifications, licensure, fitness, or the quality of any advice or service the Invited Professional provides.

c) No Professional Relationship With Provider. Inviting, accessing, or communicating with an Invited Professional through the Platform does NOT create any attorney-client, agency, fiduciary, accountant-client, or other professional-services relationship between Customer and Provider, or between Provider and any Invited Professional. Any professional relationship exists solely between Customer and the Invited Professional and is governed by whatever separate engagement they establish outside the Platform.

d) Authorized Data Sharing. By inviting an Invited Professional, Customer authorizes and directs Provider to disclose to that Invited Professional the Customer Content and Scoring Outputs described above. Customer represents that Customer has the authority to authorize such disclosure and has obtained any consents required from other family members or the athlete. Customer is responsible for whom Customer invites and for promptly revoking access that is no longer appropriate.

e) Invited Professional Obligations. An Invited Professional who accepts a seat agrees to access and use Customer Content solely to serve the inviting Customer, to keep such information confidential, to comply with these Terms and the Privacy Policy, and not to copy, scrape, retain beyond the engagement, or use the data for any other purpose. An Invited Professional is a Seat User for purposes of Customer's responsibility for acts and omissions under these Terms.

f) No Liability for Invited Professionals. Provider shall not be liable for any act or omission of any Invited Professional, for any advice or service an Invited Professional provides or fails to provide, or for any disclosure, misuse, or retention of Customer Content by an Invited Professional after Customer has granted that professional access.

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DECISIONS LOG AND EVIDENCE LOG – PRIVILEGE AND DISCLOSURE NOTICE  
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a) The Decisions Log, the Constructive Dismissal Evidence Log, and any similar record-keeping feature allow Customer to store notes, dated entries, documents, and other records within the Platform. These features are informational record-

keeping tools only and do NOT constitute legal advice, litigation support, or evidence preparation services.

b) Notes, entries, documents, and records stored in the Decisions Log or Evidence Log are NOT protected by the attorney-client privilege by virtue of being stored on the Platform. Attorney-client privilege attaches only to communications made directly between Customer and an attorney Customer has formally engaged under a separate written engagement agreement, and only where the elements of privilege are otherwise satisfied. Storing information on the Platform may, in some circumstances, risk waiver of a privilege that would otherwise apply; Customer should consult Customer's own attorney regarding what information to store and how.

c) Entries in these logs are timestamped at the time of creation. Customer acknowledges that Platform-generated timestamps are not cryptographically notarized and are not a substitute for formal evidence authentication.

d) Provider may be required by court order, subpoena, regulatory inquiry, or other lawful process to disclose the contents of the Decisions Log, the Evidence Log, uploaded contracts, or other Customer Content. Where legally permitted, Provider will use commercially reasonable efforts to notify Customer of such a request sufficiently in advance of disclosure to allow Customer to seek a protective order or otherwise contest the request.

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SPEAKING ENGAGEMENTS, LIVE EVENTS, AND CONSULTATION CALLS  
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a) From time to time, Provider, its principals (including without limitation Keeno Arrington and LaVar Arrington), or affiliated personnel may offer or appear at speaking engagements, clinics, masterminds, AMAs, roundtables, retreats, or other live or virtual events ("Events").

b) Subscription to the Services does NOT entitle Customer to attend any Event. Event attendance, if offered, is governed by a separate agreement.

c) Public speaking engagements involving Provider's principals do NOT constitute legal, financial, tax, or compliance advice and are educational only.

d) Founding Member Consultation Calls. As part of the Founding Member onboarding program, Provider may offer eligible Founding Members a scheduled personal outreach or consultation call with a named Provider representative or Strategic Advisor (a "Consultation Call"), which may include a milestone check-in during the onboarding period. Consultation Calls are educational, motivational, and relationship-building in nature only. They do NOT constitute legal advice, financial advice, tax advice, NCAA-compliance advice, athlete representation, agency services, or any other professional advice, and NO attorney-client, agency, fiduciary, or other professional relationship is created between the Consultation

Call participant and Provider or any Provider representative or Strategic Advisor. Consultation Calls are offered subject to scheduling availability and capacity and are not a guaranteed, refundable, or transferable feature of any subscription tier. Failure to schedule, complete, or reschedule a Consultation Call shall not constitute a breach of these Terms or grounds for a refund.

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NOTIFICATIONS, ALERTS, AND COMMUNICATIONS  
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a) By using the Services, Customer consents to receive operational, transactional, and product communications from Provider via the email address provided at registration, in-app bell notifications, web push notifications, and where applicable SMS or other channels.

b) Provider's email communications may be sent under the name of Provider or the name of a Provider principal, founder, or member of the Provider team (for example, a message signed by a named individual associated with 2ndPrime). All such communications are sent by or on behalf of Provider and are subject to these Terms regardless of the individual name in the sender or signature line. Marketing emails include an unsubscribe mechanism as described below.

c) Push notifications require Customer's explicit browser/device permission. Customer may withdraw such permission at any time via the browser or device settings. Provider is not responsible for missed notifications resulting from withdrawn permissions, browser misconfigurations, device limitations, or upstream push-service failures.

d) Customer may opt out of marketing emails via the unsubscribe link in any marketing email. Operational emails (e.g., billing notices, security alerts, terms-change notices, password resets) cannot be opted out of so long as Customer retains an active account.

e) Provider's automated email sequences may reference information derived from Customer's account activity, uploaded contracts, and Family Protection Score for personalization purposes. Some email content is generated or personalized using artificial intelligence. Emails may be sent from or attributed to Provider's principals, including named representatives of Provider, as part of Provider's standard communications program.

f) Automated communications may be sent from or attributed to Strategic Advisor LaVar Arrington as part of Provider's family engagement program. These communications are sent on behalf of Provider and do not constitute personal legal, financial, or athlete representation advice.

g) Provider may periodically send eligible long-term subscribers personal loyalty outreach and may, from time to time, offer optional access to additional service tiers as they become available. Any such offer is optional; Provider does not

force migration of any subscriber to a different tier or rate, and continued membership at a Customer's existing rate does not depend on accepting any such offer. Loyalty and offer communications that are promotional in nature include an unsubscribe mechanism as described above.

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PAYMENT TERMS  
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a) Customer agrees that if a subscription Order submitted by Customer is accepted by Provider, Customer shall pay all charges and amounts associated with the Service(s) in accordance with Provider's billing policies and the price displayed at checkout.

b) Provider invoices Customer automatically on the Customer's anniversary date (signup date) for the elected billing cycle (monthly or annual) in advance, prior to services being delivered.

c) Customer shall be responsible for accurately providing Provider with valid payment information and maintaining and updating the same at all times. Payment information is processed by Stripe, Inc. and is not stored on Provider's servers.

d) Customer shall ensure that all amounts billed are available each time Provider attempts to charge or debit any account designated for such purposes. Provider shall charge Customer a service fee in the amount of \$30.00 each time a charge is rejected due to insufficient funds.

e) If Provider charges Customer for Service(s) and Customer places a chargeback with its credit card provider for any reason, Provider shall charge Customer a fee in the amount of \$150.00. Provider will pursue all legal remedies available to recover losses incurred as a result of Customer's chargeback.

f) Provider may immediately suspend or terminate the Service(s) without notice or liability if Provider does not receive payment of all amounts billed to Customer by the required due date. Provider may add interest charges to any past-due amounts at a rate equal to the lesser of 2.5% per month or the maximum rate allowed by law.

g) Customer is responsible for and must pay any applicable federal, state, local, or other governmental taxes, regulatory fees, and charges now in force or enacted in the future.

h) Annual subscriptions and founding-cohort pricing windows are non-refundable except as expressly stated. Where Provider offers founding-cohort pricing, such pricing is held for the duration of the founding window as defined at the time of enrollment; thereafter, pricing reverts to then-current standard pricing.

i) Provider may, in its sole discretion, change subscription pricing or feature

sets on a prospective basis. Material pricing changes will be communicated at least thirty (30) days in advance via email.

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#### BILLING DISPUTES

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In the event Customer disputes any amount billed by Provider, Customer shall notify Provider by emailing [billing@2ndprime.io](mailto:billing@2ndprime.io) within thirty (30) days of the billing date or such dispute shall be forever waived. The existence of a dispute shall not relieve Customer from paying any amounts billed. Upon receipt, Provider shall reasonably investigate the dispute and provide a resolution based on the outcome of such investigation.

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#### DELAYS AND SERVICE COMPLAINTS

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a) In the event that Customer reasonably believes that the Services are materially delayed or not in accordance with the Specification, Provider shall be obliged to remedy or re-deliver, at its own discretion, without undue delay.

b) Complaints concerning delays or material breach shall be submitted within thirty (30) days of the date Customer became or should have become aware of the issue, via email to [support@2ndprime.io](mailto:support@2ndprime.io). Complaints submitted outside this window shall be deemed waived for purposes of remedy under this Section.

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#### MODIFICATION OF TERMS

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Provider has the right to modify the terms and conditions of these Terms of Service at any time. Notice of any material change shall be sent to Customer via email using the address provided by Customer upon registration. Material changes shall be effective thirty (30) days after notice. Non-material changes (e.g., editorial corrections, contact-info updates) are effective immediately. Provider shall also publish the modified Terms of Service on its website. Customer's continued use of the Service(s) after notice of any such changes shall constitute Customer's conclusive acceptance of all such changes.

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#### UNLAWFUL AND PROHIBITED USE

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a) Customer is expressly prohibited from using the Service(s) in a manner that would constitute or encourage conduct that is improper, criminal in nature, that may give rise to a civil liability, or that otherwise violates any applicable laws or regulations, including without limitation: (i) inducement of an athlete to enroll in a particular school in violation of NCAA inducement rules; (ii) any conduct that would jeopardize the eligibility of an NCAA athlete; (iii) any conduct that violates state NIL statutes; (iv) tax fraud or tax evasion; (v) money

laundering; (vi) harassment, stalking, or doxing; (vii) impersonation; or (viii) any unauthorized practice of law, accounting, or sports agency.

b) If Provider determines that Customer is using the Service(s) in violation of this Section, Provider shall have the right, without liability, to block, suspend, or terminate the Service(s) without notice.

c) If Provider believes that any activity on the Customer account is or could be suspicious in nature, Provider has the right to suspend or terminate Service in its sole discretion and to cooperate with law enforcement.

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#### AUDIT AND LAW ENFORCEMENT

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Provider reserves the right to audit, track, or monitor Customer's use of the Service(s) to (a) enforce the provisions of these Terms of Service; (b) conform to legal requirements or comply with legal process; (c) protect and defend the rights or property of Provider or any Third Party Vendors; (d) respond to claims of copyright or trademark infringement or unlawful activity; (e) enforce Community moderation; or (f) act to protect the interests of Provider's customers. Customer agrees that these Terms of Service are sufficient notice of such monitoring to the extent any notice is required under applicable federal or state law.

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#### NON-DISCLOSURE; TRADE SECRETS

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Customer acknowledges that it may obtain from Provider information relating to Provider's platform, methodology, scoring engines, deterministic governance lock, rule sets, baseline hash manifests, market pattern library, attorney-referral procedures, or method of doing business which is of a confidential and proprietary nature (the "Proprietary Information"). Customer shall not, without the prior written consent of Provider, disclose Proprietary Information to any person or entity, except for Customer's employees, contractors, family members, and consultants who have a need to know such information and who are bound by confidentiality obligations no less protective than those set forth herein. Customer may disclose Proprietary Information pursuant to a judicial or governmental order, provided that Customer takes all reasonable steps to give Provider prior notice sufficient to contest such request, requirement, or order.

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#### INTELLECTUAL PROPERTY

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The Service and any software used to provide the Service, and all information, documents, scoring outputs, plain-English translations, guidance cards, risk-flag codes, market benchmarks, calendars, brand-plan templates, workout templates, and materials provided by Provider may be protected by trademark, copyright, trade secret, or other intellectual property laws. Customer is only granted a non-

transferable, revocable license to use such materials strictly in accordance with the terms and conditions of this Agreement and exclusively for use in connection with the Service.

Customer shall not (a) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or scoring methodology of the Services; (b) copy, modify, or create derivative works of the Services except as expressly permitted; (c) remove or alter any proprietary notice; or (d) use the Services to develop a competing product or service.

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#### DMCA NOTICES

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Provider respects the intellectual property rights of others. If Customer or any third party believes that any material on the Platform infringes a copyright, Customer or such third party may submit a DMCA notice to [info@2ndprime.io](mailto:info@2ndprime.io) with the elements required by 17 U.S.C. § 512(c)(3). Provider will respond to valid notices in accordance with the Digital Millennium Copyright Act.

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#### GENERAL WARRANTIES

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THE SERVICE(S), SOFTWARE, SCORING OUTPUTS, GUIDANCE CARDS, MARKET BENCHMARKS, WORKOUT PLANS, BRAND PLANS, TAX ESTIMATES, ELIGIBILITY INDICATORS, TRANSFER PORTAL CALCULATIONS, ATTORNEY-REFERRAL INFORMATION, COMMUNITY CONTENT, AND OTHER COMPONENTS OF THE PLATFORM ARE OFFERED AND PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER AND ITS THIRD PARTY VENDORS MAKE NO WARRANTIES OF ANY KIND AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY OF DATA OR SCORING, AVAILABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR FREE, THAT SCORING OUTPUTS WILL BE ACCURATE, THAT ATTORNEY-REFERRAL INFORMATION WILL BE CURRENT, OR THAT ANY DECISION MADE IN RELIANCE ON THE SERVICE(S) WILL ACHIEVE ANY PARTICULAR OUTCOME.

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#### LIMITATION OF LIABILITY

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(A) PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY OF ANY NATURE INCURRED BY CUSTOMER OR ANY THIRD PARTY RESULTING FROM ACCESS TO THE PLATFORM; ANY INTERRUPTION OF SERVICE(S); ANY LOST DATA OR OTHER SYSTEM-RELATED DAMAGES; ANY INACCURACY OF A SCORING OUTPUT, RISK FLAG, GUIDANCE CARD, MARKET BENCHMARK, TAX ESTIMATE, OR ELIGIBILITY INDICATOR; ANY ATTORNEY-REFERRAL OUTCOME; ANY PHYSICAL INJURY ARISING FROM THE WORKOUTS MODULE; ANY LOSS OF NIL OPPORTUNITY, SCHOLARSHIP, ELIGIBILITY, OR EARNING POWER; AND/OR DAMAGE OR LOSS OF PROPERTY OR EQUIPMENT.

(B) IN ADDITION AND NOT TO LIMIT THE FOREGOING, PROVIDER SHALL NOT BE LIABLE,

UNDER ANY CIRCUMSTANCES, TO CUSTOMER OR ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST NIL OPPORTUNITIES, LOST ELIGIBILITY YEARS, OR COST OF PURCHASING REPLACEMENT SERVICES).

(C) IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF PROVIDER ARISING WITH RESPECT TO THESE TERMS OF SERVICE EXCEED THE GREATER OF (I) THE TOTAL AMOUNTS PAID BY CUSTOMER TO PROVIDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR (II) ONE HUNDRED U.S. DOLLARS (\$100.00).

(D) NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING MAY BE ASSERTED BY CUSTOMER RELATIVE TO THE SERVICE(S) OR THESE TERMS OF SERVICE.

(E) IN THE EVENT A JURISDICTION DOES NOT ALLOW ANY OF THE ABOVE EXCLUSIONS OR LIMITATIONS OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIABILITIES AND WARRANTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

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#### INDEMNIFICATION

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Customer agrees to indemnify and hold Provider, the Third Party Vendors, and the parent companies, affiliates, employees, contractors, directors, officers, and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages, and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to: (a) Customer's or its Seat Users' acts or omissions; (b) use of the Service(s); (c) Customer Content uploaded or generated through the Services; (d) Community Content posted, commented, messaged, or transmitted by Customer or its Seat Users; (e) any decision made or not made by Customer in reliance on a Scoring Output, Guidance Card, Attorney Referral, Tax Estimate, Workout Plan, or other Service feature; (f) any physical injury arising from the Workouts module; (g) any claim by an athlete, school, collective, agent, or governing body relating to Customer's NIL activity; and/or (h) breach of these Terms of Service. Provider shall promptly notify Customer in writing of any claim for which it is obligated under this indemnity.

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#### DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION WAIVER

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PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES BINDING ARBITRATION AND WAIVES CERTAIN RIGHTS, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

a) Informal Resolution. Before initiating arbitration, the parties agree to

attempt to resolve any dispute informally for a period of thirty (30) days by emailing info@2ndprime.io with a written description of the dispute.

b) Binding Arbitration. Except for claims that may be brought in small-claims court and except for either party's right to seek injunctive relief in a court of competent jurisdiction to protect intellectual property or confidential information, any dispute arising out of or relating to these Terms or the Services shall be resolved by binding individual arbitration administered by JAMS or, if JAMS is unavailable, the American Arbitration Association, in Washington County or Allegheny County, Pennsylvania, under the rules of the administering body.

c) Class Action Waiver. Customer and Provider agree that each may bring claims against the other only in their individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate the claims of more than one person or preside over any form of representative or class proceeding.

d) Opt-Out. Customer may opt out of this arbitration provision by emailing info@2ndprime.io within thirty (30) days of first accepting these Terms, stating Customer's name, address, and a clear statement that Customer wishes to opt out of arbitration.

e) Governing Law. These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice-of-law rules.

f) Venue for Non-Arbitrable Claims. For any claim that is not subject to arbitration, venue shall be in Washington County or Allegheny County, Pennsylvania, and Customer hereby waives any rights to the contrary.

g) Prevailing Party Fees. In any proceeding by which one party seeks to enforce its rights under this Agreement, the prevailing party may be awarded reasonable attorneys' fees, together with any costs and expenses.

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MISCELLANEOUS  
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Force Majeure. Except for Customer's payment of charges for Service(s) which have accrued, neither Party assumes a risk of any event beyond its reasonable control, including but not limited to acts of God or the public enemy, riots or insurrections, war, accidents, fire, strikes and other labor difficulties, embargoes, judicial action, pandemic, internet or hosting infrastructure outages, third-party AI provider outages, payment processor outages, or inability to obtain licenses, permits, or approvals.

Survival. The provisions of these Terms of Service that, by their purpose, are intended to survive the termination of Service(s) shall so survive, including

without limitation indemnification clauses, limitations on liability, warranty disclaimers, non-disclosure obligations, intellectual property notices, dispute resolution, and all license grants in favor of Provider with respect to anonymized data.

Non-Waiver. Failure by either Party to insist upon strict performance of any terms or conditions of these Terms of Service shall not be deemed a waiver of any right to insist upon strict performance thereof.

Severability. If any term herein is illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Assignment. Customer may not assign its rights or obligations under these Terms of Service without the express written consent of Provider. Any such assignment in violation of this Section shall be null and void. Provider may assign these Terms in connection with any merger, acquisition, financing, or sale of substantially all of its assets.

Business Relationship. These Terms of Service shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the Parties.

Third Parties. No third party shall be considered a party to or beneficiary of these Terms of Service, except that Third Party Vendors and Provider's officers, employees, and contractors are intended third-party beneficiaries of the limitation-of-liability and indemnification provisions.

Notices. All notices shall be sent to Customer via the email address provided at the time of registration. Provider notices may be sent from [info@2ndprime.io](mailto:info@2ndprime.io) or [support@2ndprime.io](mailto:support@2ndprime.io).

Entire Agreement. These Terms of Service, together with the 2ndPrime Terms of Use and Privacy Policy referenced herein and any Order or Specification, constitute the entire Agreement between the Parties regarding the subject matter hereof and supersede all prior agreements, understandings, statements, or proposals concerning the Service(s), whether written or oral.

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#### CONTACT INFORMATION

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Support: [support@2ndprime.io](mailto:support@2ndprime.io)  
Billing Disputes: [billing@2ndprime.io](mailto:billing@2ndprime.io)  
General: [info@2ndprime.io](mailto:info@2ndprime.io)  
2ndPrime, LLC | <https://2ndprime.io>  
Effective June 2026

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