

2NDPRIME, LLC – TERMS OF USE

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

These Terms of Use (the "Terms") shall apply to and control your use of the 2ndPrime website at 2ndprime.io and its subdomains (the "Website" or "Site"), and any information, software, function, graphics, code, artwork, scoring engine output, plain-English translations, market benchmarks, guidance cards, calendars, brand plans, workout outputs, community content, and any other material contained on or accessed through the Site (collectively the "Content").

YOU HEREBY WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE. IF YOU ARE NOT AT LEAST 18 YEARS OF AGE, YOU MAY NOT USE THIS WEBSITE.

By accessing and/or using this Website and/or the Content, you agree to abide by and be bound to these Terms and any changes thereto. If you do not agree to or cannot comply with any of these Terms, immediately cease any use of this Website and its Content. Provider may change or modify these Terms of Use from time to time. For material changes that affect paid subscribers, Provider will provide advance notice in accordance with the notice provisions of the Terms of Service. For non-subscriber website visitors, Provider will post the updated Terms on the Site, and non-material or editorial changes are effective upon posting. Your use of this Site or the Content after any such change has been made and, where applicable, notice has been given, shall be conclusive evidence of your acceptance of, and agreement to comply with, such changes.

OPERATOR AND AFFILIATIONS

This Website is operated by 2ndPrime, LLC, a Pennsylvania limited liability company ("Provider," "2ndPrime," "we," "us," or "our"). The functionality of this Website is made possible through services provided by third parties, which may include information processing, hosting, payment processing, AI extraction, push notification, email delivery, queue processing, and website administration (collectively the "Third Party Providers").

The fact that Provider uses Third Party Providers does not in any way create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between such Third Parties and Provider, and neither Provider nor such Third Party Providers shall have the authority to create any obligation on behalf of the other.

NON-AFFILIATION NOTICE

2ndPrime is an independent information and analysis service. 2ndPrime is NOT affiliated with, endorsed by, or sponsored by the National Collegiate Athletic Association (NCAA), the College Sports Commission (CSC), Deloitte, any athletic conference, any university or college, any athletic department, any collective, any agent, any law firm, any tax preparer, any sports league, or any governmental body. References to the NCAA, conferences, schools, the House v. NCAA settlement, NIL Go, the CSC, and similar entities are for descriptive and contextual purposes only and do not imply any relationship or endorsement.

NATURE OF THE CONTENT

The Content provided on this Website has been compiled from a variety of sources and may contain out-of-date information, technical or other mistakes, inaccuracies, or typographical errors. Provider makes no guarantees or warranties to the contrary. Provider and the Third Party Providers assume no obligation or liability to correct or update the same. It is your responsibility to verify any information presented to you before relying on it.

The Content within this Website, including without limitation any Family Protection Score, Brand Score, Next Best Action, Guidance Card, Plain-English Translation, Risk Flag, Market Benchmark, Tax Estimate, Eligibility Indicator, Transfer Portal Score, Replacement Confidence figure, Workout Plan, or 1RM/PR calculation, is provided for general informational and educational purposes only. The Content is NOT legal advice, NOT financial advice, NOT tax advice, NOT investment advice, NOT NCAA compliance advice, NOT NIL compliance advice, NOT medical advice, NOT athletic-training advice, and NOT any other form of professional advice. You should seek qualified professional advice before taking any course of action based on information found here.

FAMILY PROTECTION SCORE AND OTHER SCORING OUTPUTS

The Family Protection Score, the Brand Score, the Mobility Score, the Replacement Confidence score, the Portfolio Impact Score, and any other numeric output produced by the Site (collectively, "Scoring Outputs") are proprietary, deterministic numeric expressions of factors detected within a document or dataset that you have provided to the Site. Scoring Outputs are informational only. Scoring Outputs do not predict outcomes, do not guarantee future performance, do not constitute a recommendation to enter into, decline, terminate, or modify any contract, and are not a substitute for review by independently engaged qualified counsel.

Scoring Outputs are based on the input you supplied and the rule set in effect at

the time of analysis. Rule sets change, source documents may be misclassified, AI extraction may misread or omit clauses, and downstream calculations rely upon the accuracy of the inputs. By using the Site, you accept the inherent limitations of automated extraction and scoring.

HYPERLINKS TO THIRD PARTY SITES

This Site may contain hyperlinks to third party websites ("Third Party Sites"), including without limitation Stripe, OpenAI, Google, Replit, Upstash, NCAA-affiliated sites, state agency sites, and law firm websites surfaced via the Attorney Referral feature. The placement of such hyperlinks on this Website shall in no event be construed as an endorsement or support by Provider, or any Third Party Provider, of the content, products, and/or services of such Third Party Sites. Provider is not responsible for the content, products, services, or privacy practices of any Third Party Site.

PROPRIETARY AND INTELLECTUAL CONTENT

The Content of this Website (including but not limited to software, scoring engines, deterministic governance lock (DGL) baselines, market pattern libraries, plain-English translation outputs, risk flag codes, guidance cards, tools, information, graphics, videos, and marks) is proprietary in nature and is owned by Provider, its affiliates, and/or a Third Party Provider. All title and intellectual property rights in and to the Content which may be viewed or accessed through this Website are retained by their respective owners. Nothing contained in this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, copyright, or other intellectual property without the written permission of Provider or such third party that may own the trademark, copyright, or other intellectual property.

Trade Secret Notice. The Family Protection Score formula, the V3 Deterministic Engine, the rule-pattern library, the master engine orchestration pipeline, and the deterministic guidance engine are trade secrets of Provider. Reverse-engineering, decompilation, automated scraping, or any attempt to reconstruct the scoring methodology is strictly prohibited and may result in immediate termination and legal action.

ADDITIONAL TERMS AND CONDITIONS

When using certain Content accessible or provided through this Website – including subscription-based features, the Family Network community, direct messages, the Workouts module, the Brand Builder, the Attorney Referral feature, the Professional Access feature through which you invite your own lawyer or agent, and any speaking engagement, clinic, AMA, or live event – you may be subject to

additional posted guidelines, terms, conditions, rules, or notices, including without limitation the 2ndPrime Terms of Service and the 2ndPrime Privacy Policy. You hereby agree to comply with all such additional guidelines and terms. In the event of any conflict between these Terms of Use and such additional terms, those additional terms shall control to the extent of the conflict.

USE OF WEBSITE, SERVICES, AND CONTENT

This Website and its Content and the products and services provided thereon are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations. You may not print, copy, upload, post, publish, modify, display, transfer, resell, reproduce, republish, or distribute this Website or the Content in any way (whether electronically or otherwise), or create other works based on the same, without prior written authorization from Provider.

You are expressly prohibited from taking any action, or using this Website and the Content in a manner, that: (a) is deemed to interfere with, disrupt, or present a risk to the network, software, property, or security of Provider, its affiliates, its customers, or the Third Party Providers, whether directly or indirectly; (b) violates any laws or regulations, or the policies of Provider or a Third Party Provider; (c) attempts to reverse-engineer the scoring engine or the deterministic guidance engine; (d) violates any third-party rights including intellectual property, privacy, or publicity rights; (e) uses automated scraping, crawling, or data extraction; or (f) attempts to circumvent access controls, rate limits, or moderation systems.

If it is determined that you are using this Website or the Content in a manner that violates or is contrary to this Section, Provider, as well as any affected Third Party Provider, shall have the right, without liability or notice, to suspend or terminate your access or use of the Website and/or the Content, or any part thereof.

EQUIPMENT

You, at your cost, shall be solely responsible for obtaining and maintaining all hardware, software, browsers, mobile devices, internet access, and communications equipment, and any updates thereto, that are required to access this Website and the Content. Provider does not warrant that the Site will function on any particular device, operating system, browser version, or network connection.

REGISTRATION; PRE-APP ACCESS GATE; WAITLIST

Some areas of this Website may require you to provide personal information,

register for Services, complete an access gate (such as a temporary access code or invitation password), or join a waitlist. In any such event, you agree to (a) provide accurate, current, and complete information as requested during registration; and (b) maintain and update your information to keep it accurate, current, and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, Provider reserves the right to terminate your access immediately.

Access codes, invitation links, and pilot-cohort credentials are issued at Provider's sole discretion and may be revoked at any time without notice. In no event shall Provider or any Third Party Provider be obligated to confirm the accuracy or correctness of the information you provide, and neither shall have any liability relative to the same.

ACCOUNT NUMBERS, USER IDs AND PASSWORDS

All passwords, user IDs, OAuth credentials, family-seat invitation tokens, and any other authentication mechanism that you select in conjunction with your use of and access to this Website or the Content must meet the then-current policies and guidelines of Provider, as amended from time to time.

You acknowledge that the purpose of creating credentials unique to you is to prevent the unauthorized access of your personal or proprietary information. You should, at all times, keep your credentials confidential and not disclose them to anyone else, including extended family members who have not been formally added through the family-seat invitation system. Provider and the Third Party Providers shall not be liable for any unauthorized disclosure of or access to your personal or proprietary information arising from your failure to maintain the security and confidentiality of your credentials. You must notify Provider immediately of any unauthorized use of your account at support@2ndprime.io.

COMMUNITY CONTENT; USER-GENERATED CONTENT

Portions of the Site – including but not limited to the Family Network community feed, comments, direct messages, vouches, AMA questions, ritual RSVPs, and brand-plan content – permit you to submit content ("User Content"). When you submit User Content, you grant Provider a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, modify, anonymize, prepare derivative works of, display, and perform the User Content solely in connection with operating and improving the Services and producing anonymized educational content. You retain ownership of User Content.

You are solely responsible for your User Content and for any consequences arising from its submission. You represent and warrant that you have all rights necessary to submit such User Content and that the User Content does not (a) infringe the

intellectual property, privacy, or publicity rights of any third party; (b) violate any law; (c) constitute defamation, harassment, or hate speech; (d) include identifying information about minors other than your own family's identified athlete with consent; or (e) contain Social Security numbers, financial account numbers, home addresses, or other restricted PII.

Provider reserves the right, in its sole discretion, to review, moderate, approve, reject, edit, anonymize, hide, or delete any User Content, with or without notice, and to suspend or terminate any user's access to community features for violations of these Terms or the Community Conduct Rules set forth in the Terms of Service.

DISCLAIMERS

ALL INFORMATION AND CONTENT THAT IS CONTAINED, OR PROVIDED ON, OR ACCESSIBLE THROUGH THIS WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER MAKES NO REPRESENTATION, ENDORSEMENT, OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ACCURACY OF SCORING OUTPUTS, ACCURACY OF MARKET BENCHMARKS, ACCURACY OF EXTRACTED CONTRACT DATA, OR ACCURACY OF ANY AI-GENERATED OUTPUT. PROVIDER DOES NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE ABOVE DISCLAIMER APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

AS A CONDITION OF PROVIDER PROVIDING THIS WEBSITE AND ITS CONTENT, YOU AGREE THAT PROVIDER AND THE THIRD PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR LIABILITY OF ANY NATURE INCURRED BY YOU AND/OR ANY THIRD PARTY RESULTING FROM: (A) THE USE OF, ACCESS TO, OR INABILITY TO ACCESS THE WEBSITE, THE CONTENT OFFERED ON THIS SITE, AND/OR THE INTERNET GENERALLY; (B) ANY ACT OR OMISSION OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY ATTORNEY, ACCOUNTANT, AGENT, COLLECTIVE, OR SCHOOL; (C) ANY INACCURACY OF A SCORING OUTPUT, MARKET BENCHMARK, TAX ESTIMATE, ELIGIBILITY INDICATOR, WORKOUT PLAN, OR BRAND PLAN; (D) ANY LOSS OF NIL OPPORTUNITY, SCHOLARSHIP, ELIGIBILITY, OR EARNING POWER; OR (E) ANY PHYSICAL INJURY ARISING FROM USE OF THE WORKOUTS MODULE.

IN ADDITION AND NOT TO LIMIT THE FOREGOING, PROVIDER AND THE THIRD PARTY PROVIDERS SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, TO YOU 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, LOST SCHOLARSHIP VALUE, OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS WEBSITE AND/OR THE CONTENT.

IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF PROVIDER ARISING WITH RESPECT TO THIS WEBSITE AND ITS CONTENT EXCEED THE GREATER OF (I) THE TOTAL AMOUNTS PAID BY YOU TO PROVIDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR (II) ONE HUNDRED U.S. DOLLARS (\$100.00).

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 HEREUNDER OR OTHERWISE.

IN THE EVENT A JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIABILITIES AND WARRANTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

INDEMNIFICATION

IN ADDITION TO ANY OTHER INDEMNIFICATION PROVISIONS HEREIN, YOU AGREE TO INDEMNIFY AND HOLD PROVIDER, THE THIRD PARTY PROVIDERS, AND THE PARENT COMPANIES, SISTER COMPANIES, 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 YOUR ACTS OR OMISSIONS, USE OF THIS WEBSITE AND ITS CONTENT, USER CONTENT YOU SUBMIT, ANY ATHLETIC INJURY YOU OR YOUR FAMILY MEMBER SUSTAINS, AND/OR BREACH OF THESE TERMS, INCLUDING WITHOUT LIMITATION ANY CLAIMS ASSERTED BY ANY THIRD PARTY. PROVIDER SHALL PROMPTLY NOTIFY YOU IN WRITING OF ANY CLAIM FOR WHICH IT IS OBLIGATED UNDER THIS INDEMNITY AND FOR WHICH PROVIDER MAY SEEK INDEMNIFICATION.

TERMINATION

Provider may terminate these Terms, your use of this Website, and the Content, without further liability, at any time, without notice, for any reason or no reason, including without limitation any violation of these Terms, the Terms of Service, or the Privacy Policy.

REMEDIES

Provider may seek any available legal remedy or take any reasonable business steps to prevent the unauthorized use of, or access to this Website and the Content, and to prevent access to users who violate these Terms. You agree that Provider and/or the Third Party Providers would be irreparably harmed if you breach this provision and that monetary damages would be inadequate to remedy such breach. Accordingly, you also agree that specific performance and injunctive or other equitable relief is the appropriate remedy for such a breach.

WAIVER

Failure by Provider to insist upon strict performance of any terms or conditions of these Terms or failure or delay to exercise any rights or remedies provided herein or by law shall not release you from any of the obligations hereunder, and shall not be deemed a waiver of any right to insist upon strict performance thereof or any rights and remedies herein.

FORCE MAJEURE

Provider assumes no risk of any event, foreseeable or unforeseeable, and beyond its reasonable control, that has a material effect upon the agreed exchange contemplated herein.

SURVIVAL

The provisions of these Terms that, by their purpose, are intended to survive the termination of the exchange contemplated herein shall so survive. Said provisions shall include, but shall not be limited to, those provisions that include indemnification clauses, limitations on liability, warranty disclaimers, intellectual property notices, and dispute resolution.

SEVERABILITY

If any terms herein are illegal or unenforceable at law or in equity, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Except as otherwise provided herein, any illegal or unenforceable term shall be deemed to be void and of no force and effect, except to the minimum extent necessary to bring such term within the provisions of applicable law, and such term, as so modified, and the balance of these Terms shall then be fully enforceable.

GOVERNING LAW AND VENUE

Use of this Website and the Content shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles. You agree that all legal proceedings, whether at law or in equity, related to this Website and/or the Content shall be filed in and adjudicated solely in the state or Federal courts located in Washington County or Allegheny County, Pennsylvania, and you hereby consent and submit to the exclusive personal jurisdiction and venue of such courts. You waive any objection based on inconvenient forum.

CONTACT

Questions about these Terms of Use should be directed to:

2ndPrime, LLC
info@2ndprime.io | support@2ndprime.io
<https://2ndprime.io>
Effective June 2026

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information
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