

Terms of Service

Last Updated: October, 18, 2026

Welcome to Agentiq Sports. These Terms of Service ("Terms") are a legal contract between you ("you", "your") and Agentiq Sports, Inc. ("Agentiq," "we," "us," or "our") and govern your access to and use of the Agentiq website <https://agentiqsports.com/>, the services offered through the site (the "Services"), and the mobile applications that we provide that permit you to access and use the services (the "Mobile Applications" and collectively with the Agentiq website and the Services, the "Platform") provided by.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY PART OF THE PLATFORM. USING THE PLATFORM OR ANY PART THEREOF INDICATES THAT YOU HAVE BOTH READ AND AGREE TO BE BOUND BY THESE TERMS AND OUR [PRIVACY POLICY](#). YOU CANNOT USE THE PLATFORM IF YOU DO NOT ACCEPT THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH AGENTIQ. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

1. Description of Services

1.1 Platform Overview

The Platform permits you to invest in revenue-sharing agreements with professional athletes. Through our platform, you may browse athlete investment offerings, invest in athlete offerings, receive distributions based on athlete earnings, trade shares on a secondary market, and manage your investment portfolio.

1.2 Securities Offerings

Offerings on Agentiq are securities offered pursuant to Regulation A+ (Tier 2) of the Securities Act of 1933. These securities are offered through our broker-dealer partner, Andes Capital, LLC, member FINRA/SIPC.

The offerings are available only in U.S. states and territories where Agentiq and its broker-dealer partners are registered or exempt from registration requirements.

2. General Use

2.1 Eligibility

By using the Platform, you agree that you are at least 18 years of age, meet applicable residency or citizenship requirements for using the Platform, have the legal capacity to enter into a contract, and are not legally prohibited from using the Services.

The Platform is based in the United States and primarily serves U.S.-based users. If the Platform is accessed in select international markets, subject to applicable local laws, regulations, and any additional terms or restrictions that may apply. International users acknowledge that certain offerings, features, or services may not be available in all jurisdictions, and that their use of the Platform is subject to applicable securities laws and regulations in their jurisdiction. Agentiq reserves the right to restrict access to the Platform or any offering in any jurisdiction at its discretion.

2.2 License to Access and Use the Services

In these Terms we are granting you a limited, personal, non-exclusive and non-transferable license to access and use the Agentiq website and the Services for your personal use; your right to use them is conditioned on your compliance with these Terms. You may not distribute, publicly display, publicly perform or otherwise use any text, data, information, graphics, videos, audio, photographs and other materials (“Materials”) outside the Platform. You have no other rights in the Services or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit the Services or any of the Materials in any manner. If you make copies of any of the Materials then you must keep on the copies all of our copyright and other proprietary notices as they appear on the Services.

You are responsible for complying with these Terms when you access and use the Platform. If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials (and any copies thereof).

2.3 Using the Mobile Applications

The Mobile Applications permit users to access and use the Services via a mobile device. To use a Mobile Application, you must have a mobile device that is compatible with it. We do not warrant that the Mobile Applications will be compatible with your mobile device. We hereby grant you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Applications for one registered account on one mobile device owned or leased by you, solely for your personal use. You acknowledge that we may from time-to-time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and we and our third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Applications (and any copies of the Mobile Applications). Standard carrier data charges may apply to your use of the Mobile Applications.

The following additional terms and conditions apply with respect to any Mobile Application that we provide to you designed for use on an Apple iOS-powered mobile device (an “iOS App”):

- You acknowledge that these Terms are between you and Agentiq only, and not with Apple, Inc. (“Apple”).
- Your use of the iOS App must comply with Apple’s then-current Apple Media Services Terms and Conditions.

- Agentiq, and not Apple, is solely responsible for the iOS App and the Services and content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.
- You agree that Agentiq, and not Apple, is responsible for addressing any claims by you or any third-party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that Agentiq, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to the iOS App or your possession and use of the iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using the iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- You agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms as they relate to your license of the iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

2.4 Electronic Communications

By using the Platform (or any part thereof), you consent to receiving electronic communications from us (including, if you have opted in, via text message). These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Platform. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. Standard carrier data charges may apply to your use of text messaging and you are solely responsible for such charges.

3. Account Registration and Security

3.1 Account Creation

To use certain features and functionality of the Services, you must create an account by providing accurate, current, and complete information. Once you submit the required registration

information, we will determine whether or not to approve your proposed account. For so long as you use the account, you agree to update your information to maintain its accuracy.

3.2 Identity Verification

We are required to verify your identity under Know Your Customer (KYC) and Anti-Money Laundering (AML) regulations. You agree to provide any documentation and information we request for verification purposes.

3.3 Access; Account Security

It is your responsibility to obtain and maintain all equipment and services needed for you to access and use the Platform, as well as paying related charges. You are responsible for maintaining the confidentiality of your login credentials, all activities that occur under your account, and notifying us immediately of any unauthorized use. We are not liable for losses arising from unauthorized use of your account.

3.4 Account Termination

We may suspend or terminate your account at any time for any reason, including violation of these Terms, fraudulent or illegal activity, failure to complete identity verification, extended inactivity, or at our sole discretion.

3.5 Account Deletion by User

You may request deletion of your account at any time through the Platform or by contacting us at support@agentiqsports.com. Upon receiving your deletion request:

- Your login credentials will be deactivated and you will no longer be able to access the Platform.
- Your account data will be flagged for deletion. Locally stored KYC identification fields (such as copies of government-issued identification documents) will be erased from our systems. However, your authoritative identity verification records are maintained by North Capital Investment Technology as part of its regulatory obligations and are not affected by your Platform account deletion.
- Certain records will be retained where required by applicable law or regulation, including but not limited to: securities transaction records and ownership ledgers maintained by our transfer agent (Colonial Stock Transfer Company, Inc.); broker-dealer recordkeeping obligations under FINRA rules and the Securities Exchange Act of 1934; tax reporting records (including IRS Forms 1099 and related documentation); anti-money laundering (AML) records required under the Bank Secrecy Act and FinCEN regulations; electronic signature and consent records required under the E-Sign Act (15 U.S.C. 7001 et seq.); and audit, dispute-resolution, and litigation hold records.
- Any social content, comments, or community posts you have made on the Platform may be anonymized (your display name replaced with a generic identifier) rather than deleted, to preserve the integrity of public discussions.

Account deletion does not affect your ownership of any Units or other securities purchased through the Platform. Your ownership interest is recorded on the books of our transfer agent, Colonial Stock Transfer Company, Inc., and survives deletion of your Platform account. You are not required to maintain an active Platform account to retain your ownership rights.

You must maintain current contact information (including a valid email address and mailing address) with our transfer agent so that distributions, tax documents, and required communications can reach you after account deletion. If you fail to maintain current contact information, distributions may be held in accordance with applicable unclaimed property laws.

If you wish to reactivate a previously deleted account, you must complete a full re-registration process, including new identity verification through North Capital Investment Technology. Your prior ownership records will be reconciled with your new account upon successful re-onboarding.

3.6 Account Suspension and Banning

If we determine that you have violated these Terms, applicable law, or the rules of our regulated partners, we may suspend or permanently ban your account. In the event of a ban:

- Your login credentials will be permanently deactivated and you will not be permitted to create a new account.
- Your ownership of any Units or other securities is not affected by a ban. Ownership records are maintained by our transfer agent, Colonial Stock Transfer Company, Inc., independently of your Platform account status.
- Distributions, if any, will continue to be processed by the transfer agent and delivered to you at the contact information on file, regardless of your account status on the Platform.
- We will retain your account data as necessary to enforce the ban (including preventing re-registration), comply with securities and AML recordkeeping obligations, and cooperate with any regulatory inquiry or legal proceeding.

If your account is suspended (rather than permanently banned), we will provide you with notice of the suspension and the conditions, if any, under which your account may be reinstated.

4. Investment Risks and Disclaimers; Investment Limits; Compliance

4.1 Risk Acknowledgment and Disclaimers

INVESTING IN SECURITIES INVOLVES SIGNIFICANT RISKS, INCLUDING THE RISK OF LOSING YOUR ENTIRE INVESTMENT. AGENTIQ IS NOT A BANK OR FINANCIAL INSTITUTION AND DOES NOT PROVIDE INVESTMENT, FINANCIAL, TAX, OR LEGAL ADVICE.

YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT IS SUITABLE FOR YOUR FINANCIAL SITUATION, INVESTMENT OBJECTIVES, AND RISK TOLERANCE. YOU ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL DECISIONS OR TRANSACTIONS (INCLUDING, WITHOUT LIMITATION, ANY INVESTMENT DECISIONS, PURCHASES OR TRANSACTIONS) YOU MAKE AS A RESULT OF USING THE PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT AGENTIQ IS NOT ACTING IN A FIDUCIARY CAPACITY. THE INFORMATION ON THE PLATFORM SHOULD NOT BE RELIED UPON AS RESEARCH, INVESTMENT ADVICE, OR A RECOMMENDATION REGARDING ANY PRODUCTS, STRATEGIES, OR ANY SECURITY IN PARTICULAR. THIS MATERIAL IS STRICTLY FOR ILLUSTRATIVE, EDUCATIONAL, OR INFORMATIONAL PURPOSES AND IS

SUBJECT TO CHANGE. THE PROJECTIONS OR OTHER INFORMATION GENERATED BY THE PLATFORM REGARDING THE LIKELIHOOD OF VARIOUS OUTCOMES ARE HYPOTHETICAL IN NATURE, AND ARE NOT GUARANTEES OF FUTURE RESULTS. RESULTS MAY VARY WITH EACH USE AND OVER TIME. YOU SHOULD CONSULT A QUALIFIED PROFESSIONAL BEFORE INVESTING.

By using the Platform, you acknowledge and agree that: (i) athlete investments are speculative and risky; (ii) past performance does not guarantee future results; (iii) there is no guarantee of returns or distributions; (iv) investments are illiquid with limited exit options; and (v) you may lose some or all of your investment.

You additionally acknowledge that Agentiq does not guarantee (i) the accuracy of athlete projections or valuations; (ii) the success of any athlete's career; (iii) the availability of any particular offering; (iv) the liquidity of any secondary market; or (v) the performance of any investment

4.2 Investment Limits for Non-Accredited Investors

Offerings on our platform are made pursuant to Regulation A, Tier 2 under the Securities Act of 1933. Under Rule 251(d)(2)(i)(C), a non-accredited investor may not invest more than 10% of the greater of the investor's (a) annual income or (b) net worth (excluding the value of the investor's primary residence and any loans secured by that residence) in any single Regulation A, Tier 2 offering in any twelve-month period.

By using the Services, you represent that you have accurately disclosed your accreditation status, annual income, and net worth during account setup, that you will not exceed the applicable investment limits for non-accredited investors, and that you will promptly update your financial information if it materially changes.

Our platform enforces these limits programmatically at the point of investment based on the information you provide. You are solely responsible for the accuracy of that information. Accredited investors (as defined in Rule 501(a) of Regulation D) are not subject to the 10% cap but must complete accreditation verification where required.

4.3 OFAC, AML, and Sanctions Compliance

By using the Services, you represent, warrant, and covenant that:

- You are not, and no person or entity controlling, controlled by, or under common control with you is, (a) listed on any U.S. government list of prohibited or restricted parties (including the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, or Foreign Sanctions Evaders List), or (b) owned or controlled by any such person or entity
- You are not a resident of, located in, or organized under the laws of any jurisdiction subject to comprehensive U.S. sanctions
- You will not use the Services to, directly or indirectly, make any payments to, or otherwise transact with, any sanctioned person, entity, or jurisdiction

- The funds you use on the Services are not derived from, and will not be used to support, any illegal activity, money laundering, terrorist financing, or other activity prohibited by applicable law

We conduct ongoing screening against OFAC and other sanctions lists. We may refuse, suspend, freeze, block, reverse, or terminate any transaction or account if we determine, in our sole discretion, that continuing would violate applicable sanctions, AML, or other law.

5. Fees and Payments

5.1 Fee Structure

You agree to pay all fees applicable to your use of the Platform using one of the payment methods we support. Current fees applicable to your use of the Services - including offering markups, annual management/distribution fees, withdrawal fees, and any secondary market fees - are set forth in our Fee Schedule, which is incorporated into these Terms by reference and available at agentiqsports.com/fees and within your account dashboard.

We may modify the Fee Schedule from time to time. We will provide notice of material changes consistent with Section 14 (Modifications). Your continued use of the Services after the effective date of a change constitutes acceptance of the updated fees.

5.2 Payment Processing

Payments are processed through third-party payment processors. By providing a payment method, you expressly authorize us to share necessary information with these processors and you authorize us or our third-party payment processor to charge the applicable fees on that payment method as well as taxes and other charges incurred thereto. You agree that we may invoice you for any unpaid fees, including without limitation any amounts owed by you that cannot be processed. All such invoiced amounts are due within thirty (30) calendar days of the invoice date. You are responsible for providing complete and accurate billing and contact information to Agentiq and notifying us of any changes to such information.

5.3 Taxes

You are responsible for payment of all applicable sales, use and other taxes (other than taxes based on our income), and all applicable export and import fees, customs duties and similar charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of Services. You will make all payments required hereunder free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder to Agentiq will be your sole responsibility, and you will, upon our request, provide us with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

6. Electronic Funds Transfer Agreement and Disclosure

This section constitutes the Electronic Funds Transfer Agreement and Disclosure required under the Electronic Fund Transfer Act ("EFTA") and Regulation E.

6.1 Scope and Authorization

By linking your bank account and initiating transactions on Agentiq, you authorize us and our payment processing partners to initiate electronic funds transfers ("EFTs") to and from your designated bank account. This includes:

- ACH debits (withdrawals from your bank to fund investments)
- ACH credits (deposits to your bank from distributions or withdrawals)
- Recurring transfers (if you set up automatic investments)
- One-time transfers

By initiating a transfer, you authorize Agentiq and our payment partners to debit or credit your linked bank account in the amount you specify, to re-initiate transfers that are returned for insufficient funds (up to 2 additional attempts), and to correct erroneous debits or credits. This authorization remains in effect until you revoke it by contacting us in writing or unlinking your bank account.

6.2 Payment Processing Partners

EFTs are processed through our third-party payment partners, including:

- Plaid - For bank account verification and linking
- North Capital Investment Technology - For escrow and transfer services

By using our Services, you agree to such processors' respective terms of service and authorize sharing of necessary account information with them.

6.9 Stopping Recurring Transfers

If you have set up recurring transfers, you may stop any future transfer by contacting us at least 3 business days before the scheduled transfer, removing or unlinking your bank account, or canceling the recurring investment in your account settings.

6.10 Our Liability

If we fail to complete a transfer on time or in the correct amount, we may be liable for your losses or damages. However, we will NOT be liable if (i) your account has insufficient funds; (ii) the transfer would exceed your credit limit (if applicable); (iii) circumstances beyond our control prevent the transfer (system failure, natural disaster, etc.); (iv) your bank account is frozen or restricted; (v) you provided incorrect account information; and/or (vi) you did not authorize the transfer properly.

6.11 Confidentiality

We will disclose information about your account or transfers to complete transfers, to verify the existence of sufficient funds, to comply with legal process, if you give us written permission, or as otherwise permitted by our Privacy Policy.

6.12 Cancellation

You may cancel this EFT authorization at any time by providing written notice to support@agentiqsports.com or by unlinking your bank account from your Agentiq account.

Cancellation will be effective for transfers scheduled more than 3 business days after we receive your notice.

7. User Conduct

7.1 Prohibited Activities

Unauthorized use of the Platform may result in violation of various United States and international laws. If we determine that you act in bad faith in violation of these Terms, or if we determine that your actions fall outside of reasonable community standards, we may, in our sole discretion, terminate your right to use the Platform. By way of example, you specifically agree that you shall not:

Engage in Illegal Activities:

- Violate any applicable law or regulation
- Engage in fraud, money laundering, or other financial crimes
- Use the Services for any illegal purpose

Engage in Harmful Conduct:

- Harass, threaten, or harm other users
- Post defamatory, obscene, or offensive content
- Impersonate any person or entity
- Interfere with other users' use of the Services

Commit Technical Violations:

- Attempt to gain unauthorized access to our systems
- Introduce viruses, malware, or other harmful code
- Use automated systems (bots, scrapers) without permission
- Reverse engineer or decompile our software
- Circumvent security or authentication measures

Commit Commercial Violations:

- Use the Services for unauthorized commercial purposes
- Resell or redistribute our content without permission
- Infringe on intellectual property rights

This list of prohibitions provides examples and is not complete or exclusive.

7.2 Enforcement

We may investigate violations and take appropriate action, including removing content, suspending or terminating accounts, reporting to law enforcement, and pursuing legal remedies. We may report to law enforcement authorities any actions that may be illegal, and any reports we receive of such conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Platform or on the Internet.

8. Intellectual Property

8.1 Our Rights

Agentiq owns all rights, title, and interest in the Platform (including all software, content, and features), our trademarks, logos, and brand elements, and our proprietary data, algorithms, and methodologies.

Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use our trademarks or the trademarks of any third party found on the Platform, without our prior written permission specific for each such use. Use of such trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of our trademarks inures to our benefit. Nothing in these Terms grants you ownership rights in our intellectual property.

8.2 User Submissions

Certain areas of the Platform may permit you to upload or submit comments, information, images, video, data, text, messages, or other materials (each, a "User Submission"). You agree that you are solely responsible for all of your User Submissions and that any such User Submission is considered both non-confidential and non-proprietary. Because of this, we ask that you do not submit information to Agentiq that you intend to keep confidential. Further, we do not guarantee that you will be able to edit or delete any User Submission you have submitted.

By submitting any User Submission, you represent, warrant and covenant that:

- You own all rights in your User Submission (including, without limitation, all rights to the reproduction and display of your User Submission) or, alternatively, you have acquired all necessary rights in your User Submission to enable you to grant to us the rights in your User Submission as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submission;
- Your User Submission does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that you may have in your User Submission;
- Any information contained in your User Submissions is not known by you to be false, inaccurate, or misleading;
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);

- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;
- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Submission does not contain any information that you consider confidential, proprietary, or personal; and
- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By providing User Submissions, you grant to us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) your User Submissions in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your User Submissions or any modification thereto, in whole or in part, into any technology, product, or service);
- Display advertisements in connection with your User Submissions and to use your User Submissions for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of the Platform through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through the Platform and may remove at any time or refuse, disallow or block any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. You agree that we may freely disclose your User Submissions to any third party absent any obligation of confidence on the part of the recipient.

8.3 User Feedback

If you submit feedback or suggestions to us regarding the Platform, you grant us a perpetual, irrevocable, royalty-free license to use, modify, and distribute such content for any purpose.

8.3 Third Party Links

We may provide links from the Platform to third-party websites ("Third-Party Sites"). If you use these links, you will leave the Platform. We provide these links to you as a convenience, and we do not verify, make any representations, or take responsibility for the Third-Party Sites, including the truthfulness, accuracy, quality, or completeness of the content, services, links displayed, or other activities conducted on or through the Third-Party Sites. Therefore, unless specifically stated on the Platform, we do not endorse or make any representations about Third-Party Sites or any information, material, or results that may be obtained through the use of Third-Party Sites. If you decide to access any of the Third-Party Sites linked to by the Platform, you do so entirely at your own risk, and you must follow the privacy policies and the terms and conditions for those Third-Party Sites.

YOU AGREE THAT AGENTIQ WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITE, FOR ANY THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED TO ANY GOODS, SERVICES, INFORMATION, RESOURCES, OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITE, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

9. Disclaimer of Warranties

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE PLATFORM IS AT YOUR OWN RISK. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ANY SOFTWARE PROVIDED THROUGH THE PLATFORM IS LICENSED AND NOT SOLD.

NO AGENT OF AGENTIQ IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF AGENTIQ AS SET FORTH HEREIN. WE DO NOT WARRANT THAT: (A) THE USE OF THE PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT IT WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL YOU OBTAIN THROUGH THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (E) THE SERVICES WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE PLATFORM WILL BE CORRECTED; OR (F) THE SERVER(S) THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AGENTIQ IS NOT RESPONSIBLE

FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

YOU ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL DECISIONS OR TRANSACTIONS (INCLUDING, WITHOUT LIMITATION, ANY INVESTMENT DECISIONS, PURCHASES OR TRANSACTIONS) YOU MAKE AS A RESULT OF USING THE PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT (A) YOUR USE OF THE PLATFORM IS AT THE YOUR SOLE RISK; (B) AGENTIQ AND ITS THIRD PARTY SUPPLIERS SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION IN USE OF THE PLATFORM, DELAYS OR ERRORS CAUSED BY YOUR USE OF THE PLATFORM, OR ANY PART THEREOF; AND (C) AGENTIQ IS NOT ACTING IN A FIDUCIARY CAPACITY. THE INFORMATION ON THE PLATFORM SHOULD NOT BE RELIED UPON AS RESEARCH, INVESTMENT ADVICE, OR A RECOMMENDATION REGARDING ANY PRODUCTS, STRATEGIES, OR ANY SECURITY IN PARTICULAR. THIS MATERIAL IS STRICTLY FOR ILLUSTRATIVE, EDUCATIONAL, OR INFORMATIONAL PURPOSES AND IS SUBJECT TO CHANGE. THE PROJECTIONS OR OTHER INFORMATION GENERATED BY THE PLATFORM REGARDING THE LIKELIHOOD OF VARIOUS INVESTMENT OUTCOMES ARE HYPOTHETICAL IN NATURE, DO NOT REFLECT ACTUAL INVESTMENT RESULTS AND ARE NOT GUARANTEES OF FUTURE RESULTS. RESULTS MAY VARY WITH EACH USE AND OVER TIME.

10. Limitation of Liability

10.1 Exclusion of Consequential Damages

NEITHER AGENTIQ NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, EVEN IF AGENTIQ OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE PLATFORM OR THE RESULTS THEREOF. AGENTIQ WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

10.2 Liability Cap

NEITHER AGENTIQ NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE GREATER OF: (i) THE AMOUNTS PAID OR PAYABLE BY YOU TO AGENTIQ DURING THE PERIOD OF SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED; OR (ii) ONE HUNDRED DOLLARS (\$100).

10.3 Essential Purpose

YOU ACKNOWLEDGE THAT THE TERMS IN THIS SECTION 10 (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability. In such cases, our liability shall be limited to the maximum extent permitted by law.

11. Indemnification

You agree to indemnify, defend, and hold harmless Agentiq and its officers, directors, employees, agents, and affiliates from any claims, losses, damages, liabilities, and expenses (including attorneys' fees) arising from your use of the Services, your violation of these Terms, your violation of any third-party rights, your violation of applicable law, your investment decisions, or your content or feedback.

12. Dispute Resolution

12.1 Informal Resolution

Before initiating formal proceedings, you agree to contact us at legal@agentiqsports.com to attempt informal resolution. We will attempt to resolve disputes within sixty (60) days.

12.2 Binding Arbitration; Class Action Waiver

Please read the following Dispute Resolution and Arbitration; Class Action Waiver provision (this "Provision") carefully. It affects your rights.

This section is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act, and you and Agentiq each agree that this section is intended to satisfy the "writing" requirement of the Federal Arbitration Act.

THE FOLLOWING TERMS TO WHICH YOU ARE CONSENTING CONSIST OF A PRE-DISPUTE RESOLUTION PROCESS, BINDING ARBITRATION PROVISION, MASS ARBITRATION PROVISION, AND A CLASS-ACTION WAIVER.

To the fullest extent permitted by law, by using the Platform, you agree that any dispute or claim between you and Agentiq arising out of or in connection with the Platform and/or these Terms, including its interpretation, validity, performance, or termination and any non-contractual obligations, common-law or statutory claims, ("Dispute") will be resolved in accordance with the provisions set forth in this section. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND AGENTIQ HAVE AGAINST EACH OTHER ARE RESOLVED.

You and Agentiq agree that any and all Disputes shall be resolved exclusively through confidential, final, and binding arbitration as set out below; provided that either party may file suit in court seeking to enjoin infringement, misappropriation, or misuse of its intellectual property rights. THERE IS NO JUDGE OR JURY IN ARBITRATION. BY ENTERING INTO THESE TERMS, YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.

Opt-out

You may elect to opt-out (exclude yourself) from the pre-arbitration dispute resolution, final, binding arbitration procedure, mass arbitration procedure, and waiver of class and representative proceedings specified in these Terms by sending a written letter to us at: Agentiq Sports, Inc., 445 Bryant St, San Francisco, CA 94107(the "Notice Address"), within thirty (30) calendar days of your initial agreement to these Terms. The letter must be signed personally by you or your legal guardian and specify: (1) your first and last name; (2) your mailing address; (3) your email address; and (4) your request to be excluded from the final, binding arbitration procedure and waiver of class and representative proceedings specified in this Section. In the event that you opt-out consistent with the procedures set forth above, all other terms of these Terms shall continue to apply.

Pre-Arbitration Dispute Resolution

You and Agentiq agree that whenever you or Agentiq have a Dispute that is subject to the arbitration provision herein, you and Agentiq will first send a written notice to the other party (a "Demand"). You and Agentiq agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Terms. You must send the Demand to the Notice Address. Agentiq must send the Demand to you via certified mail to the most recent address Agentiq has on file for you (or by email if Agentiq only has an email address for you on file). A Demand (1) shall seek to resolve a Dispute only on an individual basis; (2) shall state the full basis for the Dispute (including the details about the Dispute sufficient for the recipient to review and respond) and the date that the Dispute arose; (3) shall provide the individual claimant's full name, phone number, and email address to confirm their identity and to aid communication; and (4) shall be personally signed by the individual claimant or for Agentiq by its authorized representative (and not only their counsel). Within twenty (20) business days of receipt of a Demand, the recipient may request an individualized video or telephone conference to attempt in good faith to resolve the Dispute which both you and Agentiq will personally attend (with counsel, if represented). You and Agentiq agree that you and Agentiq will not take any legal action, including filing a lawsuit or demanding arbitration, until after the period to request a conference expires or, if a conference is requested, twenty (20) business days after the individualized conference is completed or sixty (60) days after the conference request (whichever is earlier). Compliance with this informal dispute resolution procedure section is mandatory and a condition precedent to initiating any lawsuit or arbitration. This procedure is essential to providing each of us a meaningful opportunity to resolve Disputes informally. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth above. A court of competent jurisdiction may enjoin the filing or prosecution of a lawsuit or arbitration if these requirements have not been met.

Arbitration Procedure

If the Dispute stated in the Demand is not resolved to your or Agentiq's satisfaction within ten (10) business days after the conference described above (or within ten (10) business days after the time when such a conference may be requested if no conference has been requested), and

you intend on taking legal action, you agree that you will file a demand for arbitration with JAMS. The arbitration will be conducted by a sole arbitrator under JAMS's Comprehensive Arbitration Rules & Procedures, including the JAMS's Consumer Rules (as applicable), as modified by these Terms to Arbitrate. The JAMS's rules and a form for initiating arbitration proceedings are available on the JAMS's website at: <https://www.jamsadr.com/rules-comprehensive-arbitration/>. The arbitrator, and not any federal, state, provincial, territorial or local court or agency, shall have exclusive authority to resolve all Disputes, except that a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration if the Pre-Arbitration Dispute Resolution requirements set forth above have not been met.

The legal seat of the arbitration shall be San Francisco, CA. Any in-person hearings or other meetings shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either you or Agentiq may elect to have the arbitration conducted by telephone and/or video conference or based solely on written submissions, which election shall be binding on the other party subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone and/or video conference, unless the arbitrator requires otherwise.

The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by JAMS's rules.

Class Action Waiver

You and Agentiq agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Agentiq agree otherwise or the Mass Arbitration provisions set forth below are triggered, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect any other person or party. You and Agentiq further agree that in the event this arbitration agreement is held to be unenforceable for any reason, the prohibitions on class and representative actions and non-individualized relief set forth in this paragraph are severable and shall apply to any claim between you and Agentiq in any forum. YOU ARE GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS.

Mass Arbitration

If, at any time, 25 or more claimants (including you) submit Demands or seek to file demands for arbitration raising similar claims against us, and such circumstances meet the definition and criteria of Mass Filings ("Mass Filing") set forth in National Arbitration & Mediation's ("NAM") Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing

Rules”) available at <https://www.namadr.com/resources/rules-fees-forms/>), you and Agentiq agree that JAMS shall not serve as arbitrator and that instead NAM shall administer any Mass Filing claims and the NAM Mass Filing Rules in effect at the time such claim is filed shall apply as modified below. The parties agree to the appointment of a Procedural Arbitrator pursuant to NAM’s Mass Filing Rules, and additionally agree that the Procedural Arbitrator will have the authority to determine jurisdiction and arbitrability including, but not limited to, any issue regarding the validity, existence, formation or scope of the agreement under which Arbitration is being sought, and the proper parties to the Arbitration. You agree that throughout this process, the parties’ counsels shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. You acknowledge and agree that your election to participate in a Mass Filing may result in a delay in the adjudication of your dispute with us. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth below.

Stage One: Counsel for the claimants and counsel for Agentiq shall each select 15 claims per side (30 claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and Agentiq will pay the mediator’s fee.

Stage Two: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for Agentiq shall each select 20 claims per side (40 claims total) to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agreed to in writing. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and Agentiq will pay the mediator’s fee.

If your claim is not resolved as part of the staged process identified above, either:

Option One: You and Agentiq may separately or by agreement, opt out of arbitration and elect to have your claim heard in court consistent with these Terms. You may opt out of arbitration by sending us your individual, personally signed notice of your intention to opt out by certified mail addressed to the Notice Address. Such an opt-out notice must include a statement, personally signed by you, that you wish to opt out of arbitration within 30 days after the conclusion of Stage Two or the elective mediation associated with Stage Two. We may opt your claim out of

arbitration by sending an individual, personally signed notice of our intention to opt out to your counsel within 14 days after the expiration of your 30-day opt out period. Counsels for the parties may agree to adjust these deadlines.

OR

Option Two: If neither you nor we elect to have your claim heard in court consistent with Option One, then you agree that your claim will be resolved as part of continuing, staged individual arbitration proceedings as set forth below. Assuming the number of remaining claims exceeds 100, then 100 claims shall be randomly selected (or selected through a process agreed to by counsels for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is fewer than 100, then all of those claims will be filed and proceed in individual arbitrations. Any remaining claims will not be filed or be deemed filed in arbitration, nor will any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of 100 claims are adjudicated, settled, withdrawn, or otherwise resolved, this process shall repeat consistent with these parameters. Counsels for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and with NAM (including through a Procedural Arbitrator, as such term is used in the NAM Rules) to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

You and Agentiq agree that each party values the integrity and efficiency of arbitration and wishes to employ the process for the fair resolution of genuine and sincere disputes between the parties. You and Agentiq acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of such cases. If any part of this Mass Arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the NAM rules, then the balance of this Mass Arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision was not contained herein unless the lack of such provision would lead this Mass Arbitration provision to fail of its essential purpose.

A court of competent jurisdiction shall have the authority to enforce these Mass Filing provisions and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to your claim, and a court of competent jurisdiction determines that they are not enforceable as to your claim, then your claim will proceed before JAMS pursuant to the JAMS Mass Arbitration Procedures and Guidelines (available at <https://www.jamsadr.com/mass-arbitration-procedures>). If a court of competent jurisdiction also determines that the JAMS Mass Arbitration Procedures and Guidelines are not enforceable as to your Claim, then the remaining Claims shall be subject to Option One or Option Two above as selected by you or Agentiq.

12.3 Exceptions

Notwithstanding the above, either party may seek injunctive relief in court for violations of intellectual property rights.

13. Governing Law

These Terms shall be governed by and construed in accordance with the Federal Arbitration Act, applicable U.S. federal law, and the laws of the State of Delaware, without regard to conflict of law principles.

To the extent permitted by applicable law, foreign laws do not apply. If you access the Platform from outside the United States, you agree that these Terms are governed by the laws specified above, and you consent to the jurisdiction of the courts and arbitration forums specified herein. The United Nations Convention on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms.

14. Modifications

14.1 Changes to Terms

We may change these Terms at any time. We will notify you of material changes by posting updated Terms on our website, sending email notification, or providing in-app notice.

14.2 Acceptance of Changes

Continued use of the Platform after changes become effective constitutes acceptance of the modified Terms. If you do not agree, you must stop using the Platform.

14.3 Changes to Services

We reserve the right to modify, suspend, or discontinue any part of the Platform at any time without notice.

15. General Provisions

15.1 Entire Agreement

These Terms, together with our Privacy Policy and any other agreements referenced herein, constitute the entire agreement between you and Agentiq.

15.2 Severability

If any provision is found unenforceable, the remaining provisions shall continue in full force and effect.

15.3 Waiver

Our failure to enforce any right or provision shall not constitute a waiver of such right or provision.

15.4 Assignment

You may not assign these Terms without our written consent. We may assign these Terms without restriction.

15.5 Notices

Notices to you may be sent via email, in-app notification, or posting on our website. Notices to us should be sent to legal@agentiqsports.com.

15.6 Force Majeure

We shall not be liable for delays or failures caused by circumstances beyond our reasonable control.

15.7 Death or Incapacity of Investor

In the event of your death or legal incapacity:

- Your account will be frozen pending receipt of appropriate legal documentation (e.g., death certificate, letters testamentary, court order appointing a guardian or conservator, or beneficiary designation)
- Your securities and account balances will be transferred or distributed in accordance with applicable law, the governing offering documents, and any valid beneficiary designation or estate instruction on file
- Outstanding obligations (including fees, taxes, and transfer costs) remain payable by the estate
- Your estate, executor, or legal representative agrees to be bound by these Terms to the extent necessary to effect the transfer or liquidation

We recommend that you maintain current beneficiary information within your account and coordinate with your estate planner given the long-duration nature of the securities offered on the platform.

15.8 Electronic Signatures and Consent

By using the Platform you consent to receive disclosures, agreements, notices, and other records electronically in accordance with the E-Sign Act (15 U.S.C. § 7001 et seq.) and applicable state law. You may withdraw that consent and request paper copies as set forth in our E-Sign Consent Agreement, which is incorporated into these Terms by reference.

16. Contact Information

For questions about these Terms:

Email: legal@agentiqsports.com

Mail:

Agentiq Sports, Inc.

Attn: Legal Department

445 Bryant St

San Francisco, CA 9410