



KOPAPLAY-NO. 2025-10_000001
OCTOBER-2025

KOPA PLAY LLC – Terms of Service (Version 1.0 – Effective October 15, 2025)

Important Notice (non-legal advice). This draft is for discussion and must be reviewed by licensed counsel before adoption.

1. Parties; Acceptance

1.1 Parties. These Terms of Service (“**Terms**”) are a binding agreement between **KOPA PLAY LLC**, a Florida limited liability company doing business as “KOPAPLAY” (“**KOPAPLAY**,” “**we**,” “**us**”), and the entity or person who accepts these Terms (“**Customer**,” “**you**”). By clicking “Accept,” creating an account, or using the Services, you agree to these Terms.

1.2 Acceptance of Terms. By accessing and using the services, you acknowledge and agree to be bound by these terms of use, our privacy notice, and our specific terms and conditions applicable to certain services you may elect to use (all of which are incorporated herein and collectively referred to as the “terms of service”, which set forth the entire agreement pertaining to your use of the site and services, and supersede all prior versions of the Terms).

These Terms are legally binding agreements. By agreeing to these terms, and subject to certain exceptions described in section 18, disputes between you and us will be resolved solely through arbitration on an individual basis and not as a class arbitration, class action, any other kind of representative proceeding, or by jury trial.

If you use the site and the services acting in your position as an administrator, employee, officer, coach, staff, manager, director, agent or representative, or other authorized representative (an “authorized representative”) of Customer, you represent that you have permission to access and utilize the site and services, and to the extent applicable, the legal authority to bind yourself and such organization and you guarantee compliance by you and the entity you represent with these terms of use. We reserve the sole right at any time to modify, discontinue, or terminate the services.

1.3 Integration of Policies. By accessing and using the KOPAPLAY services, you acknowledge and agree to be bound not only by these terms of use but also by our privacy notice and payment processing policy, which are incorporated herein by reference. It is essential that you regularly review all these policies, as your continued use of the services constitutes acceptance of any amendments to these documents. Any changes to these policies will be communicated through our platform and the “last updated” date of each document will be updated.

2. Services; Accounts



2.1 Services. KOPAPLAY provides a cloud platform software to manage football (soccer) organizations, including team rosters, fixtures, results, communications, and analytics, as described on <https://kopaplay.com> (the “**Services or Software**”).

2.2 Accounts & Admins. Customer must designate administrators and ensure accurate registration data. Customer is responsible for all actions under its accounts and for its Authorized Users’ compliance.

2.3 Eligibility. The Services are for business use. You must be at least 18 to accept these Terms. If the Services involve personal data of individuals under 13, Customer must comply with COPPA (including verifiable parental consent) and all applicable laws. See Section 15 (Privacy & Children).

2.4 Site and Services Content. The content and materials contained within the Site and Services (“Services Content”) are either owned by or licensed to Us. In addition, the entire contents of the Site and Services are copyrighted as a collective work under the United States copyright laws. We own a copyright in the selection, coordination, arrangement, and enhancement of such content, as well as in the content original to Us. You may not modify, reproduce, publish, transmit, participate in the transfer or sale, create derivative works, use for commercial purposes, or in any way exploit, any of the Services, in whole or in part except as provided in these Terms. Except as otherwise expressly permitted under United States copyright law, no copying, redistribution, retransmission, publication, or commercial exploitation of downloaded material will be permitted without the express permission of Us and the copyright owner. In the event of any permitted copying, redistribution, or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. Modification or other unauthorized use of any materials displayed on the Site or Services is a violation of the copyright and other proprietary rights of Us and may also violate the rights of various other parties and/or applicable laws. Without limiting or waiving any of the available remedies of Us, you agree that you will promptly remove any infringing or otherwise objectionable materials from any platform or service if We or our agent requests that you do so, and that you will maintain the ability to remove such content from any platform or service on which you cause it to be placed or with which you cause it to be affiliated.

3. Orders; Subscriptions; Renewals

3.1 Orders. Access is purchased via an online checkout or an order form executed by the parties (each an “**Order**”).

3.2 Subscription Term. Subscriptions run for the initial term stated in the Order and **renew automatically** for successive terms unless either party gives non-renewal written notice at least **30 days** before the end of the then-current term.

3.3 Seats & Usage. Unless otherwise stated, access is licensed **per authorized user/seat**. Customer must maintain seats equal to actual users and promptly adjust Orders if usage exceeds purchased quantities.

3.4 Trials/Free Tiers. Any free access is provided **AS IS** and may be modified or terminated at any time.

3.5 Support Services. KOPAPLAY shall provide Customer with support services consisting of error corrections, software updates, database updates and technical support ("Support Services") for the duration of Customer's active subscription, at no additional charge. Support Services shall be provided as follows:

- i. **Channels:** Support shall be provided exclusively via email and the ticketing system made available by KOPAPLAY.
- ii. **Scope:** Support is limited to general system functionality, troubleshooting, and bug reporting. Enhancements and feature requests are excluded.
- iii. **Availability:** Business hours from 9:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding U.S. federal holidays.
- iv. **Languages:** English and Spanish.

Support Services expressly exclude: (i) on-site support; (ii) consulting, training, or implementation services; (iii) custom developments or integrations; and (iv) issues caused by third-party systems or misuse of the Software.

3.6 Updates to the Software. KOPAPLAY shall furnish Customer with all updates to the Software as long as Customer is paying the subscription fees. There shall be no additional license fee for such updates.

3.7 Enhancements. KOPAPLAY may implement Enhancements to the software upon Customer's written consent. Such Enhancements are not included in the subscription and are charged separately.

4. Fees; Taxes; Billing



4.1 **Fees.** Fees and payment frequency appear in the Order. **All fees are non-cancelable and non-refundable** except as expressly stated herein.

4.2 **Invoicing & Payment.** Unless otherwise stated, fees are due **in advance** of each term. KOPAPLAY may charge the authorized payment method on file. Late amounts may accrue interest at **1.5% per month** (or the maximum allowed by law).

4.3 **Taxes.** The fees and other charges payable to KOPAPLAY hereunder do not include sales, use, excise or other taxes, duties, levies and assessments. If KOPAPLAY is required by law to collect international, federal, state, local, or other taxes, duties, levies and assessments arising out of the services, licenses, and transactions contemplated herein, Customer shall pay, or at KOPAPLAY's option, promptly reimburse Developer for all such charges, excluding only taxes based upon Developer's income or net worth.

4.4 **Price Changes.** KOPAPLAY may adjust pricing effective upon renewal with reasonable prior notice.

4.5 **CHARGEBACK POLICY.** You agree to abide by our payment terms and acknowledge that all charges are final and non-refundable. You further agree not to initiate chargebacks or payment disputes without first contacting us to resolve the issue. Unauthorized chargebacks may result in the immediate suspension or termination of your access to the Site or Services, at our sole discretion. We reserve the right to dispute any chargeback and to provide the relevant payment processor or financial institution with all necessary documentation to demonstrate the validity of the transaction. You will be responsible for any fees, costs, or damages incurred by us as a result of a chargeback initiated in violation of this policy.

5. License Grant; Restrictions

5.1 **Grant.** Subject to these Terms and the applicable Order and only to the extent expressly permitted by the functionality of the Site and Services, KOPAPLAY grants Customer a limited, freely revocable, **non-exclusive, non-transferable, non-sublicensable** right to access and use the Services during the Subscription Term for Customer's internal business purposes.

5.2 **Restrictions.** Customer will not: (a) copy, modify, or create derivative works of the Services; (b) reverse engineer or attempt to extract source code; (c) bypass security or usage limits; (d) use the Services to provide a competing product; (e) share credentials or permit



unlicensed users to access the Services. We reserve all rights not expressly granted herein in the Site and Services and Services Content. We may terminate your license at any time for any reason or no reason or withdraw from providing the Site or Services entirely or any component of the Services at any time.

5.3 Ownership. Customer acknowledges and agrees that KOPAPLAY is the owner or rightful licensor of all right, title, and interest in and to the Services, and all such right, title, and interest shall remain with KOPAPLAY. The Customer shall not otherwise contest, dispute, or challenge the KOPAPLAY's right, title, and interest in and to the Services. The Customer hereby assigns and agrees to assign any rights it may have as a result of its licensed use, including common law rights, in the Services to KOPAPLAY.

5.4 Goodwill. All goodwill and reputation generated by the Customer's use of the Services shall inure to the benefit of KOPAPLAY. The Customer shall not by any act or omission use the Services in any manner that disparages or reflects adversely on KOPAPLAY or its business or reputation.

5.5 Protection of Software. The Software (whether received in writing, on magnetic tape or on other storage media) is a product proprietary or licensed to KOPAPLAY. Customer shall protect the Software with security measures which are the same as Customer employs to protect its like proprietary information. Notwithstanding the foregoing, disclosure of the Software to any government regulatory agency for purposes consistent with use of the Software by Customer allowed under this Terms, or in accordance with any other agreement in writing by the Parties, shall not be considered a breach of the Agreement.

6. Acceptable Use and Service Rules

6.1 Acceptable Use. Customer and its users must comply with KOPAPLAY's **Acceptable Use Policy** ("AUP"), incorporated by reference and available at <https://kopaplay.com/acceptable-use>. Prohibited conduct includes illegal content, harassment, privacy violations, spam/misuse of communications, attempts to disrupt or overload the Service, and misuse of AI features (if any). KOPAPLAY may suspend accounts for AUP violations with or without notice where justified.

6.2 Services Rules. You agree that you will not use the Site or Services in any manner that is inconsistent with these Terms, or that could damage, disable, overburden, or impair the Site or Services, in each case as determined in our sole discretion. Without limitation, you agree, represent, and warrant that:

- I. You will use the Site and Services in compliance with all applicable laws and policies;
- II. You will not use the Site or Services to infringe the privacy rights of any person or entity;
- III. You will not use the Site or Services to infringe the Intellectual Property Rights (as defined below) of any person or entity;
- IV. You will not use the Site or Services in any way that is abusive, fraudulent, or unlawful;
- V. You will not submit any data via the Site to which you are not authorized to use or disclose, or which violates any applicable law;
- VI. You will not collect or harvest any personally identifiable information, including account names, from the Services;
- VII. You will not copy, distribute, or disclose any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”;
- VIII. You will not use any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc. to collect information from, access, or otherwise interact with the Site;
- IX. You will not use the Site or Services to transmit spam, chain letters, or other unsolicited email, notifications, or text messages;
- X. You will not use the Site or Services for any commercial solicitation purposes;
- XI. You will not utilize the Site to engage in improper, illicit, or illegal communications;
- XII. You will not upload, transmit or otherwise make available any content that we deem to be harmful, offensive, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically, otherwise objectionable, or unrelated to sports;
- XIII. You will not post content that would be harmful to minors in any manner;
- XIV. You will not create a false identity, or impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- XV. You will not attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site or Services;
- XVI. You will not upload, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs

designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- XVII. You will not use the Site or Services to solicit, advertise, provide, sell, or offer, any third-party sites or services, or similar or competing products or services;
- XVIII. You will not use or attempt to use another user's account without authorization;
- XIX. You will not, directly, or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through, the Site or Services or any software, documentation, or data related to the Site or Services; and
- XX. You will not remove any proprietary notices or labels from the Site, or Services or modify, translate, or create derivative works based on the Site or Services.

7. Customer Data; Data Security

7.1 Ownership. Customer retains all rights in Customer Data.

7.2 License to Operate. Customer grants KOPAPLAY a worldwide, royalty-free license to host, process, transmit, and display Customer Data **solely** as necessary to provide and support the Services.

7.3 Protection. KOPAPLAY will maintain reasonable organizational and technical measures designed to protect Customer Data. KOPAPLAY does not guarantee uninterrupted or error-free operation.

7.4 Interaction Data. Customer acknowledges and agrees that subject to applicable laws, KOPAPLAY may collect, analyze, and use user data, including data that has been anonymized, aggregated, or derived from user data or tagged with a hashed or masked identifier, pertaining to the Customer's access and use of our Services, for the purpose of providing, operating, analyzing, and improving our Services or offering or enabling other services (the "Interaction Data"). Except as otherwise expressly set forth herein, KOPAPLAY shall own any Interaction Data; and may aggregate and use Interaction Data as necessary, including in the performance of its obligations.

7.5 Data Export. During the term, Customer may export its data through available tools. Upon termination, KOPAPLAY will delete or de-identify Customer Data after a reasonable retention period unless law requires otherwise.

8. Third-Party Services; Payments



8.1 Integrations. The Services may interoperate with third-party products or services, including, for example, communications tools, analytics providers, or payment processors. Such integrations are provided solely for the Customer's convenience. KOPAPLAY does not endorse, warrant, or assume any responsibility for any third-party sites, information, materials, products, or services, and does not control the terms, policies, actions, or availability of any third-party product or service. If Customer accesses a third-party website or service from the Services, or shares Customer Content on or through any third-party website or service, Customer does so at Customer's own risk. Customer understands and agrees that these Terms of Use and KOPAPLAY's Privacy Notice do not apply to Customer's use of such third-party sites or services. Customer expressly relieves KOPAPLAY from all liability arising from Customer's use of any third-party website, service, or content, including, without limitation, User Content submitted by other users.

8.2 Payment Processing. If Customer enables payments, processing is provided by **CLEARPAY TECHNOLOGY LLC** and governed by its terms (e.g., **Stripe Services Agreement**). Customer must ensure its activities are not on any restricted-business lists and comply with card-brand and processor rules. KOPAPLAY is **not** a money transmitter and does not hold funds for Customer.

9. Resellers and Partners

If Customer purchases via an authorized reseller, the reseller is responsible for billing and support obligations stated in the reseller agreement. These Terms govern Customer's use of the Services. **Resale** of the Services by Customer is prohibited unless expressly permitted under a separate **Reseller Addendum** with KOPAPLAY.

10. Beta/Pre-Release Features

KOPAPLAY may offer optional beta or preview features. **Betas are provided "AS IS", without support or warranties**, may be modified or withdrawn, and are excluded from any uptime or support commitments.

11. IP; Feedback; Open Source

11.1 KOPAPLAY IP. Except for Customer Data, KOPAPLAY and its licensors own all rights in the Services.

11.2 **Feedback.** Customer grants KOPAPLAY a royalty-free, perpetual license to use feedback to improve the Services.

11.3 **Open Source.** Components may be subject to open-source licenses; the applicable notices will be provided as required.

12. Suspension; Termination

12.1 KOPAPLAY may suspend access for (a) non-payment; (b) security risk; (c) AUP violations; or (d) legal compliance. Either party may terminate for material breach not cured within **30 days** of notice. Upon termination, unpaid fees become due, and Customer must stop using the Services.

12.2 KOPAPLAY may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms of Use, or for no specific reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

13. Warranties; Disclaimers

KOPAPLAY will provide the Services **substantially** as described in documentation. EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED **“AS IS” AND “AS AVAILABLE”**. Use of the services is at Customer’s own risk. To the maximum extent permitted by applicable law, the services are provided without warranties of any kind, whether express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. No advice or information, whether oral or written, obtained by the Customer from KOPAPLAY or through the services will create any warranty not expressly stated herein. Without limiting the foregoing, KOPAPLAY, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable, or correct; that the services will meet your requirements; that the services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the services are free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the services is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the services.

The Customer is responsible, at its sole cost and expense, for providing all equipment necessary to access the Internet and/or the Services. The Services may be unavailable or operate slowly from time to time for reasons including, without limitation, routine

maintenance, technical issues, or circumstances both within and outside of KOPAPLAY's control. Access to the Services may therefore be interrupted, suspended, or terminated periodically. Without limiting the foregoing, KOPAPLAY shall not be liable for any delay in responding to an inquiry or question submitted by the Customer, for any consequences resulting from such delay or unavailability, or for any damages arising from any such interruption, suspension, or termination of the Services. The Customer further agrees to implement contingency plans to account for such periodic interruptions or suspensions.

KOPAPLAY does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services or any hyperlinked website or service, and KOPAPLAY will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Federal law, some states, provinces, and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights that vary from state to state. The disclaimers and exclusions under this agreement will not apply to the extent prohibited by applicable law.

14. Indemnification and Limitation of Liability

14.1 Indemnification. Customer agrees to defend, indemnify, and hold harmless KOPAPLAY, including, if applicable, its officers, trustees, and employees, from any and all liability, judgments, settlements, claims, fines, penalties, damages, losses, costs, expenses (including reasonable attorneys' fees), or injury caused by, arising out of, or resulting from (i) malpractice or the negligent acts or omissions or willful misconduct of Customer and, if applicable, its officers, trustees, and employees, arising out of or in connection with this Agreement or any of the obligations assumed by Customer and, if applicable, its officers, trustees, and employees hereunder, (ii) any breach of this Agreement by Customer and, if applicable, its officers, trustees, and employees, (iii) the non-performance of any obligation, covenant or agreement contained herein by Customer and, if applicable, its officers, trustees, and employees, and (iv) any third party claim that the Customer Materials or other material that may be provided by Customer hereunder infringes or violates any rights, including, without limitation, the rights of publicity, rights of privacy, and Intellectual Property Rights, of third parties.

14.2 Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) Neither KOPAPLAY, nor its affiliates, subsidiaries, directors, officers, employees, contractors, suppliers, or licensors shall be liable for any indirect, incidental, special,

consequential, or punitive damages, including, without limitation, loss of profits, revenue, data, goodwill, business opportunities, or anticipated savings, arising out of or in connection with your use, or inability to use, the services, any content, or items obtained through the services, whether based on contract, tort (including negligence), strict liability, or any other legal theory, even if foreseeable or if KOPAPLAY has been advised of the possibility of such damages. This includes, without limitation, damages resulting from hacking, unauthorized access, interruptions, viruses or other harmful code, or third-party conduct.

(b) KOPAPLAY shall not be responsible or liable for: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage resulting from access to or use of the services; (iii) unauthorized access to or use of servers or any personal information stored therein; (iv) interruption or cessation of transmission to or from the services; (v) bugs, viruses, trojan horses, or the like transmitted by third parties; or (vi) any user content or third-party defamatory, offensive, or illegal conduct.

(c) A party's total liability under these terms is capped at the amounts paid or payable by customer to KOPAPLAY in the twelve (12) months before the event giving rise to liability.

(d) EXCLUSIONS: THE ABOVE CAPS DO NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS, CUSTOMER'S BREACH OF SECTIONS 5 AND/OR 6, OR INFRINGEMENT OR MISAPPROPRIATION OF KOPAPLAY'S INTELLECTUAL PROPERTY RIGHTS.

(e) This limitation of liability section applies to the fullest extent permitted by law. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to the Customer.

(f) If you are a California resident, you expressly waive the provisions of section 1542 of the California Civil Code, which states: "general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." You hereby waive and relinquish any right or benefit under section 1542 to the full extent permitted by law.

15. Privacy; Children; COPPA

Customer is the controller of Customer Data submitted to the Services. KOPAPLAY processes such data per these Terms and KOPAPLAY's **Privacy Policy** at <https://kopaplay.com/privacy-policy>. If Customer uses the Services with data of children under 13, Customer represents it has obtained all **verifiable parental consents** required by COPPA and applicable laws. KOPAPLAY may offer a **DPA** upon request for processing of personal data.



KOPAPLAY does not knowingly collect personal information directly from children under 13 years of age. Any such data must be provided only by authorized representatives (e.g., academy administrators) with verified parental consent as required by COPPA.

16. DMCA; Repeat Infringers

KOPAPLAY respects copyright law and expects its users to do the same. Notices alleging copyright infringement should be sent to KOPAPLAY's **DMCA Agent at Legal Department, KOPA PLAY LLC, 8111 NW 54th St, Doral FL 33166, USA – Email: dmca@kopaplay.com** with all elements required by **17 U.S.C. §512(c)(3)**. KOPAPLAY may terminate repeat infringers.

17. Sanctions & Export Controls

Customer represents it (and its users) are not subject to U.S. sanctions and will not use the Services in prohibited jurisdictions or for prohibited end-uses. Customer will comply with **U.S. export laws (EAR), OFAC restrictions**, and similar regimes, including with respect to cloud services and software.

18. Governing Law; Dispute Resolution

18.1 Law & Venue. These Terms are governed by and shall be construed in accordance with the laws of the State of Florida, U.S.A., without regard to its conflict of law rules. As to matters affecting copyrights, trademarks, and patents, U.S. federal law shall also apply. Customer hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts located in Miami-Dade County, Florida, over any action, suit, or proceeding not required to be arbitrated under these Terms. Any dispute arising from or relating to these Terms, Customer's use of the Site or the Services, or any aspect of the relationship between Customer and KOPAPLAY with respect to these Terms shall also be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be entirely performed within the State of Florida, without resort to its conflict of law provisions and regardless of where Customer accesses the Site or Services. Service of process upon Customer in any such action may be made in person, by courier, by telegram, by facsimile, or by first-class mail, and shall be deemed effectively given upon receipt.

18.2 Arbitration (B2C). To the maximum extent permitted by law, Customer and KOPAPLAY agree that any dispute, claim, or controversy arising out of or relating to these



Terms, the Services, the Site, or Customer's relationship with KOPAPLAY (each a "Claim") shall first be attempted to be resolved informally. Either party may submit a written notice describing the Claim (a "Notice") to the other. If the parties cannot resolve the Claim within 30 days of such Notice, the Claim shall be resolved by binding arbitration under the rules of the American Arbitration Association (AAA) before a single arbitrator in Miami-Dade County, Florida, unless otherwise agreed. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

18.3 Scope of Arbitration. Except for Claims eligible for small claims court or disputes solely regarding intellectual property rights or seeking injunctive relief for IP infringement, all Claims must be resolved through arbitration. Arbitration will be on an individual basis; class arbitrations and class actions are not permitted, and both parties waive the right to a jury trial. The arbitrator may grant any remedy or relief otherwise available in court, including temporary, interim, or permanent injunctive relief or specific performance, but only to the extent necessary to resolve the individual Claim.

18.4 Arbitration Fees & Procedures. If Customer initiates arbitration, Customer will pay the filing fee; KOPAPLAY will cover remaining AAA fees. If KOPAPLAY initiates, it will pay all AAA fees and costs. Claims of \$25,000 or less may proceed via document submission; higher-value claims may require in-person hearings in Miami, Florida, or at a reasonably convenient location if Miami is impractical. Parties must cooperate to protect confidential or proprietary information during arbitration.

18.5 One-Year Limitation. Any Claim must be filed within one year of its accrual; otherwise, the Claim is permanently barred.

18.6 Right to Opt Out. Customer may opt out of binding arbitration within 30 days of first accepting these Terms by sending notice to legal@kopaplay.com or certified mail to KOPA PLAY LLC, Attn: Legal Department, [Address]. The notice must include Customer's name, email, mailing address, and a statement of intent to opt out.

18.7 Severability. If any portion of this Section 18 is found unenforceable or unlawful, that portion will be severed, and the remainder will remain enforceable. Individual Claims may still proceed in arbitration; any non-arbitrable claims may proceed in court.

18.8 Foreign Entities. If customer is organized or incorporated outside the United States, customer may follow this arbitration procedure or, if permitted by applicable law, submit

disputes to an arbitration administrator in customer's jurisdiction. To the extent arbitration is not allowed by law, customer may bring disputes to the courts of customer's jurisdiction.

19. Changes to the Services or Terms

19.1 Changes to Terms. KOPAPLAY may make changes to these Terms and/or our other policies and/or procedures from time to time, at our sole and absolute discretion. In the event we make changes to the terms of use we will post the updated terms of use on the site and/or the services, and we will revise the "updated" date above. Any changes to our policies and/or procedures shall be incorporated herein. It is your responsibility to review the terms of use frequently and to remain informed of any changes to them. If you do not agree with the changes and/or modifications, you shall not use the services after the effective date of the changes. The then-current version of the terms will supersede all earlier versions. You agree that your continued use of the site and services after such changes have been published will constitute your acceptance of such revised terms of use, policies and/or procedures.

19.2 Changes to the Services. KOPAPLAY may update the Services, or stop providing the Services or features of the Services, to you or to users generally, or create usage limits for the Services. Material changes will be notified via the Service or email. Changes become effective upon renewal or 30 days after notice for month-to-month plans. Continued use after the effective date constitutes acceptance.

20. Miscellaneous

20.1 Assignment. This Agreement may not be assigned by Customer to a related company or successor in interest and in title without the express written permission of KOPAPLAY.

20.2 Entire Agreement/Severability. If any provision of these Terms is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of these Terms shall continue in full force and effect.

20.3 Notices. By using the Services, Customer agrees to receive certain communications in connection with the Services. Communications between Customer and KOPAPLAY may use electronic means, whether Customer uses the Services, sends emails to KOPAPLAY, or KOPAPLAY posts notices on the Services or communicates with Customer via email. For contractual purposes, Customer (i) consents to receive communications from KOPAPLAY in electronic form; and (ii) agrees that all Terms of Use, agreements, notices, disclosures, and



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other communications that KOPAPLAY provides to Customer electronically satisfy any legal requirement that such communications would satisfy if provided in hardcopy form. The foregoing does not affect Customer's non-waivable rights. KOPAPLAY is not responsible for any automatic filtering that Customer or Customer's network provider may apply to email notifications sent to the email address Customer provides to KOPAPLAY.

All notices required by these Terms of Use shall be in writing and shall be sent by us via your email address of record; and notice shall be effective on the date it is officially recorded as being transmitted.

20.4 Force Majeure. Each party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party.

For questions regarding these **Terms**, please Contact us at support@kopaplay.com

CONTACT INFORMATION

KOPA PLAY LLC

8111 NW 54TH STREET, DORAL, FL 33166, USA

EMAIL: SUPPORT@KOPAPLAY.COM

PHONE: +1 (954) 469-5432

EFFECTIVE DATE: OCTOBER 15, 2025

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