

EdgeUp Tech, Inc.

Terms and Conditions for Emerging Athletes

Effective Date: June 22, 2026

Last Updated: June 22, 2026

What This Agreement Covers

This summary highlights the most important things you should know. It is not a substitute for the full terms below.

Who can use EdgeUp?

EdgeUp is available to users who are at least 13 years old. Users 18 and older may create and manage their own accounts. Users between 13 and 17 may use EdgeUp only with a parent or legal guardian's consent and supervision. EdgeUp is not available to children under 13.

What does EdgeUp do?

EdgeUp connects you with current and former professional athletes who provide personalized video feedback on your training videos and questions. We do not provide coaching services directly.

How does payment work?

You pay per session. Pricing is set by the pro athlete. Partner organization referral codes may apply in your first month.

Refund policy?

If a pro does not respond within 7 days, you receive an automatic full refund. Refunds may also be issued if feedback is inappropriate, materially non-substantive, or technically undelivered. See Section 5 for full details.

Your videos?

You keep ownership of your submitted videos. You give EdgeUp a limited license to store and use them to operate the platform. We will never use videos of you in marketing without separate written parental consent.

No AI training

EdgeUp does not use videos of minors to train AI or machine learning models. We will not do so without separate written parental consent and any additional notice required by law.

Disputes?

Disputes are resolved through binding arbitration in Delaware. See Section 15 for details. You may opt out within 30 days of account creation.

Contact us

Questions? Reach us at support@edgeup.co, privacy@edgeup.co, or legal@edgeup.co.

1. Acceptance of Terms

By creating an account on EdgeUp or using any part of the EdgeUp platform operated by EdgeUp Tech, Inc., you agree to be bound by these Terms and Conditions. If you are under 18 years of age, your parent or legal guardian must agree to these terms on your behalf and accept responsibility for your use of the platform. By creating or approving an account for a minor, the parent or legal guardian accepts full legal and financial responsibility for the minor's use of the platform and all purchases made through the account.

If you do not agree to these terms, you may not use the platform.

EdgeUp Tech, Inc. reserves the right to update these terms at any time. We will notify you of material changes by email or through the platform. Continued use of the platform after notice of changes constitutes acceptance of the updated terms.

2. Eligibility and Account Requirements

2.1 Age Requirements

EdgeUp is available to users who are at least 13 years old.

- Users who are 18 or older may create and manage their own accounts independently.
- Users between the ages of 13 and 17 may use EdgeUp only with the consent and supervision of a parent or legal guardian. A parent or legal guardian must create or approve the account, agree to these Terms on the minor's behalf, accept responsibility for the minor's use of the platform, and remain financially responsible for any purchases made through the account.
- EdgeUp is not available to children under 13 at this time. We do not knowingly collect personal information from children under 13. If we learn that we have collected personal information from a child under 13, we will take reasonable steps to delete the account and associated personal information unless we are legally required or permitted to retain it.

2.2 Parent and Guardian Rights and Responsibilities

Parents or legal guardians of minor athletes have the following rights and responsibilities:

- The right to access, review, correct, restrict, or request deletion of personal information and content associated with the minor's account, subject to legal, safety, dispute-resolution, and compliance requirements.
- The right to revoke consent for the minor's continued use of EdgeUp at any time.
- The responsibility to supervise the minor's use of the platform, review video submissions before they are uploaded, review feedback received, and report any concerning conduct immediately.
- Financial responsibility for all purchases and transactions made through the account.

To exercise any parental rights, contact EdgeUp at support@edgeup.co or privacy@edgeup.co.

2.3 Teen Access Under Parent-Approved Accounts

Where EdgeUp allows a minor athlete to access the platform through a separate login or athlete profile, that access remains part of a parent-approved account. The parent or legal guardian

remains legally responsible for the minor's use of EdgeUp and may request that the minor's access be modified, restricted, or terminated at any time.

2.4 Account Accuracy

You agree to provide accurate, current, and complete information when creating your account. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.

2.5 One Account Per User

Each Emerging Athlete may have only one active account. Duplicate accounts may be removed without notice.

2.6 College Athletes

College athletes are welcome to use EdgeUp as Emerging Athletes to receive feedback. However, college athletes are not eligible to join the platform as pro athletes providing feedback. EdgeUp does not provide NIL advice. If you have concerns about NIL compliance, consult your institution's athletics department.

3. The EdgeUp Service

3.1 What EdgeUp Provides

EdgeUp is a marketplace platform that connects Emerging Athletes with current and former professional athletes for the purpose of receiving personalized, asynchronous video feedback. EdgeUp provides the technology platform and facilitates transactions but does not itself provide coaching, training, or athletic instruction.

3.2 No Guarantee of Results

EdgeUp makes no guarantees about athletic improvement, performance outcomes, recruiting results, scholarship opportunities, or the quality of any specific feedback session. Results will vary based on the individual athlete, the feedback provided, and how the feedback is applied.

3.3 Pro Athlete Independence

Pro athletes on the platform are independent contractors, not employees of EdgeUp Tech, Inc. EdgeUp does not control the content of feedback provided by pro athletes, subject to platform policies and community guidelines.

3.4 Medical and Training Disclaimer

Feedback provided through EdgeUp is for informational purposes only and does not constitute medical, training, therapeutic, or professional athletic advice. EdgeUp Tech, Inc. strongly recommends that all users consult a qualified medical or sports professional before beginning or modifying any athletic training program. You assume full responsibility for how you apply any feedback received through the platform.

Parents or legal guardians are solely responsible for determining whether any feedback is appropriate for a minor athlete and for supervising the minor's participation in any athletic activity. Users should stop any activity that causes pain, dizziness, discomfort, or injury and

consult a qualified medical professional, athletic trainer, physical therapist, or coach immediately.

3.5 Assumption of Risk

You acknowledge that participation in athletic activity involves inherent risks of physical injury, including but not limited to sprains, strains, fractures, and other bodily harm. By using EdgeUp, you voluntarily assume all risks associated with athletic activity and the application of any feedback received through the platform. EdgeUp Tech, Inc. is not liable for any injury resulting from your participation in athletic activities in connection with use of the platform.

4. Payments and Pricing

4.1 Pay Per Session

EdgeUp operates on a pay-per-session model. Each session is a single video submission and corresponding feedback video from a pro athlete. Pricing for each session is set by the individual pro athlete and displayed on their profile before booking.

4.2 Video Length and Upsell

Each session includes a base video submission length. You may pay an additional fee to submit a longer video beyond the base length. Pricing for extended submissions will be displayed clearly before you confirm your booking.

4.3 Referral Codes

Partner organizations such as AAU programs may provide referral codes. When a valid referral code is used at signup, 5% of your session revenue during your first calendar month on the platform is directed to the referring organization. EdgeUp absorbs this cost by reducing its platform fee from 20% to 15% during that month. After the first month, the standard platform fee applies. Referral codes do not entitle you to a discount on session pricing.

4.4 Payment Processing

All payments are processed through Stripe. By making a purchase, you agree to Stripe's terms of service. EdgeUp Tech, Inc. does not store your full payment information. EdgeUp Tech, Inc. is not responsible for payment processing errors, delays, account holds, or failures caused by Stripe or any other third-party payment provider.

4.5 Taxes

You are responsible for any applicable taxes on transactions made through EdgeUp.

4.6 Chargebacks

If you initiate a chargeback without first attempting to resolve the issue through EdgeUp's support process at support@edgeup.co, EdgeUp Tech, Inc. may suspend the account while the chargeback is investigated. EdgeUp Tech, Inc. may also restrict future purchases or recover costs associated with improper or fraudulent chargebacks to the extent permitted by law.

5. Refund Policy

5.1 Automatic Refund for Non-Response

If a pro athlete does not deliver feedback within 7 calendar days of your video submission, you will receive an automatic full refund to your original payment method. No action is required on your part.

5.2 Expected Delivery Timeframe

Pro athletes on EdgeUp target a feedback turnaround of 48 to 72 hours from the time of your submission. This is a goal, not a guarantee. The only binding delivery commitment is the 7-day refund policy set out in Section 5.1. EdgeUp does not guarantee any specific response time beyond this policy.

5.3 Refunds for Unsatisfactory Feedback

Outside of the non-response refund above, refunds may be issued in the following circumstances, as determined by EdgeUp Tech, Inc. in its sole discretion:

- The pro athlete fails to respond within 7 calendar days.
- The feedback contains profanity, harassment, discriminatory language, or inappropriate content.
- The feedback is materially non-substantive or off-topic relative to the submission.
- The feedback is unreasonably brief relative to the submitted video and does not provide meaningful instruction, guidance, or encouragement.
- A documented technical failure prevented delivery of the feedback.

Dissatisfaction with the quality of advice given by a pro athlete, disagreement with feedback, or preference for a different coaching style do not qualify for a refund. EdgeUp Tech, Inc. makes the final determination on all refund requests.

5.4 How to Request a Refund

To request a refund under Section 5.3, contact EdgeUp support at support@edgeup.co within 14 days of receiving your feedback video. Include your account details and a description of the issue. EdgeUp will review and respond within 5 business days.

6. Video Submissions and Content

6.1 Your Ownership

You retain ownership of all videos and content you submit to EdgeUp. By submitting a video, you grant EdgeUp Tech, Inc. a limited, non-exclusive, royalty-free license to store, transmit, display, process, moderate, review, and use your video and any associated notes, questions, prompts, comments, or context solely for the purpose of providing the EdgeUp service, operating and improving the platform, maintaining safety and compliance, resolving disputes, processing refunds, and enforcing these Terms. This license terminates when your account is deleted or the video is removed, except to the extent retention is required by law.

6.2 Notes and Submission Context

When you submit a video, you may also submit notes, questions, prompts, comments, or other context for the selected pro athlete to consider. These materials are treated as user content and may be used by EdgeUp Tech, Inc. and the selected pro athlete solely to provide the requested feedback, operate the platform, maintain safety and compliance, resolve disputes, process refunds, and enforce these Terms.

6.3 Content Standards

Videos and content submitted to EdgeUp must:

- Contain only athletic training, game, or performance content relevant to your feedback request, or a clearly stated question or topic related to your athletic development.
- Not include nudity, graphic violence, hate speech, or illegal activity.
- Comply with all applicable laws.

EdgeUp Tech, Inc. reserves the right to remove any content that violates these standards without notice.

6.4 Third-Party Consent

You represent that you have all necessary rights and permissions to upload any video or content you submit to EdgeUp. You may not submit videos that prominently feature identifiable third parties, including other minors, unless you have obtained any required consent from those individuals or, where applicable, their parent or legal guardian. EdgeUp Tech, Inc. may remove or restrict access to any content that appears to violate this requirement.

6.5 No Marketing Use Without Consent

EdgeUp Tech, Inc. will never use videos you submit for marketing, promotional, or advertising purposes without your separate, explicit, written consent. For users under 18, parental consent is required. Any marketing consent is entirely optional and may be withdrawn at any time by contacting privacy@edgeup.co.

6.6 No AI Training

EdgeUp Tech, Inc. does not use videos submitted by or featuring minors, feedback videos, or related minor account content to train artificial intelligence or machine learning models. EdgeUp Tech, Inc. will not use videos featuring minors for AI model training without separate written consent from a parent or legal guardian and any additional notice or consent required by law. EdgeUp Tech, Inc. may update these Terms and the Privacy Policy before introducing any AI-related use of submitted videos or feedback videos.

6.7 Feedback Videos

After a feedback video is delivered, the purchasing user or parent or legal guardian receives a limited, non-exclusive, non-transferable license to view and download the feedback video for personal, non-commercial use.

You may share a feedback video publicly only if doing so does not violate applicable law, these Terms, the rights of any third party, the privacy or publicity rights of any individual, or any child-safety obligation. You may not sell, license, monetize, commercially exploit, alter in a misleading way, or use a feedback video to imply endorsement by EdgeUp Tech, Inc. or the pro athlete without separate written permission.

If the feedback video includes or identifies a minor other than the athlete associated with the account, you may not share it publicly unless you have obtained any required consent from that minor's parent or legal guardian.

The pro athlete retains ownership of their original commentary in the feedback video. EdgeUp Tech, Inc. holds a platform license to host and deliver it. Neither ownership interest limits your right to share the video for personal, non-commercial purposes in accordance with these Terms.

7. Communications and Off-Platform Contact

7.1 Platform Communications Only

EdgeUp may allow Emerging Athletes or their parents or legal guardians to submit limited notes, questions, or requests with a video submission. These features are intended only to help the selected pro athlete understand what feedback is being requested. All communications between Emerging Athletes, parents or legal guardians, and pro athletes must occur through EdgeUp-approved platform features.

7.2 No Off-Platform Contact

Users may not request, share, or exchange personal contact information, including phone numbers, email addresses, social media handles, mailing addresses, or other off-platform contact details with pro athletes. Emerging Athletes and parents or legal guardians may not use EdgeUp to arrange off-platform coaching, mentorship, communication, or payment with pro athletes. Any attempt to move a minor athlete's interaction with a pro athlete outside EdgeUp may result in suspension or termination of the account.

8. Community Standards and Acceptable Use

By using EdgeUp, you agree not to:

- Harass, threaten, or abuse any pro athlete or other user.
- Submit false or misleading information about yourself or your athletic background.
- Attempt to contact pro athletes outside the EdgeUp platform to circumvent the payment system.
- Use the platform for any unlawful purpose.
- Attempt to reverse engineer, hack, or disrupt the EdgeUp platform or its infrastructure.
- Create multiple accounts or share accounts with others.

EdgeUp Tech, Inc. reserves the right to remove any content, restrict access to the platform, suspend or terminate any account, and take any other action it deems appropriate, for any reason, at its sole discretion and without prior notice.

9. Child Safety and Minor Protection

Child safety is a foundational commitment of EdgeUp Tech, Inc. All pro athletes on the platform are required to complete trust and safety screening prior to activation. EdgeUp Tech, Inc. maintains strict content standards and actively monitors the platform for inappropriate behavior.

Parents or legal guardians of minor users are responsible for:

- Reviewing video submissions before their child uploads them.

- Monitoring their child's use of the platform.
- Reviewing feedback videos received where appropriate.
- Ensuring that submitted videos are appropriate and comply with these Terms.
- Reporting any inappropriate content or behavior to EdgeUp immediately via the in-app reporting tool or at support@edgeup.co.

EdgeUp Tech, Inc. will cooperate fully with law enforcement in connection with any suspected illegal activity involving minors.

9.1 Deletion of Minor Content

If a parent or legal guardian requests deletion after feedback has been delivered, EdgeUp Tech, Inc. will delete or de-identify the submitted video and related feedback video from active systems within a reasonable period, unless retention is necessary for legal compliance, safety review, fraud prevention, dispute resolution, chargebacks, tax and accounting obligations, or enforcement of these Terms. Limited records of the transaction may be retained as required or permitted by law. Deletion may not affect copies that the parent, guardian, or user previously downloaded or shared outside the platform.

10. Safety Review and Moderation

EdgeUp Tech, Inc. may review, remove, restrict, retain, or disclose submitted videos, feedback videos, notes, communications, and related account information where reasonably necessary to operate the platform, enforce these Terms, investigate misconduct, resolve disputes, process refunds, comply with legal obligations, respond to lawful requests, or protect the safety, rights, and well-being of users, including minors.

11. Privacy and Data

EdgeUp Tech, Inc.'s collection and use of your personal information is governed by our Privacy Policy at edgeup.co/privacy, which is incorporated into these terms by reference. Key points:

- We collect the information necessary to operate the platform and process payments.
- We do not sell your personal data to third parties.
- EdgeUp is not available to users under 13 at launch. We do not knowingly collect personal information from children under 13.
- You may request deletion of your account and associated data at any time by contacting privacy@edgeup.co.

12. Intellectual Property

The EdgeUp platform, including its design, trademarks, software, and content created by EdgeUp Tech, Inc., is the intellectual property of EdgeUp Tech, Inc. and may not be copied, reproduced, or used without written permission. User-submitted content remains the property of the respective user, subject to the license granted in Section 6.

13. Account Termination

13.1 Termination by You

You may close your account at any time by contacting support@edgeup.co. Sessions already paid for and in progress are not refundable upon voluntary termination unless the refund criteria in Section 5 apply.

13.2 Termination by EdgeUp Tech, Inc.

EdgeUp Tech, Inc. may suspend or terminate your account at any time for violation of these terms, fraudulent activity, abusive behavior toward pro athletes, or any other reason EdgeUp Tech, Inc. deems sufficient. EdgeUp Tech, Inc. will make reasonable efforts to notify you before termination except in cases of serious violation.

13.3 Effect of Termination

Upon termination, your access to the platform and all associated content will be removed. EdgeUp Tech, Inc. has no obligation to retain your data after account closure, subject to legal retention requirements.

14. Disclaimers and Limitation of Liability

14.1 Platform Provided As-Is

EdgeUp Tech, Inc. provides its platform on an 'as is' and 'as available' basis without warranties of any kind, express or implied. EdgeUp Tech, Inc. does not warrant that the platform will be uninterrupted, error-free, or free of harmful components.

14.2 Limitation of Liability

To the maximum extent permitted by law, EdgeUp Tech, Inc.'s total liability to you for any claim arising from your use of the platform shall not exceed the total amount you paid to EdgeUp Tech, Inc. in the 12 months preceding the claim. EdgeUp Tech, Inc. is not liable for any indirect, incidental, consequential, or punitive damages.

14.3 No Liability for Pro Athlete Content

EdgeUp Tech, Inc. is not responsible for the content, accuracy, or quality of feedback provided by pro athletes. EdgeUp Tech, Inc. facilitates the marketplace but does not endorse or guarantee the advice given.

15. Indemnification

You agree to indemnify and hold harmless EdgeUp Tech, Inc., its officers, directors, employees, and agents from any claims, damages, losses, or expenses including reasonable legal fees arising from your use of the platform, your violation of these terms, or your violation of any third-party rights.

16. Force Majeure

EdgeUp Tech, Inc. shall not be liable for any failure or delay in performance resulting from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, government action, internet or telecommunications outages, third-party service provider failures, or any other event outside EdgeUp Tech, Inc.'s reasonable control.

17. Dispute Resolution and Arbitration

17.1 Informal Resolution First

Before initiating any formal dispute process, you agree to contact EdgeUp Tech, Inc. at legal@edgeup.co and attempt to resolve the dispute informally. EdgeUp Tech, Inc. will make reasonable efforts to resolve complaints within 30 days.

17.2 Binding Arbitration

If informal resolution is unsuccessful, any dispute arising from or relating to these terms or your use of EdgeUp shall be resolved by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. Arbitration will take place in Delaware. The arbitrator's decision will be final and binding. You may opt out of this arbitration agreement by emailing legal@edgeup.co within 30 days of creating your account. Your opt-out notice must include your full name and the email address associated with your account.

17.3 Class Action Waiver

You agree to resolve any disputes with EdgeUp Tech, Inc. on an individual basis and waive the right to participate in any class action lawsuit or class-wide arbitration.

17.4 Exceptions

Either party may seek emergency injunctive relief in a court of competent jurisdiction. Claims related to intellectual property rights are also excluded from mandatory arbitration.

17.5 Governing Law

These terms are governed by the laws of the State of Delaware without regard to its conflict of law principles.

18. Miscellaneous

18.1 Entire Agreement

These terms, together with the Privacy Policy at edgeup.co/privacy and any other policies incorporated by reference, constitute the entire agreement between you and EdgeUp Tech, Inc. regarding your use of the platform.

18.2 Severability

If any provision of these terms is found unenforceable, the remaining provisions will continue in full force and effect.

18.3 No Waiver

EdgeUp Tech, Inc.'s failure to enforce any provision of these terms does not constitute a waiver of that provision.

18.4 Assignment

You may not assign your rights or obligations under these terms without EdgeUp Tech, Inc.'s written consent. EdgeUp Tech, Inc. may assign its rights and obligations in connection with a merger, acquisition, or sale of assets.

18.5 Geographic Restrictions

EdgeUp Tech, Inc. operates the platform from the United States. Service availability may vary by location. Users outside the United States are responsible for compliance with local laws.

18.6 Contact

Questions about these terms: legal@edgeup.co. Privacy questions: privacy@edgeup.co. Support: support@edgeup.co. Website: edgeup.co.

These Terms and Conditions were last updated on June 22, 2026. By using EdgeUp, you acknowledge that you have read, understood, and agreed to these terms.