

EdgeUp Tech, Inc.

Pro Athlete Terms and Conditions

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.

Your status

You are an independent contractor, not an employee of EdgeUp Tech, Inc. You are responsible for your own taxes, insurance, and professional conduct. Nothing in these Terms requires EdgeUp to make any minimum number of sessions available to you.

What you do

You provide personalized video feedback to Emerging Athletes by recording a response over their submitted video or addressing their question. You set your own price and availability.

How you get paid

You receive 80% of each session fee upon completion, paid via Stripe. EdgeUp retains 20% as a platform fee. If you were referred by another pro, EdgeUp temporarily reduces its fee to 10% in your first month, with 10% going to the referring pro.

Response deadline

You have 7 days to deliver feedback after receiving a submission. Missing this deadline triggers an automatic refund to the Emerging Athlete and a strike on your account. Three strikes results in your profile being hidden.

Video content

Your commentary and performance in feedback videos remain yours, but you grant EdgeUp the rights needed to host, store, process, review, display, and deliver feedback videos. Because feedback videos may include videos of minors, you may not download, copy, post, share, or reuse any submitted video or feedback video outside EdgeUp without required written consent.

No off-platform contact

You may not contact, solicit, or communicate with Emerging Athletes or their families outside the EdgeUp platform. This is especially important for minor users.

Taxes

Tax reporting may be handled by EdgeUp, Stripe, or another payment provider. You are responsible for all taxes on your earnings regardless of whether you receive a tax form.

Contact us

Questions? support@edgeup.co, legal@edgeup.co, or privacy@edgeup.co.

1. Acceptance of Terms

By creating a pro athlete account on EdgeUp or using any part of the EdgeUp platform operated by EdgeUp Tech, Inc., you agree to be bound by these Pro Athlete Terms and Conditions. These terms apply in addition to any other agreements you have entered into with EdgeUp Tech, Inc.

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

2. Eligibility and Onboarding Requirements

2.1 Eligibility

To join EdgeUp as a pro athlete, you must:

- Be a current or former professional athlete who has competed at the highest level of your sport.
- Be 18 years of age or older.
- Have the legal right to provide services and enter into this agreement.
- Successfully complete EdgeUp's trust and safety screening process prior to activation.
- Complete Stripe payment enrollment and tax verification before your profile goes live.
- Agree to these terms in full.

You represent and warrant that your participation on EdgeUp does not violate any applicable law, league rule, team policy, union rule, collective bargaining agreement, agency agreement, sponsorship agreement, endorsement agreement, employment agreement, immigration restriction, NCAA or NIL rule, or other contractual or professional obligation that applies to you. You are responsible for maintaining your eligibility throughout your participation on the platform.

2.2 Trust and Safety Screening

Before activation, you may be required to complete identity verification, eligibility verification, background screening, reference checks, or other trust and safety checks as determined by EdgeUp Tech, Inc. EdgeUp Tech, Inc. reserves the right to deny, suspend, restrict, or revoke access to the platform based on the results of those checks, failure to complete those checks, or other trust and safety concerns, subject to applicable law.

If EdgeUp Tech, Inc. uses a third-party consumer reporting agency or background check provider, you may be required to review and sign separate disclosures, authorizations, and notices required by applicable law.

2.3 College Athletes

Active college athletes are not eligible to provide paid feedback as pro athletes on EdgeUp at launch. EdgeUp Tech, Inc. may revisit this policy in the future.

2.4 Tax Verification

Before receiving any payment, you must complete tax verification through Stripe, including providing your legal name, address, and taxpayer identification number. Failure to complete tax verification may result in delayed or withheld payments.

3. Independent Contractor Status

3.1 No Employment Relationship

You are an independent contractor of EdgeUp Tech, Inc. Nothing in these terms creates an employment, agency, partnership, joint venture, or franchise relationship between you and EdgeUp Tech, Inc. You have no authority to bind EdgeUp Tech, Inc. to any obligation.

3.2 Your Responsibilities as an Independent Contractor

As an independent contractor, you are solely responsible for:

- All federal, state, and local income taxes on your earnings from EdgeUp.
- Self-employment taxes, including Social Security and Medicare contributions.
- Your own health insurance, professional liability insurance, and any other insurance coverage.
- Compliance with all laws applicable to your activities on the platform.

3.3 No Control Over Methods

EdgeUp Tech, Inc. does not control how you record or deliver feedback, the content of your feedback, or the equipment you use. You retain full discretion over your approach and communication style, subject to EdgeUp's content standards and platform policies.

3.4 No Minimum Sessions

Nothing in these Terms requires EdgeUp Tech, Inc. to make any minimum number of session opportunities available to you, and nothing requires you to accept any particular session request unless you have accepted or received a booking through the platform under your selected availability settings. Demand for your services may vary and is not guaranteed.

4. Platform Obligations

4.1 Response Deadline

You must deliver completed video feedback within 7 calendar days of receiving an Emerging Athlete's video submission. If you fail to respond within this window, the Emerging Athlete will receive an automatic full refund and you will receive a strike on your account.

4.2 Strike System

Missed response deadlines are tracked as follows:

- First and second missed deadlines: strike recorded on your account.
- Third missed deadline: your profile is hidden from the platform. You may request reactivation by contacting support@edgeup.co.

EdgeUp Tech, Inc. may, at its sole discretion, reset or reduce strikes in cases of documented extenuating circumstances or consistent positive performance over time.

4.3 Feedback Quality Standards

Feedback you deliver must be:

- Personalized to the submitted video and request.
- Substantive and provided in good faith.
- Age-appropriate and constructive.
- Related to the athlete's sport, skill, technique, decision-making, preparation, or development.
- Free from profanity, harassment, discriminatory language, sexual content, bullying, humiliation, or unsafe instruction.
- Delivered within the required timeframe.

Feedback that is generic, materially off-topic, unreasonably brief, inappropriate, unsafe, or inconsistent with these standards may result in a refund, non-payment, clawback, reduced visibility, suspension, or termination, as determined by EdgeUp Tech, Inc. in its sole discretion.

4.4 Target Turnaround

While the binding deadline is 7 days, EdgeUp encourages pro athletes to deliver feedback within 48 to 72 hours of receiving a submission. Faster response times improve your rating and increase your visibility on the platform.

4.5 Search Ranking and Visibility

EdgeUp Tech, Inc. reserves the right to determine search ranking, visibility, and featured placement of pro athlete profiles at its sole discretion. Factors may include response time, ratings, profile completeness, and activity level. EdgeUp Tech, Inc. may periodically review inactive accounts and adjust visibility accordingly.

4.6 Profile Accuracy and Modifications

You are responsible for ensuring your profile information is accurate, current, and not misleading. This includes your name, athletic background, sport, position, pricing, and availability. EdgeUp Tech, Inc. reserves the right to modify, remove, or request updates to any profile content that is inaccurate, misleading, outdated, or inconsistent with platform standards.

4.7 Medical and Injury Disclaimer

You may share general athletic insights based on your experience, but you may not provide medical advice, diagnose injuries, prescribe rehabilitation, recommend treatment for pain or injury, or instruct an athlete to ignore pain, dizziness, discomfort, or medical guidance. If a submission suggests injury, pain, or medical concern, you should encourage the athlete or parent or legal guardian to consult a qualified medical professional, athletic trainer, physical therapist, or coach.

4.8 Assumption of Risk

You acknowledge that athletic training and participation involve inherent risks of injury. You agree that you will not provide guidance that could reasonably be interpreted as unsafe or beyond the scope of your athletic expertise.

4.9 No Guarantees or Recruiting Promises

You may not guarantee athletic improvement, recruiting outcomes, scholarships, roster spots, NIL opportunities, professional opportunities, or any specific performance result to any Emerging Athlete or their parent or legal guardian.

4.10 Inactivity

If your account shows no activity for 60 consecutive days, your profile will be hidden from the platform. You may reactivate your account at any time by contacting support@edgeup.co.

5. Payments and Revenue Share

5.1 Revenue Split

For each completed session, you receive 80% of the session fee set on your profile. EdgeUp Tech, Inc. retains 20% as a platform fee.

5.2 Referral Month Adjustment

If you were referred to EdgeUp by another pro athlete through the platform's referral program, EdgeUp Tech, Inc.'s fee is reduced to 10% during your first calendar month on the platform. The referring pro athlete receives 10% of your session revenue during this period. After the first month, the standard 80/20 split applies.

5.3 Payout Timing

Earnings are paid out via Stripe upon completion of each session. Session completion is defined as the delivery of your feedback video to the Emerging Athlete. Payouts are subject to Stripe's standard processing times and terms of service. EdgeUp Tech, Inc. may delay, withhold, offset, or reverse payouts where reasonably necessary to investigate fraud, safety concerns, chargebacks, refund claims, violations of these Terms, or legal compliance issues.

5.4 Pricing

You set your own session price. EdgeUp Tech, Inc. may provide recommended pricing guidance but does not mandate specific prices. You may update your pricing at any time. Price changes do not apply to sessions already booked and paid for prior to the change.

5.5 Non-Payment for Violations

If a session is refunded because you failed to deliver feedback, delivered feedback that violated these Terms, or engaged in prohibited conduct, you may not be entitled to payment for that session.

5.6 Refunds and Clawbacks

If a refund is issued to an Emerging Athlete for a session you completed, EdgeUp Tech, Inc. will first offset the corresponding payout against your future earnings. If insufficient future earnings are available, EdgeUp Tech, Inc. reserves the right to recover the amount through other lawful means.

5.7 Stripe Dependency

All payments are processed through Stripe. You agree to Stripe's terms of service as a condition of receiving payment through EdgeUp. 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.

5.8 Taxes and Reporting

You are solely responsible for all taxes on your EdgeUp earnings. Tax reporting may be handled by EdgeUp Tech, Inc., Stripe, or another payment provider, depending on the payment infrastructure used. You are responsible for providing accurate tax information and for reporting and paying all taxes associated with your earnings, regardless of whether you receive a tax form.

6. Video Content, Ownership, and Confidentiality

6.1 Ownership of Feedback Videos

You retain ownership of your original commentary and performance in feedback videos. By creating a feedback video on the platform, you grant EdgeUp Tech, Inc. a perpetual, worldwide, non-exclusive, royalty-free license to host, store, reproduce, process, display, transmit, moderate, and deliver the feedback video for the purposes of operating, maintaining, securing, improving, and enforcing the EdgeUp platform and these Terms. This license survives termination of your account to the extent necessary for legal compliance, safety review, dispute resolution, chargebacks, tax and accounting obligations, and enforcement of these Terms.

6.2 No Download, Copy, or External Sharing

You may not download, screen record, copy, photograph, store, retain, post, publish, transmit, distribute, or otherwise use any Emerging Athlete video, submitted content, feedback request, account information, or feedback session outside the EdgeUp platform unless expressly authorized in writing by EdgeUp Tech, Inc. and, where the content involves a minor, by the minor's parent or legal guardian.

6.3 No External Sharing Without Consent

You may not share, post, publish, broadcast, or otherwise distribute any feedback video outside the EdgeUp platform without the explicit prior written consent of the Emerging Athlete's parent or legal guardian, or the Emerging Athlete themselves if they are 18 or older. This restriction applies regardless of whether the video shows the Emerging Athlete, your commentary only, or any portion thereof. Violation of this restriction may result in immediate permanent suspension, forfeiture of outstanding earnings to the extent permitted by law, and potential legal action.

6.4 Social Sharing With Consent

With appropriate consent as described in Section 6.3, you may share clips of your own commentary from feedback sessions. Any shared content must not depict or identify a minor without parental consent and must comply with the applicable social media platform's terms of service.

6.5 Your Profile Content

By submitting any content to EdgeUp, including your welcome video, profile information, and feedback videos, you grant EdgeUp Tech, Inc. a non-exclusive, royalty-free license to display and use that content within the platform for the purpose of operating the service. EdgeUp Tech, Inc. will not use your name, image, or likeness in external marketing without your separate written consent.

6.6 Confidentiality

You must treat all Emerging Athlete submissions, minor account information, feedback requests, and non-public platform information as confidential. You may use such information only to provide feedback through EdgeUp and for no other purpose.

6.7 No AI Training

EdgeUp Tech, Inc. does not use feedback videos involving minors to train artificial intelligence or machine learning models at launch. EdgeUp Tech, Inc. will not use feedback videos involving minors for AI model training without additional notice and, where required, appropriate consent. EdgeUp Tech, Inc. may update these Terms before introducing any AI-related use of feedback videos.

7. Community Standards, Child Safety, and Acceptable Use

7.1 General Standards

As a pro athlete on EdgeUp, you agree to:

- Treat all Emerging Athletes and their families with respect and professionalism.
- Ensure all feedback is constructive, age-appropriate, and tailored to the skill level of the Emerging Athlete.
- Never attempt to contact Emerging Athletes or their families outside the EdgeUp platform.
- Never share personal contact information with Emerging Athletes or their families through the platform.
- Never solicit additional payment or services outside the EdgeUp platform.
- Comply with all applicable laws, including those related to the protection of minors.

7.2 No Off-Platform Contact

You may not request, share, accept, or use personal contact information from any Emerging Athlete, parent, or guardian, including phone numbers, email addresses, mailing addresses, social media handles, direct messaging accounts, usernames, school addresses, team addresses, or other off-platform contact details. You may not invite or encourage any Emerging Athlete, parent, or guardian to communicate, pay, train, book, or transact with you outside EdgeUp.

7.3 Special Protections for Minors

You acknowledge that many Emerging Athletes may be minors. All interactions with minors must remain professional, age-appropriate, platform-limited, and related solely to the requested

athletic feedback. Any attempt to initiate private, personal, romantic, sexual, exploitative, manipulative, or off-platform communication with a minor is strictly prohibited and may result in immediate permanent suspension, forfeiture of pending earnings to the extent permitted by law, and referral to law enforcement or appropriate authorities.

7.4 Mandatory Reporting

You must immediately report to EdgeUp Tech, Inc. any submitted content, communication, request, or behavior that appears to involve abuse, exploitation, self-harm, illegal activity, grooming, harassment, or any risk to the safety or well-being of a minor. Reports should be made through EdgeUp's in-platform reporting tools or by contacting support@edgeup.co.

7.5 Content Moderation

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.

8. Non-Solicitation

8.1 No Competing Platform Restriction

EdgeUp Tech, Inc. does not restrict you from providing similar services on other platforms. You are free to work with other sports feedback, coaching, or mentorship platforms simultaneously.

8.2 No Solicitation of EdgeUp Users

For 12 months after your last interaction with an Emerging Athlete, parent, or guardian through EdgeUp, you may not knowingly solicit that person to purchase substantially similar video feedback, coaching, mentorship, evaluation, or training services outside EdgeUp, unless the relationship existed before your use of EdgeUp and was not created or expanded through EdgeUp.

9. Intellectual Property

EdgeUp Tech, Inc. owns all right, title, and interest in the EdgeUp platform, including its design, trademarks, software, and all content created by EdgeUp Tech, Inc. You may not reproduce, copy, or commercially exploit any part of the EdgeUp platform without written permission.

10. Account Suspension and Termination

10.1 Termination by You

You may deactivate your account at any time by contacting support@edgeup.co. Before deactivation, you must fulfill all pending session requests for which payment has been received. Failure to fulfill pending sessions before deactivating may result in refunds being issued and clawback of associated earnings.

10.2 Termination by EdgeUp Tech, Inc.

EdgeUp Tech, Inc. may suspend or terminate your account at any time for any reason, including but not limited to violation of these terms, inappropriate content or behavior, failure to meet

response obligations, or conduct that EdgeUp Tech, Inc. determines to be harmful to the platform, its users, or its reputation. Serious violations, including any child safety breach, will result in immediate permanent termination without notice.

10.3 Effect of Termination

Upon termination, your profile and access to the platform will be removed. Any earnings accrued for completed sessions prior to termination will be paid out subject to any applicable clawbacks. EdgeUp Tech, Inc. has no obligation to retain your content or data after account closure, subject to legal retention requirements.

11. Survival

Sections relating to payment obligations, clawbacks, taxes, content licenses, confidentiality, child safety, no external sharing, no off-platform contact, non-solicitation, intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, and any other provisions that by their nature should survive termination will survive termination of your account.

12. Disclaimers and Limitation of Liability

12.1 Platform Provided As-Is

EdgeUp Tech, Inc. provides the platform on an 'as is' and 'as available' basis without warranties of any kind, express or implied.

12.2 No Guarantee of Earnings

EdgeUp Tech, Inc. makes no guarantee regarding the volume of session requests you will receive, your earnings, or the continued availability of the platform. Your participation does not guarantee any minimum income. Demand for your services may vary and is not guaranteed.

12.3 Pro Responsibility for Feedback Content

You are solely responsible for the content, accuracy, and appropriateness of the feedback you provide. EdgeUp Tech, Inc. is not responsible for any injury, loss, or damage arising from an Emerging Athlete's reliance on your feedback.

12.4 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 platform fees retained by EdgeUp Tech, Inc. from your sessions in the 12 months preceding the claim. EdgeUp Tech, Inc. is not liable for any indirect, incidental, consequential, or punitive damages.

13. 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, the content of your feedback videos, your violation of these terms, or your violation of any third-party rights, including any claims related to child safety.

14. 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.

15. Dispute Resolution and Arbitration

15.1 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.

15.2 Binding Arbitration

If informal resolution is unsuccessful, any dispute arising from or relating to these terms or your use of the EdgeUp platform shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial 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.

15.3 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.

15.4 Governing Law

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

16. Miscellaneous

16.1 Entire Agreement

These terms, together with EdgeUp's 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 participation as a pro athlete on the platform.

16.2 Severability

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

16.3 No Waiver

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

16.4 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.

16.5 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.

16.6 Contact

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

These Pro Athlete 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.