

TERMS AND CONDITIONS – PROFESSIONAL “Meet the Pro”

Thank you for using our services at **MeetThePro.com** provided by the applicable entity identified in the respective section (“**MeetThePro.com**”, “We”, or “Us”). This is a legal agreement between you and us. Read the following agreement carefully. By accessing our platform and using the services provided, you are consenting to the present terms and conditions.

This Usage Agreement (the “Agreement”) sets forth the terms and conditions -which may be modified every so often- applicable to all services, direct or indirect (through providers), which are available online, through mobile devices, by e-mail or telephone. These terms and conditions govern the rights of usage of our Services, including restrictions of use, our right to charge you for our fee-based Services and your acceptance of the arbitration as a means to solve any dispute that may arise between you and us.

If you are under 18 years old you will not be able to make use of our Service or provide any personal information without the consent of your parents or guardians, which shall accept this Agreement and manage the service and the Software on behalf of the minor.

If there are different versions of the services provided by “**MeetThePro.com**,” the last version you have agreed upon constitutes the entire Agreement between us, superseding all previous versions.

Acceptance of this Agreement and Modifications

By logging in, surfing and using our Website and/or any of our available applications through any platform and/or making any reservations, you confirm that you have read, understood and agreed with the terms and conditions contained hereinafter. By using our services, you expressly accept the terms of this Agreement and you acknowledge that it is as legally binding as any other written contract. If you do not unconditionally agree with the terms of this Agreement in full, you must not use or access any of our Services.

In the event of any conflict between the Spanish version of this Agreement and any subsequent translation into any other language, the Spanish version shall govern and control. WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO MODIFY THIS AGREEMENT AND INCLUDE, IF NECESSARY, A PROVISION ON DISPUTE RESOLUTION AND CONFIDENTIAL ARBITRATION. For example, we may modify this Agreement pursuant to changes in legislation, services offered or other similar reasons. It is very important that the information on your account is kept up to date, including your e-mail address and other contact information. If important changes were to be made in this present Agreement, the usage Agreement of “**MeetThePro.com**” will be updated on our website.

If the use of our services were to be agreed upon for a specific period of time, the changes of this Agreement will be accepted by logging into your account and using our services or by modifying the services previously agreed upon. Thereby, with such

renewal of the subscription, the Agreement updated with the changes will enter into force. If you do not agree with the modified Agreement you shall reject the changes and our services will no longer be provided.

In case of free or complimentary Services, the changes in this Agreement will be considered as accepted by continuing the use of our services. If you reject the updated Agreement, it will be considered as a termination of the contract and all access and use of services must be discontinued.

Notwithstanding the foregoing, any changes in the Privacy Policy will be made in accordance with the process specified in the Privacy Policy itself.

Contract and Terms of Use

We are pleased to present this contract for the provision of services offered in “MeetThePro.com” for the professional athlete requiring the services. The contract and the terms of the services offered are solely for the use of the person that entered into a contract with us.

“**MeetThePro.com**” refers to the company MeetThePro.com Limited, incorporated under the legislation of the Republic of Uruguay, with registered offices at Rincon 487, Office 502, in Montevideo. Zip Code: 11000.

“Platform” means the application (app) and Website where the service is available. It belongs to, controlled, managed and kept by MEET THE PRO.

“Service” means the reservation service and calendar of meetings and matches, the meetings, etcetera, with the professionals whose representatives make available every so often.

“Professional” is the player that makes a living of playing a sport, who offers in the calendar the possibility of playing a match, meeting in a specific time and date, for a fee that he or she establishes.

The Service provided and its different variations are established in the tutorials of the Webpage.

It includes the liaison and intermediation with the chosen professionals, the time and date of the reservation and the meeting place agreed.

The list of professionals available, and the available time, days and places, are the ones the professionals provide to “**MeetThePro.com.**”

The reservations in the calendar and form of payment are those established on our webpage. The request of the services and the Reservation implies the acceptance of such, and of the conditions, set out on the webpage and in this present agreement.

From the moment you make your reservation and arrange one or more appointments for games/matches/meetings, we will only act as intermediaries between you and the professional, informing the details of the calendar and the reservation and sending out an acceptance e-mail or message on behalf of the professional.

Once you have indicated your availability to schedule games and matches we shall act only as intermediaries between yourself and the client, who is an enthusiast of the game you play professionally, by transmitting the information on your schedule entered into the Webpage and sending an acceptance e-mail or message to the client.

The professional Athlete sets the day, time and place of the game. **“MeetThePro.com”** does not take part in the fees, nor in the modification of agreed times and dates. These agreements are between the parties and are done in the predetermined form. The form of contact is established on the Webpage.

It is important to notice that the athlete has the option to choose the place where the game is to be held, which must be familiar to him, recommended to him or where the athlete has played or practice before.

The information added in order to provide our service is based on the information provided by the professionals. Despite our best efforts to provide an accurate service, we cannot verify or guarantee that the information provided is precise, complete, or correct. Neither are we responsible for errors, interruptions due to server crashes or repairs, updates and maintenance of our platform, inaccurate, misleading or false information, or lack of information. Each professional is responsible for the extent of all the information provided.

Our platform does not, by any means, promote, recommend or represent any of the professionals, or their qualification by international organizations of athletes.

Ranking of professionals:

The ranking of professionals that appear or may appear by default in our platform does not relate in any way with the ranking by professional organizations of athletes. It is created through an automatic ranking system (algorithm) and is based on various criteria, such as the popularity and friendliness of the professional among our visitors, the history of satisfied and happy users, the number of times the professional is available to play with enthusiasts or amateurs, meeting the scheduled appointments, etcetera.

Customer comments and photographs on professionals can be viewed on the information page on our platform, with the sole purpose of sharing your opinion about the services provided. **MeetThePro.com** may use them in whole or in part and at our sole discretion for marketing, promotion or service improvement. We reserve the right to adapt, reject or

delete comments that we believe are inappropriate, inconvenient, improper, vulgar, disrespectful, offensive or harmful, or of other similar nature, to the professional or other persons.

The professionals will allow pictures to be taken and to film the meetings or games, but they must agree with the type of images, quantity, opportunity, and angles of such. They will also have the right to consent before each photo is taken.

By uploading photos or other images to our system, by sending a comment for example, you certify, guarantee and confirm that you are in possession of the copyright of the photo or image and that you agree that **MeetThePro.com** uses that photo or image in its websites, apps and promotional materials, as well as in any publication it deems appropriate.

You grant **MeetThePro.com** a non-exclusive, universal, irrevocable, unconditional and permanent right, as well as the license to use, reproduce, display, have reproduce, distribute, sublicense, communicate and facilitate the photos/images in the manner deemed appropriate by **MeetThePro.com**.

By uploading this photos/images, the person uploading them accepts the legal and moral responsibility for any and all legal claims filed by a third party, arising from the use and display by **MeetThePro.com**. Likewise, **MeetThePro.com** does not own or endorse in any way the uploaded photos/images. The veracity, validity and right of use of the photos/images will be assumed by the person who uploaded the photo and it will never, in any case, be responsibility of **MeetThePro.com**. **MeetThePro.com** will not be liable or responsible for the photographs displayed.

The person who uploaded the photos/images guarantees that they do not contain any viruses, Trojans, or infected files, as well as any pornographic, illegal, obscene, offensive, objectionable or inappropriate material, and does not infringe the intellectual property rights, copyright or third party privacy. Any photo/image that does not meet the requirements mentioned above will not be published and may be removed by **MeetThePro.com** at any time and without prior notice.

Other requirements and restrictions:

Our service is available for personal and non-commercial use only. Therefore, its is not permitted to resell, deep-link, use, copy, monitor, download or reproduce the content, information, software, reservations or services available on our Platform for any activity or competitive purpose.

Commission: the commission for “**MeetThePro.com**” will be of 20% of what the professional athlete sets as a fee for the games.

Prices are final and include taxes. The rates are set by the professionals and may incur special restrictions or conditions.

Obvious errors are not binding.

DISCLAIMER

Neither we nor any of our directors, employees, representatives, subsidiaries, affiliate companies, distributors, affiliates, licensees, agents or other persons involved are liable for 1) loss, damages, special punitive damages, indirect or consequential damages, loss of production, loss or damage to customers and/or professionals or reputation and loss of claims; 2) any errors related to the description of the information included, such as the fees of each professional, availability on the calendar, internal rankings, etcetera; 3) services offered or provided by the professional; 4) losses, damages, expenses (direct, indirect, special, consequential, punitive, expectation, moral damage, consequential damage, loss of profit) suffered, contracted or paid arising or relating to the use, delay and/or unavailability of the Platform; 5) any kind of damage or loss, of any nature or kind such as personal property, death, property damage, or other damages, losses or expenses of any nature and kind, due to acts or statements, errors or infractions, negligence, deliberate professional misconduct, omissions, non-compliance, misrepresentation, contractual liability, non-contractual liability, attributable to the professional or other persons related to the professional whose services are available and/or are directly or indirectly offered or promoted in the platform.

In addition, and particularly, we are not responsible for cancellations of the professional or the client, or force majeure such as those indicated by way of example: illness of the customer or the professional, accidents suffered by the customer or the professional, transportation problems that make travel difficult, flight delays, fuel shortages, blocking of routes, or any problem of similar entity and nature that interfere with the arrival of the professional or the customer or with the service. Likewise, we are not responsible for the occurrence of other events such as –and by way of example- the non-availability of the establishment where the service is to be provided, impossibility of access to them, meteorological problems in the country where the service is to be provided at, such as and by way of example: rains, storms, hail, snowfall, earth movements, volcanoes, earthquakes. Neither are we liable for political problems in the country where the service is to be provided that prevent or hinder the service, such as turmoil, riots, uprisings, war, curfews, state of war, declaration of state of siege, national emergencies of any kind and nature, strikes, etcetera.

In the cases indicated above, and if both parties wishes to do so, the professional and the customer will be able to reschedule the appointment.

The term “Service Rights” refers to the scope and duration of the services acquired, as specified in the transaction documents that may include: information regarding the various calendars of the professionals, contact information of the professionals, record of payments made, down payments, reservations, the description page of a product from our

website, e-mail confirmation that we send you by contracting our services, or other transaction document available to you. If no scope of duration is specified in any of the documents aforementioned, the services correspond to a single user and for the agreed period.

The term “Requirements for Use of Service” refers to the requirements previously established on our website. While using our services you will be responsible for fulfilling the required criteria.

If the customer or user provides us with comments, information, opinions or suggestions regarding the Services provided or to be provided (what we consider “Comments”), we will be allowed to use your Comments without restriction, for any purpose and without any compensation for you.

Term of the Contract

The contract will be in force during the period in which the service is required and the corresponding service is provided.

We may terminate the service provided at our sole discretion if you breach the terms and conditions established on the webpage or in any way perform any act that disrupts the tranquility of the professionals, incur disrespectful acts or discourtesy towards them, perform any action that may be considered as harassment, carry out any action that may be considered illegal or against the regulations of the country or place where the service is provided, discredit the professional or people close to them or take any action contrary to the morals and/or good customs that may be considered offensive in the country where the service is provided. We may also terminate the service provided at our sole discretion if information regarding your personal background that we consider is not convenient for the professionals or the reputation of MeetThePro comes to our knowledge.

PAYMENT METHOD, CANCELLATION AND REFUNDS.

Payment Method:

Payments: payments will be made by bank transfer, PayPal or other agreed with the professional.

You shall be responsible for any incurred expenses as a result of your use of the services, such as any charges or penalties for exceeding the data transfer quota or minutes, or for using an international or national SMS service, taxes, etcetera.

Cancellation:

If you cancel a scheduled meeting you shall refund the money transferred, had that been the case, unless reasons of force majeure and the amateur agrees upon a new date for the meeting, match or game.

Refund:

If the customer or amateur cancels the meeting or match up to 30 days prior to the scheduled date, he or she shall be refunded for 100% of the agreed fee and no payments shall be made. If the amateur cancels between 30 and 11 days prior to the scheduled date, this platform shall pay the professional 10% of the fee agreed upon with the amateur. If the cancellation occurs within 10 days prior to the scheduled date, MeetThePro.com shall pay 50% of what the amateur has agreed to pay.

For more refund information and instructions please refer to our refund policy, available on our website.

We will periodically send you **MeetThePro.com** communications in relation to the Services provided (including e-mail, SMS/text and messages about the product) to keep you up-to-date with important information about your account, subscription or Service that you are entitled to receive. We may also send you commercial messages, such as special offers, promotions, contests or drawings and events, both ours and of selected third parties. You may unsubscribe from such commercial messages at any time as indicated in the Privacy Policy.

User Restrictions. In order to maintain the integrity of the Service and to make it available to our customers for their use, there are certain restrictions on what can be done with the Service. The Service provided is protected by National and International laws and treaties signed by the Republic of Uruguay and of the rest of world. Unless expressly authorized by us, you shall not reproduce nor distribute the Service or use the name. Otherwise, you might be subject to fines or any other sanctions foreseen in the civil or criminal laws of the relevant jurisdiction. The following is prohibited: adapt or modify the Service or create derivative works based on them; publish, sell, lease, rent, assign or transfer in any way the Service to another person; use the Service for any commercial purpose; circumvent Webpage technical protection measures; use the service for illegal purposes; or participate in any activity that interferes with the use of the Service by any other person.

Prohibition of the use of the logo: the use of the Logo, or any design, drawing, symbol that belongs to or it is used by "Meet the Pro", as well as linking to this web page, is strictly prohibited unless expressly authorized by us.

We have the right to terminate or suspend this Agreement, your account and/or your access to the Software at our sole discretion, if we determine that you have breached this Agreement.

Applicable Terms to Specific Services, Features, Products or Offers.

Services: Besides this Agreement, some of the Services you contract shall be subject to the Terms and Rights of the Service applicable to the services acquired published on our website. Security features shall be upgraded to avoid new threats, improve performance

or efficiency, and address other business concerns. You acknowledge that we may modify the functions and functionality of the Service during the term of the contract.

You are responsible for obtaining the necessary authorization from any third party that allows access to the Services for several users with tracking and monitoring features.

Identity and password management: you shall be responsible for your password security and all aspects regarding the security of your account. You must securely store your password and/or the encryption key of your account. Without these you may lose access to your data. You shall be solely responsible for any account activity, including any activity done by people using your account. In the event of unauthorized use or access to your account, you must inform us immediately. We shall not be liable for any loss caused by unauthorized use of your account or access to it. However, you may be held liable for any loss suffered by us or others due to unauthorized use. WE DO NOT HAVE ACCESS TO THE MAIN PASSWORDS AND WE CANNOT RECOVER YOUR ENCRYPTED DATA IF YOU FORGET THE MAIN PASSWORD OF ANY PRODUCT OR OF THE PASSWORD MANAGEMENT FUNCTION.

Supervision of Service: we and our partners may, although we are not obliged to do so, supervise and record sessions of the Services, including telephone calls and online sessions, in order to improve customer service, for training purposes and market research. You hereby grant us permission to monitor and record the Services and to use or disclose any information when deemed necessary to comply with any law, regulation or any other governmental request, as well as to be able to provide the Services to you and other users and to improve the quality of future Services. You hereby authorize us to combine your information with that of other users in a way that does not personally identify you or other users in order to improve the Services, provide training, meet marketing and promotional objectives and other business purposes.

Waiver of Group Judicial Proceedings and Binding Arbitration.

Acceptance of arbitration to resolve disputes: any lawsuit, litigation or controversy of any kind, regardless of its jurisdiction, legal remedy or action (the "Action") that is initiated by either you or us against the other party as a result of the Agreement or that is connected with it in any way, or the products or services that we provide (or any publicity of such products or services) shall be resolved, at the request of either party, through a process of binding and confidential arbitration. The acceptance of arbitration also includes: (a) lawsuits related to the applicability and interpretation of any of these arbitration provisions; (b) lawsuits filed by you and those filed on your behalf or in relation to you, for example, by an employee, representative, agent, predecessor, successor, heir, delegate or administrator; (c) lawsuits directly related to us and/or our parent companies, subsidiaries, successors, delegates, employees and agents; and (d) lawsuits initiated as part of a group judicial proceeding, a lawsuit with legal or other representation, and you hereby expressly accept and understand that the arbitration of such instances must be individual (not group nor representative) and that the arbitrator may grant relief only on an individual basis (not to the group nor representative). WE

HEREBY AGREE THAT A GROUP LAWSUITS, FILED BY LEGAL REPRESENTATION OR ANY OTHER WHATSOEVER, MAY NOT BE SUBJECT TO ARBITRATION NOR CAN BE BROUGHT BEFORE A JUDICIAL BODY. YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO FILE OR PARTICIPATE IN GROUP LAWSUITS, LAWSUITS WITH REPRESENTATION, LAWSUITS WITH LEGAL REPRESENTATION OR UNIFIED ARBITRATION ABOUT ANY SUBJECT REFERRED TO IN THE PRESENT ARBITRATION CLAUSE.

Notice of litigation: the party requesting the arbitration must notify the other party in writing at least 60 days before starting the process. The notice must be sent to legaldepartment@meetthepro.com, in care of: Legal Department. Said notice must include your name, address and contact information, as well as the facts of the dispute and the intended relief. Both You and us shall attempt to resolve any dispute through informal negotiation within 60 days as from the date that the Dispute Notice was sent. After 60 days, you or us can begin the arbitration process.

Administration of the arbitration: if the litigation is not settled through informal negotiation, any lawsuit, litigation or controversy shall be settled, at the request of either party, exclusively through binding arbitration under the laws of the Republic of Uruguay. YOU HEREBY WAIVE YOUR RIGHT TO LITIGATION (OR TO BE PART OF OR MEMBER OF ANY GROUP LAWSUITS) OF ANY DISPUTES IN COURTS BEFORE A JUDGE OR JURY. All disputes shall be settled individually in an arbitration instance and the process shall be confidential and neutral. The tribunal shall consist of three arbitrators, one arbitrator appointed by each party and the third appointed by the other two. The arbitrators appointed must have a minimum of 10 years of experience as lawyers, or shall be former or retired judges in accordance to the laws of the Republic of Uruguay. The arbitrators shall be bound by the terms of this Agreement and shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for litigation for Consumer-Related Disputes under the Laws of the Republic of Uruguay.

Except in the event of a lawsuit or counterclaim for an amount of less than USD25,000, the arbitrators shall submit a written, reasoned report to explain the reasoning behind their decision. All arbitration proceedings shall be conducted in Spanish. The laws of the Republic of Uruguay shall govern the interpretation, implementation and procedures for binding arbitration established in this Agreement.

The arbitration award shall be confidential and shall only be communicated as required to obtain a judicial ruling or otherwise required by law. We hereby agree that the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitral award shall only determine the rights and obligations between the parties and only with respect to the lawsuits subject to arbitration, but shall not have determine the rights and obligations in any other dispute.

Costs: the party initiating the arbitration will pay the initial costs for initiating the proceedings. All other costs and expenses shall be divided in accordance with the

arbitration rules. However, we shall give an advance or reimburse you for the initiating costs or other expenses should the arbitrator decide that you cannot bear the costs or upon your request if we decide there are reasonable grounds to act accordingly. Each party shall bear the expenses of its respective lawyers, experts and witnesses and others, regardless of whether it rules in favor of either party. However, one of the parties may be reimbursed for all the expenses incurred if the arbitrator decides so under the applicable legislation.

Right to Recourse to Temporary Measures: No clause in this Agreement shall be construed as a limitation or restriction of our right to resort to self-help measures or to comply with the legal process, or to obtain temporary measures by a competent judicial body; provided that either you or us have opted for arbitration for any litigation related to such provisional measures.

Conflicting Terms: in the event of a conflict between the Arbitration Regulation and this arbitration agreement, the present arbitration agreement shall prevail. If any provision of the present document is considered inapplicable or void, the validity of the remainder provisions of this agreement shall not be affected. However, it shall be considered that (a) should it be decided that the prohibition on group arbitrations is not valid, the entire arbitration agreement shall be considered null and void; and (b) should it be decided that the prohibition on arbitration for lawsuits with legal representation filed by a private attorney are not valid, the arbitration agreement shall be considered null and void solely with respect to such lawsuits. This arbitration agreement shall remain in effect upon termination or cancellation of this Agreement. In the event of a conflict between this agreement on arbitration and any other applicable provision in this matter, the present agreement on arbitration shall prevail.

JURY TRIAL WAIVER: SHOULD A LAWSUIT BE SETTLED IN COURT AND NOT THROUGH THE ARBITRATION PROCESS, WE HEREBY AGREE THAT IT SHALL NOT BE SETTLED IN A JURY TRIAL. WE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY LITIGATION RELATING TO THIS AGREEMENT OR ARISING OUT OF OR FROM ANY EQUIPMENT, PRODUCT AND/OR SERVICE PROVIDED (OR ANY ADVERTISING ABOUT ANY PRODUCT OR SERVICE). IN CASE OF LITIGATION, THIS PROVISION SHALL BE CONSIDERED AS WRITTEN CONSENT WITH RESPECT TO A TRIAL IN A JUDICIAL BODY.

Applicable Law. This Agreement, the use of the Software, the relationship between the parties and any litigation arising from or relating to the Agreement, including any dispute between you and us, shall be governed by and construed in accordance with the laws of the Republic of Uruguay.

Data Attacks. You hereby acknowledge that some security breaches involve data attacks. For example, there are viruses and other malware that: (i) delete or destroy your data (sometimes individual files and sometimes even the entire disk by damaging the boot drive or other key element); (ii) modify your files (like a malware attached to a file

that modifies it to allow its own execution and/or propagation); and (iii) encrypt files located on your hard drive (such as an ransomware that uses asymmetric encryption). The best way to protect against these types of attacks is to make frequent backups of your data on another device or location. That way, you will have another copy of the data that the attacking software has eliminated, modified or destroyed. Although we will make commercially reasonable efforts to remove malware or attacking viruses, you have the sole and exclusive responsibility of backing up all data and files stored on your device so that they can be restored in the event of an attack. Without a backup copy, it may not be possible to restore deleted, modified, or destroyed data. We shall not be responsible, nor shall be obliged to recover them, in case of loss of data or files, loss of use of systems or networks that result from data attacks.

Limitation of Liability. NEITHER WE, NOR OUR SUPPLIERS OF SERVICES OR AGENTS, SHALL BE LIABLE BEFORE YOU UNDER ANY CIRCUMSTANCES FOR THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) THEFT OF IDENTIFICATION INFORMATION; AND (C) DAMAGES FOR LOSS OF PROFITS, LOSS OF TRADE FUND, LOSS OF PERSONAL WAGES, WORK INTERRUPTION, DATA LEAK OR NEGLIGENCE OF ANY KIND, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGE. OUR TOTAL LIABILITY OR THAT OF OUR AFFILIATES, AGENTS, OR OTHER THIRD PARTY PROVIDERS TO YOU FOR DIRECT DAMAGES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE PRICE THAT YOU HAVE PAID FOR THE SERVICES, OR USD100 (OR THE EQUIVALENT AMOUNT IN THE LOCAL CURRENCY) IF YOU HAVE USED COURTESY SERVICES. You hereby accept the limitations of liability and acknowledge that should you decide not to accept this term, the price charged for the services shall be higher. This Agreement shall not limit your rights that under existing consumer protection laws or other applicable law that you cannot relinquish under contract in your jurisdiction.

Non-waiver. We will not waive any provision of this Agreement unless we do so in writing in a signed document.

Divisibility. Should it be decided that any part of this Agreement is not applicable, it shall be deemed to be omitted, and the remainder of the Agreement shall remain applicable in its entirety. HOWEVER, IT SHALL BE CONSIDERED THAT THE COVENANT ON ARBITRATION SHALL NOT APPLY FOR LAWSUITS FOR WHICH RESTRICTIONS ON GROUP PROCEEDINGS OR CONSOLIDATED ARBITRATIONS DO NOT APPLY BECAUSE THE APPLICABLE LAW DOES NOT ALLOW IT.

Entire Agreement This Agreement includes our Privacy Policy, as well as the applicable Terms of Service with respect to any service you purchase, all of which are part of this Agreement. This Agreement constitutes the entire agreement between you and us and governs your use of the services purchased under it. This Agreement supersedes any prior

agreement between you and us in connection with any Service, as well as any other communication, representation or publicity regarding the Service.

How to contact "MEET THE PRO.COM"

1. Technical support and customer service: <https://www.meetthepro.com>

2. Privacy:

THIS AGREEMENT SHALL NOT LIMIT ANY RIGHT UNDER THE EXISTING LAWS OF CONSUMER PROTECTION OR OTHER APPLICABLE CONSUMER PROTECTION LAW, WHICH CANNOT BE WAIVED BY CONTRACT IN ITS JURISDICTION.

TERMS AND CONDITIONS – AMATEUR “Meet the Pro”

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If you are under 18 years old you will not be able to make use of our Service or provide any personal information without the consent of your parents or guardians, which shall accept this Agreement and manage the service and the Software on behalf of the minor.

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Acceptance of this Agreement and Modifications

By logging in, surfing and using our Website and/or any of our available applications through any platform and/or making any reservations, you confirm that you have read, understood and agreed with the terms and conditions contained hereinafter. By using our services, you expressly accept the terms of this Agreement and you acknowledge that it is as legally binding as any other written contract. If you do not unconditionally agree with the terms of this Agreement in full, you must not use or access any of our Services.

In the event of any conflict between the Spanish version of this Agreement and any subsequent translation into any other language, the Spanish version shall govern and control. WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO MODIFY THIS AGREEMENT AND INCLUDE, IF NECESSARY, A PROVISION ON DISPUTE RESOLUTION AND CONFIDENTIAL ARBITRATION. For example, we may modify this Agreement pursuant to changes in legislation, services offered or other similar reasons. It is very important that the information on your account is kept up to date, including your e-mail address and other contact information. If important changes were to be made in this present Agreement, the usage Agreement of “**MeetThePro.com**” will be updated on our website.

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“Professional” is the player that makes a living of playing a sport, who offers in the calendar the possibility of playing a match, meeting in a specific time and date, for a fee that he or she establishes.

The Service provided and its different variations are established in the tutorials of the Webpage.

It includes the liaison and intermediation with the chosen professionals, the time and date of the reservation and the meeting place agreed.

The list of professionals available, and the available time, days and places, are the ones the professionals provide to “**MeetThePro.com.**”

The reservations in the calendar and form of payment are those established on our webpage. The request of the services and the Reservation implies the acceptance of such, and of the conditions, set out on the webpage and in this present agreement.

From the moment you make your reservation and arrange one or more appointments for games/matches/meetings, we will only act as intermediaries between you and the professional, informing the details of the calendar and the reservation and sending out an acceptance e-mail or message on behalf of the professional.

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Ranking of professionals:

The ranking of professionals that appear or may appear by default in our platform does not relate in any way with the ranking by professional organizations of athletes. It is

created through and automatic ranking system (algorithm) and is based on various criteria, such as the popularity and friendliness of the professional among our visitors, the history of satisfied and happy users, the number of times the professional is available to play with enthusiasts or amateurs, meeting the scheduled appointments, etcetera.

Customer comments on professionals can be viewed on the information page on our platform, with the sole purpose of sharing your opinion about the services provided. **MeetThePro.com** may use them in whole or in part and at our sole discretion for marketing, promotion or service improvement. We reserve the right to adapt, reject or delete comments that we believe are inappropriate, inconvenient, improper, vulgar, disrespectful, offensive or harmful, or of other similar nature, to the professional or other persons.

The professionals will allow pictures to be taken and to film the meetings or games, but they must agree with the type of images, quantity, opportunity, and angles of such. They will also have the right to consent before each photo is taken.

By uploading photos or other images to our system, by sending a comment for example, you certify, guarantee and confirm that you are in possession of the copyright of the photo or image and that you agree that **MeetThePro.com** uses that photo or image in its websites, apps and promotional materials, as well as in any publication it deems appropriate.

You grant **MeetThePro.com** a non-exclusive, universal, irrevocable, unconditional and permanent right, as well as the license to use, reproduce, display, have reproduce, distribute, sublicense, communicate and facilitate the photos/images in the manner deemed appropriate by **MeetThePro.com**.

By uploading this photos/images, the person uploading them accepts the legal and moral responsibility for any and all legal claims filed by a third party, arising from the use and display by **MeetThePro.com**. Likewise, **MeetThePro.com** does not own or endorse in any way the uploaded photos/images. The veracity, validity and right of use of the photos/images will be assumed by the person who uploaded the photo and it will never, in any case, be responsibility of **MeetThePro.com**. **MeetThePro.com** will not be liable or responsible for the photographs displayed.

The person who uploaded the photos/images guarantees that they do not contain any viruses, Trojans, or infected files, as well as any pornographic, illegal, obscene, offensive, objectionable or inappropriate material, and does not infringe the intellectual property rights, copyright or third party privacy. Any photo/image that does not meet the requirements mentioned above will not be published and may be removed by **MeetThePro.com** at any time and without prior notice.

Our service is available for personal and non-commercial use only. Therefore, its is not permitted to resell, deep-link, use, copy, monitor, download or reproduce the content,

information, software, reservations or services available on our Platform for any activity or competitive purpose.

Prices are final and include taxes. The rates are set by the professionals and may incur special restrictions or conditions.

Obvious errors are not binding.

DISCLAIMER

Neither we nor any of our directors, employees, representatives, subsidiaries, affiliate companies, distributors, affiliates, licensees, agents or other persons involved are liable for 1) loss, damages, special punitive damages, indirect or consequential damages, loss of production, loss or damage to customers or reputation and loss of claims; 2) any errors related to the description of the information included, such as the fees of each professional, availability on the calendar, internal rankings, etcetera; 3) services offered or provided by the professional; 4) losses, damages, expenses (direct, indirect, special, consequential, punitive, expectation, moral damage, consequential damage, loss of profit) suffered, contracted or paid arising or relating to the use, delay and/or unavailability of the Platform; 5) any kind of damage or loss, of any nature or kind such as personal property, death, property damage, or other damages, losses or expenses of any nature and kind, due to acts or statements, errors or infractions, negligence, deliberate professional misconduct, omissions, non-compliance, misrepresentation, contractual liability, non-contractual liability, attributable to the professional or other persons related to the professional whose services are available and/or are directly or indirectly offered or promoted in the platform.

In addition, and particularly, we are not responsible for cancellations of the professional or the client, or force majeure such as those indicated by way of example: illness of the customer or the professional, accidents suffered by the customer or the professional, transportation problems that make travel difficult, flight delays, fuel shortages, blocking of routes, or any problem of similar entity and nature that interfere with the arrival of the professional or the customer or with the service. Likewise, we are not responsible for the occurrence of other events such as –and by way of example- the non-availability of the establishment where the service is to be provided, impossibility of access to them, meteorological problems in the country where the service is to be provided at, such as and by way of example: rains, storms, hail, snowfall, earth movements, volcanoes, earthquakes. Neither are we liable for political problems in the country where the service is to be provided that prevent or hinder the service, such as turmoil, riots, uprisings, war, curfews, state of war, declaration of state of siege, national emergencies of any kind and nature, strikes, etcetera.

In the cases indicated above, and if both parties wishes to do so, the professional and the customer will be able to reschedule the appointment.

The term “Service Rights” refers to the scope and duration of the services acquired, as specified in the transaction documents that may include: information regarding the various calendars of the professionals, contact information of the professionals, record of payments made, down payments, reservations, the description page of a product from our website, e-mail confirmation that we send you by contracting our services, or other transaction document available to you. If no scope of duration is specified in any of the documents aforementioned, the services correspond to a single user and for the agreed period.

The term “Requirements for Use of Service” refers to the requirements previously established on our website. While using our services you will be responsible for fulfilling the required criteria.

If the customer or user provides us with comments, information, opinions or suggestions regarding the Services provided or to be provided (what we consider “Comments”), we will be allowed to use your Comments without restriction, for any purpose and without any compensation for you.

Term of the Contract

The contract will be in force during the period in which the service is required and the corresponding service is provided.

We may terminate the service provided at our sole discretion if you breach the terms and conditions established on the webpage or in any way perform any act that disrupts the tranquility of the professionals, incur disrespectful acts or discourtesy towards them, perform any action that may be considered as harassment, carry out any action that may be considered illegal or against the regulations of the country or place where the service is provided, discredit the professional or people close to them or take any action contrary to the morals and/or good customs that may be considered offensive in the country where the service is provided. We may also terminate the service provided at our sole discretion if information regarding your personal background that we consider is not convenient for the professionals or the reputation of MeetThePro comes to our knowledge.

PAYMENT METHOD, CANCELLATION AND REFUNDS.

Payment Method:

YOU HEREBY AGREE THAT WE MAY CHARGE YOUR DEBIT OR CREDIT CARD, OR ANY OTHER PAYMENT METHOD YOU HAVE PROVIDED FOR THE AMOUNTS OWED UNDER THIS AGREEMENT. YOU HEREBY AGREE TO NOTIFY US IMMEDIATELY OF ANY CHANGES IN THE CARD ACCOUNT NUMBER, EXPIRATION DATE OR ANY OTHER PAYMENT INFORMATION. REGARDING CREDIT OR DEBIT CARDS, YOU ARE FULLY AWARE AND AGREE THAT WE MAY UPDATE SUCH INFORMATION WITH THE ASSISTANCE OF THE ISSUER OF YOUR CARD AND OF THE RELEVANT CARD NETWORK, AND THAT WE MAY USE THAT UPDATED INFORMATION TO

COLLECT THE AMOUNTS OWED UNLESS THE CONTRACT IS TERMINATED UNDER THE ESTABLISHED CONDITIONS. YOUR REQUEST FOR SERVICES SHALL CONSTITUTE YOUR CONSENT TO COLLECT THE AMOUNTS OWED USING THE SELECTED PAYMENT METHOD OR THE CREDIT CARD.

You shall be responsible for any incurred expenses as a result of your use of the services, such as any charges or penalties for exceeding the data transfer quota or minutes, or for using an international or national SMS service, taxes, etcetera.

THE DEACTIVATION OF THE CREDIT OR DEBIT CARD SHALL DISCONTINUE THE USE OF THE SERVICES OFFERED AND/OR AGREED.

Cancellation:

Should you cancel a scheduled appointment there will be no retroactive refunds of paid subscription nor will the payments for the service provided that had been done prior to the date of the cancellation be refunded. When an agreed meeting is cancelled, you must pay the agreed fee, as well as the established fine.

Refund:

Given the specific nature of the services offered, a refund policy does not apply; since the customer selects a professional that he or she knows or should know. This agreement has the characteristics of the aleatory contracts.

However, if the customer or amateur cancels the meeting or match up to 30 days prior to the scheduled date, he or she shall be refunded for 100% of the agreed fee. If the cancellation occurs between 30 and 11 days prior to the scheduled date, the refund will be of 80%. If the cancellation occurs within 10 days prior to the scheduled date there will be no refunds. If there is evidence that the athlete or professional has not attended the event, 100% of the amount paid will be refunded.

For more refund information and instructions please refer to our refund policy, available on our website.

We will periodically send you **MeetThePro.com** communications in relation to the Services provided (including e-mail, SMS/text and messages about the product) to keep you up-to-date with important information about your account, subscription or Service that you are entitled to receive. We may also send you commercial messages, such as special offers, promotions, contests or drawings and events, both ours and of selected third parties. You may unsubscribe from such commercial messages at any time as indicated in the Privacy Policy.

User Restrictions. In order to maintain the integrity of the Service and to make it available to our customers for their use, there are certain restrictions on what can be done with the Service. The Service provided is protected by National and International laws and treaties signed by the Republic of Uruguay and of the rest of world. Unless expressly

authorized by us, you shall not reproduce nor distribute the Service or use the name. Otherwise, you might be subject to fines or any other sanctions foreseen in the civil or criminal laws of the relevant jurisdiction. The following is prohibited: adapt or modify the Service or create derivative works based on them; publish, sell, lease, rent, assign or transfer in any way the Service to another person; use the Service for any commercial purpose; circumvent Webpage technical protection measures; use the service for illegal purposes; or participate in any activity that interferes with the use of the Service by any other person.

Prohibition of the use of the logo: the use of the Logo, or any design, drawing, symbol that belongs to or it is used by "Meet the Pro", as well as linking to this web page, is strictly prohibited unless expressly authorized by us.

We have the right to terminate or suspend this Agreement, your account and/or your access to the Software at our sole discretion, if we determine that you have breached this Agreement.

Applicable Terms to Specific Services, Features, Products or Offers.

Services: Besides this Agreement, some of the Services you contract shall be subject to the Terms and Rights of the Service applicable to the services acquired published on our website. Security features shall be upgraded to avoid new threats, improve performance or efficiency, and address other business concerns. You acknowledge that we may modify the functions and functionality of the Service during the term of the contract.

You are responsible for obtaining the necessary authorization from any third party that allows access to the Services for several users with tracking and monitoring features.

Identity and password management: you shall be responsible for your password security and all aspects regarding the security of your account. You must securely store your password and/or the encryption key of your account. Without these you may lose access to your data. You shall be solely responsible for any account activity, including any activity done by people using your account. In the event of unauthorized use or access to your account, you must inform us immediately. We shall not be liable for any loss caused by unauthorized use of your account or access to it. However, you may be held liable for any loss suffered by us or others due to unauthorized use. WE DO NOT HAVE ACCESS TO THE MAIN PASSWORDS AND WE CANNOT RECOVER YOUR ENCRYPTED DATA IF YOU FORGET THE MAIN PASSWORD OF ANY PRODUCT OR OF THE PASSWORD MANAGEMENT FUNCTION.

Supervision of Service: we and our partners may, although we are not obliged to do so, supervise and record sessions of the Services, including telephone calls and online sessions, in order to improve customer service, for training purposes and market research. You hereby grant us permission to monitor and record the Services and to use or disclose any information when deemed necessary to comply with any law, regulation or any other governmental request, as well as to be able to provide the Services to you and other users

and to improve the quality of future Services. You hereby authorize us to combine your information with that of other users in a way that does not personally identify you or other users in order to improve the Services, provide training, meet marketing and promotional objectives and other business purposes.

Waiver of Group Judicial Proceedings and Binding Arbitration.

Acceptance of arbitration to resolve disputes: any lawsuit, litigation or controversy of any kind, regardless of its jurisprudence, legal remedy or action (the "Action") that is initiated by either you or us against the other party as a result of the Agreement or that is connected with it in any way, or the products or services that we provide (or any publicity of such products or services) shall be resolved, at the request of either party, through a process of binding and confidential arbitration. The acceptance of arbitration also includes: (a) lawsuits related to the applicability and interpretation of any of these arbitration provisions; (b) lawsuits filed by you and those filed on your behalf or in relation to you, for example, by an employee, representative, agent, predecessor, successor, heir, delegate or administrator; (c) lawsuits directly related to us and/or our parent companies, subsidiaries, successors, delegates, employees and agents; and (d) lawsuits initiated as part of a group judicial proceeding, a lawsuit with legal or other representation, and you hereby expressly accept and understand that the arbitration of such instances must be individual (not group nor representative) and that the arbitrator may grant relief only on an individual basis (not to the group nor representative). WE HEREBY AGREE THAT A GROUP LAWSUITS, FILED BY LEGAL REPRESENTATION OR ANY OTHER WHATSOEVER, MAY NOT BE SUBJECT TO ARBITRATION NOR CAN BE BROUGHT BEFORE A JUDICIAL BODY. YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO FILE OR PARTICIPATE IN GROUP LAWSUITS, LAWSUITS WITH REPRESENTATION, LAWSUITS WITH LEGAL REPRESENTATION OR UNIFIED ARBITRATION ABOUT ANY SUBJECT REFERRED TO IN THE PRESENT ARBITRATION CLAUSE.

Notice of litigation: the party requesting the arbitration must notify the other party in writing at least 60 days before starting the process. The notice must be sent to legaldepartment@meetthepro.com, in care of: Legal Department. Said notice must include your name, address and contact information, as well as the facts of the dispute and the intended relief. Both You and us shall attempt to resolve any dispute through informal negotiation within 60 days as from the date that the Dispute Notice was sent. After 60 days, you or us can begin the arbitration process.

Administration of the arbitration: if the litigation is not settled through informal negotiation, any lawsuit, litigation or controversy shall be settled, at the request of either party, exclusively through binding arbitration under the laws of the Republic of Uruguay. YOU HEREBY WAIVE YOUR RIGHT TO LITIGATION (OR TO BE PART OF OR MEMBER OF ANY GROUP LAWSUITS) OF ANY DISPUTES IN COURTS BEFORE A JUDGE OR JURY. All disputes shall be settled individually in an arbitration instance and the process shall be confidential and neutral. The tribunal shall consist of three arbitrators, one arbitrator appointed by each party and the third appointed by the

other two. The arbitrators appointed must have a minimum of 10 years of experience as lawyers, or shall be former or retired judges in accordance to the laws of the Republic of Uruguay. The arbitrators shall be bound by the terms of this Agreement and shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for litigation for Consumer-Related Disputes under the Laws of the Republic of Uruguay.

Except in the event of a lawsuit or counterclaim for an amount of less than USD25,000, the arbitrators shall submit a written, reasoned report to explain the reasoning behind their decision. All arbitration proceedings shall be conducted in Spanish. The laws of the Republic of Uruguay shall govern the interpretation, implementation and procedures for binding arbitration established in this Agreement.

The arbitration award shall be confidential and shall only be communicated as required to obtain a judicial ruling or otherwise required by law. We hereby agree that the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitral award shall only determine the rights and obligations between the parties and only with respect to the lawsuits subject to arbitration, but shall not have determine the rights and obligations in any other dispute.

Costs: the party initiating the arbitration will pay the initial costs for initiating the proceedings. All other costs and expenses shall be divided in accordance with the arbitration rules. However, we shall give an advance or reimburse you for the initiating costs or other expenses should the arbitrator decide that you cannot bear the costs or upon your request if we decide there are reasonable grounds to act accordingly. Each party shall bear the expenses of its respective lawyers, experts and witnesses and others, regardless of whether it rules in favor of either party. However, one of the parties may be reimbursed for all the expenses incurred if the arbitrator decides so under the applicable legislation.

Right to Recourse to Temporary Measures: No clause in this Agreement shall be construed as a limitation or restriction of our right to resort to self-help measures or to comply with the legal process, or to obtain temporary measures by a competent judicial body; provided that either you or us have opted for arbitration for any litigation related to such provisional measures.

Conflicting Terms: in the event of a conflict between the Arbitration Regulation and this arbitration agreement, the present arbitration agreement shall prevail. If any provision of the present document is considered inapplicable or void, the validity of the remainder provisions of this agreement shall not be affected. However, it shall be considered that (a) should it be decided that the prohibition on group arbitrations is not valid, the entire arbitration agreement shall be considered null and void; and (b) should it be decided that the prohibition on arbitration for lawsuits with legal representation filed by a private attorney are not valid, the arbitration agreement shall be considered null and void solely with respect to such lawsuits. This arbitration agreement shall remain in effect upon

termination or cancellation of this Agreement. In the event of a conflict between this agreement on arbitration and any other applicable provision in this matter, the present agreement on arbitration shall prevail.

JURY TRIAL WAIVER: SHOULD A LAWSUIT BE SETTLED IN COURT AND NOT THROUGH THE ARBITRATION PROCESS, WE HEREBY AGREE THAT IT SHALL NOT BE SETTLED IN A JURY TRIAL. WE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY LITIGATION RELATING TO THIS AGREEMENT OR ARISING OUT OF OR FROM ANY EQUIPMENT, PRODUCT AND/OR SERVICE PROVIDED (OR ANY ADVERTISING ABOUT ANY PRODUCT OR SERVICE). IN CASE OF LITIGATION, THIS PROVISION SHALL BE CONSIDERED AS WRITTEN CONSENT WITH RESPECT TO A TRIAL IN A JUDICIAL BODY.

Applicable Law. This Agreement, the use of the Software, the relationship between the parties and any litigation arising from or relating to the Agreement, including any dispute between you and us, shall be governed by and construed in accordance with the laws of the Republic of Uruguay.

Data Attacks. You hereby acknowledge that some security breaches involve data attacks. For example, there are viruses and other malware that: (i) delete or destroy your data (sometimes individual files and sometimes even the entire disk by damaging the boot drive or other key element); (ii) modify your files (like a malware attached to a file that modifies it to allow its own execution and/or propagation); and (iii) encrypt files located on your hard drive (such as an ransomware that uses asymmetric encryption). The best way to protect against these types of attacks is to make frequent backups of your data on another device or location. That way, you will have another copy of the data that the attacking software has eliminated, modified or destroyed. Although we will make commercially reasonable efforts to remove malware or attacking viruses, you have the sole and exclusive responsibility of backing up all data and files stored on your device so that they can be restored in the event of an attack. Without a backup copy, it may not be possible to restore deleted, modified, or destroyed data. We shall not be responsible, nor shall be obliged to recover them, in case of loss of data or files, loss of use of systems or networks that result from data attacks.

Limitation of Liability. NEITHER WE, NOR OUR SUPPLIERS OF SERVICES OR AGENTS, SHALL BE LIABLE BEFORE YOU UNDER ANY CIRCUMSTANCES FOR THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) THEFT OF IDENTIFICATION INFORMATION; AND (C) DAMAGES FOR LOSS OF PROFITS, LOSS OF TRADE FUND, LOSS OF PERSONAL WAGES, WORK INTERRUPTION, DATA LEAK OR NEGLIGENCE OF ANY KIND, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGE. OUR TOTAL LIABILITY OR THAT OF OUR AFFILIATES, AGENTS, OR OTHER THIRD PARTY PROVIDERS TO YOU FOR DIRECT DAMAGES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE PRICE THAT YOU HAVE PAID FOR THE SERVICES, OR USD100 (OR THE EQUIVALENT AMOUNT

IN THE LOCAL CURRENCY) IF YOU HAVE USED COURTESY SERVICES. You hereby accept the limitations of liability and acknowledge that should you decide not to accept this term, the price charged for the services shall be higher. This Agreement shall not limit your rights that under existing consumer protection laws or other applicable law that you cannot relinquish under contract in your jurisdiction.

Non-waiver. We will not waive any provision of this Agreement unless we do so in writing in a signed document.

Divisibility. Should it be decided that any part of this Agreement is not applicable, it shall be deemed to be omitted, and the remainder of the Agreement shall remain applicable in its entirety. HOWEVER, IT SHALL BE CONSIDERED THAT THE COVENANT ON ARBITRATION SHALL NOT APPLY FOR LAWSUITS FOR WHICH RESTRICTIONS ON GROUP PROCEEDINGS OR CONSOLIDATED ARBITRATIONS DO NOT APPLY BECAUSE THE APPLICABLE LAW DOES NOT ALLOW IT.

Entire Agreement This Agreement includes our Privacy Policy, as well as the applicable Terms of Service with respect to any service you purchase, all of which are part of this Agreement. This Agreement constitutes the entire agreement between you and us and governs your use of the services purchased under it. This Agreement supersedes any prior agreement between you and us in connection with any Service, as well as any other communication, representation or publicity regarding the Service.

How to contact "MEET THE PRO"

1. Technical support and customer service: <https://www.meetthepro.com>
2. Privacy:

THIS AGREEMENT SHALL NOT LIMIT ANY RIGHT UNDER THE EXISTING LAWS OF CONSUMER PROTECTION OR OTHER APPLICABLE CONSUMER PROTECTION LAW, WHICH CANNOT BE WAIVED BY CONTRACT IN ITS JURISDICTION.