REFREPS
TERMS OF SERVICE
Effective Date: June 19, 2026
Version: 1.3

THESE TERMS OF SERVICE, together with the **Terms & Conditions** (http://refreps.com/terms) and the **Privacy Policy** (http://refreps.com/terms), form a legal agreement (the "Agreement") between Ref Reps, LLC or its applicable subsidiaries or affiliates ("RefReps", "we" or "us") for the Services defined below and the educational institution, company, or organization ("You", "Customer", "End User", "Student", "Educator", "Parent", "Institution"or the "User") entering into this Agreement and identified on the registration of Your contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

These Terms of Service apply after clicking "I accept" in any available checkbox, by placing an order and paying for the Solution, by registering to use, using the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms & Conditions, and Privacy Policy and You will comply with such terms in connection with Your use of the Solution. You agree that (i) You are an employee, director, or agent of Subscriber; (ii) You have confirmed that the User has agreed to be bound to these Terms of Service, the Terms of Use, Privacy Policy, in addition to all policies referenced herein; and (iii) User has authorized You to use the Solution on its behalf.

ORDER OF PRECEDENCE

If there is any conflict between the documents that make up the Agreement, the order of precedence is: (1) the Data Processing Addendum (DPA) for matters relating to Personal Data Processing, (2) Any Order Form, Registration Page, Statement of Work, or other written ordering document between RefReps and Customer/Institution, (3) these Terms of Service (https://refreps.com/terms), (4) the Terms & Conditions / Terms of Use (https://refreps.com/terms), and (5) the Privacy Policy (https://refreps.com/terms) (which provides transparency and notice regarding RefReps' data practices). For the avoidance of doubt, the DPA applies only to Personal Data processed by RefReps as a processor on behalf of a Customer/Institution, and does not limit RefReps' processing as a controller as described in the Privacy Policy.

1. **THE SOLUTION.**
   RefReps has developed a web-based solution (the "Solution") that enables users

to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "RefReps Content") offered by RefReps through our website (the "Website") by registering. RefReps hereby grants User a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by User (each a designated "End User") to access and use the Solution, through the Website, solely for educational and training purposes. End Users may access the Solution and the RefReps Content in accordance with an access method offered by RefReps and selected by User. All End Users will be required to agree to the **Terms & Conditions** (https://www.refreps.com/terms) in order to access the Solution and the RefReps Content. Payments of applicable fees to RefReps are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.

2. **ADDITIONAL TERMS.**
All use of the Solution and RefReps Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and RefReps Content, including, without limitation, any prohibitions on distribution of the RefReps Content to students or third parties. User is responsible for its End Users' use of the Solution and the RefReps Content.

3. **ADDITIONAL SERVICES.**
RefReps may enhance and/or expand the features of the Solution from time to time at no additional cost to User, or may provide additional content, performance or features that may, but are not required to, be added by User at additional cost to User. Any professional services to be provided by RefReps to User in connection with the Solution shall be set forth in a separate Professional Services Agreement between RefReps and User.

4. **APPLICABLE PRIVACY LAW.**
Depending on the context, RefReps may act as (a) a data processor processing Personal Data on behalf of an educational institution or organization (the controller) under the DPA, or (b) a data controller for Personal Data collected directly through RefReps websites, applications, and commercial services, as described in the Privacy Policy (http://refreps.com/terms).

Customer/Institution is responsible for determining its lawful basis for processing, providing required notices, and obtaining any consents/authorizations required for end users where applicable. RefReps will process Personal Data in accordance with the Privacy Policy (http://refreps.com/terms) (where acting as controller) and the DPA (http://refreps.com/dpa) (where acting as processor), and will implement appropriate safeguards consistent with applicable law.

User is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). Depending on the context, ReFReps may act as (a) a processor processing Personal Data on behalf of Customer/Institution under the DPA, or (b) a controller for Personal Data collected directly through RefReps websites and services as described in the Privacy Policy (http://refreps.com/terms). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. RefReps acknowledges that in the course of User's use of the Services, End Users' Personally Identifiable Information may be disclosed to RefReps. RefReps agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. RefReps acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, RefReps agrees that under Applicable Privacy Law, officers, employees, and agents of RefReps who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to RefReps. RefReps and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services. RefReps shall enable User to maintain compliance with Applicable Privacy Law in connection with User's use of the Solution. For further information about RefReps' data privacy and security practices, please read our **Privacy Policy** (http://refreps.com/terms).

RefReps will notify Customer/Institution of a Personal Data Breach affecting Personal Data processed under the DPA without undue delay, consistent with the DPA.

5. **USER DATA.**

   All information concerning User ("User Data") and Personally Identifiable Information concerning End Users shall belong to User and shall be considered Confidential Information of User subject to the terms and conditions of this Agreement. User assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

   If RefReps receives a request from a data subject relating to Personal Data processed on behalf of a Customer/Institution, RefReps will promptly forward the request to the Customer/Institution (as controller) and reasonably assist as required by the DPA (http://refreps.com/dpa). Individuals may also consult the Privacy Policy (http://refreps.com/terms) for the appropriate request method and contacts.

   Where refReps acts as a processor, RefReps will not process Personal Data for purposes other than providing the Services except as permitted by the DPA and Customer/Institution's documented instructions(including use of aggregated/de-identified information where permitted).

   To exercise any of your data subject rights, you should fill in a **Data Request Form** (https://forms.gle/pbBXeLTMen8iB9v79) or contact RefReps Privacy Official (hype@refreps.com).

6. **REFREPS USE OF USER DATA.**

   As a service provider to User, RefReps will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable Information and User Data received by RefReps in connection with provision of the Solution to User. User acknowledges and agrees that RefReps has the right to use the Personally Identifiable Information and User Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and User Data will be used by RefReps for Research Purposes only in the

aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

7. **SUBPROCESSORS**

Customer/Institution authorizes RefReps to use subprocessors to deliver the Services. RefReps will maintain a list of subprocessors and provide notice of material changes as described in the DPA.

8. **AUDITS**

Any audit rights related to Personal Data processing are governed by the DPA.

9. **LOCATION OF SERVICES.**
We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Users who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.

10. **OWNERSHIP.**
No intellectual property rights of any kind are assigned or transferred to User under this Agreement. User is permitted to access and use the Solution, RefReps Content and any other materials provided hereunder only as expressly set forth in these Terms of Service. User is not permitted and shall have no right to use the Solution or RefReps Content for any purpose other than as set forth herein. User shall not challenge, or assist any person or entity in challenging, RefReps' right, title, and interest in the Solution and RefReps Content.
    1. Before using any content or materials in the Solution or RefReps Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by RefReps to use such content or materials outside of the Solution.
    2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant RefReps the right to make such third-party content available to End Users in the same manner and to the same extent as the RefReps Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.

11. **RESTRICTIONS ON USE.**
User shall not, and shall cause its peers, educators, parents, family, employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or RefReps Content; (b) decompiling, reverse engineering or disassembling the Solution or RefReps Content, (c) distributing or disclosing the Solution or RefReps Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or RefReps Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or RefReps Content. Your registration is subject to, and you are responsible for, compliance with **RefReps Export Control and Restricted Use Policy** and the export control and economic sanctions laws of the United States and other applicable jurisdictions ("**Export Laws**").

9.1**. INSTITUTION ACCESS AND EDUCATOR RESPONSIBILITIES**

To ensure equitable use of RefReps products and services, and in order to maintain compliance with its distribution model, Institution, ("Institution", is a term that embodies the following terms when referenced: organization, corporation, university, educational institute, school, high school, association, business, etc.) understand and agree to the following conditions to maintain continuous access to the RefReps Instructor Portal:

Instructor ("Instructor", otherwise referred to as a term that embodies the following terms when referenced: educator, teacher, account admin, etc.) and are granted access to the RefReps OES through Institution designation and are responsible for:

A. Managing their organization's use of RefReps content and materials via their instructor portal.
B. Distributing content and assigning materials digitally to individual learners connected to their organization.
C. Assigning RefReps Intro to Sports Officiating Education Courses and related materials through the OES system to specific learners.

9.2 **Seat License Usage**
Instructors and organizations acknowledge and agree to the following terms regarding seat license usage:

A. Each learner assigned a RefReps Intro to Sports Officiating Education Course requires the use of one (1) seat license per learner, per sport.

B. Seat licenses are intended for individual use and are essential for learners to access and consume RefReps content and materials.

C. A seat license is considered consumed once a learner completes the first module of any sport course assigned to them.

D. Once a seat license is consumed, it cannot be unassigned, removed, or transferred to another learner.

E. Unused seat licenses do not expire annually and will remain as credits on the organization's account until they are consumed by learners.

9.3 **Organization Minimum Seat License Purchasing Requirements**
Organizations utilizing RefReps are subject to the following conditions:

A. **Initial Purchase Requirements**: To receive complimentary instructor portal access, organizations must purchase a minimum of ten (10) seat licenses during the initial account activation.

B. **Low Balance Threshold**: Organization accounts with five (5) or fewer active seat licenses remaining as of June 15th of each calendar year may be subject to instructor portal(s) deactivation.

C. **Portal Deactivation**:
   a. Deactivated instructor portals will retain any active seat licenses within the organization's account.
   b. If the portal remains deactivated for two years (730 days) from the date of deactivation, all organization data, including active seat licenses, will be permanently deleted, and the organization account will be closed.

D. **Portal Reactivation**: Deactivated instructor portals may be reactivated by:
   a. Purchasing a minimum of ten (10) additional seat licenses;
   b. Subscribing to instructor-only access for $500 per sport; or
   c. Contacting RefReps at **support@refreps.com** or the designated representative to explore reactivation options.

These terms are designed to ensure the effective management of seat licenses and organizational access to the RefReps platform.

By utilizing the RefReps OES, users and organizations agree to adhere to these terms and conditions and to ensure all assigned users comply with platform requirements. RefReps reserves the right to enforce this policy and suspend or remove accounts if users and organizations are found to be in violation of the policies described herein.

12. **TERM AND TERMINATION.**
This Agreement shall remain in full force and effect unless and until terminated

earlier as provided in these Terms of Service. In the event that User commits a material breach of this Agreement (other than breach of its payment obligations, for which RefReps may terminate this Agreement immediately), RefReps may terminate this Agreement on five (5) business days' prior written notice to User; provided that User fails to cure such breach within such five (5) business day period. User may terminate this Agreement by (a) providing RefReps with no less than thirty (30) days' prior written notice or (b) ceasing all access to the Solution for twelve (12) months or longer. No sooner than one (1) year after User accepts these Terms of Service, RefReps may terminate this Agreement.

13. **EFFECT OF TERMINATION OR EXPIRATION.**

Upon termination, RefReps will delete or return Personal Data within 30 days upon termination of Services unless legally required to retain.. User's permission to use the Solution and RefReps Content shall end immediately upon any termination or expiration of this Agreement, and User shall immediately cease any use of the Solution or RefReps Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").

14. **CONFIDENTIALITY.**

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Userr. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

15. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. REFREPS DOES NOT WARRANT THE COMPLETENESS, ADEQUACY,

ACCURACY, OR USEFULNESS OF THE SOLUTION, THE REFREPS CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. REFREPS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, REFREPS MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF USER, (ii) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY REFREPS, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that RefReps may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

16. **LIABILITY.**
IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF REFREPS OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, RefReps' liability in such case will be limited to the greatest extent permitted by law.

17. **INDEMNIFICATION.**
RefReps shall indemnify, defend and hold harmless User from and against any and all liabilities, losses, damages, costs and expenses, including reasonable

attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. To the extent permitted by law, User shall indemnify, defend and hold harmless RefReps and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by User, except to the extent that such claim is subject to indemnification by RefReps hereunder.

18. **MISCELLANEOUS.**

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if User has entered into a separate written agreement with RefReps regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. User may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of RefReps, which consent RefReps may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.