

Terms of service

31 August 2026 · KvK 42082965 · P.J. Oudweg 41, 1314 CJ Almere

These terms of service are the own terms of Pro Season International B.V. They are inspired by common Dutch ICT and SaaS practice (including approaches found in NLdigital terms), but they are not a literal adoption of those terms. They are supplemented with sport- and youth-specific provisions.

Article 1. Definitions

In these terms of service, the following terms have the meanings set out below. Singular includes plural and vice versa where the context allows.

1.1 Account. The access to the Platform provided by Pro Season to the Customer, linked to the Customer's organisation.

1.2 Academy. A (commercial) training organisation that trains and develops youth players, regardless of legal form.

1.3 AI Addendum. The addendum published by Pro Season which sets out the rules on artificial intelligence within the Platform and forms part of the Agreement where applicable.

1.4 Assessment. Structured scores, criteria and comments recorded in the Platform by the Customer's Users about a Player.

1.5 Club administration. The data that the Customer records and maintains for training, selection, attendance, Assessments, parent communication, Club invoicing and other operational club purposes within the relationship with the Player. This includes, among other things, team allocations, training planning, attendance, Assessments, payer details and invoices issued by the Customer to Players or their parents, and internal notes by staff.

1.5a Club invoicing. The functionality with which the Customer prepares, sends and collects its own invoices to Players or their parents or legal guardians through the Platform, using a payment service provider. In Club invoicing the Customer is the contracting party and the beneficiary of those payments; Pro Season only facilitates (see Article 5.7).

1.6 Club sponsor content. Content (text, logo, banner or similar) that the Customer places or causes to be placed in the Platform about the Customer's own sponsors or partners, under an arrangement the Customer makes with that sponsor. This is a separate category from Platform advertising.

1.7 Third Party. Any natural or legal person that is not a Party to the Agreement and is not a User of the Customer. Scouts and professional clubs may be Third Parties when they are not the Customer itself.

1.8 Service. Access to and use of the Platform provided by Pro Season to the Customer, including related support as described in the Quotation or at the time of order.

1.9 User. A natural person who has access to the Platform by or on behalf of the Customer, including administrators, managers, coaches, team managers, players and (where applicable) parents or legal representatives.

1.10 Customer. The Academy, Club or other organisation that enters into the Agreement with Pro Season.

1.11 Quotation. Pro Season's written or digital offer to the Customer, including price, term, modules and any annexes.

1.12 Agreement. The agreement between Pro Season and the Customer for provision of the Service, consisting of the Quotation (or the digital order summary), these terms of service, the privacy policy to the extent relevant to

the contractual relationship, the data processing agreement, the AI Addendum, and any other annexes agreed in writing.

1.13 Parties. Pro Season and the Customer jointly.

1.14 Platform. Pro Season's software-as-a-service, including web and mobile applications, through which the Customer may use development data, Assessments, attendance, planning, communication and related functionality.

1.15 Platform advertising. Advertisements, sponsored banners or similar commercial placements shown on the Platform by Pro Season or by an advertiser authorised by Pro Season, other than Club sponsor content. This is a separate category from Club sponsor content.

1.16 Attendance. Data on presence or absence of Players at trainings, matches or other activities recorded via the Platform.

1.17 Pro Season. Pro Season International B.V., incorporated under the laws of the Netherlands, with its office at P.J. Oudweg 41, 1314 CJ Almere, the Netherlands, registered with the Dutch trade register under number 42082965, RSIN 869628616, VAT identification number NL869628616B01, trading as Pro Season.

1.18 Scout. A person or organisation (often on behalf of a professional club) that observes or evaluates Players for talent identification, recruitment or further development. Scouting is a separate category alongside sharing with Third Parties in general.

1.19 Player. A natural person about whom the Customer maintains data in the Platform in the capacity of an athlete (youth or senior).

1.20 Player passport or Profile. The set of identity and development data linked to a Player in the Platform, over which the Player (or, for minors, the legal representative) has control regarding sharing outside the own club context, as further set out in Article 12. This term is a product and contract demarcation; it does not replace roles under the GDPR.

1.21 Club. An amateur or youth sports association or comparable club organisation (the Dutch text uses "Vereniging"). Where the word "Club" forms part of another defined term — Club administration (1.5), Club invoicing (1.5a) and Club sponsor content (1.6) — it refers to the Customer generally, whether that Customer is an Academy or a Club.

1.22 Data Processing Agreement. The data processing agreement (DPA) between Pro Season and the Customer concerning the processing of personal data.

Article 2. Applicability

2.1 These terms of service apply to all Quotations, orders, subscriptions and Agreements under which Pro Season offers or provides the Service to a Customer, and to any use of the Platform by or on behalf of that Customer.

2.2 Deviations from these terms are valid only if agreed in writing (including email or a digital acceptance record) between the Parties.

2.3 The Customer's general purchasing terms or other terms are expressly rejected, unless Pro Season has accepted those terms in writing and expressly.

2.4 By signing a Quotation, by digital acceptance at checkout or order, or by starting to use the Service after these terms have been made available to the Customer, the Customer accepts these terms of service.

2.5 These terms are primarily aimed at Academies and Clubs as business Customers. If mandatory law qualifies the Customer (or a natural person entering into the Agreement) as a consumer, those mandatory provisions remain fully applicable. Pro Season may later publish a consumer annex. Until such an annex exists, mandatory consumer law prevails over conflicting provisions in these terms.

2.6 Use of additional modules (including scouting modules for professional clubs) may be subject to supplementary terms. In case of conflict between those supplementary terms and these terms of service, the supplementary terms prevail to the extent they concern that module.

Article 3. Formation of the Agreement

3.1 A Quotation from Pro Season is non-binding unless it states an acceptance period. The Quotation states at least the price, the term, the modules or package, and that these terms of service apply.

3.2 The Agreement is formed when: (a) the Customer accepts the Quotation in writing or digitally; or (b) the Customer completes the order in the online checkout and gives the required acceptances; or (c) the Parties otherwise agree in writing that the Service starts.

3.3 With every Quotation or online order, these terms of service are attached or made available digitally. If that delivery fails due to an administrative error, these terms still apply if the Customer reasonably knew or could have known of them via the website or prior correspondence, without prejudice to the Customer's right to object within a reasonable time. The preceding sentence does not apply if the Customer qualifies as a consumer under mandatory law; in that case the Customer may annul any provision that was not made available to it before or at the time the Agreement was formed.

3.3a Where the Customer is asked, in a Quotation, an order process or the Platform, to agree to a document, Pro Season makes that document available in full before that acceptance, in the language of the Quotation or order process. If it has not done so, no acceptance of that document is formed and Pro Season cannot rely on it. This applies in particular to the Data Processing Agreement.

3.4 Pro Season may refuse or suspend an order if payment information is incomplete, if there is reasonable doubt about the Customer's identity or creditworthiness, or if delivery would breach law or regulation.

Article 4. The Service

4.1 Pro Season grants the Customer a non-exclusive, non-transferable and non-sublicensable right to use the Platform during the term of the Agreement for the Customer's internal business or club purposes, within the agreed modules and usage limits.

4.2 The usage right in Article 4.1 is not exclusive. The Customer's subscription or Agreement does not give the Customer an exclusive right to offer paid access or extras to Players. Pro Season reserves the right to offer the Platform or paid extras (including in-app premium) directly to Players, or to their parents or legal guardians, including where that Player belongs to the Customer's organisation. This article only reserves that right; it is not a commitment that those extras are or will be available now or at any later time. Any such direct offer, if and when Pro Season makes it, is an arrangement between Pro Season and the relevant Player or parent or legal guardian, not an additional service the Customer purchases under this Agreement. This reserved right concerns offers by Pro Season itself and does not affect Article 5.7 (Club invoicing, where the Customer is the contracting party). As at the date of these terms, Pro Season does not offer any paid extras to Players or to their parents or legal guardians.

4.2a A direct offer as referred to in Article 4.2 is subject to the following limits: (a) the Customer cannot, on the basis of this Agreement, exclude or restrict such an offer or make it subject to its approval, and Pro Season owes the Customer no fee or share in respect of it, unless the Parties agree otherwise in writing; (b) a direct offer does not reduce the functionality that is part of the Customer's agreed package at that time; it can only add to it; (c) Pro Season will not use the Customer's Club administration to solicit for a direct offer without an independent lawful basis and without informing the Customer in advance; (d) where the offer is directed at a Player who is a minor, Pro Season will observe the statutory rules on representation and consent; the Customer is not required to organise, verify or retain that consent and is not liable for that offer; (e) Pro Season may be bound by the rules of the app store providers through which the mobile app is distributed; those rules may determine the form and the payment method of a direct offer; (f) before making a direct offer, Pro Season will update its privacy policy and, where necessary, put separate terms in place. This Agreement does not constitute consent by a Player or parent to such an offer.

4.3 The Platform is a multi-sport software platform for, among other things, youth development, Assessments, training planning, Attendance, communication, Club invoicing and related functionality. The precise functionality follows from the Quotation, the product description at the time of order, and Pro Season's current documentation. A component or module mentioned in these terms is available only if it is included in the Quotation or the order summary and if Pro Season actually offers it at that time. The mere mention of a subject in these terms does not create an entitlement to that functionality.

4.4 Pro Season will use reasonable efforts to keep the Platform available with due care. Unless agreed otherwise in writing, no specific availability commitment (SLA) is given. Planned maintenance will be announced in advance where reasonably possible.

4.5 Pro Season may change, improve or extend the Platform, provided that the core functionality the Customer may reasonably expect is not materially reduced without reasonable notice. In case of a material reduction that is detrimental to the Customer, the Customer may terminate the Agreement as of the effective date of the change, without prejudice to Article 9 (refunds).

4.6 Pro Season may engage third parties in delivering the Service (hosting, payment services, support, AI providers). For personal data, the Data Processing Agreement and the privacy policy apply.

4.7 The Customer is responsible for: (a) adequate devices, internet connectivity and browsers or apps; (b) managing User accounts, roles and passwords; (c) revoking access when a User leaves the organisation; (d) the accuracy and lawfulness of data entered by Users; (e) compliance with laws and regulations applicable to the Customer, including sports association rules and privacy law to the extent the Customer is a controller.

4.8 Pro Season is not a replacement for a federation or membership administration system, unless expressly agreed in the Quotation. The Customer remains responsible for its membership relationship and dues administration outside the Platform.

4.9 If an ambassador or implementation partner supports the Customer, the Customer may receive a separate invoice from that party for implementation work. That work falls outside this Agreement, unless Pro Season has expressly included that work in the Quotation. Questions about refunds of implementation fees invoiced by an ambassador must be directed to that ambassador.

4.10 End user terms. Pro Season may present Users with its own user or app terms on first use of an app or part of the Platform, and record that acceptance. Those terms govern only the relationship between Pro Season and that User personally. They do not change the Agreement with the Customer, do not reduce the Customer's rights and do not impose additional obligations on the Customer. They do not impose any payment obligation on a User, unless that User expressly and separately accepts a paid offer as referred to in Article 4.2. Where a User who is a minor accepts such terms, the statutory rules on the representation of minors continue to apply in full.

Article 5. Subscription, term and advance payment

5.1 The Service is provided on the basis of an annual subscription, unless the Quotation states a different term.

5.2 Pro Season's starting commercial model is full annual advance payment. The Customer pays the agreed annual fee in one instalment at the start of the term, or according to the payment instructions in the Quotation or checkout. Monthly payment is not offered at launch, unless the Parties later agree otherwise in writing and Pro Season makes that model available as a product.

5.3 There are two payment routes: (a) **Self-service / online checkout.** The Customer pays at order. Without successful payment, no active Account is provided. (b) **Direct sales via invoice.** Pro Season issues an invoice with a payment term of thirty (30) days, unless stated otherwise. In this route the Customer may receive access while the invoice is outstanding. Article 8 (non-payment) applies to this route.

5.4 Prices are exclusive of VAT/GST, unless expressly stated as inclusive. For Customers that cannot recover VAT, VAT is a real cost. Pro Season states in Quotations and invoices which amount is due.

5.5 Any handling fees, payment costs or surcharges charged by Pro Season are disclosed in advance in the Quotation, checkout or invoice. Pro Season complies with applicable prohibitions on surcharges for certain payment methods.

5.6 The prepaid annual fee is consideration for availability of the Service during the term, regardless of the Customer's actual level of use.

5.7 Club invoicing and payment facilitation. (a) If the Customer uses Club invoicing, the Customer is itself the contracting party of the Player or their parent or legal guardian, and the beneficiary of the payment. Pro Season is not a party to that agreement and is not a seller of the services offered by the Customer. (b) Payments are processed through an external payment service provider. The Customer enters into its own agreement with that provider and is bound by its terms. The provider may impose its own requirements regarding identification, payout

and risk management. (c) The Customer is responsible for the accuracy and lawfulness of the invoices it sends, for the underlying services, for VAT and other levies thereon, and for refunds, chargebacks and disputes with the Player or their parent. (d) Pro Season is never obliged to refund or compensate a Player, parent or legal guardian in connection with Club invoicing, and is never obliged to bear or reimburse chargebacks, reversals or related payment-provider costs. That applies even if the Customer has insufficient balance, credit or funds with the payment provider or is otherwise unable or unwilling to pay. Those risks sit entirely with the Customer. (e) Pro Season may charge a fee per transaction or per invoice for the use of Club invoicing. Its amount is disclosed in advance in accordance with Article 5.5. (f) Further conditions for Club invoicing, including payout terms and the handling of disputes between the Customer and the payer, are set out in supplementary module terms. Until those terms have been agreed with the Customer, the Customer cannot derive any rights from Club invoicing beyond this Article. The principle in (d) applies in any event. (g) In Club invoicing, Pro Season does not hold funds belonging to the Customer or to the payer and does not act as a payment service provider. Funds flow through the payment service provider directly to the Customer's account, subject to deduction of the fee referred to in (e). (h) Where the payer is a consumer, the Customer is responsible for complying with consumer law in that relationship, including information duties, any right of withdrawal and the rules on automatic renewal. Pro Season supplies technical functionality only and does not assess the content of the Customer's invoices.

Article 6. Automatic renewal

- 6.1** At the end of the term, the subscription renews automatically for successive periods of one (1) year, at the then-current price for the same or successor package, unless the Customer or Pro Season stops the renewal in time in accordance with this Article.
- 6.2** Before an automatic renewal, Pro Season informs the Customer of the renewal date, the (expected) renewal amount and how to cancel. This reminder is sent no later than thirty (30) days before the renewal date to the contact address provided by the Customer.
- 6.3** The Customer may stop automatic renewal via the function made available in the Platform, or in writing (including email) to Pro Season, before the end of the current term. If self-service is not yet available, written notice to the address or email published by Pro Season applies.
- 6.4** Stopping renewal ends the Agreement at the end of the current term that has already been paid or is due. Stopping renewal does not create a right to a refund of the remaining part of that term, except as provided in Article 9.
- 6.5** If mandatory law in the Customer's country imposes stricter requirements on tacit renewal (reminder, notice period, form), those requirements prevail.
- 6.6** Where the Customer qualifies as a consumer under mandatory law, or is entitled to comparable protection because its position is materially equivalent to that of a consumer, the Customer may terminate the Agreement at any time after a first tacit renewal, subject to a notice period of no more than one (1) month. In that case Pro Season refunds the undelivered part of the prepaid amount pro rata. The Customer need not observe any particular termination date or form, provided the termination is clear and traceable.

Article 7. Termination by the Customer

- 7.1** The Customer may terminate the Agreement as of the end of the current term by stopping renewal as set out in Article 6.
- 7.2** Mid-term termination by the Customer during a running prepaid term is possible, but does not create a right to a refund of the remaining part of the annual fee, except: (a) a valid withdrawal right under Article 9.2; (b) a written contrary agreement; or (c) a credit or freeze granted by Pro Season under Article 9.4.
- 7.3** Termination must be clear and traceable (Platform function, email or another channel accepted by Pro Season).

Article 8. Non-payment and suspension (invoice route)

8.1 This Article applies to the invoice route in Article 5.3(b). In self-service without payment, no active Service arises.

8.2 If the Customer fails to pay an outstanding invoice within the payment term, Pro Season may: (a) send a reminder; (b) send a formal demand with a final deadline; (c) after continued non-payment, suspend access to the Service; (d) upon continued non-payment, terminate the Agreement.

8.3 Suspension is announced in advance, unless immediate suspension is required because of abuse, a security risk or a legal obligation. During suspension, the payment obligation remains to the extent the invoice relates to the agreed term.

8.4 As an internal policy, Pro Season does not collect unpaid annual invoices via a bailiff or external collection agency. This is an internal policy choice and does not affect the Customer's payment obligation or Pro Season's right to suspend the Service or terminate the Agreement.

8.5 After payment is restored, Pro Season restores access within a reasonable time, unless the Agreement has already been terminated.

Article 9. Refunds, withdrawal and goodwill

9.1 Principle. The annual subscription is prepaid for a fixed term. After any applicable cooling-off period, there is in principle no right to cashback or a refund of the remaining annual fee when the Customer terminates or stops using the Service, except as set out in this Article.

9.2 Withdrawal right (consumers). If the Customer or contracting natural person is a consumer under mandatory law and a distance contract has been concluded, the statutory withdrawal right applies to the extent applicable. If the consumer has expressly requested immediate start of the Service and has consented to (partial) loss of the withdrawal right, Pro Season may charge or retain the pro rata part already used. Pro Season records those confirmations where legally required.

9.3 Termination or material default by Pro Season. If Pro Season terminates the Agreement without cause attributable to the Customer, or permanently discontinues the Service, Pro Season refunds the undelivered part of the prepaid term on a pro rata basis. The same applies if Pro Season materially defaults and fails to remedy within a reasonable time after written notice of default, to the extent rescission or partial termination follows.

9.4 Goodwill: freeze or credit. Instead of a cash refund, Pro Season may, solely at its discretion and under documented internal policy, freeze a remaining term or grant it as credit for a later season or later term. Goodwill is not a Customer right. Authority to grant it lies only with persons designated by Pro Season; ambassadors or external partners may not promise credit on behalf of Pro Season.

9.5 Implementation fee. There is no refund right for implementation work already performed. If that work was invoiced directly to the Customer by an ambassador, Pro Season is not a party to that refund request.

9.6 No refund upon breach. Upon termination for attributable default or breach of these terms by the Customer, no refund is due, without prejudice to mandatory law.

Article 10. Intellectual property

10.1 All intellectual property rights in the Platform, software, documentation, trademarks, templates, standard models and other materials of Pro Season vest in Pro Season or its licensors. The Customer obtains only the usage right in Article 4.

10.2 The Customer retains the rights it has in content that it or its Users enter into the Platform (texts, scores, own logos, own documents), without prejudice to the rights of Players, parents and Third Parties under applicable law, and without prejudice to Article 12.

10.3 The Customer grants Pro Season a limited licence to host, process, display and copy Customer content as needed to provide, secure and support the Service and to comply with legal obligations. This licence ends when the content is removed from the Platform, subject to statutory retention duties and backups with limited retention.

10.4 The Customer may not reverse engineer, decompile or attempt to derive the source code of the Platform, except to the extent mandatory law allows.

10.5 Pro Season may freely use Customer feedback or suggestions to improve the Service, without compensation, provided confidential Customer content is not disclosed publicly.

Article 11. Acceptable use

11.1 The Customer and its Users use the Platform only for lawful purposes consistent with the nature of the Service.

11.2 It is prohibited to: (a) use the Platform for unlawful, discriminatory, harassing or otherwise harmful content; (b) introduce malware, scrape beyond permitted interfaces, or attack availability or security; (c) grant access to unauthorised persons or share accounts in breach of the role structure; (d) process or share personal data of minors in breach of applicable law or the Data Processing Agreement; (e) enter Assessments or notes that contain clearly unnecessarily offensive, medical or otherwise impermissible information without a lawful basis; (f) use the Platform to mislead Players or parents about the origin or purpose of processing; (g) infringe intellectual property rights of Pro Season or Third Parties.

11.3 The Customer is responsible for the conduct of its Users, including volunteers. Pro Season may block accounts or remove content upon (suspected) breach, after prior warning where reasonable, unless immediate action is required.

11.4 The Customer indemnifies Pro Season against Third Party claims arising from content entered by the Customer's Users, to the extent those claims are not caused by an attributable default of Pro Season.

11.5 Reporting unlawful content. Anyone may report content stored via the Platform that they consider unlawful, using the contact address published on Pro Season's website. Pro Season confirms receipt, handles the report diligently and non-arbitrarily, informs the reporter of its decision and of the possibility to contest it, and informs the Customer where content of its Users is removed or disabled. Pro Season does not review content in advance and is under no obligation to actively search for unlawful content.

Article 12. Data demarcation: Player passport and Club administration

12.1 The Parties acknowledge the following demarcation, in plain language and as a contractual guideline for use of the Platform:

(a) **Player and Player passport/Profile.** The Player (or, for minors, the legal representative) owns their own Player passport/Profile in the sense that they control sharing of that passport outside the own club context (external visibility, scouting, other Third Parties), to the extent the Platform supports those functions and applicable law requires or permits it.

(b) **Club administration.** The Customer may lawfully maintain Club administration needed for training, selection, Attendance, Assessments, parent communication and other operational purposes within the relationship with the Player. "Player owns the passport" does not mean the Customer may not maintain a development or membership administration.

(c) **Pro Season.** For processing of personal data in the Platform, Pro Season typically acts as processor on behalf of the Customer as controller, as set out in the Data Processing Agreement. Different roles (for example Pro Season's own processing for billing, security or account management) are described in the privacy policy.

12.2 The exact boundary between "passport/Profile" and "Club administration" may be refined in the product. Until a finer definition exists, the following guideline applies: (a) the passport/Profile includes at least identity data, a basic sports profile, and visibility and sharing preferences managed by the Player or parent; (b) Club administration includes at least Attendance, Assessments, coach comments, team allocations and the Customer's internal planning data.

12.3 The Customer is responsible for what its Users (coaches, managers, volunteers) enter. Pro Season does not itself "judge" Players; scores and comments are Customer content.

12.4 In case of dual affiliation (for example a Player at a Club and an Academy), two separate processing operations may coexist. These terms do not exclude a later person-bound Player passport across organisations,

but do not regulate that mechanism now.

12.5 When a Player reaches the age of majority, control over passport choices shifts from the legal representative to the Player, to the extent the Platform and applicable law support that. The Customer's Club administration remains for as long as needed for the ongoing relationship.

12.6 Current state of the product. As at the date of these terms, the Player passport/Profile exists only within the Customer's own environment, and the Platform offers no functionality to share or carry a passport or profile across organisations. This Article describes the allocation of control and keeps later functionality open; it does not entitle the Customer, a Player or a parent to functionality that Pro Season does not offer, and does not oblige Pro Season to build it.

Article 13. Scouting

13.1 Scouting is an explicit, separate category of data use and sharing within or via the Platform. Scouting is not the same as sharing with Third Parties in general (Article 14).

13.2 The Platform may offer, or later offer, functionality through which: (a) a Customer (Academy or Club) may, under conditions, make Player data or summaries available to Scouts or professional clubs; (b) a professional club as Customer records its own scouting observations about Players who are not (necessarily) members of that club.

13.3 Sharing of Club or Player data with Scouts or professional clubs via the Platform takes place only after appropriate consent or approval from the required party or parties. Depending on the scenario and the mechanism to be designed later, those may include: the Player (from a certain age), the legal representative, and/or the Customer. These terms do not fix the mechanism, age thresholds or granularity; they keep that possibility open.

13.4 Withdrawal of a previously given approval for scouting access must remain conceptually possible, subject to what has already been lawfully processed or shared before withdrawal.

13.5 Pro Season does not silently link Player data to Third Party scouting databases without the approval referred to in 13.3.

13.6 A Scout's or professional club's own observations about a Player who is not a member of that club fall under the responsibility of that scouting organisation and under any supplementary scouting terms and processing arrangements. That is a different track from sharing Club administration of an Academy or Club.

13.7 As long as a concrete approval product is not live, the Customer may not assume that the Platform already supports scouting sharing. Conversely, no Party may infer from these terms that scouting sharing is permanently excluded.

13.8 Current state of the product. As at the date of these terms, the scouting functionality supports only the recording and consultation of observations within a single Customer's own environment. The Platform offers no functionality to make Player or Club data available via scouting to another Customer, to a Scout outside the own environment, or to a professional club. Paragraphs 13.2 to 13.6 describe the conditions that apply once Pro Season offers such functionality.

Article 14. Sharing with Third Parties (general)

14.1 Sharing with Third Parties is a separate category alongside scouting (Article 13). This Article concerns disclosure or making available of data to Third Parties other than via a scouting function, for example integrations, export to external systems at the Customer's request, or cooperation with the Customer's service providers.

14.2 Pro Season does not share personal data of Players or Users with Third Parties for those Third Parties' own purposes, except: (a) instruction or consent of the Customer or data subject, where lawful; (b) sub-processors under the Data Processing Agreement; (c) a legal obligation; (d) situations described in the privacy policy.

14.3 The Customer may share data from the Platform with Third Parties only to the extent it has its own lawful basis, and to the extent such sharing fits the demarcation in Article 12. The Customer remains responsible for sharing it organises outside the Platform (for example via email or messaging apps).

14.4 A blanket statement that "sharing is allowed" or "sharing is never allowed" does not apply. Sharing with Third Parties requires an appropriate purpose, a lawful basis and, where the Platform supports it, the applicable

approval.

Article 15. Club sponsor content

15.1 Club sponsor content is strictly separated from Platform advertising (Article 16). This Article covers only content of or on behalf of the Customer's sponsors.

15.2 If and when the Platform offers functionality to display Club sponsor content (for example a club banner or sponsor logo in a club environment): (a) the Customer is responsible for the arrangement with its sponsor, for the lawfulness of the content, and for any fees between Customer and sponsor; (b) Pro Season is not a party to that sponsor agreement, unless expressly agreed otherwise; (c) the Customer ensures Club sponsor content is suitable for the context, including youth context, and complies with applicable advertising and federation rules; (d) Pro Season may refuse or remove Club sponsor content that is unlawful, harms the security or reputation of the Platform, or breaches reasonable content standards (including alcohol, gambling or other categories unsuitable for youth, to the extent Pro Season applies such standards).

15.3 These terms do not oblige Pro Season to offer Club sponsor content now. They keep that possibility open without mixing it with Platform advertising.

Article 16. Platform advertising

16.1 Platform advertising is strictly separated from Club sponsor content (Article 15). This Article covers only advertisements or sponsored placements by or via Pro Season.

16.2 Pro Season may in the future show Platform advertising on the Platform. These terms do not promise that the Platform will "never contain advertisements", and they also do not already grant consent for a concrete advertising model without further communication.

16.3 If Pro Season introduces Platform advertising: (a) Pro Season informs Customers (and where needed Users) in a clear manner before or upon introduction; (b) stricter rules may apply to youth-facing screens or minor Users than to coach or board environments; (c) further advertising terms may apply that supplement these terms of service; (d) there is no silent consent via a hidden sentence in this Article; introduction requires appropriate transparency.

16.4 Platform advertising is not a licence for commercial reuse of personal data or images of minors outside the frameworks of the privacy policy, image policy and any separate consents.

Article 17. Privacy, youth and images

17.1 Processing of personal data is governed by the privacy policy and the Data Processing Agreement. In case of conflict regarding personal data, the Data Processing Agreement between the Parties prevails, and mandatory privacy law prevails in any event.

17.2 A large part of the data in the Platform may concern minors. The Customer exercises particular care with access, Attendance visibility among peers, Assessment wording and imagery.

17.3 Club use of images within the club community is not the same as reuse by Pro Season for marketing, or as sharing with Scouts or other Third Parties. For Pro Season marketing imagery, illustrative imagery or separately arranged reference cases apply in principle, as set out in Pro Season's image policy.

17.4 Parents or legal representatives are often the practical gatekeepers for minor Players. Where the Platform or the law requires parental consent or information, the Customer ensures that consent or information is organised appropriately, unless Pro Season performs that step in the product itself.

17.5 Current state of the product. As at the date of these terms, the Platform has no separate account or login role for parents or legal representatives. Parents appear in the Platform as a contact person and as a recipient of invoices under Club invoicing. Organising, recording and keeping parental consent withdrawable therefore takes place outside the Platform, by the Customer, unless Pro Season expressly offers functionality for it.

Article 18. Artificial intelligence (AI)

18.1 AI functionality within the Platform is governed by the AI Addendum. That Addendum forms part of the Agreement to the extent AI features are used or offered.

18.2 Key points, for information and without limiting the AI Addendum: (a) a human (coach, trainer, assessor) decides on Assessments of Players; AI supports and does not set a final score independently without human confirmation; (b) AI-generated content is disclosed as such where required; (c) Pro Season does not train AI models on customer content without separate express consent; (d) photorealistic AI images of minors are prohibited as set out in the AI Addendum.

18.3 In case of conflict between these terms of service and the AI Addendum on an AI-specific topic, the AI Addendum prevails.

18.4 Where the Customer deploys AI functionality, it does so under its own responsibility and ensures that its Users are sufficiently instructed about what the feature does and does not do, and that the output is reviewed by a human before it is shared with a Player or parent.

18.5 AI functionality is available only where it is included in the Quotation or order summary and enabled by Pro Season. Pro Season may change, restrict or discontinue an AI feature where law, a supplier or safety so requires. Where this removes a material part of the agreed package, Article 23.2 applies.

Article 19. Confidentiality

19.1 Each Party keeps the other Party's confidential information secret and uses it only to perform the Agreement, except for a legal obligation or prior written consent.

19.2 Confidential information does not include information that is public without breach, that was already lawfully in possession, or that was independently developed.

19.3 The confidentiality obligation continues for three (3) years after the end of the Agreement, or longer to the extent trade secrets or personal data so require.

Article 20. Liability

20.1 Pro Season is liable only for direct damage that is the immediate result of an attributable failure to perform the Agreement, to the extent that failure is not caused by force majeure.

20.2 Pro Season's total liability per contract year is limited to the amount the Customer paid to Pro Season for the relevant Service in the twelve (12) months preceding the event giving rise to liability (excluding VAT), capped at the subscription fee due for that year.

20.3 Liability for indirect damage is excluded. This includes, in any event: consequential damage, loss of profit, lost savings, loss of goodwill, damage from business interruption, and the cost of reconstituting data, except in case of intent or wilful recklessness by Pro Season.

20.4 The limitations in this Article do not apply to the extent damage results from intent or wilful recklessness by Pro Season, or to the extent mandatory law does not allow a limitation.

20.5 The Customer is responsible for making appropriate exports or its own backups of data critical to it, without prejudice to export rights at the end of the Agreement.

20.6 Claims must be notified to Pro Season in writing as soon as possible, and no later than twelve (12) months after the Customer became aware or could reasonably have become aware of the damage. If the Customer notifies later, the claim lapses only to the extent Pro Season's interests have been prejudiced by that late notice, for example in its ability to investigate or mitigate the damage.

20.7 Where the Customer qualifies as a consumer under mandatory law, or is entitled to comparable protection because its position is materially equivalent to that of a consumer, Article 20.6 does not apply and the statutory periods apply instead.

Article 21. Force majeure

21.1 Neither Party is obliged to perform if performance is prevented by force majeure. Force majeure includes, among other things: failures at utility or internet providers, outages of data centres or cloud services on which Pro Season reasonably depends, war, terrorism, natural disasters, epidemics, government measures, nationwide power failures, and labour disputes beyond the relevant Party's control.

21.2 If force majeure lasts longer than sixty (60) consecutive days, either Party may terminate the Agreement in writing without damages, without prejudice to a pro rata refund of prepaid amounts for the undelivered period if Pro Season cannot resume the Service.

Article 22. Term, end, export and deletion

22.1 The Agreement ends: (a) at the end of the term if renewal has been stopped; (b) by rescission or termination for attributable default; (c) by termination for non-payment as set out in Article 8; (d) by Pro Season discontinuing the Service as a whole, with reasonable notice where possible; (e) by mutual written consent.

22.2 After the end of the Agreement or of the paid term, the Customer receives a cooling-off period of thirty (30) days to export data that the Platform makes available for export. Customer data is not deleted during that cooling-off period.

22.2a Where the Platform does not provide for export of particular Customer data, Pro Season will, at the Customer's written request made within the cooling-off period, still provide that data in a commonly used, structured and machine-readable format. Pro Season may charge reasonable costs where the request requires substantial bespoke work, to the extent mandatory law permits charging for export or switching.

22.3 After the cooling-off period, Pro Season deletes or anonymises Customer data from production environments within the period stated in the Data Processing Agreement, subject to statutory retention duties and secured backups with limited retention. Instead of deletion, the Customer may request the return of the personal data in accordance with the Data Processing Agreement.

22.4 Export does not automatically include an unrestricted right to reuse all historical Assessment texts or media vis-à-vis Players or Third Parties; the Customer remains bound by privacy and image-rights limits.

22.5 Provisions that by their nature survive (including intellectual property, confidentiality, liability, indemnity and governing law) remain in force after termination.

Article 23. Changes to these terms

23.1 Pro Season may change these terms of service. For material changes, Pro Season informs the Customer reasonably in advance (for example by email or a notice in the Platform) and states the effective date.

23.2 If the Customer does not wish to accept a material change, the Customer may terminate the Agreement as of the effective date of the change, free of charge and with a pro rata refund of the prepaid amount for the period after that date. Use of the Service after that date constitutes acceptance, unless the Customer has terminated in time. Pro Season announces a material change at least thirty (30) days in advance and points out this termination right in that announcement.

23.2a A change may not unilaterally alter the core of the Service or the price for a term already paid to the Customer's detriment. For that term the agreed price and agreed package continue to apply, subject to statutory obligations. A new price may only take effect on renewal, in accordance with Articles 6.1 and 6.2.

23.3 For changes that are solely legally required, a shorter notice period may apply.

Article 24. Order of precedence

24.1 In case of conflict between documents forming part of the Agreement, the following order applies (higher prevails over lower), unless expressly stated otherwise:

1. the signed or digitally accepted Quotation or order summary, to the extent it expressly derogates from these terms;

2. the Data Processing Agreement, to the extent it concerns processing of personal data;
3. the AI Addendum, to the extent it concerns AI-specific topics;
4. supplementary module terms (for example scouting terms);
5. these terms of service;
6. the privacy policy and other informational documents, to the extent contractually relevant.

24.2 Specific written arrangements in the Quotation therefore prevail over general provisions in these terms, but only for the subject expressly regulated therein.

24.3 Mandatory law always prevails over contractual order of precedence.

Article 25. Governing law and forum

25.1 These terms of service and the Agreement are governed by the laws of the Netherlands.

25.2 Disputes arising out of or in connection with the Agreement shall be submitted to the competent court in the judicial district where Pro Season has its statutory seat, unless mandatory law prescribes another forum (for example in favour of a consumer).

25.3 The Parties will first attempt to resolve a dispute amicably before starting proceedings, without this being a condition for interim relief.

Article 26. Final provisions

26.1 If any provision of these terms is void or voidable, the remaining provisions remain in force. The Parties replace the provision with a valid provision that approximates the original intent as closely as possible.

26.2 Failure by Pro Season to exercise a right does not constitute a waiver of that right.

26.3 The Customer may not assign rights or obligations under the Agreement without Pro Season's prior written consent, except to a legal successor of the Customer's entire organisation. Pro Season may assign the Agreement to a group company or to an acquirer of (part of) its business, with notice to the Customer.

26.4 These terms are prepared in Dutch. This English version, as published by Pro Season, is an equivalent translation for international Customers. In case of interpretation differences between NL and EN, the Dutch text prevails, unless the Agreement expressly designates the English text as controlling.

26.5 Contact for questions about these terms: via the contact details stated in the Quotation or on the Pro Season website.

End of the terms of service (version 0.2-draft, 31 August 2026).