

TERMS OF USE

Welcome to our Website. By continuing to browse or otherwise access this Website, you agree to comply with and be bound by the following Terms of Use, which govern the Company's relationship with you in relation to this Website.

1. **Interpretation.** The terms "Company", "us", "our" and "we" refer to CKM SportWork Connecting Inc., whose office is located at 201-555 West Georgia Street, Vancouver, British Columbia, Canada V6B 1Z6. The terms "you" and "your" refer to the user or viewer of our Website. The term "Website" refers to the connected group of pages maintained by us at www.sportworkconnect.com (but, for certainty, does not include any other websites or pages, including those that may link to the Website, such as eliteprospects.com).
2. **Purpose and Services.** The purpose of the Website is to act as a conduit to connect ice hockey players with ice hockey teams with respect to playing opportunities in ice hockey leagues around the world. Representations made regarding services provided by such hockey players and hockey teams are and will be made by such parties and not the Company. The Company will not have any authority to bind or commit a hockey player or a hockey team, but will earn a fee in the event that a hockey player and a hockey team enter into an agreement as a result of using the Website. Such fee (together with all applicable taxes) will be payable by the hockey team on a monthly basis over the term of the contract (and any renewal thereof) or as may otherwise be required by the Company and agreed to by the hockey team from time to time. The Company will not be liable or responsible in any manner for any dealings between hockey players and hockey teams before or after the formation of an agreement between such parties. You agree that any opportunities identified or provided through the Website will be completed exclusively on and through the Website and that you will not do anything, directly or indirectly, that is intended to or has the effect of circumventing the services provided through the Website. You acknowledge and confirm that you are not bound by any law or contract (including a contract with an agent or other advisor or intermediary) that prevents or limits your ability to use the Website or that does or may expose the Company to any third party claims or liability.
3. **Website Use and Content.** The content of the Website is subject to change without notice. Your use of any information or materials on this Website is entirely at your own risk, for which we will not be liable; it will be your own responsibility to ensure that any services or information available through this Website meet your specific requirements. This Website contains material which is owned by or licensed to us that includes the design, layout, look, appearance, graphics and data. Reproduction of the Website or any portion thereof is strictly prohibited. Unauthorized use of this Website may give rise to a claim for damages and/or constitute a criminal offence. From time to time, this Website may also include links to other Websites (including eliteprospects.com); these links are provided for your convenience to provide further information and do not signify that we endorse such Websites and we have no responsibility for the content of such Websites.
4. **Registration and Password.** You are responsible to maintain the confidentiality of your password and other authentication particulars that are necessary or desirable in connection with the Website. You agree to immediately notify the Company of any unauthorized use of your user account or password. We reserve the right to limit or cancel your registration and use of the Website at any time for any reason.
5. **Conduct.** You agree, in using this Website or any service provided by us, that you will not:
(a) provide any content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortuous, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic or interfere or interrupt the Website or any service provided; (b) provide or use this Website and any content in any manner that would involve junk mail, spam, chain letters or any other form of unauthorized advertising without the Company's prior written consent; or (c) provide any information that is not truthful or accurate in all respects. You agree to promptly provide us with all information and documentation that we may reasonably request from time to time in connection with your use of the Website and the services provided through the Website. You also agree to at all

times act in good faith with the Company and other users of the Website (including hockey players and hockey teams).

6. **Indemnification.** You agree to indemnify and hold the Company and its subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers and partners harmless from any claim or demand, including reasonable legal fees, that may be made by any third party that is due to or arising out of your conduct or connection with this Website or service, your violation of these Terms of Use or any other violation of the rights of another person or party.
7. **Disclaimer of Warranties for Service.** You understand and agree that use of this Website and any services or content provided is made available and provided to you at your own risk. The Company expressly disclaims all warranties of any kind, implied or expressed.
8. **Limitation of Liability.** You expressly understand and agree that the Company will not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including damages for loss of profits, goodwill, use, data or other intangible loss, resulting from or arising out of your use of the Website. Any liability of the Company in any way connected with services provided to you, your use of the Website or otherwise, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, will be limited to an amount equal to fees actually paid by you to the Company in consideration for such use or services.
9. **Reservation of Rights.** The Company reserves all of its rights, including any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that the Company may have in the Website, its content, and the goods and services that may be provided by or through the Company. The use of the Company's rights and property requires the Company's prior written consent. Without limiting the generality of the foregoing, we are not providing you with any implied or express licenses or rights by making services available and you will have no rights to make any commercial uses of our Website or service without the Company's prior written consent.
10. **Miscellaneous.** In the event that these Terms of Use conflict with any law under which any provision may be held invalid by a court with competent jurisdiction, such provision will be interpreted to reflect the original intentions of the Terms of Use in accordance with applicable law, and the remainder of these Terms of Use will remain valid and intact. The failure of you or the Company to assert any right under these Terms of Use will not be considered a waiver of any that person's right and that right will remain in full force and effect. We may assign or subcontract our rights and obligations under these Terms of Use and upon such assignment we will be relieved of any further obligation. Without limiting the generality of the foregoing, you acknowledge and agree that CKM Sports Management Ltd. and other affiliates of the Company may provide some or all services on behalf of the Company.
11. **Applicable Law.** These Terms of Use, as well as your use of this Website and any dispute arising out of such use or misuse of the Website or services, will be governed by and construed, interpreted and enforced in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein. By registering or using this Website and service, you consent and submit to the exclusive jurisdiction of the province of British Columbia with respect to any matter arising from or relating to these Terms of Use and your use of this Website.

GDPR UPDATE: MAY 25TH 2018:

1. INFORMATION WE COLLECT AND HOW WE USE IT

We may collect and store information about you in connection with your use of the Service, including any information you transmit to or through the Service. We use that information to provide the Service's functionality, fulfill your requests, improve the Service's quality, engage in research and analysis relating to the Service, personalize your experience, track usage of the Service, provide feedback to third party businesses that are listed on the Service such as Teams, Agents, and Scouts, display relevant advertising, market the Service, provide customer support, message you, back up our systems, allow for disaster recovery, enhance the security of the Service, and comply with legal obligations. Even when we do not retain

such information, it still must be transmitted to our servers initially and stored long enough to process.

Please also note:

- a. **Account Information:** If you create a SportWork account, we may store and use the information you provide during that process, such as your full name, email address, physical address, and other information you may provide with your account, such as your gender, phone number, and birth date. We may publicly display your first name and last initial, as well as any photo or other content you submit through the registration process, as part of your account profile. You can modify some of the information associated with your account through your 'My Account' page. If you believe that someone has created an unauthorized account depicting you or your likeness, you can request its removal by flagging it.
- b. **Public Content:** Your contributions to the Service are intended for the Hockey community's consumption and are therefore viewable by Teams, Agents, Team Staff, Players including your photos, ratings, stats, lists, collections, references, and applications.
- c. **Contacts:** You can invite others to join by providing us with their contact information, or by allowing us to access your contacts from your computer, mobile device, or third party sites to select which individuals you want to invite. If you allow us to access your contacts, we may transmit that information to our servers long enough to process your invitations.
- d. **Communications:** When you sign up for an account or use certain features, you are opting to receive messages from other users, businesses, and SportWork. We may also track your actions in response to the messages you receive from us or through the Service, such as whether you deleted, opened, or forwarded such messages. If you exchange messages with others through the Service, we may store them in order to process and deliver them, allow you to manage them, and we may review and disclose them in connection with investigations related to use of the Service, as well as our efforts to improve the Service. If you are a representative of a business listed on SportWork, we may contact you, including by phone or email, using the contact information you provide us, make publicly available, or that we have on record for your business. Our calls with you may be monitored and recorded for quality purposes.
- e. **Transactions:** If you initiate a transaction through the Service, such as a contract or purchase, we may collect and store information about you, such as your name, phone number, address, email, and payment information (such as a credit card number and expiration date), as well as any other information you provide to us, in order to process your transaction, send communications about them to you, and populate forms for future transactions. This information may be shared with third parties, and third parties may share such information with us, for the same purposes. When you submit credit card numbers, we encrypt that information using industry standard technology.
- f. **Activity:** We may store information about your use of the Service, such as your search activity, the pages you view, the date and time of your visit, and purchases you make through the Service. We also may store information that your computer or mobile device may provide to us in connection with your use of the Service, such as your browser type, type of computer or mobile device, browser language, IP address, WiFi information such as SSID, mobile carrier, phone number, unique device identifier, advertising identifier, location (including geolocation, beacon based location, and GPS location), and requested and referring URLs. We may also receive and store your location whenever our mobile applications are running, including when running in the background, if you enable our mobile apps to access such information in the course of using the Service. You may be able to limit or disallow our use of certain location data through your device or browser settings, for example by adjusting the "Location Services" settings for our applications in iOS privacy settings.

- g. **Different Devices:** You may access the Service through different devices (e.g., your mobile phone or desktop computer) and different platforms (e.g., the SportWork website). The information that we collect and store through those different uses may be cross-referenced and combined, and your contributions through one SportWork platform will typically be similarly visible and accessible through all other SportWork platforms.

2. COOKIES

We, and third parties with whom we partner, may use cookies, web beacons, tags, scripts, local shared objects such as HTML5 and Flash (sometimes called "flash cookies"), advertising identifiers (including mobile identifiers such as Apple's IDFA or Google's Advertising ID) and similar technology ("**Cookies**") in connection with your use of the Service, third party websites, and mobile applications. Cookies may have unique identifiers, and reside, among other places, on your computer or mobile device, in emails we send to you, and on our web pages. Cookies may transmit information about you and your use of the Service, such as your browser type, search preferences, IP address, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use.

Cookies may be persistent or stored only during an individual session.

The purposes for which we use Cookies in the Service include:

Processes Intended to make the Service work in the way you expect. For example, we use a Cookie that tells us whether you have already signed up for an account.

Authentication, Security, and Compliance Intended to prevent fraud, protect your data from unauthorized parties, and comply with legal requirements. For example, we use Cookies to determine if you are logged in.

Preferences Intended to remember information about how you prefer the Service to behave and look. For example, we use a Cookie that tells us whether you have declined to allow us to send push notifications to your phone.

Notifications Intended to allow or prevent notices of information or options that we think could improve your use of the Service. For example, we use a Cookie that stops us from showing you the signup notification if you have already seen it.

Advertising Intended to make advertising more relevant to users and more valuable to advertisers. For example, we may use Cookies to serve you interest-based ads, such as ads that are displayed to you based on your visits to other websites, or to tell us if you have recently clicked on an ad.

Analytics Intended to help us understand how visitors use the Service. For example, we use a Cookie that tells us how our search suggestions correlate to your interactions with the search page.

You can set some Cookie preferences through your device or browser settings, but doing so may affect the functionality of the Service. The method for disabling Cookies may vary by device and browser, but can usually be found in your device or browser preferences or security settings. For example, iOS and Android devices each have settings which are designed to limit forms of ad tracking. For flash cookies, you can manage your privacy settings by clicking [here](#). Please note that changing any of these settings does not prevent the display of certain advertisements to you.

3. THIRD PARTIES

Third parties may receive information about you as follows:

- a. **Advertisers:** We may allow third parties to use Cookies through the Service to collect the same type of information for the same purposes as we do. In doing so, we adhere to the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising. Third parties may be able to associate the information they collect with other information they have about you from other sources. We do not necessarily have access to or control over the Cookies they use, but you may be able to opt out of some of their practices by

visiting the following links: [Network Advertising Initiative](#), [Omniure](#), [Digital Advertising Alliance](#) and [PrivacyChoice](#). Please note that opting out does not prevent the display of all advertisements to you. Additionally, we may share non-personally identifiable information from or about you with third parties, such as location data, advertising identifiers, or a cryptographic hash of a common account identifier (such as an email address) to facilitate the display of targeted advertising. You may be able to limit our sharing of some of this information through your mobile device settings, as described in Section 2 above, or through the Service's settings.

- b. **Service Providers:** We may rely on third party providers to support or provide some of the services that are available through the Service, such as analytics and contract support services. We may also rely on third party providers to perform certain services for us in connection with your use of the Service, such as communications and hosting services, network security, technical and customer support, tracking and reporting functions, quality assurance testing, payment processing, our own marketing of the Service, and other functions. We may share information from or about you with these third party providers so that they can perform their services or complete your requests. These third party providers may share information with us that they obtain from or about you in connection with providing their services or completing your requests. Third party providers may also share this information with their subsidiaries, joint ventures, or other companies under common control. Some of our web pages utilize framing techniques to serve content to you from our third party providers, while preserving the look and feel of the Service. In such cases, please note that the information you provide is being provided to the third party.
- c. **Aggregate or Anonymous Information:** We may share user information in the aggregate with third parties, such as businesses that are listed on SportWork and content distributors. For example, we may disclose the number of users that have been exposed to, or clicked on, advertisements. We may also disclose anonymized information about your use on SportWork, for example if you engage in a transaction in connection with SportWork, we may publicly disclose information about the transaction without providing identifying information about you or otherwise disclosing your participation in the transaction.
- d. **User Transfers:** We may share information from or about you with our parent companies, subsidiaries, joint ventures, or other companies under common control, in which case we will require them to honor this Privacy Policy. If another company acquires SportWork, or all or substantially all of our assets, that company will possess the same information, and will assume the rights and obligations with respect to that information as described in this Privacy Policy.
- e. **Users on SportWork:** We may share information from or about you (such as your age and gender), your devices, and your use of the Service with Users listed on SportWork. Keep in mind that Users may still see your public activity and posts, and may receive information from or about you when you transact or communicate with them, through SportWork or otherwise, regardless of your settings. Additionally, if you make a phone call to a User through or in connection with your use of the Service, we may share information about your call with the User that the business would have received had you called them directly, such as the date and time of your call and your phone number. You may be able to limit our ability to collect and share your phone number through your phone's settings or phone service provider.
- f. **Investigations and Legal Disclosures:** We may investigate and disclose information from or about you if we have a good faith belief that such investigation or disclosure: (a) is reasonably necessary to comply with legal process and law enforcement instructions and orders, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process or law enforcement requests served on us; (b) is helpful to prevent,

investigate, or identify possible wrongdoing in connection with the Service; or (c) protects our rights, reputation, property, or that of our users, affiliates, or the public.

- g. **Links:** The Service may link to third party services, like a business's URL. Except as set forth herein, we do not share your personal information with them, and are not responsible for their privacy practices. We suggest you read the privacy policies on or applicable to all such third party services.

4. CONTROLLING YOUR PERSONAL DATA

Other users may be able to identify you, or associate you with your account, if you include personal information in the content you post publicly. SportWork users can also use the Find Players feature to find one another based on their names or email addresses. Please also note that the messages you send or receive using the Service are only private to the extent that both you and the person you are communicating with keep them private. For example, if you send a message to another user, that user may choose to publicly post it. Also, we may access and disclose such messages in the course of investigations relating to use of the Service.

5. DATA RETENTION AND ACCOUNT TERMINATION

We will remove certain public posts from view and/or dissociate them from your account profile, but we may retain information about you for the purposes authorized under this Privacy Policy unless prohibited by law. For example, we may retain information to prevent, investigate, or identify possible wrongdoing in connection with the Service or to comply with legal obligations.

6. CHILDREN

The Service is intended for general audiences and is not directed to children under 13. We do not knowingly collect personal information from children under 13. If you become aware that a child has provided us with personal information without parental consent, please contact us. If we become aware that a child under 13 has provided us with personal information without parental consent, we take steps to remove such information and terminate the child's account.

7. SECURITY

We use various safeguards to protect the personal information submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet or via mobile device, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

8. CONTACT

You may contact us concerning our Privacy Policy, or write to us at the following address:
CKM SportWork Connecting Inc,
201-555 West Georgia Street
Vancouver, BC V6B 1Z6 Canada

9. MODIFICATIONS TO THIS PRIVACY POLICY

We may revise this Privacy Policy from time to time. The most current version of the Privacy Policy will govern our collection, use, and disclosure of information about you and will be located here. If we make material changes to this Privacy Policy, we will notify you by email or by posting a notice on the Service prior to the effective date of the changes. By continuing to access or use the Service after those changes become effective, you acknowledge the revised Privacy Policy.