

# PARALOOP

*The Operating System for the Athlete Economy*

Terms of Service | Effective Date: February 21, 2026

Please read these Terms of Service ("Terms") carefully before accessing or using Paraloop, a product of 4Play Global ("Company," "we," "our," or "us"). By accessing or using the Paraloop platform (the "Platform"), you agree to be bound by these Terms. If you do not agree, do not use the Platform.

These Terms govern your access to and use of Paraloop's website, mobile application, API, and all related services, including the NIL marketplace, Athlete Cultural Index, brand campaign tools, and culture feed features.

## 1. Definitions

**"Platform"** means the Paraloop website, mobile applications, APIs, and all related products and services operated by 4Play Global.

**"User"** means any individual who accesses or uses the Platform, including athletes, brands, fans, and institutions.

**"Athlete"** means a college or professional sports participant who creates a profile on Paraloop to engage in NIL (Name, Image, Likeness) activities.

**"Brand"** means any company, organization, or individual that accesses Paraloop to discover, engage, or transact with Athletes.

**"NIL Deal"** means any agreement facilitated through the Platform for the commercial use of an Athlete's Name, Image, or Likeness.

**"Athlete Cultural Index" or "ACI"** means Paraloop's proprietary scoring system that evaluates an Athlete's cultural, social, and commercial value based on platform activity, engagement, and data signals.

**"Content"** means any text, images, videos, audio, data, or other materials uploaded, posted, or transmitted through the Platform.

**"User Data"** means information collected from or about Users in connection with their use of the Platform.

## 2. Eligibility

**To use the Platform you must:**

- Be at least 18 years of age, or 13 years of age with verifiable parental or guardian consent;
- Have the legal capacity to enter into a binding contract;
- Not be prohibited from using the Platform under applicable law; and
- Comply with all applicable NCAA, NAIA, NJCAA, or other governing body rules regarding NIL activities, where applicable.

Athletes who are enrolled at NCAA member institutions are solely responsible for understanding and complying with their institution's NIL policies and any applicable conference or national governing body rules. Paraloop does not provide legal or compliance advice.

### **3. Account Registration**

#### **3.1 Account Creation**

To access certain features of the Platform, you must register for an account. You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate, current, and complete.

#### **3.2 Account Security**

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify Paraloop immediately at [legal@paraloop.com](mailto:legal@paraloop.com) of any unauthorized use of your account.

#### **3.3 Account Types**

Paraloop offers distinct account types for Athletes, Brands, Fans, and Institutions. Certain features and permissions are restricted based on account type. Misrepresenting your account type is a material breach of these Terms.

#### **3.4 Verification**

Paraloop may require identity verification, eligibility verification, or institutional affiliation confirmation before granting access to certain features, including NIL Deal facilitation. Paraloop reserves the right to suspend or terminate accounts that cannot be verified.

### **4. Permitted Use & Prohibited Conduct**

#### **4.1 Permitted Use**

Subject to these Terms, Paraloop grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for its intended purposes: discovering NIL opportunities, engaging with the athlete community, creating campaigns, and accessing cultural and sports content.

## 4.2 Prohibited Conduct

### You agree not to:

- Use the Platform for any unlawful purpose or in violation of any applicable local, state, national, or international law or regulation;
- Manipulate, falsify, or attempt to game the Athlete Cultural Index (ACI) scoring system;
- Post, upload, or transmit Content that is defamatory, obscene, harassing, discriminatory, or otherwise objectionable;
- Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity;
- Engage in unauthorized data scraping, crawling, or harvesting of User Data or Platform content;
- Attempt to gain unauthorized access to any portion of the Platform or its related systems;
- Use the Platform to transmit unsolicited commercial communications (spam);
- Interfere with or disrupt the integrity or performance of the Platform;
- Circumvent any content-filtering techniques or access controls;
- Engage in any activity that could harm Paraloop's reputation or business relationships; or
- Use the Platform to facilitate any NIL transaction that violates applicable athletic eligibility rules without disclosing such risk to Paraloop.

## 5. NIL Marketplace & Transactions

### 5.1 Facilitation Only

**Paraloop acts as a facilitating platform and marketplace for NIL transactions between Athletes and Brands. Paraloop is not a party to any NIL Deal concluded between Athletes and Brands through the Platform. All NIL Deals are entered into directly between the relevant Athlete and Brand.**

### 5.2 Brand Responsibility

**Brands are solely responsible for ensuring that any NIL Deal they initiate or enter into through the Platform complies with all applicable laws, regulations, and institutional policies, including but not limited to the NCAA's NIL policies, state NIL laws, and FTC disclosure requirements for endorsements and testimonials.**

### 5.3 Athlete Responsibility

**Athletes are solely responsible for: (a) understanding the NIL rules applicable to their institution, conference, and governing body; (b) reporting NIL activities as required by their institution; (c) ensuring their NIL activities do not affect their athletic eligibility; and (d) fulfilling all contractual obligations under any NIL Deal.**

### 5.4 Platform Fees

**Paraloop may charge transaction fees, subscription fees, or other fees for access to certain Platform features or facilitation of NIL Deals. All applicable fees will be disclosed**

prior to any transaction. Fees are non-refundable except as expressly stated in these Terms or required by applicable law.

## 5.5 Disputes Between Users

Paraloop is not responsible for resolving disputes between Athletes and Brands arising out of NIL Deals. Users agree to resolve such disputes directly. Paraloop may, at its sole discretion, offer mediation services or remove accounts involved in repeated unresolved disputes.

## 5.6 Tax Obligations

Users are solely responsible for all taxes associated with their use of the Platform and any NIL compensation received. Paraloop may be required to collect and report tax information in accordance with applicable law.

# 6. Athlete Cultural Index (ACI)

## 6.1 Proprietary System

The Athlete Cultural Index is a proprietary scoring and valuation system developed by Paraloop. The ACI is intended to provide a general indicator of an Athlete's cultural and commercial relevance and is not a guarantee of commercial value, earnings potential, or brand suitability.

## 6.2 No Warranty

Paraloop makes no warranties, express or implied, regarding the accuracy, completeness, or fitness for a particular purpose of any ACI score. ACI scores are based on available data and are subject to change at any time without notice.

## 6.3 No Manipulation

Any attempt to artificially inflate or manipulate an ACI score, including through coordinated inauthentic engagement, bot activity, or misrepresentation of data, is a material violation of these Terms and may result in immediate account termination.

# 7. Content & Intellectual Property

## 7.1 User Content License

By submitting Content to the Platform, you grant Paraloop a worldwide, royalty-free, sublicensable, non-exclusive license to use, reproduce, modify, adapt, publish, translate, distribute, and display such Content in connection with operating and promoting the Platform. This license survives termination of your account with respect to Content that has been incorporated into aggregated or anonymized datasets.

## 7.2 Ownership

You retain ownership of Content you submit. You represent and warrant that you have all necessary rights to grant the license described above, and that your Content does not infringe any third-party intellectual property rights, privacy rights, or other proprietary rights.

## 7.3 Paraloop Intellectual Property

All Platform technology, software, design, trademarks, trade names, logos, and other intellectual property belonging to Paraloop or 4Play Global are owned exclusively by us. Nothing in these Terms grants you any right to use our intellectual property without our prior written consent.

## 7.4 Athlete Name, Image & Likeness

Athletes retain all rights to their Name, Image, and Likeness. Paraloop does not claim ownership of any Athlete's NIL. Any use of an Athlete's NIL by a Brand must be governed by a separate written agreement between the Athlete and Brand. Paraloop's display of Athlete profiles for discovery purposes does not constitute an endorsement or NIL license.

## 7.5 DMCA & Copyright Policy

Paraloop respects intellectual property rights and complies with the Digital Millennium Copyright Act (DMCA). If you believe Content on the Platform infringes your copyright, please send a written notice to [legal@paraloop.com](mailto:legal@paraloop.com) including: (a) identification of the copyrighted work; (b) identification of the infringing material; (c) your contact information; (d) a statement of good faith belief; and (e) a statement under penalty of perjury that you are authorized to act on behalf of the copyright owner.

## 8. Privacy & Data

Your use of the Platform is subject to Paraloop's Privacy Policy, which is incorporated by reference into these Terms. By using the Platform, you consent to the collection, use, and sharing of your information as described in the Privacy Policy.

The Athlete Cultural Index and related analytics features process data derived from your Platform activity, publicly available social media data, and data you provide. You may request deletion of your personal data in accordance with our Privacy Policy and applicable law.

For questions regarding your data, contact [privacy@paraloop.com](mailto:privacy@paraloop.com).

## 9. Third-Party Services & Links

**The Platform may integrate with or contain links to third-party services, social media platforms, payment processors, and other websites. Paraloop is not responsible for the content, accuracy, or practices of any third-party services. Your use of third-party services is subject to their respective terms and privacy policies.**

**Paraloop does not endorse any third-party products or services that may be promoted through NIL Deals or Brand campaigns on the Platform.**

## **10. Disclaimers**

**THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PARALOOP EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY OF INFORMATION.**

**PARALOOP DOES NOT WARRANT THAT: (A) THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; (B) ANY DEFECTS WILL BE CORRECTED; (C) THE AGI OR ANY PLATFORM DATA IS ACCURATE OR RELIABLE; OR (D) ANY NIL OPPORTUNITY WILL RESULT IN A CONCLUDED DEAL OR COMPENSATION.**

## **11. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARALOOP AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:**

- Your use or inability to use the Platform;
- Unauthorized access to or alteration of your transmissions or data;
- Any NIL Deal or transaction conducted through or in connection with the Platform;
- Statements or conduct of any third party on the Platform; or
- Any other matter relating to the Platform.

**IN NO EVENT SHALL PARALOOP'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT YOU PAID TO PARALOOP IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.**

## **12. Indemnification**

**You agree to defend, indemnify, and hold harmless Paraloop, 4Play Global, and their respective affiliates, officers, directors, employees, agents, licensors, and partners from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:**

- Your violation of these Terms;
- Your User Content;
- Your use or misuse of the Platform;
- Your NIL activities or any NIL Deal you enter into through the Platform;
- Your violation of any applicable law or third-party rights; or
- Any dispute between you and another User.

## **13. Dispute Resolution & Arbitration**

### **13.1 Informal Resolution**

**Before initiating any formal dispute resolution, you agree to attempt to resolve any dispute informally by contacting Paraloop at [legal@paraloop.com](mailto:legal@paraloop.com). Paraloop will attempt to resolve the dispute within thirty (30) days.**

### **13.2 Binding Arbitration**

**If informal resolution fails, any dispute, claim, or controversy arising out of or relating to these Terms or the Platform shall be resolved by binding arbitration administered by JAMS under its applicable rules, except as otherwise provided herein. The arbitration shall be conducted in New York, New York. The arbitrator's award shall be final and binding.**

### **13.3 Class Action Waiver**

**YOU AND PARALOOP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Paraloop agree otherwise, the arbitrator may not consolidate more than one person's claims.**

### **13.4 Exceptions**

**Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction for claims involving intellectual property infringement or misappropriation.**

### **13.5 Governing Law**

**These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.**

## **14. Modification & Termination**

### **14.1 Modifications**

Paraloop reserves the right to modify these Terms at any time. We will provide notice of material changes by updating the effective date at the top of these Terms and, where appropriate, by sending an email notification or displaying a notice on the Platform. Your continued use of the Platform after the effective date of any changes constitutes your acceptance of the updated Terms.

### **14.2 Termination by User**

You may terminate your account at any time by following the account deletion process in your Platform settings or by contacting [support@paraloop.com](mailto:support@paraloop.com). Termination does not relieve you of obligations incurred prior to termination.

### **14.3 Termination by Paraloop**

Paraloop reserves the right to suspend or terminate your account and access to the Platform at any time, with or without notice, for any violation of these Terms or for any other reason at Paraloop's sole discretion. Upon termination, your license to use the Platform ceases immediately.

### **14.4 Survival**

Sections 5, 7, 10, 11, 12, 13, and 15 survive any termination or expiration of these Terms.

## **15. General Provisions**

### **15.1 Entire Agreement**

These Terms, together with the Privacy Policy and any additional terms applicable to specific Platform features, constitute the entire agreement between you and Paraloop regarding your use of the Platform and supersede all prior agreements.

### **15.2 Severability**

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

### **15.3 Waiver**

Paraloop's failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

### **15.4 Assignment**

**You may not assign or transfer these Terms or your rights hereunder without Paraloop's prior written consent. Paraloop may assign these Terms in connection with a merger, acquisition, or sale of assets.**

### **15.5 Force Majeure**

**Paraloop shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, government actions, pandemics, or infrastructure failures.**

### **15.6 No Agency**

**Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between you and Paraloop. Neither party has authority to bind the other.**

## **16. Contact Information**

**For legal inquiries and Terms-related matters:**

**Paraloop Legal / 4Play Global**

**Email: [legal@4playglobal.com](mailto:legal@4playglobal.com)**

**Support: [support@4playglobal.com](mailto:support@4playglobal.com)**

**Privacy: [privacy@4playglobal.com](mailto:privacy@4playglobal.com)**

**Website: [paraloop.4playglobal.com](http://paraloop.4playglobal.com)**

**For press and partnership inquiries: [press@4playglobal.com](mailto:press@4playglobal.com)**

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**For The Culture.**