

Gameplan Terms of Service

Non-U.S. Schools and Organizations

Version 5
July 30, 2026

These Terms of Service (“Terms”) apply only where the customer identified in the applicable Service Agreement, Order Form, quote, purchase order accepted by Gameplan, or other signed ordering document (“Service Agreement”) is not incorporated or otherwise organized under the laws of the United States or does not have its principal place of business in the United States (“Customer”). These Terms do not govern direct consumer purchases.

1. Contracting Party and Agreement Structure

The provider of the Service and the Customer’s contracting party is Learn2Esport Education Global AB, Swedish registration number 559165-5781, Smedsgränd 3, 753 30 Uppsala, Sweden (“Gameplan”). References to “Gameplan,” “we,” “us,” and “our” mean Learn2Esport Education Global AB.

These Terms, the Service Agreement, the applicable Data Processing Agreement (“DPA”), and any other exhibits expressly incorporated into the Service Agreement constitute the agreement between Gameplan and the Customer (collectively, the “Agreement”). If there is a conflict, the following order of precedence applies unless the Service Agreement expressly states otherwise: (1) the Service Agreement; (2) the DPA, solely with respect to privacy, security, and processing of Customer Data; (3) any other applicable exhibit; and (4) these Terms.

2. Definitions

“Authorized User” means a student, educator, staff member, administrator, or other natural person whom the Customer authorizes to use the Service.

“Customer Data” means data, content, records, and information submitted to, collected through, or generated by the Service on behalf of the Customer or its Authorized Users, including student personal data, education records where applicable, account information, usage data linked to an Authorized User, and User Content. Customer Data does not include Gameplan’s software, course content, or de-identified and aggregated information that cannot reasonably identify an Authorized User, parent, school, organization, or Customer.

“Service” means the Gameplan educational platform, course content, tools, support, and related services described in the Service Agreement.

“User Content” means content that the Customer or an Authorized User submits to the Service, such as comments, messages, files, profile information, projects, and other materials.

3. Access to the Service

Subject to the Agreement and timely payment of applicable fees, Gameplan grants the Customer a limited, non-exclusive, non-transferable right during the Service Agreement term to access and use the Service for the Customer's internal educational purposes and to authorize access for the number and type of Authorized Users specified in the Service Agreement.

The Customer shall appoint one or more system administrators responsible for administering Authorized User access, including adding and removing accounts. Accounts are personal and may not be shared or transferred. The Customer is responsible for ensuring that its administrators and Authorized Users protect credentials and promptly notify Gameplan at security@gameplan.com of suspected unauthorized access.

Access by students, educators, staff, and other Authorized Users is authorized by the Customer under the Agreement. No separate acceptance of consumer terms, a privacy policy, or other click-through terms by an individual student or other Authorized User is required as a condition of access. Gameplan may require reasonable acceptable-use or security acknowledgments that do not expand Gameplan's rights, alter the Agreement, or authorize additional collection, use, disclosure, or transfer of Customer Data.

4. Customer Responsibilities

The Customer shall ensure that each person who creates an organization, administers access, or invites or onboards Authorized Users is duly authorized to do so. The Customer shall invite only individuals who are entitled and authorized to participate under the Agreement and applicable law.

The Customer is responsible for providing notices and obtaining consents, permissions, and legal bases required of the Customer under applicable law for Authorized Users to access and use the Service. Gameplan remains independently responsible for its own compliance obligations and will provide the privacy, security, and subprocessor information reasonably needed for the Customer to meet its notice obligations.

The Customer is responsible for Authorized Users' compliance with Sections 5 and 6. The Customer shall not knowingly permit unauthorized access to the Service or use the Service for an unlawful purpose.

5. Acceptable Use

The Customer and Authorized Users may use the Service only for lawful educational and administrative purposes. They must not:

- (a) upload, transmit, or store unlawful, infringing, deceptive, harassing, discriminatory, pornographic, violent, malicious, or otherwise materially objectionable content;
- (b) upload malware, malicious code, corrupted data, or other material designed to access, disrupt, damage, or exploit the Service or another system;
- (c) attempt to bypass security, gain unauthorized access, interfere with the Service, or test vulnerabilities without Gameplan's prior written authorization;

(d) copy, scrape, crawl, decompile, reverse engineer, distribute, reproduce, modify, translate, sell, rent, lease, sublicense, or otherwise commercially exploit the Service except as expressly permitted by the Agreement or non-waivable law;

(e) share accounts or credentials, misrepresent an identity or affiliation, or create an organization using another entity's name, logo, or identifiers without authorization; or

(f) use the Service to advertise, market, or solicit products or services.

Gameplan may investigate suspected violations and may remove content or suspend affected access where reasonably necessary to protect users, the Service, or third parties. Gameplan will work with the Customer's designated administrator where reasonably practicable.

6. User Content

The Customer and its Authorized Users retain ownership of User Content. The Customer grants Gameplan a limited, non-exclusive right to host, copy, display, process, and otherwise use User Content solely as necessary to provide, maintain, support, secure, troubleshoot, and administer the Service for the Customer and as otherwise directed by the Customer.

The Customer represents that it has the rights and authority necessary for Gameplan to process User Content as permitted by the Agreement. Gameplan may remove User Content that violates the Agreement or applicable law.

7. Fees, Invoicing, and Taxes

Fees, billing periods, payment dates, renewal terms, and any usage limits are stated in the Service Agreement. Unless otherwise stated there, Gameplan invoices fees in advance and payment is due within thirty (30) days after the invoice date.

The Customer is responsible for applicable value-added, sales, use, excise, and similar transaction taxes, excluding taxes based on Gameplan's net income. Overdue undisputed amounts may accrue interest in accordance with the Swedish Interest Act (1975:635) or, where mandatory law requires otherwise, at the maximum lawful rate. Gameplan may suspend access for materially overdue undisputed amounts after providing reasonable written notice and an opportunity to cure.

8. Customer Data and Permitted Use

As between the parties, the Customer retains control of and all rights it holds in Customer Data. Gameplan acquires no ownership interest in Customer Data.

Gameplan shall collect, access, use, disclose, retain, and otherwise process Customer Data solely as necessary to provide, maintain, support, secure, monitor, troubleshoot, and administer the Service for the Customer; comply with the Customer's documented instructions; and meet Gameplan's legal obligations.

Gameplan shall not sell, rent, monetize, broker, advertise with, market with, commercially profile, or otherwise use Customer Data for any independent commercial purpose.

Gameplan may disclose Customer Data only to authorized subprocessors whose services are reasonably necessary to provide the Service, as directed by the Customer, or as required by law. Each subprocessor must be bound by written confidentiality, security, and data-use restrictions appropriate to the data it processes and may process Customer Data only on Gameplan's behalf for the authorized purpose. Gameplan remains responsible for its subprocessors as provided in the DPA.

Analytics and diagnostic processing must be limited to operating, supporting, maintaining, securing, troubleshooting, and improving the Service. Analytics providers may not track students across websites or services, create advertising or commercial profiles, or combine Customer Data with data obtained from other customers or third parties except as strictly necessary to provide or secure the Service.

Gameplan may use de-identified and aggregated information only where it cannot reasonably identify an Authorized User, parent, school, organization, or Customer. Gameplan will not attempt to re-identify that information.

9. No Advertising to Students

Gameplan does not display, deliver, or serve commercial advertisements to students through the Service. Gameplan shall not use, or permit any third party to use, student personal data, Customer Data, education records, or data derived from them, including de-identified data, for advertising, targeted or behavioral advertising, marketing, product promotion, commercial profiling, data brokerage, or any other unrelated commercial purpose. Gameplan does not use advertising cookies or cross-site tracking in the Service.

10. Privacy, Security, and Data Return

Gameplan will process personal data in accordance with the Agreement, the DPA, the applicable Privacy Policy, and applicable data protection law. The DPA is incorporated into the Agreement.

Gameplan will maintain reasonable administrative, technical, and organizational safeguards appropriate to the nature of Customer Data and the risks of processing. Security and incident-response obligations are further described in the DPA and applicable security documentation.

Upon expiration or termination, Gameplan will return or delete Customer Data as provided in the DPA, subject to applicable law and technically necessary backup-retention cycles.

11. Intellectual Property

The Service and all software, course content, videos, designs, trademarks, documentation, improvements, and other materials provided by Gameplan or its licensors are protected by intellectual property laws and remain the property of Gameplan or its licensors. Except for the limited access right expressly granted in Section 3, no rights are transferred to the Customer.

The Customer retains ownership of intellectual property it creates and submits to the Service. Gameplan will not use that intellectual property except as necessary to serve the Customer under the Agreement or as otherwise authorized in writing.

12. Confidentiality

Each party shall protect the other party's non-public business, technical, financial, security, and operational information that a reasonable person would understand to be confidential ("Confidential Information"). The receiving party may use Confidential Information only to perform obligations or exercise rights under the Agreement and may disclose it only to personnel, professional advisers, and contractors who need to know it and are bound by appropriate confidentiality obligations.

Confidential Information does not include information that the receiving party can demonstrate: (a) is or becomes public without breach of the Agreement; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without a duty of confidentiality; or (d) is independently developed without use of the disclosing party's Confidential Information.

If disclosure is required by law, the receiving party may disclose the required portion and, where legally permitted, shall give prompt notice and reasonable assistance to the disclosing party.

13. Availability, Maintenance, and Support

Gameplan will use commercially reasonable efforts to provide the Service during the Agreement term. Gameplan may perform scheduled or emergency maintenance that temporarily affects availability. Unless the Service Agreement or a service-level exhibit states a different commitment, Gameplan will use commercially reasonable efforts to maintain monthly availability of at least 90% during Gameplan's stated support hours, excluding scheduled maintenance, emergency maintenance, force majeure events, and failures of systems or networks outside Gameplan's reasonable control.

Gameplan will provide support as described in the Service Agreement or applicable support documentation. Gameplan is not responsible for issues caused by the Customer's systems, unauthorized modifications, use outside the documented purpose, or circumstances beyond Gameplan's reasonable control.

14. Third-Party Applications and Integrations

Gameplan makes no representations or warranties regarding the compatibility, availability, accuracy, or performance of a third-party application or integration that the Customer elects to enable or use with the Service. Gameplan assumes no liability for such third-party application or integration except to the extent liability cannot be excluded under applicable law.

This Section does not authorize advertising or marketing through the Service and does not limit Gameplan's obligations concerning subprocessors under the DPA or applicable law.

15. Warranties and Disclaimers

Each party represents that it has authority to enter into the Agreement. The Customer represents that it has the rights and legal authority necessary to provide Customer Data to Gameplan for processing as permitted by the Agreement.

Except for express commitments in the Agreement and to the maximum extent permitted by law, the Service is provided “as is” and “as available.” Gameplan disclaims implied warranties, including satisfactory quality, fitness for a particular purpose, non-infringement, and warranties arising from course of dealing or usage of trade. Gameplan does not warrant that the Service will be uninterrupted or error-free or that Customer Data will produce a particular educational or operational result.

16. Limitation of Liability

Except for a party’s breach of confidentiality or intellectual property obligations, fraud, willful misconduct, gross negligence, or liability that cannot lawfully be limited, each party’s total aggregate liability arising out of or relating to the Agreement in any calendar year shall not exceed USD 100,000.

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or for loss of profits, revenues, business opportunities, or goodwill, even if advised that such damages were possible.

A claim for damages, price reduction, setoff, or similar compensation, other than a claim concerning unpaid fees or intellectual property infringement, must be presented within three (3) months after the claiming party discovered or reasonably should have discovered the basis for the claim, to the extent permitted by applicable law.

17. Third-Party Claims

Gameplan is not responsible for an infringement claim resulting from the Customer’s combination of the Service with items not supplied by Gameplan, an unauthorized modification, Gameplan’s compliance with the Customer’s instructions, or the Customer’s failure to install an update made available by Gameplan.

The Customer shall defend and indemnify Gameplan against third-party claims arising from the Customer’s or its Authorized Users’ unlawful use of the Service, infringement by Customer-provided materials, or material breach of Sections 4 through 6, provided Gameplan promptly notifies the Customer, gives the Customer reasonable control of the defense and settlement, and reasonably cooperates at the Customer’s expense. The Customer may not settle a claim in a manner that admits fault by or imposes a non-monetary obligation on Gameplan without Gameplan’s written consent.

18. Force Majeure

Neither party is liable for delay or failure to perform, other than payment obligations, caused by events beyond its reasonable control, including natural disasters, fire, flood, war, terrorism, civil

unrest, labor disruption, government action, court order, widespread power or internet failure, cyberattack not caused by the affected party's failure to maintain reasonable safeguards, or a critical third-party service failure. The affected party shall use reasonable efforts to mitigate the impact.

19. Term and Termination

These Terms take effect when the Service Agreement becomes effective and remain in effect for its term.

Either party may terminate the Agreement for a material breach that remains uncured thirty (30) days after written notice. Gameplan may use a five (5) day cure period for a material breach involving unauthorized use, misuse of the Service, or nonpayment of undisputed fees. Either party may terminate immediately if the other party becomes insolvent, enters bankruptcy proceedings that are not dismissed within thirty (30) days, or makes an assignment for the benefit of creditors.

Upon termination or expiration, the Customer shall pay accrued undisputed fees. Sections that by their nature should survive—including confidentiality, intellectual property, data return or deletion, payment, disclaimers, liability, and dispute resolution—will survive.

20. Changes to These Terms

Gameplan may update these Terms for future Service Agreements or renewal periods. Gameplan will provide advance notice of material changes that affect an existing Customer. No update will materially expand Gameplan's rights to collect, use, or share student personal data or other Customer Data during an existing Service Agreement term without the Customer's written agreement.

The version incorporated into a signed Service Agreement remains applicable for that Service Agreement term unless the parties agree otherwise in writing.

21. General

The Agreement constitutes the entire agreement between the parties concerning its subject matter and replaces prior written and oral agreements concerning that subject matter.

Neither party may assign the Agreement without the other party's prior written consent, except that either party may assign it in connection with a merger, reorganization, sale of substantially all relevant assets, or change of control, provided the assignee assumes the assigning party's obligations. Any other assignment is void.

If a provision is invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain effective. A waiver must be in writing and applies only to the specific instance. Headings are for convenience only.

Notices concerning breach, termination, indemnification, or dispute must be in writing and sent to the contact stated in the Service Agreement, with a copy to info@gameplan.com for notices to Gameplan. Operational communications may be sent by email.

22. Governing Law and Dispute Resolution

The Agreement and any non-contractual obligations arising out of or relating to it are governed by Swedish law, without regard to conflict-of-laws principles.

The parties shall first attempt in good faith to resolve a dispute through discussions between authorized representatives. A dispute not resolved amicably shall be finally settled by arbitration administered by the SCC Arbitration Institute ("SCC"). The Rules for Expedited Arbitrations apply unless the SCC determines, considering the complexity of the case, the amount in dispute, and other circumstances, that the Arbitration Rules apply. The SCC will also decide whether the tribunal consists of one or three arbitrators where applicable. The seat of arbitration is Stockholm, Sweden, and the language is English.

The arbitration and related submissions, evidence, correspondence, orders, awards, and settlements shall be treated as Confidential Information, except where disclosure is required by law or reasonably necessary to obtain legal advice or enforce or challenge an award. Either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect confidential information, Customer Data, security, or intellectual property pending final resolution.

23. Contact

Questions about these Terms may be sent to info@gameplan.com. Security concerns should be sent to security@gameplan.com.