GENERAL TERMS AND CONDITIONS

Sense Arena LLC • United States

Version 11/2026

These General Terms and Conditions ("Terms") govern the purchase of, access to and use of the Sense Arena training platform and the related software, hardware and services provided by Sense Arena LLC, a Massachusetts limited liability company, 11 Cabot Rd, Woburn, MA 01801, USA ("Provider"), and the Customer.

Provider contact details: email support@sensearena.com, telephone +1 (508) 863-9709.

These Terms apply to Customers and Business Customers. Clauses expressly addressed to Business Customers apply only to contracts with Business Customers. These Terms do not limit any mandatory legal rights of Customers.

If an accepted Order, Offer or separately signed agreement expressly differs from these Terms, that specific agreement takes priority to the extent of the difference. The Privacy Policy at www.sensearena.com/privacy-policy also forms part of the contractual framework.

1. Definitions

1.1 Customer – an individual who orders a Sense Arena Product, Training License, Hardware or service electronically for purposes outside their business or professional activity. A Customer is a consumer for the purposes of applicable consumer-protection law.

1.2 Business Customer – an individual or legal entity contracting with Sense Arena in connection with business or professional activity.

1.3 Agreement – an accepted Order or an accepted Offer, governed by these Terms and any expressly agreed separate attachments.

1.4 Training License – a non-exclusive right to access and use the Product during the Subscription Period. It is an automatically renewing paid subscription as described in Article 8.

1.5 Subscription Period – the initial term of the selected plan and each automatic renewal of it under Article 8.

1.6 Product – the Sense Arena training software and platform, including related apps, content, features and updates made available by the Provider.

1.7 Hardware – equipment sold or otherwise supplied by the Provider.

1.8 Price – the amount payable for a Training License, Hardware, training, installation, shipping or other agreed services.

1.9 Order – an order submitted through a website, app, order form or another agreed channel.

1.10 Offer – a written or electronic offer from the Provider.

1.11 Support – assistance with using the Product and resolving technical issues during an active subscription.

1.12 Party – the Provider or the Customer; Parties – both of them together.

2. Ordering and pre-contract information

2.1 The Customer selects the Product, Training License, Hardware and any optional services by placing an Order or accepting an Offer.

2.2 Before the Customer submits a binding Order, the Provider clearly discloses in particular: the main characteristics of the Product and Hardware; the total Price including taxes; shipping and any other costs, or, where they cannot be

calculated in advance, the fact that they may be payable; the subscription term and the recurring nature of the payment, including the billing frequency; the automatic renewal terms and how to cancel renewal; the duration of the commitment and how it can be ended; and the Provider details set out at the head of these Terms.

2.3 The button by which the Customer submits a binding Order is labelled so that it is unambiguous that the Order carries an obligation to pay.

2.4 An Agreement is formed when the Provider accepts an Order or the Customer accepts an Offer, unless the relevant checkout process specifies otherwise.

2.5 The Provider confirms the Agreement without undue delay and sends the Customer the link to full and valid Terms and Conditions to the email address given in the Order.

2.6 Anyone acting for a Business Customer confirms that they have authority to bind it.

3. Delivery, installation and technical requirements

3.1 Delivery dates are estimates unless expressly agreed otherwise. Unless agreed otherwise, the Provider delivers Hardware within 30 days of the Agreement being formed.

3.2 The risk of loss of or damage to Hardware passes to the Customer when the Customer takes receipt of it.

3.3 If the Customer installs the Product, the Customer must follow the current installation and user instructions.

3.4 Unless the Product documentation says otherwise, the installation area must meet the Provider's minimum technical requirements, including sufficient clear space (typically approximately 4 × 4 m to 7 × 8 m), a level floor suitable for the selected hockey or tennis training, suitable lighting without disruptive direct sunlight, power, an internet connection and normal operating temperatures.

4. Training License and permitted use

4.1 Once the applicable Price has been paid and the Agreement is complied with, the Provider grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable Training License for the Subscription Period. The License covers the current version of the Product and updates generally made available during the Subscription Period under the selected plan.

4.2 The Customer, or a person the Customer permits to train, may use the Product only for its intended training purposes and within the agreed limits on users, devices, locations and commercial use stated in the Order or Offer.

4.3 The Customer must not copy the Product beyond what its use requires, modify it, reverse-engineer it, circumvent its technical protections, or make it available to third parties beyond the agreed limits.

5. Use of the Product by minors and parental consent

5.1 There is no minimum age for using the Product. The Product is also intended for training by children.

5.2 Only a person with full legal capacity may enter into an Agreement. If the Product is to be used by a person under 18, the Agreement is entered into by that person's parent or legal guardian, who thereby also consents to that person using the Product.

5.3 The parent or legal guardian is responsible for ensuring that the minor follows the safety instructions and warnings under Article 11, and provides supervision appropriate to the minor's age and ability.

5.4 Where personal information relating to a child under 13 is collected, the Provider obtains verifiable parental consent in accordance with the Children's Online Privacy Protection Act, and the child's parent or legal guardian may review or delete that information. The Privacy Policy sets out the details.

5.5 The Customer must also comply with the age, health and safety rules of the manufacturer of the headset and other equipment used. Those rules are set by the equipment manufacturer and the Provider cannot change them.

6. Hardware and limited warranty

6.1 Ownership of purchased Hardware transfers as stated in the Order or Offer or, if not stated, when its purchase Price is paid in full.

6.2 The Customer has the statutory rights that apply to defective goods under applicable federal and state law. Nothing in this Article limits those rights.

6.3 In addition to those rights, the Provider gives the Customer a limited commercial warranty that the Hardware will be free from defects in materials and workmanship for twelve (12) months from the date the Customer takes receipt of it.

6.4 If a defect covered by this warranty appears within that period, the Provider will, at its option and at no cost to the Customer, repair the Hardware, replace it with an equivalent item, or refund the Price paid for it. The Customer claims under this warranty by emailing support@sensearena.com and following the instructions given by Support.

6.5 This warranty does not cover damage caused by misuse, accident, modification, repair by anyone other than the Provider or a party it authorises, use contrary to the instructions, normal wear and tear, consumable parts, or equipment supplied by third parties.

6.6 This warranty is in addition to, and does not replace or limit, the Customer's statutory rights.

6.7 Cancelling renewal of a Training License does not by itself cancel amounts already due for Hardware or separately ordered services.

7. Prices, billing and taxes

7.1 The Customer pays the Prices shown in the checkout process, in the Order, in the Offer or in the applicable price list. The payment method and due date are shown at purchase or agreed individually.

7.2 Prices for Customers are shown exclusive of sales and use tax, which is added at checkout where applicable. Shipping and any other costs are shown separately before a binding Order is submitted. The currency is stated with each Price.

7.3 Prices for Business Customers may be shown exclusive of tax; where that is the case it is stated with the Price. Tax is charged in accordance with the law applicable at the place of supply.

7.4 For a Training License subscription, the Provider or its payment processor may charge the selected payment method at the beginning of the initial Subscription Period and on each automatic renewal. The Price and the billing frequency are disclosed to the Customer before the subscription is entered into.

7.5 If a payment is overdue, the Provider notifies the Customer and allows a reasonable additional period. Only after that may it suspend access to the Product or Support, and only as permitted by law.

8. Subscription term, automatic renewal and cancellation

8.1 THE TRAINING LICENSE IS AN AUTOMATICALLY RENEWING SUBSCRIPTION UNLESS THE CUSTOMER CANCELS RENEWAL BEFORE THE CURRENT PAID SUBSCRIPTION PERIOD ENDS.

8.2 Monthly plan: initial term of one (1) month; renews automatically for successive one-month periods.

8.3 Annual plan: initial term of one (1) year; renews automatically for successive one-year periods.

8.4 Two-year plan: initial term of two (2) years; after the initial term, renews automatically for successive one-year periods. The two-year plan is offered with a reduced Hardware price in exchange for the two-year commitment. That benefit and the length of the commitment are disclosed to the Customer before a binding Order is submitted.

8.5 The Customer may cancel automatic renewal at any time before the current Subscription Period ends, in a single step using the cancellation button in the customer app, or by emailing support@sensearena.com. The button is available in the app throughout the Subscription Period, and using it requires no further steps, no telephone call and no contact with Support. The Provider confirms the cancellation in text form without undue delay.

8.6 Cancellation takes effect at the end of the current Subscription Period. Unless mandatory law or the Agreement provides otherwise, access continues until then and cancellation does not entitle the Customer to a refund for an already paid period.

8.7 Before the subscription is entered into, the Provider clearly discloses its recurring nature, the Price or how it is calculated, the payment frequency and the renewal term.

8.8 For annual and two-year subscriptions, the Provider sends the Customer a reminder of the upcoming automatic renewal no more than 45 days and no fewer than 15 days before it renews. The reminder states the Price, the renewal term and how to cancel renewal. No reminder is sent for monthly subscriptions; the Customer may cancel renewal at any time under Article 8.5.

9. Customer rights, cancellation and refunds

9.1 The Customer has the cancellation, return, refund and other consumer rights required by applicable federal and state law. Nothing in these Terms limits those rights.

9.2 In addition to those rights, the Provider offers a voluntary 30-day money-back guarantee. Within 30 days after receiving the order, the Customer may request a refund of the entire order, including the Training License and Hardware, by emailing support@sensearena.com. The guarantee applies to every plan, including a two-year subscription paid in advance, in which case the full subscription Price paid is refunded. The Price paid and the original shipping costs are refunded; the Customer bears the cost of return shipping. If Hardware was supplied, the Customer returns it in working order and undamaged, following Support instructions. Once the conditions of this guarantee are met, the Provider refunds the amount paid and ends the subscription so that it will not renew.

9.3 This guarantee is additional to the Customer's statutory rights and does not limit them. Statutory cancellation or return rights may follow different rules, and the Customer may rely on them instead of this guarantee.

9.4 The Customer may report defects or make a complaint by emailing support@sensearena.com or through another published channel. The Provider confirms receipt of the complaint and resolves it within 30 days, unless the Parties agree a longer period.

10. Support

10.1 The Provider offers Support during an active subscription.

10.2 For questions or technical issues, the Customer emails support@sensearena.com with a brief description of the problem.

10.3 Support covers the Product and supplied Hardware. It does not cover the Customer's home network or repairs to third-party equipment.

10.4 The Customer's statutory rights in respect of defects remain unaffected.

11. Customer responsibilities and safety

11.1 The Customer must ensure that they and anyone they allow to use the Product follow the safety instructions and warnings, maintain a safe training area and protect login details.

11.2 Virtual-reality training involves movement and may carry a risk of collision, loss of balance, nausea or injury. Anyone using the Product should stop training if they experience discomfort and must follow all health, age and space requirements.

11.3 The Customer acknowledges the nature of this risk and, to the extent permitted by law, accepts it. This does not exclude any liability that cannot lawfully be excluded, in particular liability for harm caused by a defect in the Product or Hardware, or caused intentionally or by gross negligence.

11.4 The Customer is responsible for activity under their account and must notify the Provider without undue delay of any misuse of it.

12. Defects, quality and service availability

12.1 The Provider supplies the Product and Hardware in accordance with the Agreement and with the mandatory rules on quality, defects, digital content and digital services.

12.2 Technical systems may be subject to maintenance, updates and interruptions. The Provider gives advance notice of planned maintenance that will materially restrict the availability of the Product, where the circumstances allow.

12.3 The Customer reports defects without undue delay to support@sensearena.com and gives reasonable assistance with diagnosing them.

13. Intellectual property

13.1 The Provider and its licensors retain all intellectual property rights in the Product, software, content, documentation, trade marks, designs and know-how.

13.2 The Customer receives only the limited Training License expressly described in the Agreement or the Order.

14. Personal data and accounts

14.1 Personal information is handled in accordance with the Provider's Privacy Policy at www.sensearena.com/privacy-policy and applicable federal and state privacy laws.

14.2 A Business Customer is responsible for having an appropriate lawful basis for sharing the personal data of people it permits to use the Product, and for giving those people the required notices. Where required, separate data-processing terms apply.

15. Confidentiality

15.1 Each Party protects the other Party's non-public business, technical and commercial information and uses it only to perform the Agreement.

15.2 This does not cover information that is already public without breach of an obligation, lawfully known, independently developed or lawfully obtained from a third party, nor cases of disclosure required by law.

16. Suspension and termination

16.1 The Provider may temporarily restrict access to the Product if a payment is overdue, if these Terms are seriously breached, or if the security of the service or of other people is at risk.

16.2 Where the circumstances and the law allow, the Provider notifies the Customer in advance and gives a reasonable opportunity to fix the issue.

16.3 Either Party may terminate the Agreement if the other Party is in serious breach of it and does not remedy the breach within a reasonable period stated in a written notice.

16.4 If the Agreement is terminated for a reason attributable to the Provider, the Provider refunds the part of the Price corresponding to the unused part of the Subscription Period.

17. Liability

17.1 The Customer always has the rights given to them by law, and these Terms do not limit those rights.

17.2 For Business Customers only, to the extent permitted by law, the Provider is not responsible for indirect losses, lost profits, lost business opportunities or lost data.

17.3 The Provider's total liability to a Business Customer is limited to the amount that Business Customer paid for the affected service during the 12 months before the event giving rise to the claim. This limit does not apply where the law prohibits it, in particular for harm caused intentionally or by gross negligence and for harm to a person's natural rights.

18. Governing law and disputes

18.1 For Business Customers, the Agreement and these Terms are governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws rules and subject to mandatory law.

18.2 For Customers purchasing for personal use, the applicable consumer-protection rules of the Customer's state of residence, and any courts or dispute procedures required by law, remain available.

18.3 Any arbitration agreement or class-action waiver must be separately and validly agreed; none is imposed by these Terms.

19. Changes to the Product and these Terms

19.1 The Provider may change the Product and these Terms for legitimate reasons, in particular a change in the law, safety reasons, the technical development of the Product, or a change in the cost of providing the service. A change may not affect the essential elements of the Agreement, in particular the Price already agreed for the Subscription Period in progress and the scope of the Training License, unless the Customer consents to it.

19.2 The Provider notifies the Customer of a change to these Terms affecting an ongoing subscription at least 30 days before it takes effect, by email or in the customer app, together with the full new wording.

19.3 The Customer may end the subscription with effect from the date the change takes effect, by giving notice before that date. In that case the Provider refunds the part of the Price already paid that corresponds to the unused part of the Subscription Period. The Provider draws the Customer's attention to this right in the notice.

19.4 The Customer's statutory rights relating to changes in a digital service remain unaffected.

20. Notices, assignment and final provisions

20.1 The Provider may send the Customer information about orders, subscriptions and the service to the email address or phone number on the account, or in the app. Marketing messages are sent only with the Customer's consent or on another legal basis permitted by law; consent may be withdrawn at any time.

20.2 The Customer is responsible for keeping their contact details accurate and up to date.

20.3 A Business Customer may transfer the Agreement only with the Provider's prior written consent. The Provider may transfer the Agreement as part of a transfer of its business, provided this does not affect the Customer's statutory rights.

20.4 Neither Party is liable for a failure to perform caused by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will. If such an obstacle affects the Provider for more than 30 days, the Customer may end the subscription and the Provider refunds the corresponding part of the Price.

20.5 Termination of the Agreement does not affect Articles 13, 15 and 17, or any other provision that by its nature survives termination.

20.6 The Agreement, these Terms and the documents they refer to constitute the entire agreement between the Parties on the subject matter of the Agreement.

20.7 If any provision is invalid, ineffective or unenforceable, this does not affect the remaining provisions.