

KAYPICSPORTS.COM: THE PLATFORM GENERAL AGREEMENT FOR THE USERS

This Terms and Conditions was last updated: (May 24th, 2018)

All actions and decisions respecting the management, operation, and control of the sport management platform KAYPICSPORTS.COM is the sole responsibility of HITEK SOLUTIONS PARTNER INC. OR "HITEK SOLUTIONS" AS REFFERED IN THIS DOCUMENT.

The Terms and Conditions of service, Privacy Policies in accordance with the User License Agreement ("EULA") HITEK SOLUTIONS guarantee the "good and proper" use and exploitation of the sports management platform KAYPICSPORTS.COM.

USER AGREEMENT

These Terms and Conditions constitute the agreement between you and the Company in respect of your use of the Service, the platform and downloading the APP (the "Agreement").

USER LICENCE AGREEMENT ("EULA")

Hereafter, the acceptance of the Term and Condition of Service, Privacy Policy for the use of any application, software and web site operated by HITEK SOLUTIONS.

HEREAFTER, PRIOR TO REGISTRATION, ALL USERS AGREED NOT TO USE THE PLATFORM FOR ANY COMMERCIAL USE OR ANY BENEFIT, ANY PROFIT OR ANY MEANS RELATED TO MONETARY OR SPECULATIVE CONSIDERATION OF ANY SORT FROM SPONSORS, THIRD PARTIES ETC., WITHOUT THE FULL WRITTEN CONSENT OF THE ADMINISTRATORS OF THE KAYPICSPORTS.COM PLATFORM, FAILURE TO RESPECT THIS CLAUSE WILL AUTOMATICALLY RESULT IN A CANCELLATION OF THE TERM OF SERVICE WITHOUT ANY FURTHER NOTICE. THE FREE SERVICE INCLUDES MONITORED ADVERTISEMENTS.

WELCOME TO KAYPICSPORTS.COM (THE "SERVICE"). PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE WEBSITE, AS THEY CONTAIN THE LEGAL TERMS AND CONDITIONS THAT GOVERN YOUR USE, SUBSCRIPTION AND ACCESS OF THE SERVICE PROVIDED BY [HTTP://WWW.KAYPICSPORTS.COM](http://www.kaypicsports.com) WEBSITES (THE "SPORT MANAGEMENT PLATFORM SERVICES") OPERATED BY HITEK SOLUTIONS ("US", "WE", OR "OUR"). THIS SITE IS FREE TO USE BY OUR VISITORS, AND BY USING THIS SITE AND DOWNLOADING THE APP, YOU THE USER ARE AGREEING TO COMPLY WITH AND BE BOUND BY THE FOLLOWING TERMS OF USE, YOUR ACCESS TO AND USE OF THE SERVICE IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS. THESE TERMS APPLY TO ALL VISITORS, USERS AND OTHERS WHO ACCESS OR USE THE SERVICE OR THE APP.

THIS AGREEMENT (THE “AGREEMENT”) IS BETWEEN HITEK SOLUTIONS AND THE USERS AS APPLICABLE. YOU ARE THE “USER” UNDER THIS AGREEMENT IF YOU BY SIGNING IN OR CREATING AN ACCOUNT OR TAPPING ON A BUTTON INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING A DOCUMENT THAT REFERENCES THIS AGREEMENT, OR BY USING THE SERVICES. OR BY CLICKING AN ‘I ACCEPT’ BUTTON OR COMPLETING A REGISTRATION FORM, VISITING THE WEBSITE OR DOWNLOADING THE MOBILE APPLICATION (APP) (THE ‘APPLICATION’) ACCESSING OR USING THE SERVICE YOU AGREE TO BE BOUND BY THESE TERMS. YOU, REFERS AS THE ‘THE INDIVIDUAL OR LEGAL ENTITY’ WARRANT THAT YOU ARE LEGAL AGE TO FORM A BINDING CONTRACT WITH HITEK SOLUTIONS, AND YOU HAVE THE LEGAL AUTHORITY OR PROXY TO ENTER INTO TERMS OF USE PERSONALLY OR ON BEHALF OF A ‘COMPANY’ OR ‘ANOTHER PARTY’ YOU ENTER AS THE ‘USER’ ON THEIR BEHALF, YOU POSSESS AN ORIGINALLY AUTHORIZED PROXY TO CONDUCT BUSINESS AND TO AMEND DECISION FOR THE PARTY THAT YOU REPRESENT. IF YOU ARE AN ORGANIZATION, THE INDIVIDUAL WHO AGREES TO THIS AGREEMENT ON YOUR BEHALF MUST HAVE THE AUTHORITY TO BIND YOU TO THIS AGREEMENT. IF YOU DISAGREE WITH ANY PART OF THE TERMS THEN YOU MAY NOT ACCESS, USE THE WEBSITES, THE APPLICATION, OR THE SERVICES.

THESE CONDITIONS APPLY TO AND GOVERN THE SUPPLY OF EMPLOYMENT AND/OR KAYPICSPORTS SERVICES BY HITEK SOLUTIONS PARTNERS INC. OR “HITEK SOLUTIONS” AS REFERRED IN THIS DOCUMENT A COMPANY INCORPORATED IN CANADA, WHOSE REGISTERED OFFICE IS AT 65, SHERBROOKE STREET EAST, MONTREAL (QUEBEC), H1X 1C4.

Acceptance of Agreement - By using this site, you the Users are agreeing to the terms and conditions outlined in this Terms and Conditions of use Agreement (Agreement) with respect to our site (the Site). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, free product samples or freebie offers or services provided by or listed on the Site, and the subject matter of this Agreement. We may amend this Agreement at any time and at any frequency without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site. After reviewing the following terms and conditions thoroughly, if you do not agree to the terms and conditions, please do not use this site. By using the site, you consent to the terms and Conditions, and Privacy Policy.

CODE OF CONDUCT FOR ALL THE BENEFICIARIES, USERS AND ADVERTIZERS

ACCEPTANCE OF THE CODE OF CONDUCT

The code of conduct constitutes the agreement between you and the Company in respect of your use of the Service and the Website (the "Agreement").

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AGREEMENT BETWEEN THE USER AND HITEK SOLUTIONS

- a) To promote the positive aspects of the chosen sport, create a safe environment; enhance human dignity, create a recreational and productive sporting environment;
- b) To promote and modeling good ethical conduct, practices and sporting behaviour;
- c) To demonstrates integrity in professional relationships based upon trust, respect and the general wellbeing and development of the Kaypicsports.com platform;
- d) To promote a positive spirit, honesty, fair play, commitment, responsibility, development over stardom, team effort over victory, respect of others and leniency;
- e) To create opportunities to teach the value of sportsmanship and its principals to your members;
- f) To display consistently high behavioural standards when using the Kaypicsports.com platform;
- g) To never compromise unduly the reputation and image of the Kaypicsports.com platform;
- h) To respect the boundaries set for the utilization of the Kaypicsports.com platform and to never compromise the accessibility for all the other users by any means;
- i) To follow and abide by the local and federal government laws and all other disciplinary body when using the Kaypicsports.com platform;
- j) To use the Kaypicsports.com platform for any other purpose other than a sport management application or to alter, hack or damage intentionally the integrity of the network resources;
- k) To never promote rule violations and forbidden activities adopted by the administrator when using the Kaypicsports.com platform;
- l) To accept responsibility over the services rendered and allow equity towards all your members;
- m) To never promote anti-social behaviour, crude or lewd act, profanity, foul language or abusive language or gesture, excessive control, ridicule, demeans, degrading behaviour, physical or psychological exploitation or to encourage such activities;
- n) To never use the Kaypicsports.com platform for illicit activities or obscenities, harassment, hatred agenda, inappropriate material, strong sexual content, pornographic, infringement (intellectual property, copyrights), violence, verbal detriment, abuse of any groups, against morality and good civic behaviour, breach of privacy of others;

- o) To abide by the general intention of the 'Universal declaration of the human rights' adopted by the United Nation (December 10th, 1948). Every human being is born with the undeniable right, to life, to liberty, to prosper and to freedom. Thus, when using the Kaypicsports.com platform, it will not be tolerate to intimidate, offend, insult, humiliate, or discriminate against any other person or group on the ground of : gender, race, ancestry, disability, age, religious faith or political belief, sexual orientation, marital and family status, source of income, social background, place of origin, ethnic background, language and physical or mental disability;
- p) To communicate any concerns or differences through the appropriate channels for further analysis and investigation;

Failure to respect or derogate any articles of the code of conduct set for the use of the Kaypicsports.com platform may result, therefore, depending on the severity and frequency of the default, with the immediate termination of the privilege to use the Kaypicsports.com platform or a temporary suspension for correctness and proactive solutions.

In all, we believe in equality and respect diversity, we encourage all the users to become role models and ambassadors of a free, safe, healthy, formative, amicable, professional, safe, productive, emancipated, progressive environment when using the Kaypicsports.com platform.

TERMS AND CONDITIONS OF SERVICE

ACCEPTANCE OF TERMS AND CONDITIONS

The use of this website is conditional upon your acceptance of these terms and conditions. You will be deemed to have accepted these terms and conditions by using this website and downloading any APP, regardless of whether or not you register as a member. If you do not agree to these terms and conditions, you must not use this web platform.

AGREEMENT BETWEEN THE USER AND HITEK SOLUTIONS

Hereafter, this is an agreement ("Agreement") between you and HITEK SOLUTIONS. This Agreement governs your use of any Web site or Web page operated by HITEK SOLUTIONS. You represent that you are at least 18 years of age and have attained the age of majority in the province, state or country in which you reside, and any information that you submit is correct. HITEK SOLUTIONS OFFERS THIS WEB SITE AND ANY APP TO YOU CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THIS AGREEMENT. YOUR USE OF ANY HITEK SOLUTIONS WEB SITE CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY.

1. TERMS AND CONDITIONS

1.1. Any reference in these conditions to a statute or regulation is to be construed as a reference to that statute or regulation as amended or re-enacted from time to time.

1.2. The definitions set out in the Personal Information Protection and Electronic Documents Act applies to words and expressions with an initial capital letter appearing in any condition of these Conditions.

1.3. The headings in these Conditions are for ease of reference only; they do not affect the interpretation or construction of these Conditions.

1.4. Any typographical, clerical, or other error or omission in any services literature, price list, quotation, acceptance of offer, invoice or other document or information issued by HITEK SOLUTIONS shall be subject to correction without any liability or responsibility on the part of HITEK SOLUTIONS.

2. Interpretation

2.01. In these 'Terms and Conditions', the following words have the following meanings:

2.02.1 Kaypicsports.com's Community Animator: An individual or entity that acts as an animator in a community.

2.02.2 Kaypicsports.com's Kaypic International Leader: An individual or entity that acts as an ambassador in order to promote Kaypicsports.com and its products in a community.

2.03.0 Agreement: means the Terms and Conditions, Privacy Policy, and any materials available on the Kaypicsports.com website that are specifically incorporated by reference. Whereas, HITEK SOLUTIONS and Users believe it is in their mutual interest and desire to enter into an agreement whereby Users would use HITEK SOLUTIONS 's Software on a 'computer' or 'mobile device' pursuant to the terms hereinafter provided.

2.03.1 Application or Programs: means a program or group of programs that is design for the end User. Application software can be divided into two general classes: systems software and applications software. Applications software (also called end-user programs) includes such things as database programs, word processors, web browsers, and spreadsheets. In contrast, Systems software consists of low-level programs that interact with the computer at a very basic level. This includes operating systems, compilers, and utilities for managing computer resources.

2.03.1 APP – Mobile: means a computer program or piece of software designed for a particular purpose that a End User can download onto a mobile phone or other mobile device.

2.04. Cascading Style Sheets (CSS) or Look and Field: means a style sheet language used for describing the look and formatting of a document written in a mark up

language. CSS is designed primarily to enable the separation of document content from document presentation, including elements such as the layout, colors, and fonts.

2.05. Certified Solution Partner: means an authorized and certified entity allowed by HITEK SOLUTIONS to access, modify, improve, and alter Kaypic Sports™ platform and systems source code.

2.06. Cloud Services: Cloud computing involves deploying groups of remote servers, browser and software network that allow centralized data storage, and online access to computer services or resources virtually (on demand) with cost, rapidity, volume, reliability, security, performance and enhance deficiency advantages. HITEK SOLUTIONS favours the use of a cloud platform authorized and recognized by HITEK SOLUTIONS to be compatible and in conformity with Kaypic Sports™ Software in term of security, reliability, and performance attributes. In such a case, Amazon Cloud or Azure Cloud is authorized and compatible with HITEK SOLUTIONS as of February 1st, 2015. HITEK SOLUTIONS reserves the rights to add or withdraw any cloud service provider at any subsequent time.

2.07. The Conditions: means the Terms and Conditions; the Contract and/or the Agreement for Usage of the 'Interactive Sporting Wellness Social Network Web Platform Services' via Kaypicsports.com by the Users;

2.08. Confidentiality: means licensee or Users recognizes that the Software is the proprietary and confidential property of Licensor or HITEK SOLUTIONS Licensee shall not, without the prior express written consent of Licensor, during the term of this Agreement and for additional years thereafter, disclose or reveal to any third party or utilize for its own benefit other than pursuant to this Agreement, any Software provided by Licensor concerning Products, provided that such information was not previously known to Licensee or to the general public. Licensee further agrees to take all reasonable precautions to preserve the confidentiality of Licensor's Software and shall assume responsibility that its employees and assignees will similarly preserve this information against third parties. The provisions of this clause shall survive termination of this Agreement. The EEA (European Economic Area- Data Protection Act 1998 and the EU new RGDP 2018) model clauses and/or United States (Safe Harbour), Switzerland, Canada and Argentina are appropriate references in regards to confidentiality and handling of data. In such cases where data are handled in a country outside established model country with no Data Protection Act, an additional data protection agreement between the relevant parties shall be produced accordingly.

2.09. Consumption tax charges: means the process of paying required consumption tax charges in accordance to local, States, or Federal government authorities and thus, as a the mandate to collect tax on spending on goods and services. The Consumption taxes are indirect, such as a **sales tax** or a **value added tax**.

2.10. Conventional Payment Method: means the commonly used method of payment available in the marketplace commercially (cash, debit, credit card and checks);

2.11. Copyright: means the exclusive legal right, given to an originator or an assignee to print, publish, perform, film, or record literary, artistic, or musical material, and to authorize others to do the same.

2.12. Domain Name Usage: means an identification string that defines a realm of administrative autonomy, authority, or control within the internet. Domain names are formed by the rules and procedures of the Domain Name System (DNS). Any name registered in the DNS is a domain name. Domain names are used in various networking contexts and application-specific naming and addressing purposes. Domain names serve as names for Internet resources such as computers, networks, and services. A domain name represents an Internet Protocol (IP) resource. Individual Internet host computers use domain names as host identifiers, or host names. In any situation, Kaypic Sports™ User ‘Owner Manager’ may subscribe to their own dedicated domain name, thus replacing Kaypicsports.com service domain. However, when applicable, a comprehensive ‘Administrative Fees’ shall be priced and charged to the User ‘Owner Manager’ on a monthly or annually basis for replacing Kaypicsports.com service domain.

2.13. Electronic communication: means any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo-electronic or photo-optical system. HITEK SOLUTIONS uses SMS and emails, and may occasionally use land telephone.

2.14. Facilitator or Affiliates: means HITEK SOLUTIONS affiliates or mandated body acting as an intermediary or facilitator, for the “User” under the Service Agreement;

2.15. The Hourly Rates or Services Fees: means the monetarily retribution paid in exchange for paid customized IT Services upon Completion or Delivery as set out and as part of ‘AN’ Agreement; the Fees as specified in the Rate for The Services;

2.16. Improvements: means improvements or modifications made by HITEK SOLUTIONS developers or its affiliates to the Platform shall be promptly provided to Users or Licensee and shall be automatically included in this Agreement.

2.17. Intellectual Property Rights: means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for or register such rights;

2.18. The IT Service quotation: means or identify, at the sole discretion of HITEK SOLUTIONS or its affiliates, a quotation for a specific assignment as per say for the sole purpose of using the Kaypicsports.com Services;

2.19. HITEK SOLUTIONS: means a legal entity company, a licensor who is engaged in the business of designing and developing computer-related software and hardware systems and related products, and has created and developed a software package called Kaypic Sports™ of product that is intended for Sport Management Services. The company is incorporated in MONTREAL, CANADA.

2.20. HITEK SOLUTIONS and Affiliates: means any other subsidiary or partner of HITEK SOLUTIONS for the time being.

2.21. Kaypic Sports™ Software or Platform: means the programs and other operating information used by a computer, every application is written to run under a specific CPU/operating system environment.

2.22. Kaypic Sports™ account: means or identify the Kaypicsports.com membership account created or assigned, and associated with the official email address provided by the 'Users' after reading and agreeing upon the 'Terms and Conditions' when registering.

2.23. Kaypicsports.com membership card: means or identify the Kaypicsports membership card created or assigned, and associated with 'a' User (picture, name, ID no etc.) after reading and agreeing upon the 'Terms and Conditions' when registering.

2.24. Late Service Fees: means a charge calculated on a per day basis levied against a client for not paying a bill on its due date.

2.25. Late Service Fees Interest: means the interest calculated on a per day basis levied against a client for not paying a bill on its due date.

2.26. Licensed Product: means the Kaypicsports.com Services Platform, Updates or Documentation to which Users has rightful access through a valid Grant Letter or electronic notification. Due to the nature of a (SaaS) Agreement – the right to access software is for a limited period. The Kaypicsports.com Services ensure that the User's right to access and use the software ends upon expiry or termination of the (SaaS) Agreement. Users are simply renting 'FREE' access to the software basic features until the Agreement ends and no ownership or perpetual user rights are being granted in the (SaaS) software.

2.27. Licensee: mean all Users using the Kaypicsports.com or HITEK SOLUTIONS Software or Platform to operate their business.

2.28. License Fees: means the cost related to the exploitation a product. Hence, there is no License fees for exploiting Kaypicsports.com. the platform is 'FREE' for usage (For general, license fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due, If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full).

2.29. Licensor: means HITEK SOLUTIONS who own the intellectual rights and property rights to exploit commercially the platform Kaypicsports.com.

2.30. Malware: means applications, executable code, or malicious content that HITEK SOLUTIONS and its partners deem to be harmful for normal operation of the system.

2.31. Manage service: means a managed services provider (MSP), it is an information technology (IT) services provider that manages and assumes responsibility for providing a defined set of services to its clients either proactively or as the MSP (not the client) determines that services are needed. A Manage Services Provider can bill an upfront setup or transition fee and an ongoing flat or near-fixed monthly fee, which benefits clients by providing them with predictable IT support costs.

2.32. Misrepresentation: means a User shall not falsely claim is affiliation of its organization with an individual, or an existing or non existing entity or intentionally impersonate the characteristic of an individual or Legal entity or pretend to own, partially own or to detain the intellectual property rights or take full or partial credit for the conception, creation and production of the Kaypic Sports™ platform. HITEK SOLUTIONS may take appropriate action (administrative fine, service suspension etc.) under a breach of any of these conditions.

2.33. Non Competitive Clause: means the User duly engage to not compete with Kaypicsports.com or HITEK SOLUTIONS, directly or indirectly, with a third party or, a joint venture, or as an associate, or with a subsidiary, or as a consultant, within the next three years (3) following the termination of this Agreement with Kaypicsports.com, under any circumstances, with a Service level product similar or comparable, to the Sport Management Web Services (SaaS) unless authorized by a written letter by two (2) senior representatives of HITEK SOLUTIONS.

2.34. Non-Exclusive Use: means a Licensor can grant to a User the right to exploit the Platform, 'Usage right', of its non-assignable intellectual property. HITEK SOLUTIONS remains free to allow any number of other licensees to exploit the Kaypic Sports™ software to any other individual, legal entity etc., for commercial purposes. In the event that Licensee desires to add more 'computers', it shall notify Licensor of such fact, provide Licensor with the serial numbers of the additional 'computers' to be added, and agree to pay the Additional User Fee recited in the Agreement attached here to if applicable. No right or license is being conveyed to Licensee to use the Software at any other location. Licensee is prohibited from making any copies, archival or otherwise, of the Software. Licensee is further prohibited from using the Software in any manner other than as described in the above Kaypic Sports™ definition. Importantly, the licensor is not also excluded from exploiting the intellectual property rights. All HITEK SOLUTIONS software are **NON-EXCLUSIVE and NON-ASSIGNABLE by default**, unless indicated otherwise in written or in a business 'Agreement' and confirmed in written statement by HITEK SOLUTIONS Management.

2.35. Online System Payment: means an Internet-based method of processing economic transactions, allowing money transfers or exchanges electronically only

through the internet instead of using cash, check or by mail (ex.: Stripe, PayPal, Moneris etc.).

2.36. Online System Payment Account: means an assigned account that enables users to make electronic transaction via an online payment system provider such as Stripe, PayPal, or Moneris.

2.37. Open Source Software: means the software which is provided, subject to a licence, make the source code available to everyone. Anyone is permitted to see how the source code works, change it or make it work differently. Closed source/proprietary software is the opposite of an OSS and specifically prohibits such rights. Kaypic Sports™ is a closed source/ proprietary software.

2.38. Road Map: means the projected improvements, alterations or additional features to be added to the Kaypicsports.com platform as duly planned according to a precise time schedule available at (www.kaypicsports.com) website. Any request submitted by the User to HITEK SOLUTIONS or its affiliates which is not part or do not fall into the Road Map ‘scheduling’ is subject to additional ‘IT’ consulting fees based upon the average market ‘IT’ rate fees for completion by a ‘Certified Solution Partner’. HITEK SOLUTIONS reserves the rights to refuse a request from any User given that the request would impair or disrupt the overall functioning of the Kaypicsports.com Platform.

2.39.1. SaaS: means Service as a Software, is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. It is sometimes referred to as "on-demand software" SaaS is typically accessed by users using a thin client via a web browser.

2.39.2. SLA: means Service Level Agreement, is a contract between a service provider (either internal or external) and the end user that defines the level of service expected from the service provider. SLA’s are output-based in that their purpose is specifically to define what the customer will receive.

2.39.3. Services: means "Software as a Service" or "SaaS", which consists of activities including Daily Operational, system tabulation, system administration, system management and system monitoring that Users, once Kaypic Sports™ Software installed, are using to operate along with any optional add-on services projected in the Road Mad, and as ordered by User in one or more Grant Letters or email notification.

2.39.4 The Service Agreement: means a part of a service contract where a service is formally defined. Particular aspects of the service - scope, quality, responsibilities - are agreed between HITEK SOLUTIONS (the ‘Service provider’) and the Service User (the “User”);

2.40. Service Level Agreement (SLA) means a contract between a service provider (either internal or external) and the end user that defines the level of service expected from the service provider. SLA’s are output-based in that their purpose is

specifically to define what the Customer will receive. This sets out the hosting, support and maintenance services being provided to the customer by the supplier. The data centre is located at Amazon.com, which operates it at the same time.

2.41. The Services Rates: means, at the sole discretion of HITEK SOLUTIONS or its affiliates, the estimated 'Rate' enacted by HITEK SOLUTIONS, at its own discretion and rights, for using any 'SPECIFIC' feature or services deemed 'PAYABLE' for The 'Kaypicsports.com Services';

2.41.1 Service Usage - Utility Fees. Applicable for all Non-exclusive and Exclusive Kaypicsports™ accounts. The Utility Fees are pre-paid fees that are payable on a monthly basis, on the first day of the month, for the use of software programs, development of support system incentives, applications on mobile devices or mobile apps or other related utility cost deemed necessary by Kaypic Sports™ and the operating commercial premium. Hence, when the APP is opened, the User's clientele, via a mobile App, can run inside the operating system of Kaypic Sports™. The Fees are predetermined by Kaypic Sports™ Administration or any entity in control of Kaypic Sports™. The fees cannot be replaced or forfeited, as they are mandatory to all Users. Kaypic Sports™ reserves the rights to modify, increase, or decrease the monthly rate without any further notice. Nonetheless, Kaypic Sports™ Administration vows to notify all Customers 3 months in advance, prior to the civic calendar yearend.

2.41.2. Service Usage - User's FEES AND CREDITS ACCESS COMMISSION FEES. Applicable for all Non-exclusive Kaypic Sports™ accounts for the User's fees and credits accesses (when it may be applicable). The Membership Access Commission Fees are pre-paid fees that are payable on a monthly basis, on the first day of the month or as a (1) one time payment at the User's clientele registration process, depending on the User corporate marketing strategy. The Service Usage - Fees and Credits Access Commission Fees are currently established at (15%) fifteen percent, Kaypic Sports™'s Administration or controlling bodies reserves the rights to increase or decrease the Fees at any time without any further notice.

2.41.3. Service Exploitation: means User 'Owner Manager' acknowledge not to reproduce, duplicate, copy, sell, rent, lend, resell or exploit any portion of the Service, use of the Service, or access to the Service without express written consent by HITEK SOLUTIONS Management.

2.41.4. Service Improvements: means HITEK SOLUTIONS continually changes and improves the Services. The User's use of any new features and functionality added to the Services may be subject to additional or different term relating to such new features and functionality is it is not par of the official ROAD MAP. Kaypic Sports™ may alter or remove functionality from Services at anytime without prior notice. HITEK SOLUTIONS will inform the Users 'Owner Manager' of any additional or different terms. It is the responsibility of the User to visit regularly the Kaypic Sports™ website or Road Map page. In any case of using a third party to further advance the

Kaypic Sports™ functionalities or development, the User ‘Owner Manager’ may or may not use Kaypic Sports™ Sports Services. However, under any circumstances shall the Customer held Kaypic Sports™ responsible for the modification of the codes, damages or a dysfunctional system. Hence, any additional changes or improvement will remain the sole intellectual property and copyright of HITEK SOLUTIONS.

2.42. The Service Venue: means the scene or online settings operated by HITEK SOLUTIONS in which an ‘Interaction’ may take place between a “User” and the ‘Kaypicsports.com Platform’ under a Service Agreement;

2.43. The SMS or SHORT MESSAGE SERVICE cost: means the SMS cost package payable in advance via Stripe, Paypal or Moneris to Kaypic Sports™ Accounting (the rate is subject to changes upon short notice at any given time - see section 4.10.3);

2.44. Software as a Service (SaaS): means a software distribution model in which applications are hosted by a vendor or service provider and made available to Users over a network, the Internet (or the Software or Platform License).

2.45. The Sport Management Web Services: means the ‘Service Connection’ that HITEK SOLUTIONS is providing and operating via The ‘Service Venue’ Kaypicsport.com, under a Service Agreement;

2.45.1 Software Usage: User are not authorized to rent, resell or lend to a third party, or associate, or subsidiary, directly or indirectly, under any circumstances, any functionality or features related to the Kaypic Sports™ Services platform without the written consent of two (2) senior representatives of Kaypic Sports™ or HITEK SOLUTIONS;

2.46. Support: means technical assistance provided as described in the then-current Kaypicsports.com Technical Support and Maintenance Terms, which are posted on Kaypicsports.com website at: (contact@kaypicsports.com) Support hours and services related directly to the usage of Kaypic Sports™ shall be available during normal business hours from Monday to Friday (09h00 – 17H00) via the website address when it is deemed to be free of charges and part of the (SLA) Agreement.

2.46.1 Sub-Contractors or affiliates: The terms of this (SaaS) Agreement includes the right to use sub-contractor – (ex: a third party data centre – to host (SaaS) software). HITEK SOLUTIONS consider sub-contractors for practical reasons as often numerous sub-contractors are used in providing the (SaaS) Services and these sub-contractors will change over time.

2.47. Submission: means the All suggestions, ideas, notes, concepts and other information you may send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, HITEK SOLUTIONS, shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose (commercially and non-commercially), without

compensation, royalty-free, perpetually, irrevocably, and non-exclusively to the provider of the Submissions;

2.48. Suspension of Account means the User account has been suspended for a breach of the Terms of Conditions, Policy, Agreement etc.

2.48.1 Suspension of Service: means HITEK SOLUTIONS has suspended the general service due to maintenance, improvement, updates, or any other technical issues dimmed to be relatively important in order to provide a reliable and efficient service to all Customers.

2.48.2 Service Credits. User 'Owner Manager' may be entitled to specific liquidated damages related for availability problems of Kaypic Sports™ Services in the form of a 'Service credit' for 'USAGE' of the Service without a charge for interruption of the Service by Kaypic Sports™. No other type of damages can be claimed in addition for the same breach. Substantial proof will be required in order to honour the clause, an electronic note will be sent by Kaypic Sports™. For any damages claims, User must contact Kaypic Sports™ at: (contact@kaypicsports.com).

2.49. Trademark: means a recognizable, registered, or established by use of a sign, design, or expression which identifies products or services of a particular source from those of others – Kaypic Sports™.

2.50. Upgrade - Product: means any and all improvements planned in the ROAD MAP for the Product which are made generally available to Kaypicsports.com's Users and as a part of purchased support and which are not separately priced or marketed by Kaypicsports.com.

2.51. Upgrade – Service: means to replace or interchange the current 'exploitation plan' (exclusive or non-exclusive) for increased usefulness or to accommodate the User's growth or administrative capacity. A Service Upgrade can only be performed once in a calendar year and must be carryout throughout the User's fiscal year before enacting another Service Upgrade. In any other situation, HITEK SOLUTIONS may charge Special Administrative Fees for any Service Upgrade (when it may be applicable) conducted outside the calendar year limitation or else.

2.52. Update – System: means to protect and improve the content of the product and includes without limitation all aspects such as signature files and sets, anti-malware software uses to detect and repair viruses, bug solving, coding errors, interface improvements, structural enhancement, Trojan horses prevention and potentially unwanted programs, policy, conditions and database updates for the product, which are made generally available to HITEK SOLUTIONS's Users base as a part of purchased support and which are not separately charged or marketed by Kaypicsports.com.

2.53. The Users: means the interveners and Individual or Legal entity that wish to use Kaypic Sports™ Software or Platform 'The Service' and accepting the terms

Agreement, in conjunction with providing its members Sport Management Services with the Platform of the 'Service Venue', Kaypicsports.com;

2.54. The User 'Member': means the general User or subscriber (athletic performers) of a User 'Owner Manager' account.

2.55. The User 'Owner Manager': means the owner exploiting the Sport Management Services platform 'Kaypicsports.com' for its members.

2.56. Third Party Service Provider: means a third-party logistics provider (abbr.: 3PL, or TPL) i.e. a firm that provides service to its customers of outsourced (or "Third Party") logistics services for part, or all of their supply chain management functions;

2.60. INTERNATIONAL LEADER AGREEMENT - KAYPICSPORTS.COM (Currently not available and applicable)

2.60.1 'Kaypic International Leader Agreement' 1.0 Definition and Concept 2.0 Interveners 3.0 Main clause 3.1 Exclusivity and territory 3.2 Non-competition undertaking 3.3 Obligation to inform 3.4. Advantages for the Kaypic International Leader 3.5 Compensation for the termination of the Agreement 3.6 Profile of the International Leader 3.7 Authenticity of the International Leader 3.8 Internet Fraud Detection 4. Territory applicable laws.

1.0. The Sport Kaypicsports.com Social Network and its mobile platform Kaypic Sports™ are completely free and available to all, which promote the physical well-being of the different communities served, through sports development in order to energize and strengthening intercultural exchanges between localities, regions, and nations.

2.0. In this agreement, a party ("The Mandator") proposes to another party, whether an individual or legal person ("the International Leader") with knowledge and experience in sports, as a spokesperson, to promote in a locality, to the development of its users in foreign markets. The International Leader is a person of full age or deemed recognized by law, in the case of a minor, an authorization from a person of full age or guardian must be obtained. The International Leader cannot negotiate, suggest, or engage transactions or contracts on behalf of the Company, HiTek Solutions, Kaypicsports.com, Kaypic Sports™ or its affiliations.

3.0. The Principal is HiTek Solutions, a company incorporated in Canada, whose registered office is at 65, Sherbrooke Street East, Montreal, Quebec H1X 1C4 Canada. The International Leader may be either an enterprise or a person (independent). The intervener www.Kaypicsports.com

3.1 The International Leader shall operate exclusively in the respective field of the Company and on a geophysical territory designated by his place of residence or otherwise. The Principal cannot guarantee the availability of the activity 'International' in all international territories.

3.2 Unless authorized in writing by the Company, the International Leader will not be able to manufacture, distribute, or represent any type of product in direct competition with Kaypicsports.com and its services, including the Kaypic Sports™

platform. The non-competitive clause will remain valid for the duration of this contract and for a further 2 years after its termination. During the term of this Agreement, the Principal will not grant any right of sale of products or derivatives on the Territory to any third party, whether an individual or legal person. The Principal shall have the right to negotiate directly, without intermediation of the International Leader with clients located in the territory; the Principal may inform the International Leader at his own discretion.

3.3 The International Leader shall inform the Principal promptly regarding the conditions of the territory, competition, and standards affecting the commercialization of the Services. Similarly, on a monthly basis, it may send a summary report on its activities and perspectives on the Services. The Principal shall provide the International Leader via its website or other information necessary for the Services.

3.4 The International Leader has the opportunity to dynamically enhance and promote the local community through Amateur Sport and others, thereby strengthening community ties and the physical, social well-being of the resident. Kaypicsports.com is a free service offered to all the population via a public portal accessible on a large scale. The Network gives access to high visibility and window of international opportunity in the sports field. By being a free Network, the International Leader has access to a recognition system enabling him to obtain promotional or other products free of charge. By accumulating recognition from good actions, he can be awarded the profile of Kaypic International leader (KIL) of the week, the month and the year on the whole network, ensuring a high international visibility in the Global Network of Kaypicsports.com.

3.5 The International Leader shall not be entitled to any compensation in the event of premature end or termination of the Agreement, nor shall he be entitled to claim damages in the event of termination by Principal. The International leader shall not be entitled to any compensation for subscription generated in the event of early dissolution of the Agreement.

3.6 The International Leader undertakes to solemnly declare that he is exempt from criminal records for fraud, corruption, crime against a minor of age, or any criminal offense which has been convicted by a Court of Justice and for which he has not been pardoned for the last 10 years in its region or locality. In the absence of any false representation, the International Leader's Agreement shall lapse immediately. The Principal shall not be held liable for acts committed by an International Leader who has made a false declaration voluntarily or inadvertently. The International Leader also undertakes, solemnly, not to damage and tarnish the reputation of the Principal and his affiliations unconditionally under pain of prosecution for defamation and misrepresentation.

3.7 The International Leader undertakes to allow the authentication of his identity by various means set up by the Principal. The Principal reserves the right not to retain the appointment of an International Leader in the event that an authentication is deemed incomplete or indeterminate.

3.8 As part of the process of accepting an International Leader, the Principal reserves the right to submit any application to existing Internet Fraud Detection (IFD) methodologies.

4. The Parties shall make every effort to resolve through direct negotiation any disputes, controversies or disputes that may arise between them as far as the Agreement is concerned. The Parties are free to submit disputes concerning the Agreement to the International Arbitration or to the national legislation or jurisdiction of the Courts of the country where the Principal hold is headquarter.

3. Service Agreement.

3.1. The Contracting Entity

Kaypicsports.com, The Service is provided by HITEK SOLUTIONS a Canadian entity, incorporated in Canada whose registered office is at 65, Sherbrooke Street East, Montreal (Quebec), H1X 1C4.

3.2. The Availability: The Kaypicsports.com Service is provided “as is” and “as available” in beta unless described otherwise.

3.3. The Application: These terms and conditions apply to any provision of services or materials provided by HITEK SOLUTIONS to the Users.

3.3.1 Modification to the Terms: HITEK SOLUTIONS reserves the right to modify the terms and conditions of this Agreement at any time, effective upon the posting of an updated version at (www.Kaypicsports.com). User is responsible for regularly reviewing this Agreement. Continued use of the Software or Services after any such changes shall constitute User’s consent to the changes.

3.4. The Beta releases: HITEK SOLUTIONS reserves the right to materially change or discontinue Software or Services designated in Beta stage at any time and without notice to Users. Access or use of Software or Services identified as not generally available for commercial use, such as “Beta” or “Pre-Release” (“Beta Product”), is restricted to Users's internal performance evaluation of the Beta Product. Customer's access to the Beta Product may be interrupted during maintenance periods. HITEK SOLUTIONS is not obligated to finally release any version of the Beta Product or production release. Users will report to Kaypicsports.com or HITEK SOLUTIONS unusual, unplanned, or out of the ordinary events observed in the Beta Product. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE BETA PRODUCTS MAY CONTAIN BUGS, ERRORS AND DEFECTS AND ARE NOT EXPECTED TO FUNCTION WITHOUT INTERRUPTION.

3.5. The Electronic communications: When a User visit Kaypicsports.com or send e-mails to us, User is communicating with the administration electronically. User consents to receive communications from HITEK SOLUTIONS and its affiliates electronically. HITEK SOLUTIONS or its affiliates will communicate with you via e-

mail, SMS when conducting daily operations as it is fundamental part, and it defines the 'Service Venue' mechanism, any other way is detrimental to the 'normal' process of our operations. The User agrees HITEK SOLUTIONS may post notices on our website, and it shall be deemed as having been delivered when the email or SMS has been open by the User. Although the system operates online, HITEK SOLUTIONS and its affiliates may communicate occasionally via landlines or cellular phone from time to time. User agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.

3.6. The Notice: All written notices to be served on or given to the User shall be sent or delivered to the User's principle place of business or official email address provided on registration and shall be treated as having been given upon receipt.

3.7. The Commercial relations - Nothing in these Conditions creates, implies or evidences any limited or general partnership, joint venture, nominal expenditures company, shell company, dormant company, association, investor, shareholder, business representative, private equity firm, edge funds, investment trust, employer-employee between HITEK SOLUTIONS and its affiliates and the User.

3.8. The Warranty: HITEK SOLUTIONS warrants that it has the right to provide the Services. But otherwise the Services are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable or serviceable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Services are suitable for the purposes intended by the User. HITEK SOLUTIONS warrants that the Services will be supplied using reasonable care and skill for the purposes. HITEK SOLUTIONS does not warrant that the 'Service Venue' Users are in their control, nor the Service Venue is error-free, accurate, complete, and reliable from the use of information technologies materials, and/or software exactness. The User is solely responsible for any liabilities that a User may be subjected due to negligence and may be subjected to compensation via indemnity to the User own insurance policy. The User agree to indemnify HITEK SOLUTIONS and all its employees, agents and affiliates from any and all liability, loss, damages, claim and expenses as a result of the Terms and conditions, or the use of Service Venue or Kaypicsports.com platform and all HITEK SOLUTIONS's properties. It is the User responsibility to evaluate and assess other User authenticity based upon common sense, rationality and experience in other to protect its business, facilities, assets and to secure its own security and the regular employees of his/her commercial establishment, and other property. HITEK SOLUTIONS shall bear no responsibility or whatsoever in case of injuries, damages, loss, theft etc. as the result of the terms and conditions under contract.

3.9. The Formation of Agreement: All 'Sport Marketing Web Services' offered or sold by HITEK SOLUTIONS are subject to HITEK SOLUTIONS's standard Terms and Conditions (as detailed in section 3.8), which form part of the User's contract with the HITEK SOLUTIONS Terms and Conditions on the User usage. Other similar document shall not be binding on HITEK SOLUTIONS.

3.10. The Services mechanism: HITEK SOLUTIONS offers a Sport Management platform where The User can operate via the '**Service Venue**' platform with a '**Kaypic Sport™ Account**' for the management of a team, league, or association. (2) The consensual agreement is between HITEK SOLUTIONS and the User. (3) HITEK SOLUTIONS provides a 'Services Venue' to User by with a single or multiple 'User' simultaneously, as a result, HITEK SOLUTIONS has no responsibility, or liability for any 'Sport Management' provided to User members by a User 'Owner Manager'. (4) The 'User' Owner Manager is oblige by law to provide a safe and healthy working environment, with acceptable safety and health standards, free of dangerous machinery, hazardous materials, noise etc. in order to prevent User 'Members' injury and disease. (5) Under This Terms and Conditions of Use, HITEK SOLUTIONS shall by exempt of a any claims, compensation, indemnity, damages that may occur to the any User 'Members' at the User workplace due to The User 'Owner Manager' negligence or insufficient maintenance or whatsoever. (6) The User 'Owner Manager' is solely liable, accountable, and responsible for any injuries or damages caused at its facilities to a User 'Member' just like any of its 'Regular staffing personnel' would have been eligible to claim, acknowledge, and state from its workplace. (7) Under The Terms and Conditions' The User 'Owner Manager' HITEK SOLUTIONS of any damages, claim, indemnity, compensation, responsibility from injuries incurred to a User 'Member' at its facilities. (8) In addition, The User 'Owner Manager' is responsible to provide an environment that is free of any form of harassment, discrimination, abuse, violence, insults and poor behavioural ethics in conjunction with the Canadian Charter of Rights and/or The Universal declaration of Human Rights. (9) As a result of The 'Terms and Conditions', there is no partnership, association, principal and agent, employer-employee or joint venture relationship between HITEK SOLUTIONS, The User 'Owner Manager', and User The 'Member'. (10) HITEK SOLUTIONS and its affiliates attempt to be as forth forward as possible. However, HITEK SOLUTIONS does not guarantee or pledge that services descriptions, availability, quality, deliverance, failure, and legality or other content of this site is complete, current, or error-free. HITEK SOLUTIONS will use reasonable endeavours to carry out the Services with reasonable skill and care. (11) HITEK SOLUTIONS will venture to complete the Services and operate, as much efficiently as possible. However HITEK SOLUTIONS will not be liable for any delay or failure to deliver or perform in accordance with the Sport Management Web Services descriptions nor shall HITEK SOLUTIONS avow or declare having control over the

accountability, integrity, uprightness, responsibility, liability, impersonation of the Users, and/or any subsequent action by the Users. (12) HITEK SOLUTIONS shall make no representations on the veracity, timeliness, and reliability of the Sport Management Web Services performed by the User 'Member'. (13) Any delay by the User in providing accurate information, or in complying with the Terms or in paying any of the Service rates to HITEK SOLUTIONS or its affiliates, when applicable, will give HITEK SOLUTIONS the right to delay deliverance of the Services until rectification of the situation. If a service offered by Kaypicsports.com is not as described, your sole remedy is to terminate the usage. (14) Although HITEK SOLUTIONS may substantiate or authenticate a User 'Member' eligibility or qualification to perform 'Sport Management Services', HITEK SOLUTIONS do not sanction or endorse any User conduct, action, misbehaviour, transgression or misdemeanours. As a result, The User is regard as being solely responsible for service interaction and shall not held HITEK SOLUTIONS liable and/or accountable for any interaction between Users. (15) Hence, any Users 'Owner Manager' should exercise cautiousness, discretion, and carefulness when interacting with another 'User' while using the 'Service venue' of Kaypicsports.com, whether online or offline, in person or on telephone in order to secure and/or protect, your property, assets, materials, furniture's and consolidate individual and your own personal safety, on a consistent basis. (16) The Users agrees HITEK SOLUTIONS cannot guarantee the 'Service venue' to User ('Owner Manager') or likewise 'Services' to User ('Member') from general use. (17) HITEK SOLUTIONS, at its sole discretion, modify, change, or adjust the 'relationship status' between the User 'Owner Manager' and HITEK SOLUTIONS as it may become more viable and appropriate under certain circumstances such as growth or local regulations etc. In any event, HITEK SOLUTIONS shall explain to The User 'Member' the modification (18) thirty days in advance. The selective process shall take into account objectivity and relevant element. HITEK SOLUTIONS reserves all rights to amend the format, process eligibility, and selection without consultation. (19) The Users agrees and acknowledge HiTek Solutions, Kaypicsports.com, Kayp Sports™ and all its affiliates cannot be held responsible for any action perpetrated by a Community Leader, an International Leader or else, when acting on its own or against the rules and procedures set forth by HiTek Solutions or its affiliates in any specific way.

3.11. The User ('Owner Manager'): The User ('Owner Manager') is a person, company, organization, association, or legal entity operating a business, under The Service Agreement.

3.12. The User ('Member'): The User ('Member') is an individual, a team or association or independent contractor who uses the Kaypicsports.com platform according to its own processes or methods, under The Service Agreement.

3.13. Solicitation, elusiveness, and wilful misconception: The Users may not solicit through the 'Service Venue' another User or as a method or vector for advertisement, business proposal, employment proposal outside the 'Service venue', contracting or any other purpose or whatsoever not related to the Usage within the 'mechanism' of the 'Services Venue' for the 'Staffing Services'. Users may not use the 'Service Venue' to collect, or copy, or reprint, or publish, or resell, usernames, social insurance number, email addresses, personal addresses, personal phone numbers, images and personal photos by any means, unless authorized in written by the express consent by the interested or HITEK SOLUTIONS.

3.14. The Deleting and Modification: HITEK SOLUTIONS reserve the right in our sole discretion, without any obligation and without any notice requirement to Users, to edit or delete any documents, information, or other content appearing on the Site, including this Service Agreement and Privacy Policies.

3.15. The Changes to Services: HITEK SOLUTIONS continually changes and improves the Services. The User's use of any new features and functionality added to the Services may be subject to additional or different Terms relating to such new features and functionality. HITEK SOLUTIONS may alter or remove functionality from the Services at any time without prior notice. HITEK SOLUTIONS will inform the User of any additional or different terms as set out in Section 1.1. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 (thirty) days notice prior to any new terms taking effect. Any new changes to the terms will be effective immediately for current, new, and future users of HITEK SOLUTIONS's website, application, and the services. What constitutes a material change will be determined at our sole discretion. HITEK SOLUTIONS may demand the user to submit an approval to the updated terms by any communicative means ('electronic or paper'). By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service. It is of the user responsibility to check the website from time to time for the latest term content.

3.16. The Support Services: HITEK SOLUTIONS and its affiliates may need to access your account in order to deliver support and User services.

3.16.1. Technical Support Service: The current Kaypic Sports™ Technical Support and Maintenance policies apply to the Software and Services. The Kaypic Sports™ Technical Support and Maintenance policies are incorporated by reference and can be found at: (www.Kaypicsports.com). Kaypic Sports™ Services will respond to any technical request on a commercially acceptable time window inside 24hrs, if possible. User can't hold Kaypic Sports™ or HITEK SOLUTIONS or its affiliates responsible for any delay in request.

3.16.2 Maintenance of the Main System: HITEK SOLUTIONS may proceed from time to time with routine maintenance of its systems. HITEK SOLUTIONS ensures User to commercially, minimize the impact on daily business operation.

3.16.3 Linked Sites: Certain links on this site may take you to other websites. Kaypic Sports™ provides these links only as a convenience. HITEK SOLUTIONS is not responsible for the content of any such linked pages. HITEK SOLUTIONS makes no representation or warranty regarding, and does not endorse, any linked websites, the information appearing thereon or any of the products or services described. If you use these sites, you will leave this site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements.

3.17. The Usage of Services: Unless otherwise agreed in writing by HITEK SOLUTIONS, the User 'Owner Manager' and their members shall be entitled to use the services provided as follows: The User 'Owner Manager' shall not otherwise be entitled to dispatch or to pass on whether to his/her members or other persons or make any other use of the Sport Management Web Platform and/or User ('Member'). The User ('Owner Manager') shall bear responsibility for ensuring that is operating in accordance with the law, and does not contravene, any labour instances or other laws, regulations or other trade customs and practices, social moral and ethics, and treacherously or precariously. HITEK SOLUTIONS bears no liability for any omissions or faults in these respects.

3.18. The Third Party Services: If the User uses the 'Service Venue' from Kaypicsports.com, it is agreed and acknowledged that any Third Party Service Provider may access or use the User's information. HITEK SOLUTIONS will not be responsible for any act or omission of the third party, including such third party's use of the User's information. HITEK SOLUTIONS does not guarantee any such third party service, and the User agrees not to hold HITEK SOLUTIONS liable for any issues arising from the use of the third party service.

3.19. The Breach of contract: In a case of a breach of these 'Terms and Conditions' by Users, HITEK SOLUTIONS, in its sole discretion, reserves the right to: (i) Warn User via the User's 'Kaypic Sports™ account', that these 'Terms and Conditions' have been breached or violated. (ii) Terminate or suspend the User registration or 'Kaypic Sports™ account' from the 'Service Venue'. (iii) Engage in any discourse or action against The 'User' that may be justified to HITEK SOLUTIONS based upon the fact made available or demonstrated. (iv) Suppress or delete The 'User' 'Kaypicsports.com account' content from the 'Service venue' without any further notice. (v) Reach a consensus added with a 'Renewable 6 months Probation' on the identified issue with the 'User' on the sole promise that The 'User' will make sure to end such practices or omissions, in the case of repetition of the same issue, HITEK SOLUTIONS shall terminate and delete the 'User' 'Kaypic Sports™ account' without

any further warning. (vi) HITEK SOLUTIONS shall take the appropriate action to notify the proper law enforcement authorities for further action when justified. In any situation, HITEK SOLUTIONS shall notify The 'User' its intention and factual motives via an email or other suitable mean of communication.

3.20. The Suspension of Services: HITEK SOLUTIONS may limit or suspend the Services from time to time at our discretion (for example, to perform scheduled maintenance). If HITEK SOLUTIONS limits or suspends the Services, we will endeavour to give the Users reasonable advance notice so that the Users can plan around it. However, there may be some situations, such as security emergencies, where it may not be practicable for HITEK SOLUTIONS to give advance notice. HITEK SOLUTIONS will use commercially reasonable efforts to narrow the scope and duration of the suspension or limitation as is needed to resolve the issue that prompted such action.

3.21. The Subsequent registration: In case of 'Services Venue' Termination or Suspension of the 'User' Kaypic Sports™ account', due to strict violation or a breach of The 'Terms and Conditions' of any section or articles of The 'Terms and Conditions'. The 'User' agrees not to attempt to re-register to the 'Service venue', directly or indirectly and/or with a new 'User' name, or via a third party or any other means or whatsoever. As a result, The 'User' also agrees not to be entitled to receive any type of refund for fees related or already incurred, processed or engaged, when applicable, to which your access had been terminated by HITEK SOLUTIONS. In the event of a violation of the 'Subsequent Registration' Terms HITEK SOLUTIONS reserves the rights, in its sole discretion, to take any or all actions required by law without any further notice.

4. The Users obligations

4.1. Registration

4.1.1 The Account registration: The Users are obligated to register via Kaypicsports.com in order to have access to the 'Service Venue'.

4.2. The Valid Contact information: The Users must provide a valid email address for your account and accurate information in relation to their identification.

4.3. The Kaypicsports.com account: If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may only use our website only with involvement of a parent or legal guardian or tutor. HITEK SOLUTIONS and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion.

4.4. Limited time: You have limited time to bring your case to HITEK SOLUTIONS. You and HITEK SOLUTIONS agree that any cause of action arising out of related to HITEK SOLUTIONS Services must commence within (3) months after the cause of action accrues. Otherwise, such cause of action will be deemed to be permanently barred for litigation. HITEK SOLUTIONS may also impose limits on certain features or services contained in the Service without prior notice. Users may have to comply to a 'good exemplary citizen' policy by not being abusive, defamatory, obscene, discriminatory, fraudulent, political, in violation of applicable laws, or otherwise offensive to other members, third parties and or HITEK SOLUTIONS, and must comply with HITEK SOLUTIONS 'good exemplary citizen' policy.

4.5. Use of Service & Responsibility: You are responsible for your use of the Services, for any content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will only be viewed by HITEK SOLUTIONS and companies owned by HITEK SOLUTIONS.

4.6. Transmitting, Posting and Uploading: By transmitting posting linking or uploading Content to any part of the Service, you represent and warrant that neither your content nor any parts thereof infringe upon the copyright or any other statutory or common-law or any applicable laws regarding intellectual property rights, including trademark, service mark, and trade name rights, proprietary rights, including without limitation trade secrets, or rights of privacy or publicity of any third party. You may not copy, use, or retransmit anything for the Service without HITEK SOLUTIONS express written permission. Furthermore, users are not allowed to post or distribute material you do not own or which you do not have permission to use, Violation of this policy may result in copyright, trademark, or other intellectual property rights violation and subject you to civil or criminal charges and penalties. Nothing contained in these terms of Services shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between you and HITEK SOLUTIONS.

4.7. Passwords

4.7.1 The Kaypicports.com account: If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may only use our website only with involvement of a parent or legal guardian or tutor. HITEK SOLUTIONS and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion.

4.7.2. Safeguarding your Password: Consequently, you are responsible for safeguarding the password that you use to access the Services, and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. HITEK SOLUTIONS cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Also, in order to maintain your protection, do not give your password to anyone. Thus, we recommend that, if you share your computer with other people, you sign out of your account and close your browser window when you are done. As part of the member registration process, you will be required to select a member ID (username) and password. We may refuse to accept any username for any reason, including that the proposed member ID impersonates someone else, is or may be illegal, is or may be protected by trademark or other intellectual property law, is vulgar or otherwise offensive, or may cause confusion, as we determine in our absolute discretion.

4.8. Confidentiality and Member ID: You are solely responsible for the confidentiality and use of your member ID and password (including all activities conducted under your Member ID and password) and agree not to transfer or resell your use of or access to the Website to any third party. If you have reason to believe that your account is no longer secure, you must immediately notify us and you must promptly change your account information.

4.9 Right of Use and Restrictions – Obligations and Duties (User “Owner Manager”)

4.9.1. The Membership account: The User may activate only one free account per individual or legal entity unless authorized by Kaypicsports.com.

4.9.2. Cascading Spread Sheets (CSS): The Cascading Spread Sheets (CSS) or Look and Field are the only customizable part of the platform authorized by HITEK SOLUTIONS for the User, unless authorized by Kaypicsports.com Management. The User may only use a third party that is a ‘**Kaypic Sports™ Certified Solution Partner**’ to modify, alter or develop the (CSS). Hence, any customization by the User remains the property of HITEK SOLUTIONS at the end of the Agreement.

4.9.3. Functionality Customization: Customization, modification or alteration of any functionality that are not in the current version of the Kaypic Sports™ platform or included in the Road Map can only be programmed by a ‘**Kaypic Sports™ Certified Solution Partner**’.

4.9.4. Right to Access and Use Services: Subject to the terms of this Agreement, HITEK SOLUTIONS grants User a royalty-free, non-exclusive, non-transferable worldwide limited term right to use the Services described in the Grant Letter (registration acceptance), for up to the number of Users or Nodes identified on the Grant Letter(1), solely for User’s internal business use during the Term. Unless otherwise specified by HITEK SOLUTIONS or its affiliates, no Software will be delivered to the Customer as part of the Services.

4.9.5. Right to Install and use Software: Subject to the terms of this Agreement, HITEK SOLUTIONS grants User a royalty-free, non-exclusive, non-transferable worldwide limited term license to install Software on equipment owned or operated by or on behalf of User, as needed to deliver the Licensed Products, Services or functionality described in the relevant Grant Letter. No copies of the Software may be made as required, however a back up recovery systems will be implemented for

disaster recovery purposes. The Software must be de-installed and destroyed at the end of the Term. If Customer enters into a contract in which a third party manages User's information technology resources ("Managing Party"), User may not transfer all its rights to use the Software to such Managing Party, unless authorized via a Grant letter to the User and provided that (a) the Managing Party only uses the Services for the User's internal operations; (b) the Managing Party agrees to comply with this Agreement, and (c) User provides HITEK SOLUTIONS with written notice that a Managing Party will be using the Software on the User's behalf.

4.9.6. Updates and Upgrades: User must be current in the payment of using or support services fees (when it may be applicable) for the Software, or have an active subscription to the Services, as applicable, to receive Updates or Upgrades. After the support or Services subscription period expires, User has no further rights to receive any Updates or Upgrades.

4.9.7. User Licenses: User licenses cannot be shared or used by more than one individual User. Licensee may use the Licensed Software or Platform in executable format for its own use, and may translate or modify the licensed Software or customizable 'parts' for its personal use. For instance, the 'CSS' or Cascading Spread Sheets is the only customizable part of the platform authorized by HITEK SOLUTIONS for the User, unless authorized expressly. Licensee may not transfer or sublicense the Licensed Software to any third party, in whole or in part, in any form, whether modified, or unmodified, unless authorized in written, conditionally, by HITEK SOLUTIONS. Hence, any customization by the Customer remains the property of HITEK SOLUTIONS at the end of the Agreement.

4.9.8. Subsidiary Liability: User's Subsidiaries cannot use the Services and Company remains directly and fully liable for each subsidiary's compliance with and breach of this Agreement, unless authorized expressly.

4.9.9. Restrictions to Competition: User may not access the Software or Services if User is a direct competitor of HITEK SOLUTIONS or for monitoring the availability, security, performance, functionality, or for any other benchmarking or competitive purposes without HITEK SOLUTIONS's express written permission. User will not: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make the Software or Services available to any third party, **unless authorized in written conditionally by HITEK SOLUTIONS;** (ii) use systems as an Open Proxy or Open Relay; (iii) modify, decompile, reverse engineer, or copy the Software or Services, or any of its components; (iv) use the Software or Services to conduct fraudulent activities; (v) attempt to gain unauthorized access to the Software or Services, engage in any denial of service attacks, or otherwise cause immediate, material or ongoing harm to HITEK SOLUTIONS, its provision of the Software or Services, or others; (vi) average over 100MB of email traffic per second per user in a 24 hour period on HITEK SOLUTIONS infrastructure providing the

Services, unless User has agreed to bandwidth overage charge rates as set forth in a Grant Letter; (vii) impersonate or misrepresent an affiliation with a person or entity; (viii) use the Software or Services to initiate or propagate Malware; (ix) use the Software or Services for any purpose that violates applicable law or regulation, infringes on the rights of any person or entity, or violates this Agreement; (each of (i) to (ix), a "Prohibited Use"). All rights not expressly granted to User are reserved by HITEK SOLUTIONS, and its licensors. User may not use this site in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, this site or any services, system resources, accounts, servers, networks, affiliated or linked sites, connected to or accessible through this site (including without limitation uploading, posting or otherwise transmitting on this site computer viruses, Trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on this site's infrastructure; or using any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from this site or the Content in whole or in part).

4.9.10. Right to Use User Data: User hereby grants HITEK SOLUTIONS a limited, non-exclusive, royalty-free, license to access and use the User Data solely as necessary for HITEK SOLUTIONS to (i) provide the Software, Services and technical support to User during the Term; and (ii) for the aggregation purposes set forth.

4.9.11. Liquidation, Transfer, Acquisition or Sale of Assets: User acknowledge and agrees, in any of the situation mentioned above, that Kaypic Sports™ and its affiliates, shareholders or controlling bodies reserves the rights to fully renegotiate unreservedly this Agreement or Terms and Conditions of Kaypic Sports™ usage with the new incoming ownership of the User's assets following a liquidation, transfer or the sale of the enterprise. User is to advise, and announces unconditionally to Kaypic Sports™ Administration, (30) thirty days, in advance, the ownership transfer and the coordinates of the new controlling body.

4.9.12. Responsibility of decisions. In no event, any decisions or claims the User makes based on data used from Kaypic Sports™ Services shall make HITEK SOLUTIONS liable for any such decision or claims it is the User sole responsibility.

4.9.13. Return of Data. At the end of the agreement, the Users data should be returned. The format in which the data is to be returned is 'as is' or destroyed. Additionally, HITEK SOLUTIONS may provide assistance in transferring User data to a new supplier in return for payment for the service.

4.9.14. The User's Rights

'What's yours is yours – you own your content' rights'

4.9.14.1. Right to Use: Nothing in the Terms gives you a right to use the HITEK SOLUTIONS name or any of the HITEK SOLUTIONS trademarks, logos, domain names,

and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding HITEK SOLUTIONS, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users or reclaim usernames. Please review the HITEK SOLUTIONS Rules (which are part of these Terms) to better understand what is prohibited on the Service. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of HITEK SOLUTIONS, its users and the public. HITEK SOLUTIONS does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

4.9.15. User Responsibility: User is responsible for all activity occurring under User's Software, Services and Support accounts. User agrees to operate the Kaypic Sports™ platform accordingly to its origin purpose, Sport Management Services. User will provide HITEK SOLUTIONS with all information and assistance required to supply the Software or Services or enable User's use of the same. User will immediately notify Kaypic Sports™ or HITEK SOLUTIONS of any: (i) unauthorized account use or other suspected security breach; (ii) unauthorized use, copying or distribution of Software, accompanying documentation or Customer Data; and (iii) unusual performance of the Software or Service observed by User (iv) provides a valid email address for the account; (vi) is allowed to create only one account per Individual or Legal entity; (vii) User must ensure that the Service is not used for any illegal or abusive purposes.

4.9.15.1. User necessary Rights and Permission: User must obtain all necessary rights and permissions from members. User represents and warrants that: (i) User has the legal rights and applicable consents to provide member Data to HITEK SOLUTIONS, (ii) Customer complies with all applicable laws for processing and transferring User Data to HITEK SOLUTIONS and (iii) User retains adequate back-ups of User Data. User has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all User Data. The Services rely on User Data as supplied by member, and HITEK SOLUTIONS is not liable for the content of User Data. HITEK SOLUTIONS does not assume any duty or obligation to correct or modify Customer Data.

4.9.15.2. User contact Information: User will provide HITEK SOLUTIONS contact information for User's system administrator, who is authorized to provide the information required to configure and manage the Services ("System

Administrator"). Kaypic Sports™ will provide User with a confidential access code to the administration tool, which may only be accessed by the System Administrator.

4.9.15.3. User Account Information: User agrees to provide current and complete account Users' information as necessary for HITEK SOLUTIONS to manage User's account. User agrees to accept HITEK SOLUTIONS emails relevant to User's receipt of the Services at the e-mail address specified by its System Administrator.

4.9.15.4. User designed email: User agrees that HITEK SOLUTIONS may rely on all information provided to Kaypic Sports™ by the User from the designated e-mail addresses. HITEK SOLUTIONS may provide all notices, statements, and other communications arising under this Agreement (other than legal notices) to User through either e-mail, posting on the Services or other electronic transmission

4.9.15.5 User Access Confidentiality: User is responsible for maintaining the confidentiality of passwords and any other credentials used to access its accounts. User is responsible for any activity occurring in its accounts, whether or not authorized.

4.9.15.6. User's Privacy Policy & Terms and Conditions: User is responsible and agrees to post clearly an extended, comprehensible, and professional Privacy Policy & Terms and Conditions document on its website and 'Registration Page' that is visible and accessible to all of its visitors, viewers, users, and clients. Nonetheless, Kaypic Sports™ or any of its related partners, shareholders or controlling entity shall not be held accountable for any misuse, errors, absence, misinterpretation, ambiguous or misleading declaration, or description included partially, entirely, directly or indirectly in the User's Privacy Policy & Terms and Conditions documents posted on its website or 'Registration Page'. A professional generic 'Template Model' is available for the Users 'Owner Manager' at registration (see Kaypic Sports™ Administration for further information, conditions, and instalment fees).

4.9.15.7. User Insurance Policy: User represents and warrants that it has acquired and possesses a substantive 'Insurance Policy' that covers civil responsibility, assets, materials, and life liability in conjunction with the Customer's financial and corporate structure. Kaypic Sports™ or any of its related partners, shareholders, or controlling bodies shall not be held liable, responsible or accountable or whatsoever for any damages, indemnities, reparations, compensations, reimbursements, claims, lawsuits or responsibilities, resulting from the User's 'Insurance Policy' liabilities, directly or indirectly or whatsoever.

4.9.15.8. User Role and Privilege: User 'Owner Manager' may designate other Users as "User Manager Administrators" who may have access to all archived operational transactions, report data, and Service role and configuration.

4.10.1. Service Availability: Kaypic Sports™ Support hours and services related directly to the usage of Kaypicsports.com shall be available during normal business hours from Monday to Friday (09h00 am – 05Hoopm– North America Eastern time) via the

website address when it is deemed to be free of charges and part of the Agreement. All Technical Support and Maintenance Terms are posted on the website at: (Kaypicsports.com).

4.10.2. Service Usage Regular Fees: User acknowledges and agrees, after the execution of this agreement and acceptance of the license, to make payments to Kaypic Sports™ in conjunction with ‘**Operational Daily Transaction**’, when it may be applicable, on the 1st day of the following month at the start-up default fee prescribed by HITEK SOLUTIONS administration.

4.10.3. Service Free of Charge: You may become a member of the basic Kaypicsports.com Services free of charge. Free membership will only entitle you to participate in most of the features available as part of the ‘FREE’ Services. In order to access additional ‘PAYABLE’ features, when applicable, you must become a paying subscriber to the Service. Accordingly, your use of those additional features is conditional upon the payment of the relevant fees such as SMS usage.

4.10.4. Service Credits: User may be entitled to specific liquidated damages related for availability problems of Kaypic Sports™ Services in the form of a ‘Service credit’ for ‘USAGE’ of the Service without a charge for interruption of the Service by Kaypic Sports™. No other type of damages can be claimed in addition for the same breach. Substantial proof will be required in order to honour the clause. Kaypic Sports™ shall send an electronic note for any damages claims. User must contact Kaypic Sports™ at: (contact@kaypicsports.com).

4.10.5. Service Exploitation: User acknowledge not to reproduce, duplicate, copy, sell, rent, lend, resell or exploit any portion of the Service, use of the Service, or access to the Service without express written consent by HITEK SOLUTIONS Management.

4.10.6. Service Improvements: HITEK SOLUTIONS continually changes and improves the Services. The User’s use of any new features and functionality added to the Services may be subject to additional or different term relating to such new features and functionality if it is not part of the official ROAD MAP. Kaypic Sports™ may alter or remove functionality from Services at anytime without prior notice. HITEK SOLUTIONS will inform the Users of any additional or different terms. It is the responsibility of the User to visit regularly the Kaypic Sports™ website or Road Map page. In any case of using a third party to further advance the Kaypic Sports™ functionalities or development, the User may or may not use Kaypic Sports™ Services. However, under any circumstances shall the User held Kaypic Sports™ responsible for the modification of the codes, damages or a dysfunctional system. Hence, any additional changes or improvement will remain the sole intellectual property and copyright of TEVNAR IT GROUP CORPORATION.

4.11. User Subscriptions Plans and Fees: Subscription plans and their corresponding fees are located at the "USER SUBSCRIPTION" page, when applicable. These subscription fees are subject to change, which changes will be posted on the page of the Website previously described. You acknowledge that there may be discrepancies in relation to subscription fees between jurisdictions, which discrepancies are

reflective of costs applicable to a particular jurisdiction and other commercial conditions relevant to that jurisdiction.

4.12. Price Subscription Changes: HITEK SOLUTIONS may at any time change our price for a subscription. The new rate takes effect if you apply for a new subscription (whether or not it is your first subscription) after we have posted the details of our new price on the Site. Auto-renewals of existing subscription will continue at the old price.

4.13. The Service Renewal: When activating your Kaypicsports.com account, it remains activated indefinitely until you cancel the Service and/or your account is terminated, or suspended because of a breach of The Service Terms.

4.13.1 Services Transmission Interruption – internet delays: No data transmission over the Internet can be guaranteed to be secure. HITEK SOLUTIONS is not responsible for any interception or interruption of any communications through the Internet or networks or systems outside HITEK SOLUTIONS's control. However, HITEK SOLUTIONS will store and process User data in a manner consistent with industry security standards by ensuring the security, integrity, and confidentiality of User data and to mitigate the risk of unauthorized access or usage of User data. User is responsible for maintaining the security of its networks, servers, applications and access codes. Hence, Services may be subject to limitations, delay and other problems inherent in the use of the internet and electronic communications. HITEK SOLUTIONS is not responsible for any delays, delivery failures or damages resulting from such problems. Thus, HITEK SOLUTIONS does not guarantee that the services will be performed error-free or uninterrupted, or that HITEK SOLUTIONS will correct all services errors. you acknowledge that Kaypic Sports™ does not control the transfer of data over communications facilities, including the internet, and that the service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. HITEK SOLUTIONS is not responsible for any delays, delivery failures, or other damage resulting from such problems for all breaches of any warranty specified in the agreement to the extent not prohibited by law, these warranties are exclusive, and there are no other express or implied warranties or conditions including for hardware, systems, networks or environments.

4.14. The Trial period: The first 30 days (or more according to promotional campaign) of a new account are always free of charge and act as a free trial period. HITEK SOLUTIONS has not obligations or responsibility to provide any other Services after the end date of the trial period.

4.14.1 Evaluation Signed Up: If User has signed up for an evaluation of the Software or Services, then the provisions of this paragraph shall apply and shall supersede any other conflicting term of this Agreement. User's use of the evaluation is limited to thirty (30) days unless otherwise agreed to in writing by HITEK SOLUTIONS User

acknowledges that the evaluation may contain errors or other problems that could cause system or other failures and data loss. Consequently, evaluation Software and Services are provided to User solely on an "as-is" basis, and HITEK SOLUTIONS disclaims any warranty or liability obligations to User of any kind. User is not eligible for any Support for evaluation Software or Services. Where legal liability cannot be excluded, but may be limited, Kaypic Sports™ liability and that of its suppliers and authorized partners shall be limited to the sum of hundred (100) dollars (or the then current value in the relevant local currency) in total.

4.15. The User ('Owner Manager') Agreement: Conditional to registration approval, The User 'Owner Manager' shall submit a complete set of valid, updated, and authentic information for identification purposes for the Kaypicsports.com account creation. (2) Failure to provide accurate information may result to annulment or rejection of registration. (3) HITEK SOLUTIONS, reserves the rights to its sole discretion to terminate and/or annul a registration based upon an omission, misrepresentation, inaccuracy, incompleteness, untruthfulness, falsification, and unlawfulness information. (4) The User 'Owner Manager' account is strictly confidential and personal, it is the User responsibility to ensure the confidentiality when it comes to passwords, sensitive information, using of the services and access restrictions. (5) HITEK SOLUTIONS shall not be responsible or liable for any breach of your account due to negligence, error, lost of personal belongings or any other events or whatsoever. User shall ensure to have secured a strong password and taken appropriate action to consolidate and monitor usage from time to time. (6) In any event, The User ('Owner Manager') in which its registration has been cancelled, rejected or terminated agrees not to re-apply to Kaypicsports.com in the future. (7) As a result, The User ('Owner Manager') agrees not to damage the reputation or image of Kaypicsports.com or its affiliates, through the entire User community or any other individual, entity, via communication medium or format, by any means, intentionally, directly or indirectly. (8) The User ('Owner Manager') shall provide a safe environment exempt of discrimination, harassment, violence, hazardous materials, poor maintenance, and respect in conjunction with the Canadian Charter of Rights and/or The Universal declaration of Human Rights and all local, states and federal labour laws unconditionally. (9) The User ('Owner Manager') shall always act as a 'father figure' with due diligence, respect, courtesies, empathy, and leadership whenever interacting with User ('Member'). (10) The User ('Owner Manager') may provide to its sole discretion material or accessories to the User ('Member'). However, HITEK SOLUTIONS shall not be responsible for damages or loss incurred for such practices. (11) The User ('Owner Manager') is to identify the User ('Member') when entering its account, in lieu of service. (12) The Use ('Owner Manager') agrees that HITEK SOLUTIONS may cancel their Kaypicsports.com account after a lengthy period of inactivity (3 months). (13) The User ('Owner Manager') agrees that after the

cancellation of its Kaypicsports.com account, all their cumulated data belongs to HITEK SOLUTIONS, and in any event, the company shall erase unconditionally all information in relation to the User ('Owner Manager') account, likewise any HITEK SOLUTIONS third party or service provider. (14) The User ('Owner Manager') shall not hold HITEK SOLUTIONS responsible for any interruptions of service, omission, suspensions, error, information technology viruses, shortage of services, delivery of services, lost of revenue and/or potential revenues, User ('Member')'s action at the facilities. (15) The User ('Owner Manager') agrees to abide by HITEK SOLUTIONS's 'Terms and Conditions' and Privacy Policy unconditionally, or shall not use the service at all and cancel their Kaypicsports.com account. (16) The User ('Owner Manager') discharges HITEK SOLUTIONS or any third party or service provider from any claim or compensation, credit or monetary, criminal charges and retribution resulting from any misuse, negligence, error, omission, ill advise action or whatsoever for using Kaypicsports.com 'Services'.

4.16. The User ('Member') Agreement: Conditional to registration approval, (2) The User 'Member' shall submit a complete set of valid, updated and authentic information for identification purposes for the Kaypicsports.com account creation. (3) The User declares that all information provided in Kaypicsports.com entitled 'registering' is true; (4) Failure to provide accurate information may result to annulment or rejection of the registration. HITEK SOLUTIONS reserves the rights at its sole discretion to terminate and/or annul a registration based upon an omission, misrepresentation, inaccuracy, incompleteness, untruthfulness, falsification, and unlawfulness information. (5) The User pledges to fully cooperate with HITEK SOLUTIONS under the Terms and Conditions of service; (6) The User agrees to comply with all policies and guidelines of the utilities and will make proper use of the services. (7) The User ('Member') represent of being exonerated of any criminal conviction for the last 2 years for any offense in which you have not been granted a pardon by a court of justice, or an infraction, or violation of the criminal code for the possession of illegal substances, drug trafficking, or addiction, forgery, counterfeiting, misdemeanour, fraud, money laundering, or tax evasion. (7) HITEK SOLUTIONS cannot guarantee Services availability to The User ('Member') on a regular basis, likewise The User ('Owner Manager') may refuses to register a User ('Member') based upon his/her decision. (8) The User ('Member') agrees that HITEK SOLUTIONS shall not be liable or accountable in such event. (9) The User ('Member') agrees that the User ('Owner Manager') has the last say and/or the ultimate decision approval for a 'registration'. (10) Upon acceptance of a 'Registration' The User ('Member') agrees to carry out any 'Activities' in a professional and responsible manner. The User ('Member') agrees to comply, respect, and apply all the mechanism of the 'Services Venue' as explained in the User ('Member') Agreement. (11) The User ('Member') account is strictly confidential and personal, it is The User

(‘Member’) responsibility to ensure the confidentiality when it comes to passwords, sensitive information, using of the services and access restrictions. HITEK SOLUTIONS shall not be responsible or liable for any breach of your account due to negligence, error, lost of personal belongings or any other events or whatsoever. User shall ensure to have secured a strong password and taken appropriate action to consolidate and monitor usage from time to time. (12) In any event, The User (‘Member’) in which its registration has been cancelled, rejected or terminated agrees not to re-apply to Kaypicsports.com in the future. (13) As a result, The User (‘Member’) agrees not to damage the reputation or image of Kaypicsports.com, through the entire User community or any other individual, entity via communication medium or format, by any means, directly or indirectly. (14) The User (‘Member’) is to provide a diligent, professional, responsible, respectful to the ‘Services Venue’. The User (‘Member’) is to reinforce and adopt an exemplary behavioural deportment. The User (‘Member’) agrees to promote and harbour an environment free of any form of discrimination, harassment, violence, and disrespect in conjunction with the Canadian Charter of Rights and/or The Universal declaration of Human Rights. (15) The User (‘Member’) shall always act as a ‘Model citizen’ with due diligence, respect, courtesies, empathy, and leadership whenever interacting with The User (‘Owner Manager’) and any of its personnel at the facilities. (16) The User (‘Member’) may receive uniforms from the User (‘Owner Manager’), however, HITEK SOLUTIONS shall not be responsible for damages, or loss incurred in relation to The User (‘Member’) negligence or mishandling of the User (‘Owner Manager’) property or whatsoever. (17) The User (‘Member’) may receive materials and accessories from the User (‘Owner Manager’). However, The User (‘Member’) discharges HITEK SOLUTIONS from any claim or compensation, credit or monetary retribution to HITEK SOLUTIONS in any events. The User (‘Member’) may also receive accessories from HITEK SOLUTIONS, it is agreed that The User (‘Members’) always take good care and maintain the accessories in good standing and presentable as it is part of a promotion campaign and corporate image. (18) The User (‘Member’) agrees to maintain a high level of deportment with proper conduct, respect of The User (‘Owner Manager’) property and facilities, no consumption or usage of illicit drugs or alcohol in the facilities premises. (19) The User (‘Member’) agrees to be ‘responsible’ at all time. (20) The User (‘Member’) agrees when accessing The User (‘Owner Manager’) facilities to interact with diplomacy, punctuality, responsibility, good-spirit, civility, political correctness, courtesy, profanity-free, violence-free, cursing and swearing free. (21) In any event, HITEK SOLUTIONS reserves the rights to terminate and annul The User (‘Member’) Kaypicsports.com account as a result for such a breach, without any further consideration. (22) The User (‘Member’) shall always honour the completion and execution of any interaction to its best efforts, understanding that it is a responsibility under the Services Agreement. (23) All information obtained in the

course of the Services with The User ('Owner Manager') or from HITEK SOLUTIONS remains strictly confidential. (24) For the entire duration of the registration, the User 'Member' is committed not to bypass or to use otherwise the Services from the User ('Owner Manager') or HITEK SOLUTIONS without obtaining prior express authorization and consent from both. (25) At the end of my term of service or contract with the User ('Owner Manager') The User 'Member' is committed not intervene or to act as a service provider to these User ('Owner Manager') for a period of 365 days. (26) The User 'Member' undertakes to update and transmit to HITEK SOLUTIONS all information about : personal address, phone numbers, emails and other. (27) The User 'Member' agrees and understand they can only retain and apply for one '1' account when registering. In addition, all registration needs to be substantiated with the required credentials and appropriate info, failure to do so may result in the cancellation of your application; (28) The User ('Member') is to identify herself/himself to the User ('Owner Manager') when required, in lieu of service. (29) The User ('Member') agrees that the User 'Owner Manager' may cancel their Kaypicsports.com account after a lengthy period of inactivity (3 months). (30) The User ('Member') agrees that after the cancellation of its Kaypicsports.com account, all their cumulated data belongs to HITEK SOLUTIONS, and in any event, the company shall erase unconditionally all information in relation to the User ('Member') account, likewise any HITEK SOLUTIONS third party or service provider. (31) The User ('Member') shall not hold HITEK SOLUTIONS responsible for any interruptions of service, omission, suspensions, error, information technology viruses, shortage of services, delivery of services, lost of revenue and/or potential revenues, User ('Owner Manager')'s action at the facilities. (32) The User ('Owner Manager') discharges HITEK SOLUTIONS or any third party or service provider from any claim or compensation, credit or monetary, criminal charges and retribution resulting from any misuse, negligence, error, omission, ill advise action or whatsoever for using Kaypicsports.com 'Services'. (33) The User ('Member') agrees to abide by HITEK SOLUTIONS's 'Terms and Conditions' and Privacy Policy unconditionally, or shall not use the service at all and cancel their Kaypicsports.com account. (34) The User 'Member' is deemed to have read all the conditions of accession and giving my consent freely and voluntarily.

4.17. The Participant's Relation: The relationship between HITEK SOLUTIONS and The Users is that of independent company, organization and the interaction between HITEK SOLUTIONS and The Users should not be interpreted as of legal partners, employees, associates, consultants, or principal and agent of each other. The Users release HITEK SOLUTIONS and its affiliates of any liability or accountability as a result of a dispute, claim, legal recourse from another User, in any event or whatsoever under The Service Agreement.

4.17.1 The International Leader's Relation (see 4.17)

4.17.2 The Animator's Relation (see 4.17)

4.18. The Commercial restrictions: The User represents and warrants that his not barred by any applicable laws from being supplied with the Services. The Services may not be used in any country that is subject to an embargo by Canada, The United States or The European Union when applicable to the Services. The User will ensure that no restriction of condition will compromise the use of the 'Service venue'. The User may not export, import or transfer HITEK SOLUTIONS 'Service venue' except as authorized by Canadian, U.S. and EU law, and The 'Service Venue' can't be exported to any embargoed countries by Canada, the US or the EU or that has been designate as 'terrorist harbouring' or from a prohibited list of country. Furthermore, the 'User' shall not use the 'Service Venue' for any activity that are related to the manufacturing or production of hazardous materials, weapons, drugs, chemical and biological weapons. The 'user' agrees to comply to any local laws (Canadian), international laws (US, EU etc) or any article related to the Geneva Convention in regards to trade, export, copyrights, infringement, illegal trafficking, financial activities, technology transfer, transfer and movement of services without the written authorization and consent of government authorities.

4.19. The Non-competition Clause: User shall not access or register into Kaypicsports.com website for the sole purpose of plagiarism, illegal use, or reproducing its concept content and/or the Software application for competitive endeavour or reverse engineering. HITEK SOLUTIONS shall notify its affiliates or its third party service provider of such breach of the Term. The use of the 'Service Venue' by The Users is for the sole purpose of 'Sport Management Web Services', its primary vocation and reason of existence. The User shall be accountable for any recourse engaged from a third party service provider against HITEK SOLUTIONS for copying entirely or partially the software application. The User shall be liable from any recourse enacted by HITEK SOLUTIONS's affiliates for such breach under the Service Agreement.

4.20. The Permission and site access: HITEK SOLUTIONS grants you a limited permission to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of HITEK SOLUTIONS. This permission does not include any resale or commercial use of this site or its contents. Any collection and use of any product listings, descriptions, or prices: any derivative use of this site or its contents: any downloading or copying of account information for the benefit of another merchant: or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied (reverse engineering), sold, resold, visited, or otherwise exploited for any commercial purposes without express written consent of HITEK SOLUTIONS. User may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary

information (including images, text, page layout, or form) of HITEK SOLUTIONS and our associates without express written consent. User may not use any IT ploy or scheme when utilizing Kaypicsports.com or HITEK SOLUTIONS's name or trademarks without the express written consent of HITEK SOLUTIONS. Any unauthorized uses terminate the permission or license granted by HITEK SOLUTIONS. Users are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of HITEK SOLUTIONS so long as the link does not portray HITEK SOLUTIONS, its associates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any HITEK SOLUTIONS logo or other proprietary graphic or trademark as part of the link without express written permission.

4.21. Site policies, modification: Please review our other policies, such as our Software Services, User obligation and Payment Policy, Privacy Policy posted on this site. These policies also govern your visit to Kaypicsports.com. Occasionally, HITEK SOLUTIONS reserves the right to make changes, in our sole discretion, to our site, policies, and these Terms and Conditions of use at any time. HITEK SOLUTIONS announces important changes to our Terms and Conditions upon logging in to your Kaypicsports.com account. The current Terms and Conditions are always available at Kaypicsports.com webpage <https://www.Kaypicsports.com/register/terms-and-conditions/>. By continuing to use the Services after those changes are posted, you are expressing and acknowledging your acceptance of the changes.

4.22. The Submissions: All suggestions, ideas, notes, concepts and other information you may send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, HITEK SOLUTIONS shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose (commercially and non-commercially), without compensation, royalty-free, perpetually, irrevocably, and non-exclusively to the provider of the Submissions.

4.23. The Exploitation of the platform: The User agrees not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by HITEK SOLUTIONS.

4.24. The Illegal activity: The User is responsible to ensure that the Service is not used for any illegal or abusive purposes. The User, and not HITEK SOLUTIONS, is responsible for any activity occurring in its Accounts (other than HITEK SOLUTIONS's direct activity which is not performed in accordance with the User's instructions), whether or not authorized. The User will notify HITEK SOLUTIONS promptly if the User becomes aware of any unauthorized access or any other breach of security to its accounts.

4.25. The Assignment: These ‘Terms and Conditions’ and your rights and obligations, may not be subcontracted, delegated, transferred or assigned by the ‘User’ prior to the written consent of HITEK SOLUTIONS. Any attempted assignment, delegation, transfer or assignment in violation of the foregoing will be null, and void. In any case, The ‘User’ may assign these ‘Terms and Conditions’ without HITEK SOLUTIONS written consent to any affiliates, subsidiary, partner, successors by merger, Any assignment in violation of this section shall be void. Because of this agreement, no joint venture, partnership, employer-employee, principal and agent or any other relationship exist between The Users and HITEK SOLUTIONS.

4.26. Consulting and Outsourcing. HITEK SOLUTIONS reserves the right to use third party software developers or offshore IT outsourcing centres to develop source code for the Kaypicsports.com applications. Thus, HITEK SOLUTIONS has the right to sub-contract included in the terms of the (SaaS) Agreement. In addition, where professional services are provided to SaaS Users, third party consultants are often used and you will need to have the right to use such sub-contractors. Kaypicsports.com or HITEK SOLUTIONS will carry out security and background checks on such individuals or entity (as if they were employees). Any breach by a sub-contractor which is not of a ‘FORCE MAJEURE or CAS FORTUIT’ of the SaaS Agreement will be treated as if the breach had been caused by HITEK SOLUTIONS.

5. The Payment and Billing (when it may be applicable)

5.1. The User information: The Users must provide HITEK SOLUTIONS with accurate and personal billing information, when applicable, and should keep this information up to date unconditionally.

5.2. The Audit access: The Users agrees to allow HITEK SOLUTIONS do provide data, document or any relevant financial information mandated by ‘Law’ and ‘Tax Regulation’ to any governmental agencies or authorities for audit purposes. In any event, HITEK SOLUTIONS shall inform The Users of such formal request and should provide the User all the documents in relation to such request.

5.2.1. Net of Taxes Policy: User acknowledge that all applicable federal, state, provincial, or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, whether charged to or against HITEK SOLUTIONS will be payable by Users (when it may be applicable). User will not withhold any taxes from amounts or payment due to Kaypic Sports™ or HITEK SOLUTIONS.

5.3. The Hourly Rates or Services Fees: ‘Hourly Rate fees’ listings remain HITEK SOLUTIONS sole discretion, likewise promotional materials, bonuses, credits and advertising campaign (when applicable – specific or customized demands). HITEK SOLUTIONS reserves the rights to modify ‘Hourly Rates’ charges upon notice to the User (‘Owner Manager’) when applicable. Although, the ‘Hourly Rates’ are subject to market condition, regional disparity, demand and offer, HITEK SOLUTIONS will try it

best to maintain 'Rate' charges competitive and as much affordable as possible but HITEK SOLUTIONS cannot guarantee rates at any time of the year.

5.4. The 'Rate' or 'Fees' Changes: HITEK SOLUTIONS reserves the RIGHT TO SET UP PRICING ACCORDING TO REGIONAL, TERRITORIAL, AND COUNTRY SOCI-ECONOMIC PROFILE. HITEK SOLUTIONS may change the 'Rates' charged for the Services (when it may be applicable) at any time, provided that, for any rates billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of the User's subscription. HITEK SOLUTIONS will provide the User with reasonable prior written notice of any change in Fares to give the User an opportunity to cancel auto-renewal on the User's subscription before the change becomes effective.

5.5. The Billing: By subscribing to the Service (when it may be applicable), the User ('Owner Manager') give HITEK SOLUTIONS the right to charge the submitted credit card (preauthorized payment), debit card or bill the User via other 'Conventional Payment Methods' or as determined by The User, for fees connected with the Service such as renewal fees or fees for extra services. The User ('Owner Manager') and User ('Member') may bring any issue to HITEK SOLUTIONS administration but shall not hold HITEK SOLUTIONS responsible for the service provider internal policies and/or action or whatsoever.

5.6. The Billing - Online Service Payment: The Users agrees to acknowledge as Third Party Payment Service Provider: Moneris (Canada), PayPal (International), and Stripe (International). As a result, The Users agrees to be subject to any of the third party Online Payment Service Provider specific Terms and Conditions as mentioned below, and as it is fundamental and essential to the daily operations of our 'Sport Management Web Services'. The Users agrees and understand such services implies transaction 'Fees' and 'Charges' from the online payment service provider, and the User shall be accountable of such 'fees' or 'charges', when or if applicable, related to the 'Sport Management Web Services'. The Users are invited to visit the website of the third party payment service provider for acquaintance purposes. The Third Party Online Payment Service Provider operates with 'SSL' or encryption devices, which safeguard and protect electronic financial transaction. As a result, HITEK SOLUTIONS may share mandatory data information of the Users in order to operate 'Normally' the 'Services Venues'. The Users agrees that HITEK SOLUTIONS shall not be liable of any loss, damage, fraud, error, malfunction or whatsoever caused by the third party service payment provider systems or materials.

5.7. The Billing cycle: The HITEK SOLUTIONS Service BASIC OPTION is a 'FREE' subscription service. When applicable, User ('Owner Manager') shall pay as service is rendered or if determined or indicated otherwise by HITEK SOLUTIONS, as an example, the purchase of SMS in bulk and or OTHER PAYABLE SUBSCRIPTION OPTIOS (PLUS, PRO etc.). The User ('Owner Manager') agrees to pay HITEK

SOLUTIONS on a timely manner every week or every other week depending on the frequency or nature of the ‘Services’ occurring. For any non-recurrent ‘Services’, it is required for The User (‘Owner Manager’) to pay as the ‘Services’ is rendered.

5.8. The Billing cycle changes: User (‘Owner Manager’) can at any time change between different billing cycles. The new billing cycle length takes effect after the expiration of the current cycle (i.e. at the next renewal date).

5.9. Payments made (when it may be applicable)

5.9.1 Paid Services: The basic Services are available free of charge, you acknowledge that the Paid Services (ex: Plus, Pro Options etc.) are available only to Users with a valid subscription or otherwise on payment of a fee. Subscriptions can be acquired at the prices, for the periods and by the payment methods specified on the upgrade membership page. Prices are stated in the currency shown on the upgrade membership page and include all applicable taxes unless otherwise stated. HITEK SOLUTIONS does not auto-renew your membership unless you specifically select this option. If you selected to be auto-re-billed, then, the subscription will be auto-renewed for the periods stated. You can cancel auto-renewal by following the instructions in the Help section of the website.

5.9.2. Billing and Payment: User must provide HITEK SOLUTIONS with accurate User and billing information, when applicable, and keep this information up to date. By accepting and subscribing to the Kaypicsports.com Services the User give HITEK SOLUTIONS the right to charge the submitted credit card, or bill the User via other direct payment methods (ex.: STRIPE, PAYPAL, MONERIS), for fees connected with the Kaypicsports.com Services, such as the regular fees or extra Services fees. Kaypicsports.com Software is a subscription Service that is ‘FREE’, in case of payment, depending on the frequency a ‘monthly’ basis cycle would be required. HITEK SOLUTIONS reserves its rights to modify the format of payment in the future by using amore accurate and efficient method without any further notice or consent of the User(ex.: API) User account will be renewed automatically unless the Customer cancel the Kaypicsports.com Services. There is a free trial period for the Kaypic Sports™ Software. The User is responsible for all charges incurred to the Kaypic Sports™ account, including any applicable taxes, extra service fees or all other required Services not COVERED by Kaypicsports.com and needed to operate the platform are the full responsibility of the User (ex.: Cloud Provider costs (Amazon or Azure), Stripe, PayPal or Moneris Services Fees, Domain Usage (if applicable), Data storages extra, etc. In addition, any other related fees deemed necessary by HITEK SOLUTIONS. HITEK SOLUTIONS may change the fees charged for the Services at any time, provided that for any fees billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of the User’s subscription. HITEK SOLUTIONS will provide the User with reasonable prior written notice of any change in fees to give the User an opportunity to cancel auto-renewal on the User’s subscription before the change becomes effective.

5.10. The Payment Method (When it may be applicable)

5.10.1 The Payments Method: The User agrees to create their own customized payment account (Stripe, PayPal or Moneris) in which HITEK SOLUTIONS may intervene as a facilitator or re-distributor of amount owed to all concerned parties and charged the concerned parties (User 'Owner Manager') for service rendered. The invoices are processed, and worked accordingly. The invoices issued by HITEK SOLUTIONS are to be paid entirely by the User ('Owner Manager') to HITEK SOLUTIONS in CDN or US dollars or local currency as invoiced no later than three (3) days of the date of invoice unless otherwise agreed in writing by the HITEK SOLUTIONS. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgment at the rate of fifteen (15) percent annually from the due date until the date of payment. In addition, invoices unpaid for more than 07 days after the invoice date will incur a surcharge of either 10\$ or 10% of the outstanding amount, whichever sum is greater. If any amount of an invoice is disputed then the User ('Owner Manager') shall inform HITEK SOLUTIONS of the grounds for such dispute within seven (7) days of delivery of the Services and shall pay to HITEK SOLUTIONS the value of the invoice less the disputed amount in accordance with these payment terms. (8) Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms. (9) HITEK SOLUTIONS reserves the right to increase a quoted fee in the event that the User requests a variation to the work agreed. The billing amounts are inclusive of all provincial and federal taxation (where it may apply). (10) Unless otherwise stated, the User will pay any and all tax duties, and other government charges payable in respect of the Services in accordance with federal and provincial legislation in force at the tax point, and all other taxes, and duties payable in connection with the supply of the Services to the User, and its export and import into any territory. (11) In the event of a late payment by the User to the company, HITEK SOLUTIONS will be entitled, without limiting any other rights and remedies it may have to: suspend the Services and/or cancel any of its outstanding obligations under the Terms and Conditions; levy a service charge to cover administrative and other associated costs in relation to overdue accounts at the rate of 5% per month on all unpaid accounts; and to charge interest on any outstanding amount accruing from time to time at the rate of 15% per annum considering the Late Payment of Commercial Debts (Canadian Interest Act - whichever is greater) from the due date until the outstanding amount is paid in full. (12) The User will have no right to set off any amounts owing to it by HITEK SOLUTIONS against unpaid invoices due to HITEK SOLUTIONS. HITEK SOLUTIONS shall have the right for reasonable cause to withdraw or refuse credit facilities or to require from the User cash on or before delivery or security for payment and to withhold delivery until such requirement is complied with. (13) The User must notify any claim or query by the User in respect of the invoiced price of the Services to HITEK SOLUTIONS within the period referred in the claim. (14) HITEK SOLUTIONS applies a non-refundable payment policy in regards to rendered services, regardless of both parties to terminate the Service Agreement. However, at its sole discretion, without any obligations, HITEK SOLUTIONS may

approve such transaction under certain circumstances, such as for an adjustment, force majeure, humanitarian or compassionate reason, or legitimate error or human omission by HITEK SOLUTIONS(15) The User agrees that HITEK SOLUTIONS may use collecting agency services to recoup any amount owed by The User after a period of 3 months outstanding from the payment issued date. In any event, HITEK SOLUTIONS shall charge The User all the fees incurred for such action on our part.

5.11. The Extra service fees: The User is responsible for all charges incurred related to your HITEK SOLUTIONS account, including any applicable taxes or extra service fees.

5.12. The Credits, Discounts, and Promotional offers: HITEK SOLUTIONS may engage promotional campaign in order to reinforce its branding and corporate image. In any event, The Users shall benefit from such measures as they may come with different format, time length, and aim. HITEK SOLUTIONS reserves the right to decide on all promotional materials and contents. As a result, all promotion, discounts and credits offers cannot be substituted or apply on current or past invoices. From time to time, HITEK SOLUTIONS may post on our website such promotion offers or via email and/or SMS to the Users or any other suitable mean of communication.

5.12.1. Reimbursement of "A" Kaypic Sports™ Services Fees Following a payment: Kaypicsports.com or HITEK SOLUTIONS will not reimburse any payment made by a User regardless of the circumstances or flow of events incurred by the User in regard to rendered services to its clients or member unless caused by a FORCE MAJEURE or at HITEK SOLUTIONS sole discretion.

5.13. Security Deposit Policies (When it may be applicable)

5.13.1 Security Deposit: A security deposit becomes mandatory if a User has not proven a good payment history over a 12 months period or if a User has received a 'Late Payment Notification' several times (more than once) over a 6 months period. If the security deposit is not initially paid in full, the User will be denied service. The security deposit cannot be used in lieu of a monthly payment or to cover arrears from past billing. It is only applied to your balance when your account is closed or terminating and any remaining balance is refunded as it stands. Hence, a non-payment of a security deposit shall result in suspension of the account and services following the established collection process. If you don't meet the above requirements, your subsequent bill will include a security deposit. After one year (12 months) of good payments, the deposit will be credited to your invoice with interest unless if the User has shown irregularity in its monthly payment. A User is deemed to have a good payment history unless during the relevant period set out the User has received more than one disconnection notification from Kaypicsports.com Accounting or Management or more than one payment given to the Kaypic Sports™ by the User has been returned for insufficient funds, more than one pre-authorized payment to Kaypic Sports™ has been returned for insufficient funds. If any of the

preceding events occur due to an error by Kaypic Sports™, the User's good payment history shall not be affected. The period that makes up the good payment history must be the most recent period and some of the period must have occurred in the previous 24 months. This measure is to minimize exposure to financial risk and to encourage prompt payment of the account. Otherwise, uncollectable amounts must be assessed against the revenue obtained from established Users. The amount of the deposit to be provided to Kaypicsports.com is established at three (3) Minimum Regular Fee payment (including all other relevant fees) or we can use the User's highest payment average information for the most recent 12 consecutive months within the past 24 months multiplied by the Kaypicsports.com applicable invoice cycle index: three (3).

5.13.2. Late Service Fees: The charge calculated on a per day basis levied against a User for not paying a bill or payment on its due date, when it may be applicable, is established at fifteen percent (15%) for the period of payment. Consequently, only one overdue notice will be sent out on the 6th day of the late invoice payment.

5.13.3. Late Service Fees Interests: The interest calculated on a per day basis levied against a User for not paying a bill or payment on its due date, when it may be applicable, is established at 15% at the annual effective rate or 1.17% per month, in accordance with generally accepted actuarial practices and principles and the Interest Rate Act (CDN).

6. The Cancellation and Termination of Service

6.1. The Cancellation: You may at any time cancel your Kaypicsports.com account inside the Kaypic Sports™ control panel provided that any past invoices have been paid (User ('Owner Manager')). HITEK SOLUTIONS does not accept cancellations via the phone. HITEK SOLUTIONS reserves the right to discontinue the Service at any time after a 30-day notice via email or registered letter or any other suitable mean of communication.

6.2. The Termination: In case of any breach of the Agreement by the User, HITEK SOLUTIONS may terminate or suspend this Agreement with immediate effect without prior notice or any liability to the User for any relevant reason, without limitation. This agreement will be terminated if the User commits any material breach (including any late, or non payment, or breach of the 'Agreement', repetitive infringement of the Terms, unprofessional tendency, violence, erratic behaviour, infringement of third party rights etc.) of any of the provisions of this Agreement, and in the case of a breach capable of remedy, fails to remedy that breach within 30 days after receipt of a written notice giving particulars of the breach and requiring it to be remedied. On termination of the Contract for any reason, the User ('Owner Manager') will immediately pay to HITEK SOLUTIONS any 'Service Fees' or other amounts due under the Contract or The User shall return any material or properties

belonging to HITEK SOLUTIONS if claimed and/or requested. HITEK SOLUTIONS may, at its sole discretion, refer to legal authorities any activity that is against our value and/or violate civil morality, and may be subject to criminal investigation by local authorities. HITEK SOLUTIONS reserves the rights to warn The User, on a first offence, at its own discretion, without any obligation, by email, or registered letter the breach of the Term and Conditions, and subsequently, HITEK SOLUTIONS may decides to terminate, or suspend altogether the User Kaypicsports.com account, and in addition, deleting all the account contents without any further consideration, or notice.

6.2.1. Term and Renewal: The Initial Term of this Agreement is specified in the Grant Letter (the "Initial Term"). This Agreement will automatically renew for successive terms of equal length as the Initial Term (each a "Renewal Term") of a subscription (free or payable) unless either User or Channel Partner provides Kaypic Sports™ Administration notice of non-renewal at least thirty (30) days prior to the end of the then current Term. Any User subscriptions added during a Term will co-terminate with the pre-existing Term. HITEK SOLUTIONS may, in our sole discretion makes changes to these Terms of Service, all the important changes shall be announced on Kaypicsports.com website.

6.2.2. Termination (I): Kaypic Sports™ Administration may terminate this Agreement for a cause immediately upon notice to User ('Owner Manager') without any liability if: (a) User commits a material breach of this Agreement and fails to cure such breach within five (5) business days after User's receipt of the written notice specifying the breach (default payment, returned cheques, unpaid services, non respect of Terms or Policies etc.); (b) User becomes insolvent; or (c) User makes an unauthorized assignment of this Agreement. Upon termination of this Agreement, or (d) User fail to meet payment obligation (any late or non payment), or (e) User may terminate the service anytime following the registration. User ('Owner Manager') agrees that Kaypicsports.com Services has no obligation to retain User Data, which may be irretrievably deleted. User is solely responsible for retrieving User 'Member' Data in its account. Hence, upon termination, HITEK SOLUTIONS is not oblige to return data, although we well make our best effort to accommodate 'Owner Manager' in the format in which the data was delivered, meaning 'as is'. User ('Owner Manager') shall pay for additional services on a time a material basis if extra work is required to transfer into requested format or content. Thus, provision of transition assistance and non-solicitation clauses apply to this section. Accordingly, all confidential information of each party should be returned (or destroyed) and confirmation of destruction of such confidential data (as applicable) should be made in writing when asked. Any public information posted to the Kaypic.com site remain the property of Kaypic.com and may be republished at a future date.

6.2.3. Termination (II): Upon expiration, termination, or cancellation of the Agreement, Kaypicsports.com has no obligation to retain any Archived Data, including operational transactions on legal hold, and may permanently delete all Archived Data from the archive. Kaypicsports.com may terminate the Agreement and/or discontinue the Service at any time after a thirty (30) days notice via email. Any late or non payment shall be still payable to Kaypicsports.com Services (with interest). USER 'OWNER MANAGER' RELEASES HITEK SOLUTIONS FROM ANY LIABILITY FOR DELETING USER 'OWNER MANAGER' DATA UPON EXPIRATION, TERMINATION OR CANCELLATION OF THE AGREEMENT.

6.2.4. Termination Assistance: If a Kaypic Sports User 'Owner Manager' terminates the (SaaS) agreement in order to be moving to a competitor. In the situation the (SaaS) User requires assistance in transferring its data from the (SaaS) supplier's system to the competitor's (SaaS) system. Any such assistance should only be provided in return for payment for such additional services on a time and material basis as such assistance could be substantial and time consuming.

6.3. Termination of Membership by User

6.3.1. Termination by User: You may terminate your membership at any time, for any reason, effective immediately upon our receipt of your written notice of termination. Notice of termination may be delivered to the address contained in the optional section of the Website, may be emailed to the email address listed in the user identification section of the Website, or may be effected by clicking on the Switch Off Membership link in the members' section of the platform.

6.3.2 Termination of your Access to Service by HITEK SOLUTIONS

6.3.2. Termination by HITEK: We may, in our absolute discretion, terminate or suspend your access to all or part of the Service at any time, with or without notice, for any justified reasons, including without limitation, any fraudulent, abusive, or otherwise illegal activity, or that which may otherwise affect the enjoyment of the Service by others.

6.4. Termination of Membership by HITEK SOLUTIONS

6.4.1. Termination by HITEK: We may immediately terminate your membership and your access to the Service at any time if we determine (in our absolute discretion) that you have breached this Agreement. Notice of termination will be delivered to the last email address you provide to us. Any pre-paid fees relevant to the period following termination will be refunded to you after deducting any costs incurred or loss suffered by the Company in connection with your membership.

6.5. Deactivation for a non-use of Service

6.5.1. Deactivation by HITEK SOLUTIONS OR ITS AFFILIATES: We may deactivate your account if you have not used the Service for a consecutive 3 months period unless you have an active paid subscription.

6.5.2. Suspension of Service or Account: Kaypicsports.com Administration may suspend the Services: (a) if Kaypicsports.com Administration deems it necessary to prevent or terminate any Prohibited Use; or (b) upon notice to User if: (i) User commits a material breach of this Agreement or (ii) if Kaypicsports.com Administration receives notice from Channel Partner that User is in material breach of the Agreement. Suspension of Services shall be without prejudice to any rights or liabilities accruing prior to or during the suspension, including User obligation to pay fees. Kaypicsports.com Administration may limit or temporarily suspend the Services to perform scheduled maintenance. However, Kaypic Sports™ administration will use commercially reasonable efforts to minimize or narrow the scope and duration of such disruption of Services. Upon suspension for any reason, Kaypic Sports™ administration will provide User with advance written notice specifying the reason for the suspension or limitation. However, there may be some situations, such as security emergencies, where it may not be practicable for Kaypic Sports™ Administration to provide an advance notice.

6.5.3. Illegal Content Involvement: An indemnity for illegal content is applicable for all Customers. The (SaaS) User should indemnify HITEK SOLUTIONS for all data and content which is published on its website using the HITEK SOLUTIONS, as the supplier will not be checking or controlling the legality of the data and content (Advertising law, Labor law, Charter of Rights, Financial Law, Discrimination law, Criminal Code, Morality, Privacy and Electronic Communication Regulation and Law, etc.). Hence, the 'Agreement' may be subject to termination shall it violate any local, municipal, state or federal laws.

6.5.4. Injunctive Relief: Notwithstanding any provision in this Section to the contrary, HITEK SOLUTIONS may seek injunctive relief in any court having jurisdiction over the parties to enjoin or prevent any action a User takes or threaten to take in violation of the terms of this Agreement.

7. The Use of User's Name and Company Name

7.1. The Use of User name: HITEK SOLUTIONS reserves the right to use your name and/or company name as a reference for marketing or promotional purposes on the Kaypicsports.com website and other communication with existing or potential Kaypicsports.com Users. To decline HITEK SOLUTIONS this right you need to email its affiliates; contact@kaypicsports.com stating that you do not wish to be used as a reference.

7.2. Software Usage: User are not authorized to rent, resell or lend to a third party, or associate, or subsidiary, directly or indirectly, under any circumstances, any functionality or features related to the Kaypic Sports™ Services platform without the

written consent of two (2) senior representatives of Kaypic Sports™ or HITEK SOLUTIONS.

7.3. Sub-Contractors: The terms of this (SaaS) Agreement includes the right to use sub-contractor – (ex: a third party data centre – to host (SaaS) software). HITEK SOLUTIONS consider sub-contractors for practical reasons as often numerous sub-contractors are used in providing the (SaaS) Services and these sub-contractors will change over time.

7.4. Submissions: All suggestions, ideas, notes, concepts and other information you may send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, HITEK SOLUTIONS, shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose (commercially and non-commercially), without compensation, royalty-free, perpetually, irrevocably, and non-exclusively to the provider of the Submissions.

7.5. Partner Access: User acknowledges and agrees that if Support Services are purchased through a HITEK SOLUTIONS's Channel Partner, the Partner may have access to: (1) User Data, including email and daily transactions or the clientele; and (2) System administration of User's account, including the operative data and archived data.

8. The Intellectual Property

8.1. The Ownership and Rights: As between the parties, the User retains ownership of all intellectual property rights in the User Data and its trademarks etc, and HITEK SOLUTIONS retains ownership of all intellectual property rights in the Services.

8.2. Brand and Trademark: Except as permitted by HITEK SOLUTIONS's brand and trademark use policies, this Agreement does not grant the User any right to use HITEK SOLUTIONS's trademarks or other brand elements.

8.3. The Copyright: The content included on this site, such as text, graphics, logos, button icons, images, registering forms, audio clips, digital downloads, page layout, text, promotional materials, data compilations, software, and other matters related to the site is the property of HITEK SOLUTIONS. (2) In certain situation, international applicable copyright laws, and other proprietary laws protect the properties of its affiliates or its content suppliers. (3) The compilation of all content on this site is the exclusive property of HITEK SOLUTIONS with the copyright authorship for this concept by HITEK SOLUTIONS and is protected by international copyright laws. (4) The copying, reproduction, distribution, modification, leasing, transfer, selling, renting, or publication by you of any such matters or any part of the Site and the 'Service Venue' platform of Kaypicsports.com is strictly prohibited, without our express prior written permission. (5) Nothing in these Conditions grants the User any

licence to or any other rights under any Intellectual Property Rights of or used by HITEK SOLUTIONS existing at the date of the Contract other than those rights specifically set out in the User Obligation and Service section. The User will have no interest in any Intellectual Property Rights of or used by HITEK SOLUTIONS relating to the Services operational method and set up. (6) HITEK SOLUTIONS grants the User a non-exclusive, non-transferable permission to use and operate the Software Platform solely for the purpose of accessing and using the Services and only to the extent that such use and operating is necessary for the User to access and use the Sport Management Web Services provided. (7) The User ('Owner Manager') will not allow anyone except its employees to use the Software platform from a single mobile device, desktop or laptop that your own and operate freely. (8) The User ('Member') will not allow anyone except its legal tutor or parent, to use the Software platform from a single mobile device, desktop or laptop that your own and operate freely. (9) The User may not transfer any of the accesses to any third party, or share its use with any third party (whether on a commercial basis, free of charge or otherwise), and User may not sub-license the use of the platform. (10) The User may not use the Software Platform on behalf of or for the benefit of anyone else. (11) The User shall not copy any materials from Kaypicsports.com or the 'Service Venue' expressly prohibited by applicable law. (12) The User may not modify, adapt, reverse engineer, decompile, or disassemble the whole or any part of the Software Platform for any purpose except for the purposes expressly permitted by the Terms and Conditions and/or in accordance with Canadian and International Copyright laws, Design and Patents Act.

8.4. Patent and Copyright Indemnity: HITEK SOLUTIONS will defend at its own expense any action brought against Users to the extent it is based on a claim that the Licensed Software used within the scope of the license granted hereunder infringe a patent, copyright or other proprietary right of a third party. HITEK SOLUTIONS will pay any costs, damages or attorney fees finally awarded against Licensee in such action, which are attributable to such claim, provided HITEK SOLUTIONS is promptly notified in writing of such claim, may control the defence and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a Licensed Software becomes, or in HITEK SOLUTIONS 's opinion is likely to become, the subject of a claim of infringement of a patent, copyright or trade secret, HITEK SOLUTIONS may at its option either secure Licensee's right to continue using the Licensed Software, replace or modify the Licensed Software to make them not infringing, or provide 'Licensee' with a refund of the license fee less depreciation. HITEK SOLUTIONS shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a Licensed Software in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Software - with hardware, software or data not supplied by HITEK

SOLUTIONS where the used Licensed Software alone in their original, unmodified form would not constitute an infringement. The foregoing states Licensee's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

8.5. Intellectual Property Rights: The Software and Services (including any associated, documentation, hardware, websites, passwords, components and tools) (“Kaypic Sports™ Property”) are the sole and exclusive property of HITEK SOLUTIONS or its licensors, who retain sole ownership of all right, title and interest in HITEK SOLUTIONS property, as well as any derivative works thereof. These ownership rights include copyrights, patent rights, trademark and service mark rights, trade secret rights, moral rights, and all other intellectual property and proprietary rights ("Intellectual Property"). User agrees, on behalf of itself and its Users, that it will take inconsistent action against HITEK SOLUTIONS’s Intellectual Property rights. User agrees that Kaypic Sports™ has the unrestricted right to use feedback or recommendations provided by User in HITEK SOLUTIONS’s sole discretion, without notice to, payment to or consent from User and that such feedback is not subject to the Confidential Information provisions of this Agreement. User agrees not to disclose such feedback to any third party without the express written consent of HITEK SOLUTIONS. User retains all right, title and interest in and to User Data and his own systems. Local and worldwide copyright laws and treaty provisions protect the Content. Any unauthorized copying, redistribution, reproduction, or modification of the Content by any person may be a violation of trademark and/or copyright laws and could subject such person to legal action. User agrees to comply with all copyright laws worldwide in your use of this site and to prevent any unauthorized copying of the Content. Certain names, graphics, logos, icons, designs, words, titles and phrases on this site constitute trademarks, trade names, trade dress and associated products and services of HITEK SOLUTIONS or its affiliates (the “Marks”), and are protected locally and internationally and their display on this site does not convey or create any licence or other rights in the Marks. Any use of any of same, in whole or in part, without prior written authorization of HITEK SOLUTIONS is strictly prohibited. Other trademarks, trade names, trade dress and associated products and services mentioned on this Site may be the trademarks of their respective owners. The display of these trademarks, trade names, trade dress and associated products and services on this site does not convey or create any licence or other rights in these trademarks or trade names. Any unauthorized use of them is strictly prohibited. HITEK SOLUTIONS provides along with is Users indemnities to cover a third party making a claim that use of the (SaaS) Software by the User or use of the User’s content or Software by HITEK SOLUTIONS breaches the intellectual property rights of a third party.

9. The Information Rights and Publicity

9.1. The Processing and Statistics: HITEK SOLUTIONS reserves the right to process and aggregate data for analysis and statistics.

9.2. The Publication: HITEK SOLUTIONS will not publish or use identifiable customer data in marketing or any other public purpose without explicit consent from the customer.

9.3.2. Retaining all rights: The Company retains all right, title, and interest in the Service and the Website and the corresponding intellectual property rights and reserves all rights not explicitly granted. Copyright in the Service and the Website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by the Company. Other than for the purposes of, and subject to the conditions prescribed under, International Copyright Act, and similar legislation which applies in your location, and except as expressly authorised by these Terms and Conditions, you may not in any form or by any means:

(I) Adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Service or Website; or

(II) Commercialise any information, products, or services obtained from any part of the Service or the Website without our prior written permission.

9.3.3. Freedom of Information Request: If the User is a public authority or another body subject to FOI's, HITEK SOLUTIONS and the Users will need to comply with any requests for releases of information within strict time limits. Provisions should be added to the (SaaS) Agreement to give the supplier control over what is, and what is not, released to prevent third parties having access to its confidential information pursuant to such request.

9.4. Trademarks

9.4.1 The Trade Marks: HITEK SOLUTIONS trademarks and trade dress may not be used in connection with any product or service that is not HITEK SOLUTIONS, in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits HITEK SOLUTIONS. Not all other trademarks owned by HITEK SOLUTIONS or its subsidiaries, content suppliers that appear on this site are the property of their respective owners, who may not be affiliated with, connected to or sponsored by HITEK SOLUTIONS or its subsidiaries.

9.4.2. Registered Trademark: Except where otherwise specified, any work or device to which is attached the 'HITEK' or 'ANY' symbol is a registered trademark. If you use any of the trademarks owned by the Company in reference to our activities, products, or services, you must include a statement attributing the trademark to the

Company. You must not use our trademarks unless authorized by a written consent by on of Kaypicsports.com representative or administrator:

- (I) in or as the whole or part of your own trademarks;
- (II) In connection with activities, products or services which are not ours;
- (III) In a manner which may be confusing, misleading or deceptive; or
- (IV) In a manner that disparages us or our information, products or services (including without limitation, the Service and the Website).

10. The Security

10.1. The Privacy: Please review our Privacy Notice, which also governs your visit to our website, to understand our practices.

10.2. The Data Privacy: The Users consents to the transfer, processing, and storage of information on the User and its employees including any personal data (“User Information”) in accordance with this Agreement, including HITEK SOLUTIONS’s “Privacy Policy”. The Users agrees with HITEK SOLUTIONS’s privacy policies.

10.2.1 Data Security

10.2.1.1 Securing information: We will take reasonable steps at the time that we collect, use or disclose Information to secure the Information we hold from misuse and loss, unauthorised access, modification or disclosure. To protect the Information we shall:

- (I) adopt measures to prevent unauthorised entry to our premises, systems to detect unauthorised access and secure containers for storing paper based Personal Information;
- (II) Will adopt measures to protect our computer systems and networks for storing, processing and transmitting Personal Information and from unauthorised access, modification and disclosure;
- (III) We shall protect communications via data transmission including emails and voice transmission from interception and preventing unauthorised intrusion into our computer networks;
- (IV) We shall adopt procedural and personnel measures for limiting access to Personal Information except by authorised staff approved for the Purposes and controls to minimise security risks to our information technology systems;

10.3. The Safeguarding Information

10.3.1 Security Safeguard: All personal information shall be protected by appropriate security safeguard to the sensitivity of the information. You should only provide Content that you are comfortable sharing with others under these Terms.

10.3.2 Disclosing personal information: There are circumstances where we may need to disclose some personal information about our Users. Here are some examples:

10.4. To satisfy legal or regulatory requirements:

1. For purposes of risk management or credit verification and reporting, we may exchange information with reputable reference sources and credit bureau.
2. HITEK SOLUTIONS may contract the services of mass mailers or survey service suppliers and provide them with contact information.
3. An investor or acquirer of HITEK SOLUTIONS may need access to such information as standard due diligence in such a transaction.
4. HITEK SOLUTIONS's external accountants may be given access to personal information to perform their consulting, accounting, or auditing services.
5. To resolve a processing issue with your credit card company regarding a transaction that you have authorized HITEK SOLUTIONS will not sell, rent, share, or disclose your personal information with any other third parties without first obtaining written permission. We have limited relationships with third parties to assist us in servicing you, for example, by fulfilling customer orders or providing customer service. These service providers are contractually required to maintain the confidentiality of the information we provide them. Additionally, we have business partners that provide services, some of which are co-branded. We clearly identify partner services and sites. When you request any of these products or services, you are permitting us to provide your personal information to the partner to fulfill your request. We may disclose your information if we are required to by a law enforcement action such as a court order, subpoena or search warrant. You may use the Services only if you can form a binding contract with HITEK SOLUTIONS and are not a person barred from receiving services under the laws of Canada or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

10.5. LIMITING USE, DISCLOSE & RETENTION

10.5.1. Purpose of Disclosure: Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfillment of those purposes; or up to seven years as required by some professional obligations.

10.6. The Notification of Security Breach: In the event of a security breach that may affect you or anyone using the service, HITEK SOLUTIONS will notify User of the breach and provide a description of what happened. The User is responsible to take immediate action on such notification, if necessary, in order to minimize the possible impact of the security breach.

10.7. The Review, comment, email and content: Visitors may post reviews, comments, and other content, and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, discriminatory, sexual, infringing of intellectual

property rights, or otherwise injurious to third parties, or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of spam, Trojan horse, and bugs. The User is accountable for its designated account and the Use of HITEK SOLUTIONS 'Service Venue'. The Users agrees not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. HITEK SOLUTIONS reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, User grants HITEK SOLUTIONS and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. User grants HITEK SOLUTIONS and its associates and sublicenses the right to use the name that you submit in connection with such content, if they choose. The User represents and warrants that you own or otherwise control all of the rights or licences to the content that you post; that the content is accurate: that it is release of financial obligations. The use of the content you supply does not violate this policy, and will not cause injury to any person or entity: and that you will indemnify HITEK SOLUTIONS or its associates for all claims resulting from content you supply. HITEK SOLUTIONS has the right but not the obligation to monitor and edit or remove any activity or content. HITEK SOLUTIONS takes no responsibility and assumes no liability for any content posted by User or its affiliates or any third party acting on behalf of the User.

11. The Confidentiality

11.1. The Definition "Confidential Information": means information disclosed by a party to the other party in connection with the use of the Services that is marked as confidential or would reasonably be considered as confidential under the circumstances. User Data and User Information is the User's Confidential Information. Despite the foregoing, Confidential Information does not include information that:

- a) is or becomes public through no fault of the recipient;
- b) the recipient of the Confidential Information already lawfully knew;
- c) was rightfully given to the recipient by a third party; or
- d) was independently developed by the recipient without reference to the disclosing party's.

11.2. The Confidentiality and Data protection: Each party will: protect the other party's Confidential Information using commercially reasonable efforts; and not disclose the Confidential Information, except to affiliates, employees, contractors, agents, and professional advisors who need to know it and who have agreed in

writing to keep it confidential or by governing bodies for audit or criminal investigation. (2) Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause. (3) Each party (and any permitted recipient to whom a party has disclosed Confidential Information of the other party) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. (4) Subject to the remaining provisions of the Term and condition, neither party will use (except for exercising its rights and performing its obligations under the Agreement) will keep confidential, and not divulge to any third party any and all confidential information of the other party (whether oral, written or recorded or disclosed in any other form, and whether disclosed on, before or after the date of the agreement) concerning any of the following: the business, affairs, plans, technology, know-how, products and services of the other party and, in particular, any samples, information and material disclosed to them by the other party for purposes of the Agreement without the other party's prior written consent. (5) For the purposes of this agreement, the Sport management Web Services Data are confidential information of the User disclosed to HITEK SOLUTIONS will keep it confidential and not divulge to any third party and may not disclose or otherwise disseminate the Data. (6) The restriction contained in the Confidentiality Data agreement will not apply to any information which: it was already in the receiving party's possession or at its free disposal before its disclosure by the disclosing party; is disclosed after the date of the Agreement to the receiving party without any obligations of confidence by a third party who has not derived it directly or indirectly from the disclosing party; is or becomes generally known anywhere in the world through no act or default on the part of the receiving party. (7) Nothing in the Agreement will prevent HITEK SOLUTIONS from disclosing in confidence to any HITEK SOLUTIONS affiliates any confidential information disclosed to it by the User and the Sport Management Web Services Data in order to meet HITEK SOLUTIONS's obligations under the Agreement. (8) HITEK SOLUTIONS will take appropriate technical and organisational measures against unauthorised or unlawful processing of Confidential Data or their accidental loss, destruction or damage, having regard to the state of technological development, the cost of implementing any measures, the harm which might result from such unauthorised or unlawful processing or accidental loss, destruction or damage, and the nature of the data to be protected. The User further agrees to treat the Licensed Software with at least the same degree of care with which Customer treats its own confidential information and in no event with less care than is reasonably required to protect the

confidentiality of the Licensed Software. The party receiving Confidential Information (“Receiving Party”) will exercise the same degree of care and protection for the Confidential Information of the party that has disclosed Confidential Information (“Disclosing Party”) that it exercises with its own Confidential Information but no less than a reasonable degree of care. The Receiving Party may not directly or indirectly disclose, copy, distribute, republish, sell, rent, lend, license or otherwise allow any third party access to such Confidential Information. The Parties agree to maintain the confidentiality as described herein for three (3) years after the termination of this Agreement. Notwithstanding the above, either party may disclose Confidential Information: (1) to its employees, contractors or agents who have a need to know and are subject to substantially similar obligations of confidentiality; and (2) if required by law (including a court order or subpoena), provided, the Receiving Party, where lawfully permitted, promptly notifies the Disclosing Party in time to review and challenge the potential disclosure.(3) to protect the rights, property or safety of HITEK SOLUTIONS, its users or the general public.

11.3. The User Data: HITEK SOLUTIONS will store and process User Data in a manner consistent with industry security standards. HITEK SOLUTIONS has implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of User Data and to mitigate the risk of unauthorized access to or use of User Data. Nothing in this Agreement will prevent HITEK SOLUTIONS from using or disclosing the User’s Confidential Information in any manner permitted by HITEK SOLUTIONS’s privacy policy (<https://www.Kaypicsports.com/register/privacy-policy/>)

11.4. The Sharing of data: HITEK SOLUTIONS will not share any User Information with any third parties unless HITEK SOLUTIONS has your consent for any User Information or any third party's consent for the third party's User Information; concludes that it is required by law or has a good faith belief that access, preservation or disclosure of User Information is reasonably necessary to protect the rights, property or safety of HITEK SOLUTIONS, its users or the public; or provides User Information in certain limited circumstances to third parties to carry out tasks on HITEK SOLUTIONS's behalf (e.g., billing or data storage) with strict restrictions that prevent the data from being used or shared except as directed by HITEKSOLUTIONS.

11.5. Processing of personal data: When providing the Services, HITEK SOLUTIONS shall procure that its subcontractors at all times take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data; and shall not transfer any personal data without appropriate consent and clearance and only process the personal data in accordance with the instructions given by the party responsible for the personal data.

11.5.1. Export of Data: User acknowledges that the Services and Software provided by HITEK SOLUTIONS are subject to local authorities and when applicable outside the

country export regulations. User shall comply with applicable export and import laws and regulations for the jurisdiction in which the Services will be imported, exported and/or provided. User shall not export the Services or Software to any individual, entity, or country prohibited by applicable law or regulation. User is responsible, at User's own expense, for any local government permits, licenses, or approvals required for importing and/or exporting the Services and/or Software provided by HITEK SOLUTIONS. User agrees to notify HITEK SOLUTIONS if any User data is or has been specifically designed, developed, configured, adapted, or modified for other use (www.Kaypicsports.com). HITEK SOLUTIONS reserves the right to update this website from time to time at its sole discretion.

11.5.2 Data Accessibility: User may access their data archives at any given time albeit that the demand is generated from an authorized source of the User.

11.5.3. Data Import: In order to facilitate data import, User agrees to import data incompatible format recommended by Kaypic Sports™ or HITEK SOLUTIONS.

Data Ownership and Access: User agrees that HITEK SOLUTIONS may access Archived Data in response to any technical problems and to ensure proper working of the Services.

11.5.4. Data Protection. HITEK SOLUTIONS provides indemnities along with Users of claims made by an individual or any other entity that their personal data has been used or processed in breach of worldwide or common Data Protection Act since that HITEK SOLUTIONS is to process data in accordance with the customer's instructions and if these instructions are in breach of data protection laws HITEK SOLUTIONS should be indemnified against any claims. HITEK SOLUTIONS requires that any sub-contractor or Service Suppliers or Data Centre are bound by written obligations similar to those that the HITEK SOLUTIONS gives to the Customers in the (SaaS) Agreement before it will agree to the sub-processing of data by the third party.

11.5.5. Data Safety. User agrees to avoid using corrupt files, dysfunctional peripherals, to adopt preventive password protection, to avoid unreadable PST or EML files, and unreadable or incompatible data will not be imported. HITEK SOLUTIONS is not responsible for the storage or maintenance of data that is not properly imported.

11.5.6. Privacy Policy: HITEK SOLUTIONS reserves the right to use and store aggregated and anonym User traffic to maintain or improve the Services. Some such information may be shared with third parties as a part of a larger set of statistics (for example, statistics that indicate amount of traffic, success rates, and size of Kaypicsports.com Users). User agrees that such data is not Confidential Information. HITEK SOLUTIONS may also use a limited sampling of Customer Data to support internal research for improved spam detection. User may opt out of such research through the console. The Software, Services or Support may employ applications and tools to collect personally identifiable, sensitive or other information about Users of the Software and Services (including, User and users' name, address, e-mail address

and payment details), their computers, files stored on their computers, or their computers' interactions with other computers (including, information regarding network, licenses used, hardware type, model, hard disk size, CPU type, disk type, RAM size, operating system, versions, BIOS data, scanners, database size, system telemetry, device ID, IP address, location, content, HITEK SOLUTIONS components, processes, Updates, Upgrades, usage patterns and services information, information about third party products installed, extracts of logs created by HITEK SOLUTIONS(collectively, "Data"). HITEK SOLUTIONS may use cookies to store user session information, access codes and application settings to ease site navigation processes. The collection of this Data may be necessary to provide Users with the relevant Support or Service as ordered (including, detecting and reporting threats and vulnerabilities on User's computer network), improve overall security for Users of the Services. User may be required to uninstall the Software or disable Support or its Service to stop further Data collection that supports these functions. By entering into this Agreement, or using the Support, Software or Services, User agrees to the HITEK SOLUTIONS Privacy Policy on the Kaypic Sports™ website (www.kaypicsports.com) and to the collection, processing, copying, backup, storage, transfer and use of Data by HITEK SOLUTIONS, and its service providers, in, from and to Canada, the United States, Europe, or any other countries or jurisdictions, potentially outside of the User or User's own, as part of the Support, Software or Service delivery. User is solely responsible for securing any privacy-related rights and permissions from its Users as maybe required by local law. HITEK SOLUTIONS will treat personally identifiable information in accordance with the Kaypic Sports™ privacy policy on the Kaypic Sports™website (www.Kaypicsports.com).

11.5.7. Unlimited Storage: An unlimited amount of logged Data may be stored using the Service, subject to the following limitations and restrictions: Journalled Data may be stored with a storage capability limits. User 'Owner Manager' cannot insert transactions that were not generated by User's server operational transaction data into the journalled for archiving. 'Owner Manager' should try to avoid data storage space exceeding 150% of the average amount of storage space used by Users of the Service, Customer may be charged additional data hosting fees on a monthly basis for the excess storage space used (when it may be applicable). Archived operational data(s) may not exceed 100MB in size (MB is subject to change), special authorization or mutual arrangements can be made for data storage capacity limitation.

11.6. Anti spam policy, Safety Use and Utility

11.6.1 Spam Policy: Spam is prohibited and causes damage, spam filtering technology without limiting the generality of the Term of Use, you will not use the Web site to

transmit, any material that could damage, disable, overburden, or impair the web site either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail. You will not use the HITEK SOLUTIONS web site in any way that violates the Anti-Spam Policy. A breach of any part of the Anti-Spam Policy is a breach of this Agreement. HITEK SOLUTIONS may use filtering technology or other measures in its efforts to stop unsolicited bulk e-mail and unsolicited commercial e-mail. And if your use any of HITEK SOLUTIONS web site, includes e-mail related services then such filtering technology, or other measures may block either temporarily or permanently some e-mail sent to you through our filtering technology programs.

11.7. Application and Software Use

11.7.1 Software use: Your use of any application or software associated with HITEK SOLUTIONS will be governed by the terms and conditions of the end user license agreement ("EULA") accompanying such software. If you receive any software that is not accompanied by a EULA, then HITEK SOLUTIONS grants to you a non-exclusive, revocable, personal, non-transferable license to use such software solely in connection with the HITEK SOLUTIONS web site application and in accordance with this Agreement. HITEK SOLUTIONS reserves all rights to such software not expressly granted to you in this Agreement such software is protected by copyright and other intellectual property laws and treaties. HITEK SOLUTIONS or its suppliers own the title, copyright, and other intellectual property rights in such software, and such software is licensed, not sold. You will not disassemble, decompile, or reverse engineer, such software, except and only to the extent that such activity is expressly permitted by applicable law or HITEK SOLUTIONS. HITEK SOLUTIONS does not endorse or recommend the use of any material, services, and particular products.

11.8. Web Site Security Measures

11.8.1 Security Measures: We always use industry-standard encryption technologies when transferring and receiving consumer data exchanged with our application, software and web sites. However, HITEK SOLUTIONS do not guarantee or warrant that any files available for download through the Service will be free of infection by viruses or other code that may contain contaminating or destructive properties. No method of transmission over the Internet, or method of electronic storage, is 100% secure. However, security is HITEK SOLUTIONS main strength and objective as a software, application, and web site operator.

11.9. The Backups: The User is responsible for maintaining, protecting, and making backups of all information directly and indirectly processed by the User using the Services ("User Data") the User Data. HITEK SOLUTIONS will not be liable for any failure to store, or for loss or corruption of, the User Data or content in an 'Account' because of an issue with a Third Party Service Provider.

11.10. No Liability for loss

11.10.1 Responsibility for loss: Thus, we do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of the Service, the Website or any Linked Websites, nor do we accept any responsibility for any loss arising out of your use of, or reliance on, information contained in or accessed through the Service or the Website. For the avoidance of doubt, and without limiting the generality of the foregoing:

(I) The Company does not accept any responsibility or liability for any direct, indirect, tentative, incidental, special or consequential damages arising out of or in any way connected with your use of the Service or the Website or with any delay or inability to use the Service or the Website, or for any information, products and other services obtained through the Service or the Website, or otherwise arising out of the use of the Website, whether based under contract, negligence or other tort, strict liability or otherwise, even if the Company has been advised of the possibility of such damage;

(II) The Company does not accept any responsibility or liability for any information or material which you submit to the Service or the Website nor do we accept any responsibility for any use or misuse of any information or material which you submit to the Service or the Website by other members or users;

(III) The Company does not accept any responsibility or liability for the conduct of any member or other user of the Service, including without limitation any conduct which causes physical injury to any person.

11.11. The Compelled Disclosure: Each party may disclose the other party's Confidential Information when required by law or legal process, but only after it, if permitted by law:

- 1) uses commercially reasonable efforts to notify the other party; and
- 2) gives the other party the opportunity to challenge the requirement to disclose.

12. The Other Terms

12.1. The Entire Agreement: This Agreement (including any documents incorporated herein by reference to a URL or otherwise), and any Sport Management Web Services or other Services prepared for the User by HITEK SOLUTIONS referencing this Agreement ("Sport Management Web Services") constitute the entire agreement between you and HITEK SOLUTIONS and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a 'Billing document' or similar document issued by the User do not apply to the Services, do not override or form a part of this Agreement, and are void.

12.2. The Precedence: To the extent any conflict exists between them, any invoice document provided by HITEK SOLUTIONS prevails over this Agreement, and this Agreement prevails over any additional terms with respect to the Services not approved by HITEK SOLUTIONS in writing.

12.3. The Force Majeure: Neither HITEK SOLUTIONS nor the User will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war, Act of God, accident, war, riot, lockout, strike, flood, fire, explosion, tempest, unusually adverse weather conditions, failure or shortage of power supplies, fault or failure of plant or machinery, hostilities, acts of terrorism, strikes, lock-outs or other industrial action or trade dispute, breakdown of plant or machinery, delay in transit, postal delay or governmental action, or internet disturbance) that was beyond the party's reasonable control or any other unexpected or exceptional cause or circumstances. HITEK SOLUTIONS will promptly notify the User if a Force Majeure Event arises and during the period in which HITEK SOLUTIONS is prevented from performing the Agreement the User will be entitled after giving HITEK SOLUTIONS of its intention to do so to uses 'Sporting Management Services' elsewhere at its own cost and risk and HITEK SOLUTIONS shall not be obliged to make up deficiencies which arise as a result. If a Force Majeure Event exceeds one month HITEK SOLUTIONS may cancel the Agreement and subscription without liability.

12.4. The Assignment: These 'Terms and Conditions' and your rights and obligations, may not be subcontracted, delegated, transferred or assigned by the 'User' prior to the written consent of HITEK SOLUTIONS. Any attempted assignment, delegation, transfer or assignment in violation of the foregoing will be null and void. In any case, The 'User' may not assign these 'Terms and Conditions' without HITEK SOLUTIONS written consent to any affiliates, subsidiary, partner, successors by merger, Any assignment in violation of this section shall be void. As a result, of this agreement, no joint venture, partnership, employer-employee or agency relationship exist between The User and HITEK SOLUTIONS.

13. The Disclaimer

13.1. Disclaimer of warranties and limitation of liability: This site is provided by HITEK SOLUTIONS on an "as is" and "as available" basis. HITEK SOLUTIONS makes no representations or warranties of any kind express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk fully permissible by applicable law, HITEK SOLUTIONS disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. HITEK SOLUTIONS does not warrant that kaypicsports.com, its servers, or e-mail sent from HITEK SOLUTIONS is free of viruses or other harmful

components. HITEK SOLUTIONS will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights. HITEK SOLUTIONS gives no warranties regarding the legality, responsibility, integrity, quality, timeliness, availability, action, reliability, suitability, behaviour or any related aspect or whatsoever of Sport Management Web Services or any potential interruption of operation or loss of revenues user may incur. The information and services may contain bugs, errors, problems or other limitations. We have no liability whatsoever for your use of any information or service, in particular, but not as a limitation, we are not liable for any indirect, incidental or consequential damages (including damages for loss of business, loss of profits, guarantee of staffing services or guarantee of booking shift, loss of money, litigation, or the like), whether based on breach of contract, breach of warranty, negligence, product liability or otherwise, even if advised of the possibility of such damages. The negation of damages set forth above are fundamental elements of the basis of the bargain between HITEK SOLUTIONS and you the User. This site and the information would not be provided without such limitations. No advice or information, whether oral or written, obtained by you from us through the site shall create any warranty, representation or guarantee not expressly stated in this agreement. The information and all other materials on the site are provided for general information purposes only and do not constitute professional advice. It is your responsibility to evaluate the accuracy and completeness of all information available on this site or any website in which it is linked.

13.2. HITEK SOLUTIONS may use third party service provider and hosting partners to provide the necessary hardware, software, networking, and related technology required to run the service. HITEK SOLUTIONS is not responsible for any failures attributable to the internet interruption or failure.

14. The Warranties

14.1. The Services are Available “AS-IS”; “AS AVAILABLE”.

14.1.1. Service Availability: Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services is provided to you on an “AS IS” and “AS AVAILABLE” basis on BETA. Without limiting the foregoing, HITEK SOLUTIONS AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security, or reliability of the

Services or any content thereon. HITEK SOLUTIONS will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content. You also agree that HITEK SOLUTIONS has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content and other communications maintained by the services.

14.1.2. The Services Requirements: We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information whether oral or written obtained from HITEK SOLUTIONS or through the Services will create any warranty not expressly herein.

14.1.3. Accuracy and Representations: No warranties as to accuracy. We do not make any representations or warranties that the material or information provided through the Service or on the Website (including any user, advice, opinion, statement or other information displayed, uploaded or distributed by the Company or any member or any other person or entity) is reliable, accurate or complete or that your access to the Service or the Website will be uninterrupted, timely or secure. We are not liable for any loss arising from any action taken or reliance made by you on any information or material provided through the Service or on the Website. You should make your own enquiries before acting or relying on any information or material, which appears on the Website. You acknowledge that any reliance upon any such material or information shall be at NO WARRANTIES AS TO AVAILABILITY The Service is distributed on an "as is" basis. We do not warrant that the Service or the Website will be uninterrupted or error-free. There may be delays, omissions, and interruptions in the availability of the Service or the Website. Where permitted by law, you acknowledge that the Service (and the availability of the Website) is provided without any warranties of any kind whatsoever either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

14.1.4. Entire Risk and Representation: No warranties as to availability HITEK SOLUTIONS provides web application solutions web site "as is," "with all faults" and "as available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with you to the maximum extent permitted by applicable law, HITEK SOLUTIONS parties make no representations, warranties or conditions, express or implied. HITEK SOLUTIONS parties disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (1) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, quiet enjoyment, no encumbrances, no liens and non-infringement, (2) warranties or conditions arising through course of dealing or usage of trade, and (3) warranties or conditions that access to or use of any HITEK SOLUTIONS web solutions software or application will be uninterrupted or error-free there are no warranties that extend beyond the face of this agreement.

14.2. The Warranty extension: Each party represents and warrants that: it has full power and authority to enter into this Agreement; and it will comply with all laws and regulations applicable to its provision or use of the Services, as applicable.

14.3. The Indemnities: The User will indemnify its Affiliates or successors from and against any and all actions, claims, damages, losses and expenses (including, without limitation, legal and other costs and expenses) incurred by HITEK SOLUTIONS and Affiliates as a result of or in connection with the User's breach of the warranty set out by the Terms and Conditions. The User warrants that it has not been induced to enter into the Agreement by any representation or by any warranty (whether oral, or in writing, or in any other form) except those expressly made part of the Contract. The User waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by HITEK SOLUTIONS inadvertently) which is not specifically set out in the Contract as a warranty. The Sporting Management Services are supplied without any express or implied warranties, conditions or representations and all warranties, conditions, terms, undertakings and obligations on the part of HITEK SOLUTIONS implied by statute, common law, custom, trade usage, course of dealing or in any other way are, to the extent permitted by law, excluded. HITEK SOLUTIONS makes no representations and gives no warranty that the use of the Sporting Management Services or the exercise of any other rights licensed under this Agreement will not infringe any Intellectual Property Rights or other rights of any third party.

15. The Limitation of Liability

15.1. The Liability: HITEK SOLUTIONS shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or interruption in the Services nor for any special, indirect, direct, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Services, personal injuries, death and property damage for the use of the 'Service venue' of HITEK SOLUTIONS. Any liability of the Company shall in any event be limited to the Services fees paid by the User in the year in which the event of default arises. Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents. The User shall fully indemnify HITEK SOLUTIONS against any liability to third parties arising out of the User's use of the Services. User expressly understand and agree that HITEK SOLUTIONS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if HITEK SOLUTIONS has been advised of the possibility of such damages), resulting from e.g. (but not limited to):

1) the use or the inability to use the HITEK SOLUTIONS service;

- 2) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the HITEK SOLUTIONS Service;
- 3) unauthorized access to or alteration of your transmissions or data;
- 4) statements or conduct of any third party on the Kaypicsports.com services; or any other matter relating to the Kaypicsports.com service.
- 5) limitation period commence within (1) year after the cause of action accrues, or subsequently, such cause of action shall be perpetually void.
- 6) the interaction between Users, and/or the conduct of Users.

Nothing in these Conditions limits HITEK SOLUTIONS's liability for fraud, or death, or personal injury arising as because of HITEK SOLUTIONS's negligence or any other liability which may not, by law, be excluded. The maximum liability of HITEK SOLUTIONS under or in connection with the Services whether caused by the negligence of HITEK SOLUTIONS, its servants, agents sub-contractors or otherwise will not exceed the amounts which have been paid or which have become payable by the User as Services Fees in a current year. In the event of an error by HITEK SOLUTIONS in providing the Services which renders the Sport Management Web Services unusable by the User, the User's only remedy will be either: The User accepts the risk of using Kaypicsports.com and the Services Venue, HITEK SOLUTIONS will have no responsibility or liability for any use which may be made of the Sport Management Services by the User or any other person or for any loss arising from that use, whether caused by the negligence of HITEK SOLUTIONS, its servants, agents, sub-contractors or otherwise. HITEK SOLUTIONS will not be liable to the User for any of the following: loss of profit, loss of revenue, loss of savings, loss of opportunity, loss of business and loss of goodwill (in each case whether direct or indirect) or for any indirect loss, damage, costs, expenses and other claims (whether caused by the negligence of HITEK SOLUTIONS, its servants, agents sub-contractors or otherwise) which arise out of or in connection with the Services or the Terms and Conditions.

15.2. Disclaimers and Limitation of Liability

15.2.1. Disclaimers and Limitation: HITEK SOLUTIONS will no be responsible or liable for (1) any viruses or other disabling features that affect your access to or use of any HITEK SOLUTIONS web site (2) any incompatibility between HITEK SOLUTIONS web site, and other web site, services, software and hardware, (3) any delays or failures you may experience in initiating, conducting or completing any transmissions or transactions in connection with HITEK SOLUTIONS web site in an accurate or timely manner, or any damages or costs of any type arising out of or in any way connected with your use of any services available from third parties though links contained on any HITEK SOLUTIONS web site. In no event will any HITEK SOLUTIONS party be liable for any damages, including without limitation any indirect, consequential,

special, law suit, incidental, or punitive damages arising out of, based on, or resulting from this agreement or your use of any HITEK SOLUTIONS web site, even if such HITEK SOLUTIONS party has been advised of the possibility of such damages. The exclusion of damages under is independent of your exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract, (2) breach of warranty, (3) negligence, or (4) any other cause of action, to the extent applicable law does not prohibit such exclusion and limitations.

15.2.2. Dissatisfaction and recourse: if you are dissatisfied with any HITEK SOLUTIONS web site, you do not agree with any part of this agreement, or you have any other dispute or claim with or against any HITEK SOLUTIONS party with respect to this agreement or HITEK SOLUTIONS services and/or web sites, then your sole and exclusive remedy is to discontinue using the reputed HITEK SOLUTIONS web site. to the maximum extent permitted by applicable law, HITEK SOLUTIONS and its subsidiaries, affiliates, officers, employees, agents, partners and licensors will not be liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, good-will, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; (iii) any content obtained from the services; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not HITEK SOLUTIONS has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. Any delay or failure on the part of HITEK SOLUTIONS and its subsidiaries' to enforce any rights hereunder to which it may be entitled shall not be construed as a waiver of the right and privilege to do so at any subsequent time. to the full extend permissible under the applicable law, HITEK SOLUTIONS shall not be liable for any direct, indirect, incidental, special or consequential changes resulting from the use or inability to use the service. In no event shall HITEK SOLUTIONS have any liability for any incidental, consequential, or indirect damages relating to loss of business, profits, goodwill, data, programs, information, and the like arising out of the use of or inability to use the service or any information, advice, or websites is void where prohibited by law. The service contains links to third party World Wide Web sites and other resources. HITEK SOLUTIONS assumes no responsibility for the availability or content of these outside sites and resources. Any concerns a user may have regarding any other site should be directed to the relevant site administrator or webmaster.

15.3. The Release: As a result of The 'Terms and Conditions', in the event of a dispute between The User 'Owner Manager' and The User 'Member' or another 'Owner Manger', HITEK SOLUTIONS its affiliates, any third party providers, our staff members, shareholders, investors, are deemed to be released from any claims, damages, compensation, indemnity that may be actual or consequential, disclosed or

undisclosed, suspected or unsuspected or whatsoever. HITEK SOLUTIONS reserves the right, but has no obligation, to intervene in any disputes between Users.

15.4. The Limits: All responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed. HITEK SOLUTIONS will not be liable to you for any incidental, special or consequential damages of any kind that may result from use of or inability to use the site.

15.5. The Third Party website: Our Service may contain links to third party web sites or services that are not owned or controlled by HITEK SOLUTIONS. HITEK SOLUTIONS has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. User further acknowledges and agrees that HITEK SOLUTIONS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise User to read the terms and conditions and privacy policies of any third party web sites or services that you visit. All rules, terms and conditions, other policies (including privacy policies) and operating procedures of third-party linked websites will apply to User while on such websites. HITEK SOLUTIONS is not responsible for the content, accuracy or opinions expressed in such Websites, and such Websites are not investigated, monitored, or checked for accuracy or completeness by HITEK SOLUTIONS. Inclusion of any linked Website on our Site does not imply approval or endorsement of the linked Website by HITEK SOLUTIONS. This Site and the third-party linked websites are independent entities and neither party has authority to make any representations or commitments on behalf of the other. If User decides to leave our Site and access these third-party linked sites, you do so at your own risk.

15.6. The Third-Party Products and Services: HITEK SOLUTIONS may advertise third party linked websites from which you may purchase or otherwise obtain certain sample goods or services, freebie offerings or free trial services. You understand that we do not operate or control the products, free offerings, or services offered by third-party linked websites. Third party linked websites are responsible for all aspects of order processing, fulfillment, billing, and User service is not a party to the transactions entered into between you and third party linked websites. User agrees that use of such third-party linked websites is at your sole risk and is without warranties of any kind by us, expressed, implied or otherwise. Under no circumstances shall HITEK SOLUTIONS be liable for any damages arising from the transactions between you and a third party linked websites or for any information appearing on third-party linked websites or any other site linked to or from our site.

15.7. The Responsibility of decisions: Any decisions or claims User make based on data from the HITEK SOLUTIONS Service are your sole responsibility. HITEK SOLUTIONS shall not be held liable for any such decisions or claims.

15.8. The Damage and losses: In no event shall HITEK SOLUTIONS's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by User, if any, for using the Service during the 12 months preceding the event causing the loss.

15.9. The Indemnification: User agree to indemnify, defend and hold harmless HITEK SOLUTIONS and its officers, share holders, directors, employees, partners, attorneys consultants, agents and employees from any and all third party claims, liability, expense, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the HITEK SOLUTIONS Services, your violation of the Terms and conditions or your infringement, or infringement by any other user of your account, related to your violation of this agreement or use of the site, and any intellectual property or other right of any person or entity.

15.10. Utilities: HITEK SOLUTIONS can't be held responsible for direct or indirect damages or lost to the User exploitation of the platform or the effectiveness, accuracy, precision, validity or reliability of the information, tools, products, services from a third party related to the exploitation Kaypic Sports™ platform (for instance, the precision on the use of a third party geospatial data or maps etc.). Nonetheless, Kaypicsports.com or HITEK SOLUTIONS, as a diligent and professional organization will focus on the use of the optimum resources available on the market.

15.11. Usage of User Name: Kaypic Sports™ or HITEK SOLUTIONS reserves the right to use User name and/or company name as a reference for marketing or promotional purposes on KAYPICSPORTS.COM website and other communication with existing or potential Kaypic Sports™'s Users. To Decline Kaypicsports.com Services or HITEK SOLUTIONS this right, you need to email to (contact@kaypicsports.com) stating that you do not wish to grant Kaypicsports.com or HITEK SOLUTIONS such right.

15.12. The Successors: This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

16. The Dispute

16.1. The Governing law: This contract shall be governed by the substantive law of Quebec where HITEK SOLUTIONS has its domicile. Additionally, These Terms shall also be governed and construed in accordance with the laws of the Country (Canada) without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

16.2. The Competent authority: If any part of these Terms, would be determined by any competent authority to be invalid, unlawful, or unenforceable, the remainder of the Terms and Conditions shall continue to be valid and enforceable fully permitted by law.

16.3. Resolving Disputes - Law and Jurisdiction

16.3.1. The Dispute: These Terms and any action related thereto will be governed by the laws of the Province of Quebec/ Canada without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the Services will be brought solely in the Province of Quebec, Canada, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a Quebec and/or Canada government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. Instead, these Terms and any action related thereto will be governed by the laws of the Province of Quebec (without reference to conflict of laws), and in the absence of federal law and to the extent permitted under federal law, the laws of the Province of Quebec, Canada (excluding choice of law). The District Court of Quebec shall solve any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof. Any dispute relating in any way to visit HITEK SOLUTIONS or through services User had obtained via HITEK SOLUTIONS may be, after mutual consent, be submitted to confidential arbitration in Quebec, Canada, except that, to the extent User have in any manner violated or threatened to HITEK SOLUTIONS intellectual property rights, HITEK SOLUTIONS may seek injunctive or other appropriate relief in any territories or federal court in Quebec, Canada, and User consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the Canadian Arbitration Association or The Quebec Arbitration Association. The arbitrator award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. Notwithstanding this, HITEK SOLUTIONS will be entitled to enforce any infringement of HITEK SOLUTIONS's intellectual property and any non-payment of fees due to HITEK SOLUTIONS in the courts of any jurisdiction in which such infringement is occurring or in which the User is incorporated. In any case of a dispute, by The 'Terms and Conditions' The User' agrees to settle the dispute when it is appropriate, to the smart claim court, or in a court of competent jurisdiction to prevent any violation (copyrights, trademarks, trade secrets, patents, infringement, intellectual property rights etc.), The 'User' and HITEK SOLUTIONS agrees to waive any right to a trial by jury or to participate as a plaintiff or class in any class action or representative proceeding.

16.3.2. The Arbitration: In the event of a dispute, it is the intent of the parties to commonly agree, in accepting arbitration and in selecting a neutral representative in order to resolve any litigious differences or interpretation when necessary (see section 16.3.1). The costs are deemed to be shared equally.

16.4. The General: The User agrees that all actions or proceedings arising directly or indirectly out of this agreement, or your use of the site or any sample products, freebie offers or services obtained by you through such use, shall be litigated in the circuit court of Quebec or the Canada Federal District Court for the province of Quebec. Users are expressly submitting and consenting in advance to such jurisdiction in any action or proceeding in any of such courts, and are waiving any claim that Quebec is an inconvenient forum or an improper forum based on lack of venue. HITEK SOLUTIONS, from Quebec, Canada, controls this site. As such, the laws of Quebec will govern the terms and conditions contained in this Agreement and elsewhere throughout the Site, without giving effect to any principles of conflicts of laws.

16.5. The Severability: If any provision of these Conditions is held by any competent authority and deemed to be invalid, void or for any reason unenforceable in whole or part the validity of the other provisions of these Conditions, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition and also the remainder of the provision in question shall not be affected.

16.6. The Waiver: No waiver or delay by HITEK SOLUTIONS in enforcing its rights will prejudice or restrict those rights and no waiver of any right will operate as a waiver of any later right or breach. Failure to exercise or enforce any right under this Agreement will not be deemed a waiver of that Party's right nor bar the exercise or enforcement of it at any time thereafter.

16.7. The Assignment: The User will not delegate, subcontract, transfer, or assign this Agreement or any of its rights or obligations, without the prior written consent of HITEK SOLUTIONS, as the Agreement shall be deemed null and void. HITEK SOLUTIONS may assign the Terms without The User consent as a result, of a merger, sales of equity and/or assets, and a corporate restructuration.

16.8. Unenforceability: In the event that any provision of this Agreement is held by a Court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of this Agreement will continue in full force and effect.

16.9. Force Majeure: HITEK SOLUTIONS is not liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by forces of nature or any other cause beyond its reasonable control(ex.: natural disaster, act of war or terrorism, riot, governmental action, or internet disturbance).

16.10. Successors: This Agreement will be binding upon and will inure to the benefit of the parties hereto and their heirs, administrators, successors, their respective representatives, successors and assigns except as otherwise provided herein.

17. The Contact

17.1 Contact Us: If you have any questions about these Terms and Conditions of usage, the Privacy Policy or other related policy material of kaypicsports.com, it can be directed to our support staff by clicking on the 'Contact US' link in the website menu. HITEK SOLUTIONS invites 'Users' to engage a discussion by writing to us if you feel your rights are compromised. HITEK SOLUTIONS will make the best effort to respond promptly to the situation. You can email us at:

17.2 Contact Us

If you have any questions or complaints about this Privacy Policy, it should be addressed to : HiTek Solutions and or any entity submitted.

Email: contact@kaypicsports.com

Tel.: 1 (514) 400-5052

Address: 65, Sherbrooke Street East,
Montreal (Quebec) H1X 1C4 Canada