



Acceptable Use Policy

Last modified: September 3rd, 2026

Introduction

This FalconEye Acceptable Use Policy (the "**AUP**") applies to all Customers and their Authorized Users, and to any free-trial or other person who accesses or uses the FalconEye platform and related services (the "**Services**"). This AUP is incorporated by reference into, and forms part of, the FalconEye Software Subscription Agreement between FalconEye-Faceoff Intelligence System LLC ("**FalconEye**," "**we**," or "**us**") and Customer (the "**Agreement**"). For any person who accesses the Services on a free trial or otherwise without a fully executed Agreement, this AUP governs that access as a binding agreement, and by accessing or using the Services you agree to be bound by it. Capitalized terms used but not defined in this AUP have the meaning given in the Agreement. In the event of a conflict, the Agreement governs except that, as provided in the Agreement, this AUP controls over the body of the Agreement solely with respect to the specific use conduct it governs.

You are responsible for all content that you upload, input, submit, or generate through the Services, and for all activity conducted under your account or credentials. Customer is responsible for ensuring that each of its Authorized Users complies with this AUP.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with this AUP and the Agreement. You will not use the Services or any AI Customer Output:

- In any way that violates, or promotes, facilitates, or contributes to violation of, any applicable federal, state, local, or international law, ordinance, or regulation (collectively, "**Laws**"). Laws include, without limitation, Laws applicable to:
 - design, development, deployment, implementation, operation, and use of AI Technology;
 - any sector or industry in which you or your customers or clients operate; and
 - privacy and data protection.
- In any way that is inconsistent with this AUP, including to submit AI Customer Input or generate AI Customer Output prohibited in the Content Standards section of this AUP.
- To build or develop any AI Technology in contravention of, or for use in any manner inconsistent with, this AUP.
- For exploiting, harming, or attempting to exploit or harm, children in any way, whether or not prohibited by Law, including by:
 - distributing or promoting child sexual abuse material; or
 - facilitating or promoting sextortion, grooming, or abuse of a child.

- To deceive, defraud, or mislead others, including to impersonate any Person without authorization, to represent that AI Customer Output is human-generated, or to create or distribute defamatory content, "deepfakes" presented as authentic, or misinformation.
- To harass, defame, discriminate against, bully, threaten, intimidate, or incite violence against any player, coach, official, or other Person.
- In any way that you know or should know infringes any patent, trademark, trade secret, copyright, or other intellectual property right of any Person.
- In any way that violates the legal rights (including the rights of publicity and privacy) of any Person, including by processing Personal Information other than in compliance with Laws or by conducting unlawful monitoring, tracking, or surveillance of individuals.
- For automated decision-making that produces legal or similarly significant effects on an individual, or to create or enhance any facial-recognition or biometric-identification database.
- To generate or provide legal, financial, health, medical, or other professional advice or decisions without review by a licensed and qualified professional and disclosure of your use of AI Technology.

Additionally, you will not:

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services or any connected or related computer, software, firmware, hardware, device, data, database, system, or network.
- Violate, attempt to violate, or knowingly facilitate the violation of the security, integrity, or availability of the Services or any connected or related computer, software, firmware, hardware, device, data, database, system, or network.
- Introduce or distribute to the Services or use the Services to introduce or distribute any viruses, trojan horses, backdoors, malware, worms, logic bombs, malicious code, or other software, device, technology, or material that is malicious or technologically harmful.
- Circumvent or interfere with any features, filters, or safeguards of the Services that are intended to limit or mitigate violations of Laws or this AUP.
- Prompt the Services to perform in a way that violates this AUP, the Agreement, or any Law.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any source code, model, model weights or parameters, algorithm, or other underlying AI Technology or component of the Services.
- Use the Services or any AI Customer Output to develop, train, or improve any competing or similar product, service, or AI Technology.
- Share, sell, resell, rent, lease, sublicense, or otherwise provide access to the Services or any login credentials to any third party or to anyone other than authorized program staff and Authorized Users of Customer's own athletic program.
- Use the Services in a manner that violates any applicable league, conference, or governing-body rule regarding scouting, film exchange, or recruiting.
- Provision a player account for, or submit any player information (including name, school, jersey number, height, weight, grade, or film) concerning, any individual under the age of 13, or grant credentials or access to any non-human or non-affiliated entity at any time.

- Upload, input, or submit any student-athlete or other Personal Information that you do not have all rights and consents necessary to provide, or use such information other than for the purpose for which it was collected.
- Otherwise attempt to interfere with the proper working of the Services.

Content Restrictions and Standards

You will not use the Services to submit, upload, or input any AI Customer Input, or generate or produce any AI Customer Output, that:

- Violates Laws or promotes or facilitates any activity that violates Laws.
- Is inconsistent with this AUP, including the Prohibited Uses section of this AUP.
- Promotes, describes, or depicts exploitation, abuse, or harm to a child, including:
 - child sexual abuse material; and
 - content impersonating or intended to impersonate a child.
- Is sexually explicit, obscene, or pornographic, including any "deepfake" nudity or sexual content.
- Is defamatory, fraudulent, or deliberately misleading, including "deepfakes" presented as authentic and false information concerning health or safety.
- Includes or promotes harassment, discrimination, bullying, threats, intimidation, or hateful conduct against any Person.
- You know or should know infringes any intellectual property right, or violates the publicity or privacy rights, of any Person.
- Impersonates any Person, or falsely suggests that it emanates from or is endorsed by FalconEye or any other Person.
- Contains any virus, malware, or other malicious or technologically harmful code.

Disclosures and Consents

- You agree to make all disclosures and obtain all consents required by Laws in connection with your use of the Services and any AI Customer Output, including any consents required to upload player film and Personal Information.

Customer Responsibility; Human Review, Output Accuracy, and Non-Reliance

You are solely responsible for all AI Customer Input you provide and for evaluating all AI Customer Output before using, relying on, or distributing it. You acknowledge that AI Customer Output, including any AI Customer Output generated using AI Technology, may be inaccurate, incomplete, or biased, and that scores, rankings, tendencies, practice plans, and other AI Customer Output are informational suggestions only and are not a substitute for the independent professional, coaching, medical, or safety judgment of qualified personnel. Before relying on, acting on, or distributing any AI Customer Output, Customer will subject that AI Customer Output to human review by a qualified member of Customer's coaching, athletic, or administrative staff who (a) assesses the AI Customer Output for accuracy, completeness, and appropriateness for the intended use, and (b) exercises independent professional judgment and does not rely on the AI Customer Output as the sole basis for the decision. Customer will not rely on the Services or any AI Customer Output for any decision affecting the health, safety, eligibility, or rights of any individual

without such review, and Customer will maintain records reasonably sufficient to demonstrate its compliance with this section upon FalconEye's reasonable request.

Third-Party AI Technology

The Services incorporate third-party AI Technology (including foundation models made available by Google and Anthropic) to generate AI Customer Output. You acknowledge that such AI Customer Output may be the same as or similar to output the Services generate for other customers, is not represented to be unique, may not qualify for intellectual property protection, and may be subject to the terms of the applicable third-party AI providers. FalconEye does not control, and is not responsible for, the underlying operation of such third-party AI Technology.

Monitoring and Enforcement

We maintain administrative tools that allow us to view which Authorized Users are active on the Services and to suspend or terminate ("force log off") any individual user session, in our sole discretion, to protect the security or integrity of the Services, investigate suspected unauthorized access, credential sharing, or misuse, perform maintenance or support, or enforce this AUP or the Agreement. We may exercise this capability without prior notice given the real-time nature of session management, and will use commercially reasonable efforts to notify Customer's Admin of any such action. We may monitor your use of the Services to evaluate your compliance with this AUP and to investigate any suspected or reported violation by you or your Authorized Users. Any violation of this AUP by you or your Authorized Users constitutes a material breach of the Agreement. In addition to our rights under the Agreement, if we, in our sole discretion, determine that you have violated this AUP, we may:

- Terminate or suspend your access to all or part of the Services.
- Take appropriate legal action, including without limitation, referral to law enforcement or any authority, for any illegal or unauthorized use of the Services.
- Report any violations of this AUP relating to exploitation or abuse of children, including child sexual abuse material, to the National Center of Missing & Exploited Children (NCMEC) and other relevant authorities and organizations.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who accesses or uses the Services. YOU WAIVE AND HOLD HARMLESS FALCONEYE AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT OR OTHER AUTHORITIES.

Copyright Complaints (DMCA)

FalconEye respects the intellectual property rights of others and expects the same. If you believe content on the Services infringes your copyright, you may submit a notice to FalconEye's designated agent that includes the elements required under the Digital Millennium Copyright Act, 17 U.S.C. § 512. Notices should be sent to: Christopher J. O'Connor, Founder, FalconEye-Faceoff Intelligence System LLC, chris@falconeyefaceoff.com, 502 W 7th St STE 100, Erie, PA 16502. FalconEye will respond to valid notices in

accordance with the DMCA, including by removing or disabling access to allegedly infringing material and, in appropriate circumstances, terminating the accounts of repeat infringers.

Nest Rankings

As further described in the Agreement, FalconEye may make available to holders of an active FalconEye subscription the Nest Rankings, showing a player's name, school or program, and composite FalconEye Score, sourced only from players meeting FalconEye's minimum program-corroboration and sample-size thresholds. Customer's scouted data will not be contributed to the Nest Rankings unless Customer opts its program in to the Nest Rankings by written request to chris@falconeyefaceoff.com. The Nest Rankings are based solely on information submitted in accordance with the Agreement and this AUP, including the prohibition on submitting Personal Information concerning any individual under the age of 13.

Modifications

You acknowledge and agree that we have the right, in our sole discretion, to modify this AUP from time to time, and that modified terms become effective on posting. We will notify Customer of material modifications through posts on the FalconEye platform or by direct email communication at least ten (10) days before they take effect. You are responsible for reviewing and becoming familiar with any modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms.