



EKKOBAR SOCIAL COMBINE & MIRA PLATFORM ACCESS AND TERMS OF USE

These Terms of Use constitute a legally binding agreement between you and Ekkobar, Inc., a Delaware corporation (“Ekkobar,” “Company,” “we,” or “us”), governing access to and use of The Social Combine and MIRA platform “Platform”.

By registering for, accessing, or using the Platform, you agree to be legally bound by these Terms. If you do not agree, do not access or use the Platform.

1. Evaluation-Only Access; No Fees

The Platform is being provided for a limited time, evaluation-only purpose in connection with “The Social Combine” initiative.

Access is provided:

- Free of charge
- For informational and evaluation purposes only
- For a limited period determined solely by Ekkobar

Ekkobar may modify, suspend, or terminate access at any time without notice.

2. Informational Purposes Only — No Decision-Making Authority

The Platform provides analytics, insights, scoring, fit assessments, and recommendations based on publicly available data.

The Platform:

- Does NOT make hiring, drafting, employment, contracting, endorsement, recruiting, or selection decisions
- Does NOT provide background checks
- Does NOT provide employment screening services
- Does NOT function as a consumer reporting agency
- Does NOT provide legal, financial, recruiting, or personnel advice.

All decisions made using Platform information are solely your responsibility. You acknowledge that you must independently evaluate any information before making decisions affecting individuals. The Platform is intended solely as a supplemental informational tool and shall not be used as the sole basis for any decision affecting an individual’s employment, draft selection, endorsement, or professional opportunities.

3. Public Data Sources

The Platform analyzes publicly available information, including but not limited to:

- Public social media posts
- Public profiles
- Public digital content
- Public commentary and media coverage



Ekkobar does not access private accounts or restricted content.

Ekkobar does not control or verify third-party content. Such information may be:

- Incomplete
- Outdated
- Inaccurate
- Misleading
- Contextually incomplete

4. Algorithmic Analysis and Limitations

All Platform outputs, including:

- Scores
- Rankings
- Fit assessments
- Insights
- Recommendations

are generated using proprietary algorithms and probabilistic modeling.

These outputs:

- Are predictive, not definitive
- Are not statements of fact
- Do not constitute factual assertions about any individual
- Should not be relied upon as the sole basis for decisions

5. Not an Employment Screening Service; No FCRA Use

You agree that you will NOT use the Platform as a consumer report or employment screening tool under the Fair Credit Reporting Act (FCRA) or similar laws.

Ekkobar is not a consumer reporting agency.

You agree not to use Platform information as the sole basis for:

- Hiring decisions
- Draft decisions
- Employment decisions
- Contracting decisions
- Endorsement or NIL decisions

6. No Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE."

EKKOBAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING:

- Accuracy
- Completeness
- Reliability
- Fitness for a particular purpose



- Non-infringement
- Availability or uninterrupted service

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EKKOBAR SHALL NOT BE LIABLE FOR ANY:

- Direct damages
- Indirect damages
- Consequential damages
- Reputational damages
- Lost profits
- Hiring, drafting, endorsement, or contract decisions
- Claims involving athletes, agents, teams, leagues, or third parties
- Claims involving defamation, privacy, publicity, NIL, or employment

IN NO EVENT SHALL EKKOBAR'S TOTAL LIABILITY EXCEED \$100 (One-hundred US Dollars).

8. User Responsibility and Compliance

You agree that you are solely responsible for:

- All decisions made using Platform information
- Compliance with employment, NIL, privacy, and discrimination laws
- Ensuring lawful use of Platform insights

You agree not to use the Platform in violation of any law.

9. Indemnification

You agree to defend, indemnify, and hold harmless Ekkobar from any claims arising from:

- Your use of the Platform
- Decisions made using Platform data
- Claims brought by athletes, agents, teams, leagues, or other individuals
- Your misuse of Platform information

10. Intellectual Property

The Platform, including all software, analytics, scores, rankings, insights, and content, is the exclusive property of Ekkobar.

You may not, without written permission:

- Copy
- Distribute or Resell the Content within the Platform
- Republish
- Commercialize
- Reverse engineer



11. Confidentiality

Platform analytics, scoring, methodology, and outputs constitute confidential and proprietary information of Ekkobar.

12. Termination

Ekkobar may suspend or terminate access at any time for any reason.

13. Governing Law

These Terms shall be governed by the laws of the State of Indiana.