

Co-Elite, Inc. Terms of Use

Last Updated: February 18, 2026

Introduction

These Terms of Use (the "Terms") constitute a legal agreement between Co-Elite Inc. and its affiliates ("Co-Elite," "we," or "us") and you ("you," "your," or "User"). The Terms outline how you may use the services offered through our platform and website located at www.co-elite.com, along with all related online properties (whether linked by Co-Elite or its affiliates) and any software provided by Co-Elite for download, including on mobile devices (referred to as our "Mobile Apps" or "Apps"). Collectively, these platforms and applications are referred to as the "Site."

These Terms also govern your use of all text, data, information, software, graphics, proprietary content, and other materials (collectively, "Materials") that we or our affiliates may make available to you, as well as any services provided through this Site. Together, the Site, the Materials, and the services we offer are referred to as the "Service."

By accessing our website and signing up as a user, you acknowledge that you understand and accept all terms and conditions outlined herein. If you do not agree with any part of these terms, please do not accept them when prompted and refrain from further access to the website and our mobile application. Should you choose not to accept and comply with all terms and conditions, you will be restricted from accessing both the website and the mobile application.

Co-Elite reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting the updated Terms on the Site. Your continued use of the Service after such changes constitutes your acceptance of the new Terms. It is your responsibility to review these Terms periodically.

By using the Service, you represent and warrant that you are of legal age under the laws of your jurisdiction and/or lawfully able to enter into contracts. If you are a Minor, you represent that you are using the Service with the consent of your parent or legal guardian and that you have obtained their permission to use the Service and agree to its Terms. If you are a parent or legal guardian of a Minor, you consent to the Minor's use of the Service, agree to bind them to these Terms, and fully indemnify and hold Co-Elite harmless if the Minor breaches any of these Terms. If you are entering into these Terms on behalf of a business entity or organization, you represent and warrant that you have the legal authority and capacity to bind that entity or organization. If you are not authorized to have such authority, you assume sole personal liability for the obligations set out in these Terms.

Privacy

Please review the [Privacy Policy](#) to see how we use and collect your information at Co-Elite Inc. Our [Privacy Policy](#) is incorporated by reference into these Terms and should be read in conjunction with these Terms.

Data Collection and Analytics

In addition to the data collection practices described in our [Privacy Policy](#), by using the Service you acknowledge and consent to our collection and use of behavioural usage data for the following purposes:

Platform Analytics and Improvement

We collect detailed usage metrics to analyze how users interact with our Service, including profile viewing patterns, search behaviour, content discovery paths, messaging activity, and feature adoption rates. This data helps us improve the Service, develop new features, and optimize user experience.

Recruiting Intelligence Features

For users with Athlete accounts, we collect and may display information about coach interactions with your profile, including views and collections. For Coach accounts, we track your recruiting activity to provide insights and analytics about your search and outreach patterns.

Service Performance Monitoring

We collect data about account registration flows, onboarding completion rates, profile update activity, and other usage patterns to identify technical issues, measure feature effectiveness, and ensure smooth platform operation.

AI Feature Optimization

When you use AI-assisted features, we collect detailed interaction data including input methods, topic selections, system performance metrics, and content moderation results to improve AI functionality and manage system resources.

Pre-Registration Tracking

When you begin creating an account, we assign an anonymous session identifier to track your progress through registration steps. Upon successful account creation, this session data is linked to your authenticated account to complete our understanding of your user journey.

You understand that this behavioural data collection is integral to providing the recruiting intelligence, matchmaking, and user experience features that define our Service. If you do not consent to this data collection, you should not create an account or use the Service.

All data collection and usage practices are subject to the terms of our [Privacy Policy](#), which is incorporated by reference into these Terms.

Intellectual Property Rights

Co-Elite's Intellectual Property

All content on the Service, including but not limited to text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software, is the property of Co-Elite or its content suppliers and is protected by Canadian and international copyright and trademark laws. The compilation of all content on the Service is the exclusive property of Co-Elite and is protected by Canadian and international copyright laws.

Co-Elite's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Co-Elite or its affiliates. You may not use such marks without the prior written permission of Co-Elite. All other names, brands, and marks are used for identification purposes only and may be the trademarks of their respective owners.

Reporting Intellectual Property Infringement

If you believe that any content on our Service infringes upon your intellectual property rights, please contact us at legal@co-elite.com with information including:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest
2. A description of the copyrighted work or other intellectual property that you claim has been infringed
3. A description of where the material that you claim is infringing is located on the Service
4. Your address, telephone number, and email address
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf

Users of The Service

Registered Users and Accounts

To access certain features of our Service, you may need to register as a user. A "Registered User" is someone who has created an account with Co-Elite Inc. (your "Account"). You can sign up as a "Student" to explore collegiate opportunities, connect with peers, and upload content. You can also sign up as an "Athlete" to connect with coaches, instructors, and recruiters, and promote your sports profile, as well as use any features included with the "Student" account. You can register as a "Coach" (including those from high schools, colleges, and private sports clubs) to engage with Athletes, fellow Coaches and recruiters. By registering, you confirm that you are (1) at least thirteen (13) years old; and (2) not prohibited from using the Service under these Terms or applicable laws.

Registration Data by Account Type

Athlete Accounts

When registering as an Athlete, the following information is mandatory:

- First and last name
- Email address (used as login credentials)
- Password (for account security)
- Location (country, province, city)
- Date of birth (collected to determine eligibility year for athletic recruitment, ensure compliance with child data protection laws, and allow coaches to filter athletes by class year or age group)
- Height
- Sport
- Sport category
- Position
- Grad Year (collected to determine eligibility year for athletic recruitment and allow coaches to filter athletes by class year or age group)
- Status (recreation, committed, free agent)

Optional information for athlete accounts may include weight, academic interests, personal statement (bio), accomplishments, contact information, career aspirations, community involvement, education details, profile image, and any media uploads to their profile.

Coach Accounts

When registering as a Coach, the following information is mandatory:

- First and last name
- Email address (used as login credentials)
- Password (for account security)
- Location (country, province, city)
- Sport
- Sport category
- Title (e.g., head coach)

Optional information for coach accounts may include current team, organization, level of play, personal statement (bio), accomplishments, contact information, education details, profile image, and any media uploads to their profile.

Student Accounts

When registering as a Student, the following information is mandatory:

- First and last name
- Email address (used as login credentials)
- Password (for account security)

Optional information for student accounts may include personal statement (bio), accomplishments, career aspirations, community involvement, education details, profile image, and any media uploads to their profile.

Registration Responsibilities

When you register for the Service, you agree to (i) provide accurate and complete information ("Registration Data") and (ii) keep it updated. You are responsible for all activities under your Account, so do not share your Account or password. If you notice any unauthorized use or security issues, contact us immediately at support@co-elite.com and log out after each session. If any information is untrue, inaccurate, or incomplete, or if we suspect it is, we may suspend or terminate your Account. You agree not to create an Account with false information and to maintain only one personal Account. Co-Elite Inc. may monitor your username and password and require changes if needed. We also reserve the right to remove or reclaim any usernames, especially if they infringe on third-party rights. You may not register for an Account on someone else's behalf without authorization. If you have been removed or banned from any Co-Elite properties, you cannot create an Account or use the Service. By completing the registration process, you acknowledge that we will begin collecting behavioural usage metrics associated with your account as described in the "**Data Collection and Analytics**" section of these Terms.

Use of The Service

We connect sports talent with exciting opportunities through our exclusive athletic recruiting network. By joining us and following these Terms, you can tap into our platform. These guidelines apply to all Users—whether you're a Visitor or a Registered User contributing your own content. Remember, the Service is licensed to you, not sold.

Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Service; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service except as expressly permitted by Co-Elite; (iii) decompile, reverse engineer or disassemble the Service except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Service except as expressly permitted by Co-Elite; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Service or unduly burdening or hindering the operation and/or functionality of any aspect of the Service; or (vi) attempt to gain unauthorized access to or impair any aspect of the Service or its related systems or networks.

Non-Discrimination Policy

Co-Elite is committed to providing a platform free from discrimination. You agree not to use the Service to discriminate against others based on race, ethnicity, national origin, religion, sex, gender identity, sexual orientation, disability, age, or any other characteristic protected

by applicable law. This applies to all interactions, content, and recruiting activities on our platform. Co-Elite reserves the right to remove content, suspend, or terminate accounts engaging in discriminatory behaviour.

User Content

You are responsible for all information, opinions, messages, comments, photos, videos, and other content you share ("User Content") on our Service. Do not share anything protected by copyright, trademark, or other rights without permission from the owner. It's up to you to ensure that your submissions don't infringe on any rights. You are solely liable for any issues that arise from your User Content. You own your User Content and are responsible for its legality and appropriateness.

By submitting User Content, you give Co-Elite Inc. a non-exclusive, permanent, royalty-free license to use, modify, and share your content in any way, without needing your consent or compensation. You also allow others to use the content you share publicly.

You may delete or request the deletion of your User Content at any time, unless it has been shared with others who have not deleted it, or if it has been copied or stored by other Users. Any User Content you submit is at your own risk, and if shared publicly, it is considered non-confidential.

Co-Elite Inc. will handle any personally identifiable information in your User Content according to our [Privacy Policy](#). Please note that some information you submit may reveal personal details such as gender, ethnicity, age, and more. Your submission of User Content is entirely voluntary.

We may modify or adapt your User Content for transmission, display, or distribution across various networks and media, or to meet the requirements of any services or devices.

By providing User Content, you agree that it complies with our [Acceptable Use Policy](#). While Co-Elite Inc. is not required to monitor or remove User Content, we reserve the right to do so at any time for any reason. You agree to cover all royalties, fees, damages, and other expenses resulting from any User Content you post.

If you provide any feedback, suggestions, or comments to Co-Elite Inc. (collectively, "Feedback"), you understand that this Feedback is non-confidential and non-proprietary. You assign all rights in the Feedback to Co-Elite Inc., allowing us to use it without attribution or compensation. Co-Elite Inc. may utilize this Feedback for various purposes, including product development and marketing, but is not obligated to use or distribute it.

You acknowledge that your interactions with other users' content and profiles (including viewing, collecting, commenting, and messaging) generate usage data that we collect and analyze. This interaction data may be used to provide recruiting intelligence features, including notifying users when their profiles are viewed or collected by coaches. By engaging with other users' content or profiles, you consent to the collection and use of this interaction data as described in our [Privacy Policy](#) and these Terms.

Content Moderation

To maintain a safe and positive environment, Co-Elite prohibits certain types of content, including but not limited to:

- Content that violates any laws or regulations
- Harassing, bullying, or threatening content
- Sexually explicit material
- Content that promotes violence or discrimination
- False or misleading information
- Content that infringes on intellectual property rights
- Spam, scams, or fraudulent content
- Malware or harmful code

Co-Elite reserves the right to review, screen, and monitor User Content at its discretion. Violations of these guidelines may result in content removal, account restrictions, or termination of your account without prior notice. Serious violations may be reported to appropriate authorities.

Third-Party Content and Links

The Service may contain links to third-party websites or services that are not owned or controlled by Co-Elite. Co-Elite has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Co-Elite 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 the use of or reliance on any such content, goods, or services available on or through any such websites or services.

Links to other websites and services are provided solely for your convenience. We do not endorse the content of any third-party sites or services, and your access to and use of such sites and services is at your own risk. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Messaging

By offering messaging features, Co-Elite Inc. acts solely as an intermediary and is not responsible for the content shared by Users. We also offer forums such as the "Scouting Report" and the ability to comment on users' posts. We again are not responsible.

Students, Athletes, and Coaches (any user) may create their own account; however, Co-Elite Inc. reserves the right to close, transfer, or remove content from these pages if it violates these Terms or infringes on third-party intellectual property rights.

Please be aware that ideas and information you post may be viewed and utilized by other Users. Co-Elite Inc. cannot guarantee that others will not use the ideas or information you

share. If you have confidential ideas or information that you wish to protect, or if sharing may infringe on third-party rights, do not post it on Co-Elite.

Co-Elite Inc. is not liable for any misuse or misappropriation of content or information shared in any Co-Elite community forums.

Technical Disruptions

You agree not to engage in any activity that disrupts or interferes with the Service, including the servers and networks connected to the Service. You are responsible for any costs, expenses, liabilities, damages, or losses incurred by Co-Elite as a result of any disruption or damage to the Service or its related systems caused by your actions or those taken on your behalf.

Co-Elite strives to maintain continuous operation of the Service but does not guarantee uninterrupted access. Temporary interruptions may occur due to maintenance, updates, or factors beyond our control. We are not liable for any losses or damages resulting from such interruptions.

Termination

The Terms of Service commence on the date you begin using our services and remain in effect as long as you continue to use them, unless terminated earlier according to these Terms. If you wish to terminate your use of the service, you may do so by (a) notifying Co-Elite Inc. at any time; (b) closing your account; or (c) if you are a visitor, by ceasing to visit our website.

Co-Elite Inc. reserves the right to suspend or terminate your account or access to the service at any time and for any reason. We have sole discretion to terminate your account if we believe there has been a violation or breach of these Terms. Upon termination or suspension of your account, you will lose access to your account and any associated content.

Termination of the Service includes (i) the automatic end of all licenses, requiring you to immediately delete any downloaded or printed materials (including software), and (ii) the deletion of your password and all related information, files, and content linked to your account, except as required by law. Co-Elite Inc. is not liable for any consequences from suspending or terminating your account, including the deletion of User Content. All relevant Terms will remain in effect after termination, including ownership rights, warranty disclaimers, and liability limitations.

To close your account, you can use the account deletion feature within the service or alternatively, contact us at support@co-elite.com. We will proceed to close your account and send you a confirmation email.

Disclaimers and Limitations of Liability

Disclaimers

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CO-ELITE AND ITS AFFILIATES, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

CO-ELITE MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CO-ELITE, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CO-ELITE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; AND/OR (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE.

IN NO EVENT SHALL CO-ELITE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID TO CO-ELITE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CO-ELITE AND YOU.

NCAA & USPORTS Regulations

Co-Elite is not affiliated with or sponsored by the NCAA in any way. You are solely responsible for your activities related to your use of the Service. Therefore, you must be aware of and comply with the NCAA's rules, regulations, and laws, as well as any similar rules and regulations (collectively, "NCAA Regulations"). Co-Elite is not liable if you fail to adhere to NCAA Regulations (or any other similar rules or regulations) while using the Service. Co-Elite does not knowingly endorse any violations of NCAA Regulations (or other similar regulations).

Co-Elite is not affiliated with or sponsored by the USPORTS in any way. You are solely responsible for your activities related to your use of the Service. Therefore, you must be aware of and comply with the USPORTS's rules, regulations, and laws, as well as any similar rules and regulations (collectively, "USPORTS Regulations"). Co-Elite is not liable if you fail to adhere to USPORTS Regulations (or any other similar rules or regulations) while using the Service. Co-Elite does not knowingly endorse any violations of USPORTS Regulations (or other similar regulations).

Co-Elite is not affiliated with or sponsored by the CCAA in any way. You are solely responsible for your activities related to your use of the Service. Therefore, you must be aware of and comply with the CCAA's rules, regulations, and laws, as well as any similar rules and regulations (collectively, "CCAA Regulations"). Co-Elite is not liable if you fail to adhere to CCAA Regulations (or any other similar rules or regulations) while using the Service. Co-Elite does not knowingly endorse any violations of CCAA Regulations (or other similar regulations).

Compliance with Laws

In addition to the specific athletic regulations mentioned above, you agree to comply with all applicable local, provincial, national, and international laws and regulations while using the Service. This includes, but is not limited to, data protection laws such as PIPEDA in Canada, anti-discrimination laws, and any other laws applicable to recruitment and social media platforms.

Co-Elite complies with all applicable laws, including data protection laws and anti-discrimination laws, in the provision of our Service. However, it is your responsibility to ensure that your use of the Service complies with any laws or regulations that apply to you.

Governing & Local Laws

These Terms of Use and any use of www.co-elite.com or our mobile application shall be governed, construed, and enforced in accordance with the laws of the Province of Prince Edward Island, Canada, without regard to its conflict of laws principles. Any legal action arising from these Terms shall be brought in the courts of Prince Edward Island.

Co-Elite controls and operates the Service from its headquarters in Canada, and it may not be appropriate or available for use in locations outside of Canada. If you use the Service from outside Canada, you are responsible for complying with any applicable local laws.

Interactions between Users

You are solely responsible for your interactions with other Users of the Service and any other parties with whom you engage through the Service. Co-Elite may limit the number of connections you can have with other Users and may, under certain circumstances, restrict your ability to contact other Users or otherwise limit your use of the Service.

Co-Elite reserves the right, but has no obligation, to monitor or involve itself in any disputes that may arise. You agree to fully cooperate with Co-Elite in investigating any suspected unlawful, fraudulent, or improper activities, including granting Co-Elite access to any password-protected areas of your Account. Co-Elite reserves the right to restrict, suspend, or terminate your account if we determine, at our sole discretion, that such action is necessary or in our best interests.

In the event of a dispute with one or more Users, you release Co-Elite (and our officers, directors) from any claims, demands, and damages (both actual and consequential) of any kind and nature, known or unknown, arising from or in any way connected to such disputes.

Recruiting Activity and Cross-User Interactions

The Service facilitates connections between athletes and coaches through recruiting intelligence features powered by behavioural analytics. By using the Service, you agree to the following terms governing cross-user interactions:

Profile Visibility and Tracking

When you view another user's profile, collect another user's card, or initiate a conversation, this activity is recorded and may be disclosed to the other user. Athletes may receive notifications or see analytics showing which coaches have viewed or collected their profiles. Coaches may see analytics about their recruiting activity and search patterns.

Coach-Athlete Interaction Data

For Athlete accounts, you acknowledge that coaches' interactions with your profile (views, collections, messages) are tracked and may be displayed to you as recruiting intelligence. This data helps athletes understand coach interest and recruiting momentum.

Coach Recruiting Analytics

For Coach accounts, you acknowledge that your recruiting activity (searches, profile views, card collections, messaging patterns) is tracked to provide you with analytics about your recruiting efforts and to help us improve matchmaking algorithms.

Search and Discovery Tracking

When you use search features (such as Athlete Finder) or discovery features (such as Explore), we track your filter selections, search queries, results viewed, and navigation paths. This data is used to improve search accuracy, identify trending content, and optimize discovery features.

No Privacy Expectation in Interactions

You acknowledge that interactions with other users' public profiles and content are not private. Your viewing activity, collection activity, and other interactions with public content may be disclosed to the content owner and used for recruiting intelligence purposes.

Right to Display Interaction Data

You grant Co-Elite the right to display your interaction data (such as profile views and card collections) to other users as part of our recruiting intelligence features. However, we will not display private message content to anyone other than the message participants.

Aggregated Data Usage

We reserve the right to use aggregated, anonymized data about recruiting patterns, popular search filters, trending sports/schools, and other usage statistics for marketing, research, and platform improvement purposes.

Opt-Out Limitations

While you may delete your account at any time, you acknowledge that behavioural tracking is a core feature of the Service. There is no option to use the Service without participating in behavioural data collection while maintaining an active account.

Fair Use of Recruiting Intelligence

You agree to use recruiting intelligence features (such as viewing which coaches have viewed your profile) only for legitimate recruiting purposes. You agree not to use this information to harass, stalk, or inappropriately contact other users.

By using recruiting features of the Service, you acknowledge that behavioural tracking and recruiting intelligence are essential aspects of the platform and you consent to the collection, use, and display of interaction data as described in these Terms and our [Privacy Policy](#).

Mobile Application Provisions

App Stores

You acknowledge and agree that the availability of the Mobile App and the Service depends on the third-party platform from which you obtained the Mobile App license, such as the Apple App Store or Google Play ("App Store"). You recognize that these Terms are solely between you and Co-Elite, not with the App Store. Co-Elite, not the App Store, is fully responsible for the Service, including the Mobile App, its content, maintenance, and any claims related to it (e.g., product liability, legal compliance, or intellectual property infringement). To use the Mobile App, you must have access to a wireless network and agree to pay all associated fees. You also agree to pay any fees charged by the App Store in connection with the Service, including the Mobile App. Your license to use the Mobile App is

contingent upon your compliance with all applicable third-party terms of agreement (e.g., the App Store's terms and policies). You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of these Terms and have the right to enforce them.

Additional License Terms for Apple App Store

If you access or download any Mobile App from the Apple App Store (an "App Store Sourced Application"), you will use the App Store Sourced Application only (i) on Apple-branded products running iOS (Apple's proprietary operating system), and (ii) as permitted by the "Usage Rules" outlined in Apple's Terms of Service. The following applies to any App Store Sourced Application:

You acknowledge and agree that (i) these Terms are solely between you and Co-Elite, not Apple, and (ii) Co-Elite, not Apple, is solely responsible for the App Store Sourced Application and its content. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You understand that Apple has no obligation to provide maintenance and support services for the App Store Sourced Application.

In the event that the App Store Sourced Application fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price to you; to the maximum extent permitted by law, Apple will have no further warranty obligations regarding the App Store Sourced Application. Any claims, losses, liabilities, damages, costs, or expenses resulting from a failure to meet warranty obligations will be the sole responsibility of Co-Elite.

You and Co-Elite acknowledge that, between Co-Elite and Apple, Apple is not responsible for addressing any claims you or any third party may have regarding the App Store Sourced Application or your use of it, including but not limited to: (i) product liability claims; (ii) claims that the App Store Sourced Application fails to meet applicable legal or regulatory requirements; and (iii) claims arising under consumer protection or similar legislation.

You and Co-Elite agree that, if a third-party claims that the App Store Sourced Application or your use of it infringes their intellectual property rights, Co-Elite, not Apple, will be solely responsible for investigating, defending, settling, and resolving any such claims as required by these Terms.

You and Co-Elite acknowledge and agree that Apple, along with its subsidiaries, are third-party beneficiaries of these Terms related to your license for the App Store Sourced Application, and that upon your acceptance of these Terms, Apple has the right to enforce them as a third-party beneficiary.

Without limiting any other terms, you must comply with all applicable third-party agreements when using the App Store Sourced Application.

Additional License Terms for Android App Store

The following additional terms apply to any Mobile App provided by Co-Elite for use on Android devices (an "Android App"):

You acknowledge that these Terms are solely between you and Co-Elite, not with Google, Inc. ("Google").

Your use of Co-Elite's Android App must comply with Google's then-current Google Play Terms of Service.

Google acts only as a provider of the Android App market from which you obtained the Android App. Co-Elite, not Google, is responsible for the Android App and the services and content available through it. Google has no obligations or liabilities to you regarding Co-Elite's Android App or these Terms.

You acknowledge and agree that Google is a third-party beneficiary of these Terms as they relate to Co-Elite's Android App.

Severability and No Waiver

Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, then such provision shall be deemed severed from these Terms and will not affect the validity and enforceability of any remaining provisions.

No Waiver

The failure of Co-Elite to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Co-Elite.

Notice

All notices will be sent to the email address you provide when you create an account, or sign up for our services and/or newsletters. Please ensure your email address is current, as this is the sole means by which Co-Elite can contact you regarding changes to your account, scheduled maintenance, and any other lawful matters related to both the website and the mobile app you download.

AI Features and Third-Party Search Engines

Our Service includes AI-assisted features that allow you to generate content, ask questions about schools, and receive personalized suggestions. By using these features, you agree to the following:

Data Collection

We collect detailed telemetry data about your AI feature usage, including input methods (typed text vs. suggested topics), topic categories selected, prompt success/failure status, computational resources consumed (API tokens), and content moderation flags. This data is tied to your account and used to optimize AI performance, manage system costs, and ensure content safety.

Third-Party Processing

Your AI queries may be sent to third-party search engines and AI service providers (such as Bing, SerpAPI, or Google's AI services) to retrieve information or generate responses. These third parties process your queries in accordance with their own privacy policies and terms of service.

Content Moderation

All AI-generated content is subject to automated content moderation filters. We reserve the right to flag, block, or remove content that violates our content policies, and repeated violations may result in restriction or termination of your access to AI features.

No Guarantees

AI-generated content is provided on an "as is" basis. We do not guarantee the accuracy, completeness, reliability, or appropriateness of AI-generated responses. You are solely responsible for verifying any information obtained through AI features before relying on it or taking action based on it.

Usage Limitations

We reserve the right to impose usage limits, rate limits, or access restrictions on AI features to manage system resources, prevent abuse, or comply with third-party service agreements.

By using our AI features, you acknowledge and consent to the data collection, processing, and usage practices described in this section and in our [Privacy Policy](#).

Post-Secondary Institution Information Disclaimer

Co-Elite strives to provide accurate and up-to-date information about post-secondary institutions through our Service, including information provided by our AI chatbot feature and displayed on institution pages within the app. However, we cannot guarantee the accuracy, completeness, or currency of all information presented.

You acknowledge and agree that:

- Information about post-secondary institutions, including but not limited to admission requirements, programs, tuition fees, deadlines, campus details, staff info, and other institutional data, may be subject to change without notice

- Our AI chatbot responses are generated based on available data and may contain inaccuracies, misinterpretations, or outdated information
- Co-Elite makes no warranties or representations regarding the accuracy, reliability, or timeliness of any post-secondary institution information provided through the Service
- You are solely responsible for verifying any information obtained through our Service before making decisions based on such information
- Co-Elite strongly encourages all users to contact post-secondary institutions directly and consult official institutional sources to confirm any information before taking action

Co-Elite shall not be held liable for any damages, losses, or consequences resulting from your reliance on incorrect, misinterpreted, or outdated information about post-secondary institutions obtained through our Service.

If you believe any information about a post-secondary institution on our Service is incorrect or outdated, please contact us at support@co-elite.com so we can investigate and update our records accordingly.

Scholarship Programs

Scholarship Overview

Co-Elite Inc. offers scholarship programs (collectively, the "Scholarships") to support emerging Canadian student-athletes in their pursuit of post-secondary athletic and academic opportunities. These Scholarships are designed to reduce financial barriers for qualifying student-athletes and are administered in accordance with applicable laws and regulations.

Current scholarship programs include:

- **Rising Stars Athlete Award:** Funded by Co-Elite Inc.
- **Future Builders Athlete Scholarship:** Sponsored by World Wide Websites

Each scholarship has specific award amounts, eligibility criteria, and application deadlines as detailed in the respective scholarship descriptions available on our website.

No Purchase Necessary

No purchase, payment, download, or app usage of any kind is necessary to enter, participate in, or win any Scholarship. Creating a profile and engaging with the Co-Elite app is free of charge. An equivalent alternative method of entry is available without requiring app engagement. For questions regarding alternative entry methods, contact the respective scholarship email address listed in the scholarship description or scholarships@co-elite.com.

Eligibility and Requirements

All eligibility requirements, mandatory criteria, and application procedures are as detailed in the official scholarship descriptions available on our website. By applying for any

Scholarship, applicants represent and warrant that they meet all eligibility requirements and that all information provided is true, accurate, and complete.

Application Process and Evaluation

Applications may be submitted through [ScholarTree](#) using one of two methods for submitting athletic portfolios, a key component for evaluating applications:

1. The Co-Elite app platform (Option A), or
2. Online submission without app usage (Option B)

Both application methods are evaluated equally using identical, objective criteria for each respective scholarship. Using the Co-Elite app provides no advantage in the judging process.

Evaluation Criteria by Scholarship:

Rising Stars Athlete Award:

- Athletic Talent, Achievements & Potential – 40%
- Athletic Vision Statement – 40%
- Technical Compliance – 20%

Future Builders Athlete Scholarship:

- Athletic Talent, Commitment & Potential – 30%
- Future Vision Statement – 50%
- Technical Compliance & Completeness – 20%

Specific evaluation criteria and weightings for each scholarship are detailed in the respective scholarship descriptions available on our website.

Selection and Judging

Winners will be selected based solely on merit evaluation using objective, documented criteria as outlined above. App engagement, user activity, or platform usage is not part of the evaluation process. Co-Elite reserves the right to verify all information provided by applicants and may request additional documentation for verification purposes.

Sponsored Scholarships

For scholarships sponsored by third-party organizations (such as the Future Builders Athlete Scholarship sponsored by World Wide Websites):

- Co-Elite handles all aspects of scholarship administration, evaluation, promotion, and disbursement
- No personal information of applicants or recipients is shared with sponsors
- Only anonymized, aggregated scholarship statistics (such as total number of applications, geographical distribution, or sports represented) may be shared with sponsors for reporting purposes

- Sponsors have no role in the selection, judging, or administration of the scholarship program
- All scholarship terms, conditions, and privacy protections apply equally to sponsored scholarships

Privacy and Data Protection

Parental Consent for Minors: If an applicant is under 18 years of age, a parent or guardian must provide explicit consent for the applicant's participation and for the collection, use, and processing of the applicant's personal information.

Purpose of Data Collection: Personal information collected through the Scholarship application processes will be used solely for scholarship evaluation, administration, winner verification, and disbursement purposes.

Data Protection Compliance: Co-Elite complies with Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) and implements appropriate security measures to protect personal information. We obtain appropriate consent for the collection and use of personal information from minors as required by applicable law.

Applicant Rights: Applicants have the right to access, correct, or request deletion of their personal information in accordance with applicable privacy laws, subject to legal and contractual retention requirements.

Data Sharing: Personal information will only be shared as necessary for scholarship administration (including with educational institutions for disbursement purposes) and with explicit consent for promotional purposes if selected as a winner. Personal information is never shared with scholarship sponsors.

Award Terms and Conditions

Grade 12 Recipients: Scholarship funds will be sent directly to the recipient's Canadian post-secondary institution upon proof and details of enrollment in the Fall of the student's first year attending the post-secondary institution (after being named a recipient of the award). If a recipient does not enroll by November 30 of the respective year, the award may be forfeited without appeal.

Grade 11 Recipients: Scholarship funds will be held and sent directly to the recipient's Canadian post-secondary institution upon proof and details of enrollment in the Fall of the student's first year attending the post-secondary institution (after being named a recipient of the award), provided the recipient maintains the minimum GPA of 2.5 (or equivalent) throughout Grade 12 and continues athletic participation with demonstrated intent to pursue university or college sports. If a recipient fails to meet ongoing requirements or does not enroll by November 30 of the respective year, the award may be forfeited without appeal.

Timeline and Disbursement: Applications will be reviewed immediately after the deadline and may take up to 4 weeks to complete depending on application volume. Once results are confirmed and announced, disbursement will be completed within 14 days of the decision or

within 30 days of the student's start date at their respective post-secondary institution, depending on the time of year the award was given.

Scholarship Disclaimers and Limitations

No Guarantee: Co-Elite makes no guarantee that any applicant will be selected as a winner, regardless of qualifications or merit.

Charitable Purpose: The Scholarships' primary purpose is to reduce financial barriers for student-athletes and support education and sport development, not to grow Co-Elite's user base.

Tax Implications: Winners are solely responsible for any tax implications of receiving scholarship awards and should consult with appropriate tax professionals.

Verification Requirements: Co-Elite reserves the right to verify all information provided by applicants and may disqualify any applicant who provides false, misleading, or incomplete information.

Modification and Termination: Co-Elite reserves the right to modify, suspend, or terminate any scholarship program at any time for any reason, including but not limited to insufficient applications, technical difficulties, legal requirements, or sponsor withdrawal (in the case of sponsored scholarships).

Legal Compliance: Scholarships are administered in compliance with all applicable federal, provincial, and local laws and regulations. In the event of any conflict between these terms and applicable law, the law shall prevail.

Limitation of Liability for Scholarships

In addition to the general limitations of liability set forth elsewhere in these Terms, Co-Elite's total liability related to scholarship programs, including but not limited to the selection process, award disbursement, or any other aspect of the Scholarships, shall not exceed the total amount of scholarship funds awarded to all recipients combined for each respective scholarship program.

Dispute Resolution for Scholarships

Any disputes arising from or related to scholarship programs shall be governed by the laws of Prince Edward Island, Canada, and subject to the exclusive jurisdiction of the courts of Prince Edward Island. By applying for any Scholarship, applicants agree to resolve any disputes through binding arbitration in Prince Edward Island if required by Co-Elite.

Contact Information for Scholarship Inquiries

For scholarship-related inquiries, please contact:

- Rising Stars Athlete Award: risingstars@co-elite.com
- General scholarship inquiries: scholarships@co-elite.com

Severability for Scholarship Terms

If any provision of this Scholarships section is found to be invalid, illegal, or unenforceable, such provision shall be deemed severed, and the remainder of the scholarship terms and these Terms of Use shall remain in full force and effect.

Contact us

For all inquiries please contact us at:

contact@co-elite.com

Or mail us at, Co-Elite Inc.

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