TERMS OF USE AND PRIVACY POLICY

Matchlytics, Lda.
Version v2.0, 6 November 2026

PART I — TERMS OF USE

1. Who we are

1.1. These Terms of Use (the "Terms") govern the use of the Matchlytics platform, including the web and mobile apps, the website and related services, by players and other users. The platform is operated by Matchlytics, Lda., tax and registration number (NIPC) 518466590, registered office at Travessa Henrique Cardoso, 4, 2.º D, 1700-228 Lisboa, Portugal, reachable at general@matchlytics.ai ("Matchlytics", "we" or "us").

1.2. Version v2.0, dated 6 November 2026. The Privacy Policy forms part of these Terms.

2. The service

2.1. Matchlytics installs cameras on the padel courts of partner clubs and uses artificial intelligence to record matches, remove dead time, create highlights and calculate statistics, which it makes available to the participants of each match.

2.2. Matches are only recorded when a participant starts the recording, using the QR code displayed on the court, our apps or an integrated booking app such as TiePlayer, or when the club schedules a stream or recording. The cameras do not record outside those sessions and are not used for video surveillance.

2.3. During the match, any participant can save a highlight by raising both arms towards the camera for about two seconds.

2.4. Streams and recordings scheduled by the club, such as classes, tournaments or live streams on YouTube, are the club's responsibility and are also governed by the conditions the club sets.

2.5. Statistics, levels and other performance data are calculated automatically from the video by AI models that Matchlytics has built and trained specifically for padel. Results are reliable under normal playing conditions. As with any automated analysis, small variations may occur when lighting, framing or visibility are poor, and if you spot an error in a paid report, you can ask for it to be corrected under clause 9.

3. Account

3.1. Some features require a Matchlytics account, which can be created in our apps or by linking an account from an integrated booking app. Users confirm that the information they provide is accurate and keep their login details confidential.

3.2. You must be at least 13 years old to create an account. Users under 18 confirm that they have the permission of their parents or legal guardians, who are responsible for the use of the account and for any purchases made.

3.3. Users can delete their account at any time in the app settings or by writing to general@matchlytics.ai. Deleting an account does not delete recordings of matches in which

other users took part, which remain available to them, without prejudice to the rights in clause 5.

4. Access to recordings and sharing

4.1. The recordings, highlights and statistics of each match are only available to the participants of that match, through their accounts or the access link sent to the person who started the recording.

4.2. The video of each match is available for 30 days after the match. Saved highlights and purchased reports are available for 12 months and, for subscribers, while the subscription is active, as set out in their plan. We recommend downloading any content you want to keep.

4.3. Participants may download and share the recordings and highlights of their matches for personal purposes, including on social media. When sharing, users are responsible for respecting the image rights of the other participants and must remove the post if any of them objects.

4.4. Recordings may not be used for commercial purposes or to expose, ridicule or harass anyone, and users may not access recordings of matches they did not take part in. The club may only use recordings of player-started matches that the players share with the club or authorise through the platform.

5. Rights of the other participants

5.1. Whoever starts a recording confirms that they are a participant in the match. The other participants are informed of the recording through the club's signage, the booking confirmation, where there is one, and these Terms.

5.2. Any participant, with or without an account, may object to the recording or analysis of a match they took part in and ask for the recording to be deleted or, where technically possible, for their image to be hidden, in the app settings or by writing to general@matchlytics.ai with the club, date and time of the match. We handle these requests promptly, as described in the Privacy Policy.

6. Paid products and prices

6.1. The video and highlights of each match are free for participants. Advanced statistics reports and other paid products, such as bundles or subscriptions, where available, are purchased at the prices shown before purchase, including VAT.

6.2. For purchases made directly from Matchlytics, through the QR code, our apps or the website, the seller is Matchlytics, which processes the payment through payment service providers and issues the invoice.

6.3. For purchases made at the club's reception or through an integrated booking app, the seller and issuer of the invoice is the club, which sells the product on behalf of Matchlytics. Payment and refunds are handled by the club or the booking app operator, and Matchlytics supplies the product under these Terms.

6.4. Purchases made through the App Store or Google Play, where available, are also governed by those stores' conditions on payment, renewal and refunds.

6.5. Reports are made available in the user's account once the match has been processed, normally within 24 hours.

7. Subscriptions

7.1. Subscriptions, where available, renew automatically at the end of each monthly or annual period until cancelled. Users can cancel at any time, effective at the end of the current period, in their account settings or in the store where the subscription was purchased.

7.2. Any change to the subscription price is notified at least 30 days in advance and only applies from the next renewal. If you do not agree, you can cancel before that date.

7.3. Free trials, where offered, convert into a paid subscription at the end of the trial unless cancelled. We send a reminder before the first charge.

8. Right of withdrawal

8.1. Reports and other digital content: when purchasing, users ask for the content to be supplied immediately and acknowledge that they lose the 14-day right of withdrawal once the content is made available, under Article 17(1)(m) of Decree-Law 24/2014. This request and acknowledgement are confirmed by email.

8.2. Subscriptions: users may withdraw from a subscription, without giving a reason, within 14 days of taking it out, by writing to general@matchlytics.ai. If you asked for the subscription to start during that period, you only pay for the time already used.

9. Conformity and refunds

9.1. If a paid product is not supplied or is not in conformity, for example because the recording failed or the report does not match the match, users may ask, by writing to general@matchlytics.ai, for the product to be reprocessed or corrected and, if that is not possible within a reasonable time, for a price reduction or a refund, under Decree-Law 84/2021.

9.2. Refunds for purchases made at the club's reception or in a booking app are processed by the club or the app operator, with Matchlytics' support.

10. Levels, rankings and challenges

10.1. Levels, rankings, leagues and challenges, where available, are calculated automatically from recorded matches. Taking part is optional and can be switched off in the settings. Your username and level may be visible to other users of these features.

10.2. Partner rewards and discounts linked to challenges are governed by the conditions shown for each challenge. Manipulating matches or data to gain an advantage may lead to exclusion from these features.

11. Intellectual property and licences

11.1. The platform, software, AI models, statistics and other Matchlytics materials belong to Matchlytics or its licensors.

11.2. Matchlytics grants each participant a personal, non-exclusive and non-transferable licence to view, download and share, for personal and non-commercial purposes, the recordings,

highlights and reports of their matches, under these Terms. Each person's image rights remain their own.

11.3. Users may not copy, modify, decompile or reverse engineer the platform, or extract data by automated means.

11.4. Matchlytics does not use players' images in advertising without their consent. The use of recordings and data to develop and train our models is governed by the Privacy Policy, which explains how to object.

12. Acceptable use

12.1. Users agree to use the platform lawfully, not to start recordings of matches they are not playing in, not to interfere with the cameras or the club's equipment, not to try to access other people's accounts or recordings, and not to use the platform in ways that infringe the rights of others.

12.2. We may suspend or close, with prior notice wherever possible, the account of anyone who breaches these Terms. Except in the case of a serious breach, users keep access to paid products already purchased.

13. Availability and changes to the service

13.1. We aim to keep the platform available and recordings working, but the service depends on factors outside our control, such as the club's internet connection and power supply or third-party services. We may update and improve the platform, provided this does not materially reduce the features of products already paid for.

14. Third-party services

14.1. The platform integrates with third-party services, such as booking apps (for example, TiePlayer), YouTube, app stores, social networks and payment providers, which are governed by their own terms and policies. Matchlytics is not responsible for those services.

15. Liability

15.1. To the extent permitted by law, Matchlytics is not liable for indirect losses, such as loss of profit, or for losses resulting from the use of recordings by other users or third parties in breach of these Terms.

15.2. Nothing in these Terms excludes or limits Matchlytics' liability for wilful misconduct or gross negligence, or for death or personal injury, or the rights the law gives consumers.

16. Changes to these Terms

16.1. We may change these Terms, for example to reflect new features or changes in the law. Material changes are notified at least 30 days in advance, by email or in the app. If you do not agree, you can cancel your subscription and delete your account before the changes take effect. Changes do not affect products already purchased.

17. Complaints and dispute resolution

17.1. Complaints can be made by writing to general@matchlytics.ai or through the Portuguese electronic complaints book (www.livroreclamacoes.pt).

17.2. In a consumer dispute, consumers may use an alternative dispute resolution body, such as the Lisbon Consumer Arbitration Centre (www.centroarbitragemlisboa.pt) or CNIACC, the National Consumer Arbitration Centre (www.cniacc.pt). More information at www.consumidor.gov.pt.

18. Governing law and language

18.1. These Terms are governed by Portuguese law, without prejudice to the mandatory consumer protection rules of the country where you habitually reside. Consumers may bring proceedings in the courts of their place of residence, as the law allows.

18.2. These Terms are available in Portuguese and English. In case of any discrepancy, the Portuguese version prevails.

PART II — PRIVACY POLICY

1. Who we are

1.1. Matchlytics, Lda., tax and registration number (NIPC) 518466590, registered office at Travessa Henrique Cardoso, 4, 2.º D, 1700-228 Lisboa, Portugal ("Matchlytics", "we" or "us"), is the controller of the personal data described in this Policy. Privacy contact: general@matchlytics.ai.

1.2. This Policy explains how we handle the data of the users of our apps and of the people who appear in matches recorded with our system, including people without an account. Version v2.0, dated 6 November 2026.

2. Who is responsible for each use

2.1. We are responsible for recordings and analysis started by players, for accounts and purchases on our platform, and for the use of data to develop and train our models.

2.2. For streams and recordings scheduled by the club, such as classes, tournaments or YouTube streams, the club is the controller and we process the data on its behalf. For those activities, please contact the club; we forward any requests we receive to it.

2.3. Operators of integrated booking apps, such as TiePlayer, are responsible for the booking, payment and account data in their own apps.

3. What data we process

3.1. Account data: name, email address, phone number, profile photo, account ID in linked booking apps, and preferences.

3.2. Match data: club, court, date, time, duration and participants of the match.

3.3. Image and video: match recordings, highlights and cover images in which participants appear.

3.4. Data derived from the analysis: court position, movement, speed, distance covered, heatmaps, body keypoints (pose estimation), strokes, highlight gestures, statistics, levels and rankings.

3.5. Purchase data: products purchased, amounts, billing details, including tax number where provided, and payment status. We do not store full card details, which are handled by payment providers.

3.6. Technical and usage data: device, operating system, IP address, access logs and interaction with the app, also collected through cookies and similar technologies, as explained on the website and in the app.

3.7. Communications: support requests, complaints and communication preferences.

3.8. We do not use video for facial recognition or to identify who each person is. Our tracking technology tells players apart within each match to assign them their statistics, and a player is linked to their account through their own selection or the booking.

4. Where the data comes from

4.1. From users themselves; from the cameras installed on the courts, when a participant starts a recording or the club schedules a session; from the other participants, who may start recording a match you take part in; and from the club and integrated booking apps, for booking data and account linking.

5. Purposes and legal bases

5.1. Recording and analysing matches and making the video, highlights and statistics available to participants. Legal basis: performance of the contract with whoever starts the recording or buys the product (Article 6(1)(b) GDPR) and, for the other participants, the legitimate interest of players and Matchlytics in providing the match record to those who took part (Article 6(1)(f)), with a right to object.

5.2. Managing accounts, purchases, payments and invoicing, and providing support. Legal basis: performance of the contract and compliance with legal obligations, including tax obligations (Article 6(1)(b) and (c)).

5.3. Developing, training, evaluating and improving our AI models and the platform. Legal basis: Matchlytics' legitimate interest in improving the quality and reducing the cost of the service (Article 6(1)(f)). Safeguards: we use the data in pseudonymised form, limit access to authorised staff, do not identify people in the datasets, do not use recordings the club flags as classes or activities with minors without the consent of their legal guardians, and respect the right to object.

5.4. Levels, rankings, leagues and challenges. Legal basis: performance of the contract, when users switch these features on; they can switch them off at any time.

5.5. Security, fraud prevention and aggregated usage statistics. Legal basis: legitimate interest (Article 6(1)(f)).

5.6. Marketing communications. Legal basis: consent (Article 6(1)(a)), which can be withdrawn at any time, or, for customers, legitimate interest in promoting similar products, with the option to opt out in every message.

5.7. Establishing, exercising or defending legal claims. Legal basis: legitimate interest (Article 6(1)(f)).

5.8. Levels and rankings result from automated calculations, but they have no legal effects and do not similarly significantly affect users within the meaning of Article 22 GDPR.

6. Who we share data with

6.1. The other participants in the same match, who can access that match's video, highlights and statistics.

6.2. The club where the match was recorded, which receives court usage metrics and, where the user authorises it, the recordings the user shares with the club.

6.3. Operators of integrated booking apps, such as TiePlayer, which receive the match status, the cover image and the link to our app, as independent controllers.

6.4. Our service providers, which process data on our behalf: cloud hosting and computing (Microsoft Azure, with storage in France, Amazon Web Services and Google Cloud), computing for model training (Vast.ai, in certified data centres in the European Union), and payment, email and support providers. The current list is available on request.

6.5. Authorities, where required by law; professional advisers bound by confidentiality; and, in the event of a reorganisation, merger or sale of the company, the acquirers, who remain bound by this Policy.

6.6. We do not sell personal data.

7. International transfers

7.1. We store data in the European Union. Some providers belong to groups headquartered in the United States and may access the data from there. In those cases, the transfer relies on the adequacy decision for the EU-US Data Privacy Framework or on standard contractual clauses approved by the European Commission.

8. How long we keep data

8.1. Match video: 30 days after the match and, for subscribers with a library, while the subscription is active.

8.2. Saved highlights and purchased reports: 12 months, or until the user deletes them.

8.3. Account data: while the account is active, then deleted or anonymised within 90 days of the account being deleted.

8.4. Purchase data and invoices: 10 years, as required by tax law.

8.5. Data used for model training: pseudonymised video excerpts, images and annotations, kept while needed to develop the models, for up to 5 years, and reviewed periodically. The trained models are not designed to identify people.

8.6. Technical and security logs: 12 months.

8.7. At the end of these periods, the data is deleted or anonymised.

9. Your rights

9.1. You can ask for access to, rectification, erasure, restriction of processing and portability of your data, and withdraw consent at any time, without affecting the lawfulness of earlier processing.

9.2. You can object at any time to processing based on legitimate interest, including the recording and analysis of matches you took part in and the use of your data for model training. If you object to training, we stop using, in future training, and remove from our datasets, the recordings of matches linked to your account or that you identify, unless there are compelling legitimate grounds that override your objection.

9.3. Participants without an account can exercise these rights by giving the club, date and time of the match.

9.4. To exercise your rights, use the app settings or write to general@matchlytics.ai. We reply within one month, which may be extended where the law allows, and we may ask for

information to confirm your identity.

9.5. You have the right to lodge a complaint with the Portuguese data protection authority (CNPD, www.cnpd.pt) or with the supervisory authority of your country of residence.

10. Minors

10.1. Accounts can only be created by people aged at least 13, and users under 18 need the permission of their parents or legal guardians. Minors may appear in recorded matches. Recording classes, tournaments or other club activities involving minors requires the permission of their legal guardians, obtained by the club, and those recordings are not used for model training without consent. Parents or legal guardians may exercise minors' rights on their behalf.

11. Security

11.1. We apply appropriate technical and organisational measures, including encryption of data in transit and at rest, access control with multi-factor authentication, access logging, backups and confidentiality duties for staff. If a data breach poses a high risk, we inform the people affected as required by law.

12. Changes to this Policy

12.1. We may update this Policy. Material changes are notified in advance, by email or in the app, and the current version is always available on the website and in the app.