

TERMS OF SALE

Certain products and services may from time to time be made available to you (“you” or “User”) by WS AGENCY or its corporate affiliates (collectively, “us”, “we”, or “the Company”) through the WS AGENCY web site (the “Site”) at www.opsportsagency.com and service (- the “Service”). By purchasing any products or services through WS AGENCY’s website or mobile application, you signify that you have read, understand and agree to be bound by the Terms of Sale in effect at the time of purchase (“Terms of Sale”). Your purchases and your use of WS AGENCY’s Services are also governed by the WS AGENCY Terms of Service (TOS) located at www.opsportsagency.com, which is incorporated by reference.

These Terms of Sale are subject to change without prior written notice at any time, in Company’s sole discretion, and such changes shall apply to any purchases made after such changes are posted to the Site. Therefore, you should review these Terms of Sale prior to each purchase so you will understand the terms applicable to such transaction. If you do not agree to these Terms of Sale, do not make any purchases on WS AGENCY’s online/mobile application.

PLEASE READ THESE TERMS OF SALE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Purchase Qualifications; Account Security

To make a purchase on WS AGENCY’s online/mobile application, you must be a registered WS AGENCY’s online/mobile User and comply with these Terms of Sale (including the Terms of Service). You acknowledge that you are responsible for maintaining the security of, and restricting access to, your account and password, and you agree to accept responsibility for all purchases and other activities that occur under your account. WS AGENCY sells its products only to those users who can legally make purchases with a credit card or other acceptable payment

methods offered by WS AGENCY. WS AGENCY reserves the right to refuse or cancel orders or terminate accounts, at any time in its sole discretion.

Subscription Service Terms

WS AGENCY may offer certain services on a subscription basis with recurring payments (“Subscription Services”). You agree to pay your subscription fee in advance of receiving any such Subscription Service. WS AGENCY reserves the right to discontinue or modify any subscription fee payment option at any time without notice. Also, if you are signing up under any promotional subscription fee, some additional restrictions may apply.

Monthly Subscription Service

If you choose a Monthly Subscription Service you agree that WS AGENCY may automatically charge the subscription fee to your chosen payment method at the beginning of each period. Your access to the WS AGENCY Subscription Service will not be established until WS AGENCY has verified that the credit card or other payment information you provide WS AGENCY for payment is accurate and that your credit card account or other payment method account is in good standing. You are required to keep your billing information current, complete, and accurate (such as a change in billing address, credit card number or expiration date) and notify WS AGENCY if your selected payment method is cancelled (e.g., for loss or theft).

You are responsible for all charges incurred under your account made by you or anyone who uses your account (including your children, family, or friends). If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. Your account may be deactivated without notice to you if payment is past due, regardless of the dollar amount.

PLEASE NOTE: If a purchase has been declined online due to issues with your payment account, ensure all data is correct and resubmit. If the transaction is not accepted online, please contact us at opappsoporte@gmail.com

Lifetime Membership Terms

WS AGENCY may offer certain services for a one-time, non-recurring fee, which memberships last during the lifetime of your college recruiting eligibility phase ("Lifetime Services"). For high school students, Lifetime Services last for the duration of your enrollment in high school, unless you contact WS AGENCY thereafter to reactivate your membership for an additional phase of recruiting eligibility after high school. You agree to pay your one-time lifetime fee in advance of receiving any such Lifetime Service. No refund will be given to any member who is unable to use his or her membership at any time. Lifetime Services memberships are valid for one (1) person only and are not transferable to any other person.

WS AGENCY reserves the right to discontinue or modify any lifetime fee payment option or the Lifetime Services at any time without notice. Your access to the WS AGENCY Lifetime Services will not be established until WS AGENCY has verified that the credit card or other payment information you provide WS AGENCY for payment is accurate and that your credit card account or other payment method is in good standing.

PLEASE NOTE: If a purchase has been declined online due to issues with your payment account, ensure all data is correct and resubmit. If the transaction is not accepted online, please contact us at opappsporte@gmail.com

Success Fee

Every service has an additional fee that will be charged automatically, called "Success fee" which is based on the percentage of scholarship WS AGENCY gets for the student-athlete, according to the following chart:

Scholarship percentage	Success fee payment
86-100%	\$4,000 US dollars
71-85%	\$3,500 US dollars
56-70%	\$3,000 US dollars
41-55%	\$2,500 US dollars
26-40%	\$2,000 US dollars
0-25%	\$1,000 US dollars

Payments of the success fee

- 1st payment
Date: When WS AGENCY presents scholarship offers to the users
Amount: 10% of success fee
- 2nd payment
Date: When signing scholarship letter of intent
Amount: 50% of success fee
- 3rd payment
Date: When receiving I-20 for F-1 visa
Amount: 40% of success fee

Payment Method and Terms

We accept Visa, MasterCard, American Express, and credit cards, as forms of payment. By submitting an order through WS AGENCY, you authorize the Company, or its designated payment processor, to charge the account you specify for the purchase amount. All payments are to be made in United States Dollars.

Cancellation and Refunds

Please note, unless WS AGENCY gives notice to the contrary, payment for Subscription Services are non-refundable. If you cancel your subscription before the end of the term for which you paid, your cancellation will take effect immediately and you will not be given any refund. WS AGENCY, at its discretion, may leave the Subscription Service active through the end of the prepaid billing cycle.

Termination

If your credit card is invalid for any reason, your Subscription Service will revert to a basic service account; provided, however, that WS AGENCY

reserves the right to cancel your account entirely in such case, whereupon all the information and content contained within it will be deleted permanently. WS AGENCY accepts no liability for information or content that is deleted due to an invalid credit card.

Delivery

With respect to services you purchase through the Site, you acknowledge and agree that upon making such services available to you, Company will have fully satisfied its obligation to deliver or otherwise provide such services, regardless of any failure or inability to use such services.

Product and Service Descriptions and Availability, Errors

Company and its suppliers continually upgrade and revise its products and services to provide you with new products and services. Company may revise, discontinue or modify products or services at any time without prior notice to customers, and products or services may become unavailable without notice. Company shall have no liability of any kind if a product or service that has been ordered is unavailable. If necessary, Company reserves the right to substitute items of equal or greater value when an item or service is unavailable or Company may cancel the order.

We attempt to be as accurate as possible and eliminate errors on WS AGENCY, however we do not warrant that any product, service or description, photograph, pricing or other information is accurate, complete, reliable, current, or error-free. In the event of an error, whether on the Site, in an order confirmation, in processing an order, delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. In addition, we may, in lieu of a refund as provided in this paragraph, opt to provide you with a merchandise or service credit (including without limitation issuing), at our option, WS AGENCY credits, with a value at least equal to the amount charged to your credit card. WS AGENCY reserves the right to determine and modify from time to time the exact nature of any such merchandise or service credit, including conversion into one or more different types of merchandise or service credits. Your

sole remedy in the event of such error is to cancel your order and obtain a refund or credit as set forth above.

Taxes

User will be responsible for any applicable sales or use tax, duties, or other governmental taxes or fees payable in connection with your purchase. If you do not pay such sales or other tax or fee on a transaction, you will be responsible for such taxes or fees in the event that they are later determined to be payable on such sale, and Company reserves the right to collect such taxes or other fees from you at any time.

Privacy

We care about the privacy of our Users. Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy at www.opsportsagency.com

Disclaimers

WS AGENCY ITSELF MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD ON THIS SITE.

PRODUCTS AND SERVICES ARE PROVIDED OR SOLD "AS-IS" AND WS AGENCY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WS AGENCY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF PRODUCTS OR SERVICES. WS AGENCY DOES NOT REPRESENT OR WARRANT THAT PRODUCTS, SERVICES OR ANY PART THEREOF, ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT PRODUCTS OR SERVICES THAT ARE DOWNLOADED FROM THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES.

Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by WS AGENCY.

Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL WS AGENCY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR PURCHASE OR USE OF ANY PRODUCTS OR SERVICES, EVEN IF WS AGENCY, IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WS AGENCY LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU TO WS AGENCY FOR THE PRODUCT OR SERVICE, BUT IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1,000. YOU ACKNOWLEDGE THAT IF NO AMOUNT IS PAID TO COMPANY FOR THE PRODUCT OR SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM WS AGENCY, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN 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 MAY HAVE ADDITIONAL RIGHTS.

Governing Law; Venue and Jurisdiction

You agree that the laws of Guatemala, without regard to principles of conflict of laws, will govern your use and purchase of products and services and these Terms of Sale, and any dispute of any sort that might arise between you and the Company or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below),

you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts in and for Guatemala, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenient with respect to, venue and jurisdiction in the state and federal courts in and for Guatemala.

Indemnity

You agree to indemnify and hold WS AGENCY, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your purchase or use of any product or services, or any violation of this Agreement or of any law or the rights of any third party.

Other

These Terms of Sale, including the Terms of Service, constitute the entire agreement between you and Company regarding purchases you make on WS AGENCY, superseding any prior agreements between you and Company relating to such purchases. The failure of Company to exercise or enforce any right or provision of these Terms of Sale shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Sale shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions. In the event of a conflict between these Terms of Sale and the Terms of Service, these Terms of Sale shall be controlling.

Applicable Law

The Terms of Sale shall be governed by and construed under the laws of Guatemala, without regard to conflicts of laws rules. You agree that the courts of Guatemala shall have exclusive jurisdiction over the parties for all disputes. Venue shall lie exclusively and only in the courts in Guatemala.

Dispute Resolution

The Terms of Sale are inspired by the principles of loyalty, fairness and good faith that are mutually kept and will be maintained by the parties and, consequently, any controversy or discrepancy that may arise due to the correction of the application and interpretation of its conditions. This agreement will seek to resolve based on the aforementioned principles, and with the collaboration of the parties through direct and personal negotiations between their representatives.

In the event of conflict or, any controversy between the parties, related to the execution, non-compliance, interpretation or any other aspect derived from these provisions, both during its validity, and its termination, for any reason, shall be resolved through the following mechanisms:

1. Direct negotiation and agreement

The provisions of these Terms of Sale are inspired by the purest principles of loyalty, fairness and good faith that are mutually kept and maintained by WS AGENCY and the User. Consequently, the DIRECT NEGOTIATION AND AGREEMENT, which will be given in hearings, through direct and personal negotiations between the representatives of the parties, will seek to resolve based on the aforementioned principles, and with the collaboration of these respecting the correct application and interpretation of the provisions that make up the Terms of Sale.

In the event that the controversy through a direct negotiation is not resolved within a period of 30 days, this phase will be considered as finished, and will lead to the promotion of a judicial action by either party.

2. Judicial action

Once the direct negotiation has ended without having reached an agreement, the parties have to promote actions before the courts of Guatemala City, Guatemala, or can do so before the Courts of the country in which the breach of agreement was given.