

ARKTIQS — TERMS OF USE

Effective Date: May 1, 2024 (**last updated:** August 17, 2025)

Company: Dybedy Ltd, 6 Villa Verde, Buffalo Grove, IL 60089, USA

Contact: support@arktiqs.com

By using ARKTIQS, you agree to these Terms of Use, our **Privacy Policy** [[link to Privacy Policy](#)], and our **Cookie Policy** [[link to Cookie Policy](#)]. If you do not agree, do not use the Platform.

1. Who We Are, Who the Service Is For, and Where It Is Available

1.1. **Description.** ARKTIQS (www.arktiqs.com) is an online platform for: (a) creating and maintaining sports profiles (players, coaches, scouts, agents, club managers), (b) uploading game videos, (c) ordering paid game analytics/reports with video-linked evaluations, and (d) discovery and interaction within the community.

1.2. **Territorial Scope.** We do **not** offer the Platform to users located in the **EEA, Switzerland, or the United Kingdom**. If you are located in these jurisdictions, please do not use ARKTIQS. If we learn we received such data, we will delete it within a reasonable time.

1.3. **Legal Compliance.** You agree to comply with applicable law, including U.S. export controls and sanctions programs.

2. Acceptance of Terms and Changes

2.1. Accessing or using the Platform constitutes your agreement to these Terms. If you disagree, stop using the Platform.

2.2. We may update these Terms from time to time. Material changes will be posted on the site and/or sent by email. Your continued use after changes become effective constitutes acceptance of the new version.

2.3. **Controlling Language.** For convenience, translations may be provided; in the event of any inconsistency, the **English version controls** ([\[link to EN version\]](#)).

3. Definitions (Extract)

- **“Platform”** — ARKTIQS website, mobile, and other interfaces.
- **“User”** — any person using the Platform.

- **“Player”** — a user who creates a sports profile and/or orders analytics.
- **“Professional”** — a coach, scout, agent, club manager, etc.
- **“Club/Academy”** — an organization using the Platform (including B2B uploads).
- **“Content/UGC”** — user-uploaded materials (video, photos, texts, stats, etc.).
- **“Report/Analytics”** — paid output of video analysis (metrics, ratings, clips, time-linked moments).
- **“Stripe”** — the payment service provider processing payments for paid features.

4. Eligibility and Age Restrictions

- 4.1. You must be **13+** to use the Platform. For payments/paid transactions you must be **18+** or act through a parent/legal guardian as permitted by law.
- 4.2. Child accounts are subject to additional restrictions (see the Privacy Policy: verifiable parental consent, no messaging/payments).

5. Account and Security

- 5.1. You must provide accurate information at registration and keep it up to date.
- 5.2. You are responsible for maintaining the confidentiality of your password and for all activity under your account.
- 5.3. Notify us immediately of any suspected compromise (support@arktiqs.com).
- 5.4. We may limit/suspend/terminate access for violations of the Terms, security risk, or legal requirements.
- 5.5. **Verification & Compliance.** We may request proof of identity, age, and eligibility to use the Platform (including documents) and perform checks for sanctions and other restrictions. Failure to provide information may result in limits or termination.

6. What ARKTIQS Does and Does Not Do

- 6.1. **Purpose.** The Platform provides tools for profiles and video analytics. Metrics/ratings are **informational** and do not guarantee athletic results, contracts, selections, or employment.
- 6.2. **Not a Payment Intermediary.** Payments for paid features are processed by **Stripe** (including tokenization). ARKTIQS does **not** receive, hold, or transmit user funds and is **not** a money transmitter, escrow, or merchant of record.

6.3. **Not an Agent/Advisor.** We do not provide legal, medical, financial, or other professional advice; we do not act as a sports agent or recruiter.

6.4. **No Agency Relationship.** Nothing in these Terms creates an agency, partnership, employment, franchise, or joint venture between you and ARKTIQS. Users are not authorized to bind ARKTIQS or make commitments on its behalf.

6.5. **Changes to Service.** We may modify, suspend, or discontinue any Platform feature at any time (temporarily or permanently), including without prior notice and without liability to you, except as expressly required by law. Where changes are material and adverse to users, we will use reasonable efforts to notify you.

7. Paid Services, Pricing, Taxes, Refunds, and Chargebacks

7.1. Paid features and current pricing/taxes/fees are shown at checkout. We may change prices (with notice where required).

7.2. **Payment.** Payments are processed by **Stripe**; you agree to Stripe's terms. We **do not** store full card details; our integration follows **PCI DSS SAQ A**.

7.3. **Taxes.** You are responsible for assessing and paying taxes if required by your jurisdiction.

7.4. **Refunds.** Once a report/analytics is delivered, **no refunds** are provided unless required by law or expressly stated for a promotion/purchase.

7.5. **Chargebacks & Disputes.** In a dispute we may submit evidence of service delivery to Stripe; access to paid features may be restricted during review. Abuse may result in account suspension.

7.6. **No Off-Platform Payments.** You may not offer or accept payment for paid features/analytics **outside of Stripe**. If circumvention is detected, we may (i) suspend or terminate access, (ii) recover the equivalent of fees/charges that would have applied via Stripe, and (iii) refuse further services.

8. Video Uploads and User-Generated Content (UGC)

8.1. **Uploader's Responsibility.** By uploading Content, you represent and warrant you have all necessary rights/consents/permissions (including rights to third-party images, minors' participation, music, etc.).

8.2. **License to ARKTIQS.** You grant ARKTIQS a **non-exclusive, worldwide, royalty-free, sublicensable, and transferable** license to **host, store, reproduce, adapt/edit (including clips/previews), transcode, publicly perform/display, and create derivative works** solely to **operate, provide, improve, and promote** the Platform (including showcasing profiles and case studies).

8.3. **Name/Likeness.** You grant the right to use your name, profile photo, club/team, and logos in connection with profile/result display and service promotional materials. You may object by contacting support.

8.4. **Moderation.** We may review/remove/restrict Content upon complaints, risks, or violations of law/Terms, and may terminate “repeat infringer” accounts.

8.5. **Incidental Capture.** Appearance of third parties in footage from public events, without analytics/profiles generated about them, is not, by itself, a privacy breach, subject to applicable law.

8.6. **Data Accuracy.** You are responsible for the truthfulness and timeliness of profile data, stats, and other information.

8.7. **Club/Academy Uploads.** A club/academy uploading materials represents and warrants it holds all necessary rights and consents (including from players/parents of minors) and is responsible for the lawfulness of such content.

9. Acceptable Use Policy (AUP)

You may **not**, among other things:

- (a) infringe copyrights/related rights, trademarks, rights of publicity/voice/privacy;
- (b) upload/distribute illegal content; sexualization of minors; exploitative, discriminatory, extremist, or hate content;
- (c) engage in doxxing, harassment, threats, bullying;
- (d) attempt unauthorized access, bypass security, decompile/reverse-engineer;
- (e) scrape, harvest data, or use bots/scripts without our written consent;
- (f) run load/automated tests, attack availability (DDoS), upload malware;
- (g) impersonate another person/entity;
- (h) publish third-party personal data without a lawful basis/consents;
- (i) violate sanctions/export controls (OFAC/EAR) or use the service in restricted jurisdictions;
- (j) use the Platform for spam/ads without permission;
- (k) conduct benchmarking/performance testing aimed at disparagement/competitive harm;
- (l) engage in actions that clearly conflict with the spirit/purpose of the Platform;
- (m) **circumvent or violate the Platform’s robots.txt and any technical/organizational protective measures;**
- (n) **offer lotteries, raffles, prizes, discounts, goods/services, or other incentives in exchange for payment of paid features, or induce off-platform payments, without our written consent and in violation of law.**

We may apply rate limits, filters, and other safeguards to protect the service and user data.

10. Social Logins and Third-Party Widgets

10.1. **OAuth.** When you connect accounts (**Google, Apple, Facebook/Meta, Instagram, YouTube, TikTok, X (Twitter)**), we receive exactly the scope you approve on the authorization screen. You can revoke access at any time.

10.2. **Widgets.** Share/Like buttons, embedded feeds/videos, **Discord**, etc., are operated by third parties and may set/read cookies/SDKs and collect data under their own policies. See our Privacy Policy for details.

10.3. **Off-Platform Communications.** Discussions/deals outside the Platform are at your own risk; ARKTIQS is not responsible for off-platform data exchange or payments.

11. Minors

11.1. For users **under 13**, the account must be created and managed by a **parent/legal guardian**; contact details must belong to the adult.

11.2. Child profiles may contain only sports-related performance data; direct messaging and payments are prohibited.

11.3. We implement **verifiable parental consent (VPC)**. Procedures are described in the Privacy Policy.

11.4. **Age Confirmation.** We may request reasonable proof of age/guardian status and block features pending verification.

12. ARKTIQS Intellectual Property

12.1. The Platform and its elements (code, design, visuals, databases, algorithms, documentation, trademarks) are owned by ARKTIQS/licensors and protected by law.

12.2. We grant you a **limited, revocable, non-exclusive, non-transferable** license to access and use the Platform strictly under these Terms. Any other use requires our written consent.

12.3. **Rights to Analytical Materials.** All reports, clips, visualizations, and other analysis outputs created by ARKTIQS (the “Materials”) are ARKTIQS intellectual property. We grant you a limited, non-exclusive, non-transferable license to use the Materials **solely for personal/internal** purposes. Without our written consent, you may

not resell, publicly post, syndicate, distribute, bulk-export, or create derivative works for commercial purposes, or otherwise commercially exploit the Materials.

13. Feedback and Beta Features

13.1. By providing feedback/ideas/bug reports, you agree we may freely use them to improve the Platform without compensation or restrictions.

13.2. We may test early/beta features with limited user groups; access is not guaranteed and may be discontinued at any time.

14. Third-Party Links/Services

14.1. The Platform may contain links to third-party resources, documents, and services. We do not control and are not responsible for their content, practices, or privacy policies. Use at your own risk.

14.2. ARKTIQS does not control and is not responsible for **off-platform** offers by users, including fundraising or promises of rewards.

15. Privacy

15.1. Personal data processing is governed by our **Privacy Policy** ([[link to Privacy Policy](#)]), which forms part of these Terms. In case of conflict, the Privacy Policy prevails for data matters.

15.2. Use of cookies and similar technologies is governed by our **Cookie Policy** ([[link to Cookie Policy](#)]).

16. DMCA and Repeat Infringers

16.1. **DMCA Notices** should be sent to our designated agent: [**Name/ mailing address of DMCA Agent**], e-mail: [**DMCA Agent email**]. Your notice must include: (a) a signature of the copyright owner/agent; (b) identification of the copyrighted work; (c) the exact URL/location of the allegedly infringing material; (d) contact information; (e) a good-faith statement; (f) a statement under penalty of perjury regarding accuracy and authority.

16.2. Upon proper notice, we may remove/disable access and notify the uploader. The uploader may submit a **counter-notification** under the DMCA.

16.3. **Repeat Infringer Policy.** Accounts of repeat infringers will be terminated.

17. Electronic Communications and Signatures (Email/SMS)

17.0. **E-Signatures.** You agree that consents, acceptances, and other actions made via clicks/checkboxes, and electronic messages sent/received, have the force of electronic signatures and notices under UETA and E-SIGN (where permitted by law).

17.1. You agree to receive legally significant notices from us electronically (email/in-product).

17.2. **Marketing.** With consent, you may receive marketing emails; unsubscribe via “Unsubscribe” or support@arktiqs.com (processed within 10 business days).

17.3. **SMS/MMS (if enabled).** By opting in, you agree to receive recurring automated messages; carrier rates may apply. Frequency may vary. Reply **STOP** to opt out, **HELP** for help. Consent is not a condition of purchase.

18. Disclaimer of Warranties

18.1. The Platform, content, and features are provided “**as is**” and “**as available**” without warranties of any kind, express or implied (including merchantability, fitness for a particular purpose, non-infringement, or error/uptime guarantees), to the maximum extent permitted by law.

19. Limitation of Liability

19.1. To the maximum extent permitted by law, **ARKTIQS and its affiliates, directors, employees, agents, and partners shall not be liable** for indirect, punitive, special, incidental, consequential damages; loss of profit/data/goodwill; replacement costs; or third-party failures.

19.2. **Aggregate liability** of ARKTIQS for all claims is **limited to the greater of: US\$100** or the amount you paid to ARKTIQS in the **12 months** preceding the event.

19.3. Where your state’s law restricts disclaimers/limits, the minimum permissible cap applies.

20. Indemnification

20.1. You agree to **indemnify, defend, and hold harmless** ARKTIQS (including affiliates, directors, employees, agents, providers) from claims, costs, and losses

(including **reasonable attorneys' fees, costs of investigation/prevention/settlement of chargebacks and fraud**, and expert fees) arising out of or related to: (a) your Content; (b) your use of the Platform; (c) your violation of these Terms/law/third-party rights; (d) disputes with other users.

21. Export Control and Sanctions

21.1. You confirm you are not on sanctions lists and will not use the Platform for or on behalf of sanctioned persons/countries. We may block access/transactions for compliance.

22. Dispute Resolution: AAA Arbitration and Class Action Waiver

22.1. **Mandatory Arbitration.** Any disputes/claims against ARKTIQS shall be resolved by **individual, final, and binding arbitration** under the rules of the **American Arbitration Association (AAA)**. Venue: **Chicago, Illinois (USA)**; language: English; one arbitrator unless otherwise agreed.

22.2. **Class Action Waiver.** Disputes are resolved **only on an individual basis**; the arbitrator may not consolidate claims or conduct representative/class proceedings.

22.3. **Exceptions.** (a) Individual claims in small claims court within its jurisdiction; (b) injunctive relief for IP protection.

22.4. **30-Day Opt-Out.** You may opt out of arbitration/waiver within **30 days** of first agreeing to the Terms by emailing **support@arktiqs.com** (subject: *Arbitration Opt-Out*), including your name and account email. Opt-out does not affect disputes already arisen.

22.5. **Governing Law.** These Terms are governed by the laws of the State of **Illinois**, excluding conflict-of-laws rules.

23. Termination and Effects

23.1. We may suspend or terminate access at any time for violations of the Terms/law/third-party rights, security risks, or governmental requests.

23.2. You may stop using the Platform at any time and request account deletion (see the Privacy Policy).

23.3. Sections 8–12, 15–22, 24–26 survive termination.

24. Force Majeure

24.1. We are not liable for delays/failures due to circumstances beyond our reasonable control, including without limitation: provider outages, power failures, natural disasters, epidemics/pandemics, war/sanctions, strikes, DDoS/cyberattacks, or third-party failures.

25. Miscellaneous

25.1. **Entire Agreement.** These Terms plus referenced documents (Privacy, Cookie) constitute the entire agreement and supersede prior understandings on the subject.

25.2. **Interpretation.** For data matters, the Privacy Policy prevails.

25.3. **Assignment.** You may not assign without our written consent; we may assign in connection with corporate transactions/reorganizations.

25.4. **No Waiver.** Failure to enforce a right is not a waiver.

25.5. **Severability.** If any provision is invalid, the remainder remains in force.

25.6. **Limitation Period.** Any claim against ARKTIQS must be filed within **one (1) year** after it arose, unless a longer period is required by law.

25.7. **No Third-Party Beneficiaries.** These Terms confer no rights on third parties who are not parties to the agreement.

26. Contact Us

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