

## PRIVACY POLICY – PERFORMANCE MONITORING

United States Soccer Federation, Inc. (“**USSF**”) respects your privacy and is committed to protecting player personal information. This privacy policy will inform you as to how we look after data collected via GPS-based wearable performance monitoring technology such as the StatSports APEX Athlete Monitoring devices and tell you about why and how we use the data, and the rights you have over your Personal Data.

This privacy policy only relates to Personal Data (defined below) when combined with data collected via wearable Performance Monitoring Devices (“**PM Data**”) such as the StatSports APEX Athlete Monitoring devices (the “**Devices**”) provided by USSF to one or more participating players through National Team or Development Academy participation or similar programs, which are provided in furtherance of the mission at USSF to develop world class players, coaches and referees. It is important that you read this privacy policy together with any other privacy policy USSF may provide on specific occasions when we are collecting or processing your Personal Data in combination with PM Data so that you are aware of how and why we are using Personal Data. This privacy policy supplements the other notices and is not intended to override them.

The use of GPS-based performance monitoring within elite soccer both in the U.S. and Europe is extremely common and is widely considered to be a safe and effective method of gaining valuable, objective data on player performance that can be used not only to improve individual player development but also to identify players at risk of injury and potentially help reduce the risk of future injury. GPS is not exclusive to the sport of soccer but is also currently used by elite athletes from a multitude of different sports to help support optimal performance and training. Worn in a vest and positioned on the back between the shoulder blades, the APEX Athlete Monitoring devices quantify physical performance, including physical load and movement, during training and matches for players. The high-resolution units measure physical metrics such as distance, speed, acceleration, deceleration, high-speed running, load and heart rate.

### Who we are

We are the United States Soccer Federation, Inc., 1801 S. Prairie Avenue, Chicago, Illinois 60616. We are the National Governing Body for the sport of soccer in the United States, and we are also the FIFA member association for the United States. We do not maintain offices outside of the Continental United States, nor do we provide services or products in the European Union. You can contact us by post at the above addresses, by e-mail at [dataprotection@ussoccer.org](mailto:dataprotection@ussoccer.org) or by telephone at +1 (312) 808.1300 (US) and ask for the Data Privacy Manager.

### Our policy towards children

USSF does not collect PM Data or Personal Data from children under the age of 16 unless the parent or guardian of the child has given explicit consent.

### Changes to this Performance Monitoring Privacy Policy.

You should review this Privacy Policy periodically as we may, from time to time, update this notice, for example, to reflect additional devices or changes in technology. To avoid inundating you with communications for insubstantial changes, we will expressly communicate only material changes to this privacy policy that impact a program in progress. As we update this notice, we will maintain copies of past versions, and these historic versions can be obtained by contacting us.

Where consistent with applicable law, your continued use of the Devices after we have changed this policy signifies your acceptance of the revised terms.

### What personal data do we collect?

“**Personal Data**” is information that allows us to identify you. When you wear a wearable device provided by USSF, USSF Collects the following Personal Data for each player participant:

- **Player Personal Identity Data** includes first name, last name, short name, date of birth, position and shirt number, as well as a unique Player ID assigned by USSF.
- **Player Physical Characteristic Data** includes height, weight

We also collect information that does not identify you personally, but is linked to the Device and collected by the Device (“**PM Data**”), and can be combined with Personal Data:

- **PM Data collected by the Device:** The Devices collect information on time, distance, speed, velocity, acceleration, deceleration, heartrate, stress, load, impact, and uses this information to calculate additional data points designed to inform the analysis of USSF High Performance Personnel.

Depending on the specific use, USSF may also collect additional data that is not specific to any individual player such as:

- **Club-related data:** the team ID assigned by USSF, the date the data is collected, the name of any applicable drill, and the time of the drill.
- **Drill/Match-Related Data:** This may include formations, match outcomes, competition types, temperature, surface, environmental information, session type and/or location.

We also collect and use anonymized **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from or include PM Data and in some instances birth dates, but is not considered Personal Data under applicable law because this data does **not** directly or indirectly reveal player identity. For example, we may aggregate birth years and months along with PM Data and other non-Personal Data in order to perform sports science research designed to improve our understanding of how to support player development. We may also share anonymized Aggregated Data with the manufacturer of the Devices in an effort to improve the devices, conduct research and development, establish benchmarking metrics, and similar efforts designed to improve overall player development.

If we combine or connect Aggregated Data with your Personal Data so that it can directly or indirectly identify you, we treat the combined data as Personal Data which will be used in accordance with this privacy policy.

We do not collect details about any race or ethnicity, religious or philosophical beliefs, sexual orientation or activities, political opinions, trade union membership, nor do we collect any information about criminal convictions and offences.

### Why do we collect this data?

We will use data collected in furtherance of our mission to make soccer the preeminent sport. Specifically, our High Performance Department, sports scientists and training or medical personnel will use PM Data and other data collected to further our understanding of how to develop players, work to

reduce and/or potentially prevent some injuries and advise our technical personnel (e.g., coaches). We do not share Personal Data with third parties other than USSF-affiliated clubs (e.g., Development Academy Club teams) in which you participate, licensed physicians, nurses, nutritionists, athletic trainers and physical therapists working with USSF or your club, the USSF High Performance Department.

We will also use anonymized information consistent with Aggregated Data as provided above.

### How do we collect your personal data?

We collect information from the Devices as disclosed above.

### How do we use your personal data?

We will use your Player Personal Data:

- to support analysis of individual player development and/or to allow analysis by medical or High Performance personnel to identify areas for player personal development, injury identification, prevention and/or rehabilitation monitoring or similar supportive efforts and/or advise technical personnel (e.g. coaches) regarding these areas;
- to send information to individual players or their parents regarding the above;
- to fulfil any contract that we may enter into with you;
- for research purposes as provided above as anonymized Aggregated Data, as discussed above; or
- for other reasonable purposes for which you have provided such information.

If you do not wish to receive any of the above information or participate in performance monitoring, please notify your participating team in writing along with the High Performance Data Protection Manager at the address above. In such event, please understand this may impact your ability to obtain participate in certain drills and/or High Performance studies.

### What do we do with your personal data?

We handle your data with care and respect. Because many of our systems are located in the United States, information provided to USSF will be stored in the United States, but because StatSports is located in Ireland, additional information may be transmitted and/or stored on systems located outside the United States. We will share your information with our affiliates and third-party service providers only if this is necessary or reasonably required for any of the purposes above—for example, information may be stored on StatSports systems, but such information nonetheless remains under the control of USSF pursuant to contract.

As noted above, Personal Data will also be shared with the individual club with whom you are affiliated, who may access it and/or process it on behalf of USSF for the purposes identified above. When these clubs use this data, they may be separate data controllers, and may provide you with their own privacy policy where appropriate. When you participate with your individual club, you become subject to their terms of use and privacy policies. Please note that we are not responsible for the privacy practices of individual club in which you participate. We encourage you to be aware of this and consult your local club for more information.

**We will not share your Personal Identity Information obtained through the Devices with third parties for marketing purposes.** We may, however, share your information with third parties to comply with applicable FIFA/USOC bylaw or statute or otherwise with the Device manufacturer to process customer service complaints or related feedback. We may also share your information with government, law enforcement agencies and regulatory bodies when we consider the disclosure to be legally required, or at a minimum, fair, reasonable and legal.

### International Transfer of your personal data

YOUR INFORMATION IS PROCESSED IN THE UNITED STATES, AND MAY BE STORED AND USED ELSEWHERE DEPENDING ON THE LOCATION OF AFFILIATES, BUSINESS PARTNERS, AND OTHER ENTITIES WHO ARE PERMITTED TO ACCESS SUCH INFORMATION UNDER THE TERMS OF THIS PRIVACY POLICY (AND SUCH LOCATIONS MAY INCLUDE COUNTRIES WHICH MAY NOT AFFORD THE SAME LEVEL OF PROTECTION OF SUCH DATA AS THE COUNTRY FROM WHICH YOU PROVIDED THE INFORMATION). FOR EXAMPLE, WHERE NECESSARY TO COMPLY WITH ANY RULE, REGULATION OR POLICY OF FIFA, YOUR INFORMATION MAY BE TRANSMITTED TO FIFA IN SWITZERLAND. BY PARTICIPATING IN ANY PERFORMANCE MONITORING PROGRAM PROVIDED BY USSF AND ACCESSING OR USING USSF'S PLATFORMS OR SUBMITTING PERSONAL INFORMATION TO US, YOU SPECIFICALLY AGREE TO THAT TRANSFER AND ANY RELATED PURPOSES.

### Protection of information

We are committed to protecting your privacy and we implement various security measures in relation to our processing and transfer of personal data. However, the nature of the Internet is such that the data may in some circumstances flow over networks without full security measures and could be accessible to unauthorized persons.

### How long do we keep your personal data?

If you have given consent, we will continue to use your Personal Data consistent with our retention practices or until you request otherwise. In order to ensure the accuracy of our records, we may keep your Personal Data in our database unless you ask us to erase it. Please note that to the extent you request erasure of your Personal Data, we reserve the right to retain any PM Data included in anonymized Aggregate Data sets previously collected.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

### Your rights over your personal data:

Under certain circumstances, you can ask us what Personal Data we hold about you, and you can ask us to correct it if it is inaccurate. You can also ask for it to be erased and you can ask for us to give you a copy of the Personal Data (e.g., to provide to a future club). You can also ask us to stop using your Personal Data—the simplest way to do this is to withdraw your consent by emailing, writing or telephoning us using the contact details above or at the email address: [dataprotection@ussoccer.org](mailto:dataprotection@ussoccer.org). Please keep in mind that if you make such a request, you will need to make an additional request to your individual club, as we do not control their operations, and once we have removed your Personal Data, it will not be available for transfer to subsequent clubs or to benefit your further player development. Notwithstanding the foregoing, to the extent you request erasure of your Personal Data,

we reserve the right to retain any PM Data included in anonymized Aggregate Data sets previously collected.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## CHANGE OF PURPOSE

We will only use your Personal Data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us at: [dataprotection@ussoccer.org](mailto:dataprotection@ussoccer.org)

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules or another applicable privacy policy (depending how the data is collected), where this is required or permitted by law.

## Liability Disclaimer

THE DEVICES AND THEIR CONTENT ARE PROVIDED "AS IS" AND USSF EXCLUDES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FUNCTIONS EMBODIED ON, OR IN THE MATERIALS OF, THE DEVICES ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE DEVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. USSF AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE DEVICES AT ANY TIME.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL USSF AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE DEVICES, WITH THE DELAY OR INABILITY TO USE THE DEVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE THE DEVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE DEVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE DEVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF USSF (OR ANY OF ITS SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE DEVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE DEVICES.

## Indemnification

Except as prohibited by law, you will hold USSF and its officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence or other tortious action, or arising out of or in connection with your use of the Devices, including without limitation any claim for personal injury or property damage, arising from (i) your use of and access to the Devices; or (ii) your violation of any Terms of Use applicable to the Devices. This defense and indemnification obligation will survive your use of the Devices.

## General legal terms

As part of USSF's continuing innovation, you acknowledge and agree that USSF may stop (permanently or temporarily) providing the Devices (or any features within the Devices) to you or to users generally at USSF's sole discretion, without prior notice to you. You may stop using the Devices at any time. You do not need to specifically inform USSF when you stop using the Devices.

Unless you have been specifically permitted to do so in a separate agreement with USSF, you agree that you will not reproduce, reverse engineer, duplicate, copy, sell, trade, or resell the Devices for any purpose. You agree that you are solely responsible for (and that USSF has no responsibility to you or to any third party for) any breach of your obligations under this policy and for the consequences (including any loss or damage which USSF may suffer) of any such breach.

You agree that if USSF does not exercise or enforce any legal right or remedy available to USSF under this policy (or which USSF has the benefit of under any applicable law), this will not be taken to be a formal waiver of USSF's rights and that those rights or remedies will still be available to USSF.

If any disagreement or dispute arises regarding this policy or any rights or obligations conveyed hereunder, the disagreement shall be resolved, whenever possible, by meeting and conferring. If such efforts are unsuccessful, either you or USSF (collectively "Parties" or individually "Party") shall seek a resolution via binding arbitration, to be conducted in the City of Chicago, Illinois USA and in accordance with the then-prevailing rules of the American Arbitration Association. Any award conferred shall be enforceable in any court of suitable jurisdiction in the City of Chicago, Illinois USA. The arbitration requirement does not apply to requests solely for injunctive relief.

Parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, both Parties each waive any right to a jury trial. The Parties both agree that either Party may bring suit in court to enjoin infringement or other misuse of intellectual property rights. This policy and any dispute arising hereunder shall be governed by the laws of the State of Illinois, USA, without regard to conflict of laws provisions. You and USSF agree to submit to the exclusive jurisdiction of the courts located within the city of Chicago to resolve any legal matter arising from this policy. Notwithstanding this, you agree that USSF shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these terms is invalid, then that provision will be removed without affecting the rest of the terms, which will remain in full force and effect.