

RACEPROOF

Activity Intelligence Platform

BETA PARTICIPATION AGREEMENT

Confidentiality, Terms of Service & Privacy Policy

Effective Date: _____

Version 2.1 — March 2026

1. Agreement Overview

This Beta Participation Agreement (the "Agreement") is entered into between:

Company: RaceProof, owned and operated by Holden Comeau ("RaceProof," "we," "us," or "our")

Participant: The individual accepting this Agreement ("Participant," "you," or "your")

By accessing the RaceProof beta platform at raceproof.app, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement, which includes confidentiality obligations, terms of service, and our privacy policy.

1.1 Beta Scope

The RaceProof closed beta is a data pipeline and user experience evaluation. The beta provides access to the platform's data connection, activity ingestion, cross-platform activity matching, and device management features. The beta does not provide access to all platform capabilities. Features, functionality, and the user interface may change at any time during the beta period without notice.

1.2 No Guarantee of Access

Accepting this Agreement and joining the waitlist does not entitle Participant to beta access. RaceProof has sole and absolute discretion over who receives a beta invitation, when invitations are extended, and how many participants are admitted. RaceProof may decline to extend beta access to any individual for any reason or no reason.

1.3 Electronic Acceptance

This Agreement may be accepted electronically. By checking the acceptance box on the RaceProof beta signup form and submitting your registration, you are providing your electronic signature and consent to be bound by all terms of this Agreement. This electronic acceptance constitutes a legally binding agreement under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.) and the Pennsylvania Uniform Electronic Transactions Act (73 Pa. Stat. § 2260.101 et seq.). RaceProof will maintain a record of your acceptance including timestamp, email address, IP address, and the version of this Agreement you accepted.

2. Definitions

"Beta Period" means The duration from your first access to the RaceProof platform until RaceProof terminates the beta program or your participation, whichever occurs first.

"Platform" means The RaceProof web application at raceproof.app, including all associated APIs, server functions, and backend services.

"Activity Data" means Any athletic activity records you connect, upload, or sync to the Platform from third-party services (Garmin Connect, Strava, Zwift) or direct file uploads.

"Derived Data" means Any data, scores, visualizations, analyses, or insights generated by the Platform from your Activity Data or any combination of user data.

"Confidential Information" means As defined in Section 3.2.

3. Confidentiality & Non-Disclosure

3.1 Purpose

RaceProof is sharing access to proprietary technology, methods, and data processing capabilities during the beta. This section protects the intellectual property and competitive advantages that make RaceProof possible.

3.2 What Is Confidential

Confidential Information includes, without limitation:

- The RaceProof platform, including its features, functionality, user interface, user experience design, and visual presentation
- Any data processing methods, algorithms, scoring systems, analytical approaches, or computational techniques observable through use of the Platform
- Any data outputs, scores, metrics, visualizations, or analytical results produced by the Platform
- Device identification methods, cross-platform data matching approaches, and data correlation techniques
- Business plans, product roadmaps, pricing models, partnership discussions, or strategic information disclosed during the beta
- Any feedback, bug reports, feature requests, or communications between Participant and RaceProof
- The existence of and participation in the beta program itself, unless RaceProof has publicly announced the beta

3.3 Obligations

Participant agrees to:

- Hold all Confidential Information in strict confidence and protect it with at least the same degree of care used to protect their own most sensitive confidential information, but no less than a reasonable degree of care
- Not disclose Confidential Information to any third party without prior written consent from RaceProof
- Not use Confidential Information for any purpose other than participating in the beta program as described in this Agreement
- Not reverse engineer, decompile, disassemble, or attempt to derive the source code, internal logic, algorithms, methods, or architecture of the RaceProof platform or any of its components
- Not capture, record, copy, or reproduce any element of the RaceProof platform for the purpose of sharing with non-participants or posting publicly, unless explicitly authorized in writing by RaceProof
- Not use any information obtained through the beta to develop, improve, design, or contribute to any competing product, service, or methodology
- Promptly notify RaceProof of any unauthorized disclosure or use of Confidential Information

3.4 Duration

The confidentiality obligations in this Section 3 shall survive termination of this Agreement and remain in effect for a period of five (5) years from the date of disclosure of the applicable Confidential Information. For information that constitutes a trade secret under applicable law, confidentiality obligations shall continue for as long as such information remains a trade secret.

3.5 Remedies

Participant acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm to RaceProof for which monetary damages would be inadequate. RaceProof shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law or in equity, without the necessity of proving actual damages or posting a bond.

4. Terms of Service

4.1 Beta Program

The RaceProof beta program provides early access to a product under active development. The platform, features, and functionality may change at any time without notice. The beta is provided "as-is" and "as-available" without warranty of any kind. Beta access is provided at no cost. No service level commitments are made.

4.2 Account & Access

Participation in the beta is by invitation only. Your account is personal and non-transferable. You are responsible for maintaining the security of your account credentials. You agree not to share your account access, login credentials, or invitation with any other person.

4.3 Acceptable Use

You agree not to:

- Use the Platform for any unlawful purpose or in violation of any applicable law or regulation
- Attempt to access, probe, or test the vulnerability of the Platform or any associated system or network
- Introduce any malicious code, virus, or harmful component to the Platform
- Use automated tools, scrapers, bots, or similar technology to access or interact with the Platform
- Interfere with or disrupt the integrity or performance of the Platform
- Attempt to gain unauthorized access to any portion of the Platform or any systems or networks connected to the Platform
- Upload, sync, or connect data belonging to another person without their explicit consent

4.4 Intellectual Property

All intellectual property rights in the Platform, including but not limited to software, algorithms, scoring methodologies, data processing techniques, device identification methods, visualizations, user interface designs, and documentation, are and shall remain the exclusive property of RaceProof. Nothing in this Agreement grants Participant any right, title, or interest in any RaceProof intellectual property. Participation in the beta does not create any license, implied or otherwise, to any RaceProof technology or intellectual property.

4.5 Feedback

Any feedback, suggestions, ideas, bug reports, or other communications you provide regarding the Platform ("Feedback") shall be the exclusive property of RaceProof. You hereby assign to RaceProof all right, title, and interest in any Feedback. RaceProof may use Feedback for any purpose without obligation or compensation to you.

4.6 Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RACEPROOF DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RACEPROOF MAKES NO GUARANTEES REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY DATA, SCORES, OR ANALYSES GENERATED BY THE PLATFORM.

4.7 Indemnification

Participant agrees to indemnify, defend, and hold harmless RaceProof, its owner, and its agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to Participant's use of the Platform, violation of this Agreement, or infringement of any third-party rights.

4.8 Termination

RaceProof may terminate your beta access at any time, with or without cause, with or without notice. You may terminate your participation at any time by contacting RaceProof. Upon termination, you must cease all use of the Platform and, upon request, provide written certification that you have not retained any Confidential Information in any form. Sections 3 (Confidentiality), 4.4 (IP), 4.5 (Feedback), 4.6 (Disclaimers), 4.7 (Indemnification), and 6 (General) survive termination.

4.9 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RACEPROOF SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM. IN NO EVENT SHALL RACEPROOF'S TOTAL LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100).

5. Privacy Policy

5.1 Data We Collect

When you use RaceProof, we collect:

- **Account information:** Email address and authentication credentials from third-party services you connect
- **Activity Data:** Athletic activity records synced from Garmin Connect, Strava, Zwift, or uploaded directly as FIT files. This includes power, heart rate, cadence, speed, GPS data, device information, and session metadata
- **Device Data:** Information about your cycling devices including manufacturer, model, serial numbers, firmware versions, and connectivity identifiers
- **Biometric Data:** Weight, height, age, FTP, heart rate zones, and power zones as recorded in your device settings and FIT file profiles
- **Usage Data:** How you interact with the Platform, including features used, pages visited, and actions taken

5.2 How We Use Your Data

We use your data to:

- Provide the core Platform functionality: activity ingestion, cross-source matching, and device management
- Generate Derived Data including analytical outputs and visualizations
- Improve and develop Platform features and capabilities
- Diagnose technical issues and maintain Platform stability
- Communicate with you about your beta participation

5.3 Data Storage & Security

Your data is stored across secure cloud infrastructure. Activity Data and entity records are stored in managed database services. Raw FIT files are stored with content-based deduplication. Full-resolution timeseries data is stored in dedicated analytical databases. All data is transmitted over encrypted connections. We implement reasonable administrative, technical, and physical safeguards to protect your data.

5.4 Data Sharing

We do not sell your personal data. We do not share your Activity Data or Biometric Data with third parties except as necessary to provide Platform functionality (e.g., OAuth token exchange with Garmin Connect or Strava for data sync). Aggregated, anonymized data may be used for research and product development.

5.5 Third-Party Services

When you connect Garmin Connect, Strava, or other third-party services, you authorize RaceProof to access your activity data from those services via their APIs. Your use of those services remains governed by their respective terms and privacy policies. RaceProof stores OAuth tokens securely and accesses only the data necessary for Platform functionality.

5.6 Data Retention

We retain your data for the duration of your beta participation and for a reasonable period thereafter. Upon termination of the beta or your participation, you may request deletion of your Activity Data and personal information by contacting RaceProof. Certain data may be retained as required by law or for legitimate business purposes (e.g., maintaining records of agreement acceptance).

5.7 Your Rights

You may request access to, correction of, or deletion of your personal data by contacting RaceProof at the email address below. You may disconnect third-party data sources at any time through the Platform. You may terminate your participation and request data deletion as described in Section 4.8.

5.8 Children's Privacy

The Platform is not intended for use by individuals under the age of 18. We do not knowingly collect personal information from children. If we become aware that we have collected data from a child under 18, we will take steps to delete such information promptly.

6. General Provisions

6.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in the Commonwealth of Pennsylvania.

6.2 Entire Agreement

This Agreement constitutes the entire agreement between Participant and RaceProof regarding the beta program and supersedes all prior agreements, understandings, and communications, whether oral or written.

6.3 Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

6.4 Amendments

RaceProof may modify this Agreement at any time. Material changes will be communicated to Participant at least fourteen (14) days before taking effect. Continued use of the Platform after changes take effect constitutes acceptance of the modified Agreement.

6.5 Waiver

The failure of RaceProof to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

6.6 Assignment

Participant may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of RaceProof. RaceProof may assign this Agreement without restriction.

Contact

For questions about this Agreement, your data, or the beta program:

RaceProof

Holden Comeau, Founder

Email: holden@raceproof.app

Acceptance

By checking "I have read and agree to the Beta Participation Agreement" on the RaceProof beta signup form and submitting your registration, you acknowledge that you have read this Agreement in its entirety, understand its terms, and agree to be legally bound by all provisions herein.