

Oval15.com - Terms and Conditions (Clubs)

Effective: 1 August 2024

The following Terms and Conditions (the "**Agreement**") govern your use of the website available at the URL of "Oval15.com" (the "**Platform**"), mobile applications, and other online and mobile services that link to or post this Agreement (collectively, the "**Services**") that are operated by Oval15 (collectively, "**Oval15**," "**we**," "**our**," "**us**").

Please read this Agreement carefully. It is a legal document that explains your rights and obligations related to your use of the Platform, including any Services you access. By using the Platform, or by otherwise indicating your acceptance of this Agreement, you are agreeing to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, you may not use the Platform. Your acceptance of the Agreement provides you with a limited and temporary license and permission to access and use the Services, which license and permission we may revoke at any time, as described below.

1. Services

We provide a Platform that connects clubs ("**you**", or the "**club**", each one of you or us a "**Party**", and collectively, the "**Parties**") with potential players and/or coaches seeking new opportunities to further their careers. The Services are formulated on the basis of the following:

- ⇒ Expertise: Oval15 has extensive experience in rugby player and coach recruitment.
- ⇒ Global Network: We have direct connections with over 500 clubs worldwide.
- ⇒ For All Levels: We cater to players and coaches of all genders, experience levels (from semi-professional to veteran), and ages (from 18+). However, the Services are only capable of being provided by us to players, should they be of the age of majority.
- ⇒ International Focus: We work with established rugby nations (UK, France, etc.) and emerging markets (Russia, Georgia, etc.).
- ⇒ Professional Service: We provide efficient and professional service to all parties involved.
- ⇒ Best Match Guarantee: We strive to find the best possible placement for each player and coach based on their abilities and also your club needs.
- ⇒ Understanding the Game: We assess global rugby standards to ensure a perfect fit.
- ⇒ Player Qualities: We target committed, disciplined, honest, and reliable players who excel both on and off the field.

⇒ Visa and Adaptation Support: We ensure players meet visa requirements and can adapt to new environments.

2. Access to the Platform

Access to the Platform is available to users located anywhere in the world, subject to their use being in conformity with the terms of this Agreement.

3. Registration on Platform

Registration is required for the use of the Platform and registration may be required for use of certain other Services. We will not grant any user access to the Platform unless he/she has completed the necessary registration and paid the fees, if any, associated with access to the Platform.

To register as a club, you must provide accurate information about your club's activities, including: name, country, league/federation affiliations, playing level, designated club representative and other relevant information we may request. Our Privacy Policy explains how such information may be used by us and can be found on our website.

You are responsible for maintaining the accuracy and completeness of your profile information.

We reserve the right to suspend or terminate your account if you provide false or misleading information which has been requested by us.

Your username/email address and password will be your identity for purposes of accessing the Platform.

4. Subscription on Platform

The Services offered and the payment options offered for any Services may change at any time and at our sole discretion.

In order to subscribe for usage of the Services, you may be required to provide complete and accurate personal information for your club representative, including, without limitation, name, address, telephone number, email address, designation, credit card information and billing address. Your ability to subscribe to the Services is subject to limits established by your credit card issuer. You must notify us immediately of any change in your credit card information, including any change to your home address. By signing up for a subscription and utilizing a credit or debit card or any other payment method for purchase of any of the Services, you authorize us to charge such card on a periodic basis as specified in the amount and with the frequency described in the applicable Services purchase path(s).

5. Club Obligations

The club acknowledges by signing up to the Platform, they will be liable to pay a placement fee/commission on any player that is on the Platform or that is represented by Oval15 that signs a contract/agreement with you. The club agrees that where you attempt to engage or otherwise solicit the services of a player registered on the Platform, you must let Oval15 negotiate the deal.

The club acknowledges that any employee of Oval15 does not act in the capacity of an accredited agent of a relevant rugby governing body, but merely as a recruitment specialist who provides or otherwise enables the effective fulfilment of the Services.

Through registration, you expressly authorize Oval15 to, either directly or through third parties, use the footage or information provided by you for purposes of marketing on any websites or social media platforms. Approaches and offers received from us by players as a result of the exploitation of such footage, shall fall within the ambit of this Agreement.

Furthermore, the club agrees to pay the placement fee/commission to Oval15, resulting from when a player signs a contract/agreement with the club, or when a club signs a placement fee agreement with Oval15. Such placement fee/commission must be paid by the club to Oval15 within 7 (seven) calendar days of the player signing the contract/agreement with the club, or when the club signs the placement fee agreement with Oval15.

The club agrees that they have the financial resources to fully support any Oval15 player/s. Furthermore, the club agrees that any package or offer made to an Oval15 player will be upheld (ensuring Oval15 players are supported when they arrive at the club).

The club agrees to pay a placement fee/commission to Oval15, resulting from an Oval15 player being placed at the club, within 7 (seven) calendar days of the player being placed at the club/contract being signed. Should the player not arrive at the club due to player circumstances, then Oval15 shall refund the placement fee/commission paid after 7 (seven) business days.

Once the Oval15 player arrives at the club, any disputes between the club and player should be dealt with between the two parties in terms of their respective employment contract.

Should a club terminate a player's contract after they have paid the placement fee/commission owing to Oval15, then Oval15 shall not refund the fee.

6. Club Fees

Platform Fee

You have the option of either paying for the Services on an annual or monthly basis, subject to clause 4 above. If you cancel your subscription and re-register on the Platform in future, then you must start paying again.

We reserve the right to modify the price and payment offerings of the Services in our discretion at any time. You can find the current prices and fees for the applicable Services (the "**Fees**") posted on the website's 'About Us' informational page. You agree to pay all Fees, and any other fees (including any applicable taxes) incurred in connection with your access to any Services, at the rates in effect when the charges were incurred. We may change the Fees, or add new Fees, upon prior notice to you either by e-mail or publishing the changes on the webpages or mobile pages where the Services are located. You acknowledge and agree that you are responsible for reviewing the Services' schedule of Fees from time to time for changes in advance of signing up for the Platform, and you further agree that changes shall be effective when posted on the informational page(s) for the Services. However, for customers that are already subscribed to an automatically renewing Services, advance notice of any change in the Fees associated with those Services will be provided by email in advance of any such change going into effect.

For Services billed by us on an annual basis, the term of your subscription begins when you purchase the Services, and unless you cancel your subscription as described below, will automatically renew prior to the start date specified in your renewal reminder notice, at the then-current full Fees (plus any applicable taxes) for the applicable Services.

For Services billed by us on a monthly basis, the term of your subscription begins when you purchase the applicable Services, and unless you cancel as described below, your subscription will automatically renew each month and you will be charged the then-current applicable Fees (plus any applicable taxes) each month.

Should you fail to make the Platform Fee timeously, we reserve the right, in our sole discretion, to suspend your account and blacklist your usage of the Platform. This will result in you being unable to access the Services. Should you wish to have your account reactivated, you will have to pay the outstanding balance plus any interest (should such be levied by us at a rate 7.5% (seven and a half percent) compounded monthly) owing, as well as the relevant Reactivation Fee.

Placement Fee/Commission

The club agrees to pay the placement fee/commission to Oval15, which will be due when a player, registered on the Platform, signs a contract/agreement with the club or when a club enters into a placement fee agreement with Oval15.

The amount of the placement fee/commission will be communicated by us to the club and be dependent upon the contractual value of the agreement between a player and you, where no placement fee agreement has been entered between you and Oval15.

Such placement fee/commission must be paid by the club to Oval15 within 7 (seven) calendar days of the player signing the contract/agreement with the club, or when the club signs the placement fee agreement with Oval15.

False Information

The club accepts that all information on their Platform profile is of true and accurate nature. Any false or misleading information will result in the club's profile being suspended and/or banned permanently. The clubs will also be liable to a termination fee of R1000 (one thousand Rand), paid within 7 calendar days after the offence is made.

Reactivation Fee

If the club's access to the Platform is terminated for whatever reason, to enable the recovery or continued usage of that associated profile, club shall be obliged to pay a reactivation fee in the amount of R500 (five hundred Rand) for South African clubs or \$30 (thirty United States Dollars) for clubs from other countries. We reserve the right to amend these amounts at anytime and without prior notice to you.

7. Refunds

Ultimately, our decision to grant or deny refunds will be based on purchase type and the circumstances for the refund request. If we are unable to post a refund to your credit card, including because your credit card account is closed or otherwise unavailable when we attempt to post the refund, or if we allege that you have violated any terms governing your use of the applicable Services, you agree that you will forfeit the amount due to you (if any) under this paragraph. Please note that we may not be able to post refunds for subscriptions that are paid for through the use of "single use" credit card numbers or similar "disposable" payment methods. We recommend that you do not use these payment methods to pay for your subscription to the Platform; if you choose to use them despite our recommendation, you do so at the risk that we may not be able to provide you with a refund under this paragraph.

- ⇒ You may be granted a refund based on the following circumstances:
- ⇒ You made duplicate purchases using multiple registration/login credentials, or
- ⇒ You are experiencing serious and ongoing technical difficulties.

8. **Amendments of Agreement**

Oval15 may issue an amended Agreement, or Privacy Policy at any time in its discretion by posting the amended Agreement, or Privacy Policy on our website or by providing you with digital access to amended versions of any of these documents when you next access the Platform. If any amendment to this Agreement, or Privacy Policy is not acceptable to you, you may terminate this Agreement and must stop using the Platform. Your continued use of the Platform will demonstrate your acceptance of the amended Agreement as well as your acknowledgement that you have read the amended Privacy Policy.

9. **No Assignment**

You may not, without the prior written consent of Oval15, assign, transfer, charge, or sub-contract all or any of your rights or obligations under this Agreement, and any attempt without that consent will be null and void. If restrictions on transfer of the Services in this Agreement are not enforceable under the law of your country, then this Agreement will be binding on any recipient of the Services. Oval15 may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement.

10. **Breach and Dispute Resolution**

In the event of breach of any material and/or substantive term of this Agreement, whether expressly defined as material and/or substantive or not, the affected Party shall deliver a notice to the other containing specific details of the alleged breach and requesting remedy of that breach within seven (7) calendar days after delivery of the notice.

Save as expressly otherwise provided in this Agreement, any dispute arising out of or in connection with this Agreement, including any dispute as to its existence, validity, enforceability or termination, shall be finally resolved in accordance with the applicable rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), provided that the rules for expedited arbitrations shall not apply unless the Parties to the dispute agree otherwise in writing. The dispute shall be resolved by an arbitrator appointed by AFSA.

You agree to accept the decision of the arbitrator as final and binding.

The seat of arbitration shall be Johannesburg, South Africa, with provision made for electronic hearings where possible. The language to be used in the arbitral proceedings shall be English.

The arbitration shall be held in private and, without derogating from the confidentiality provisions contained in this Agreement, the confidentiality provisions of the International Arbitration Act 15 of 2017 shall apply as if the arbitration were an international arbitration, as contemplated in the Act.

Notwithstanding anything to the contrary with respect to the arbitration process set out above, any party to the dispute shall be entitled to obtain interim relief on an urgent basis from any competent court having jurisdiction.

11. Termination

We reserve the right, in our sole discretion, to terminate this Agreement, any licenses herein or your access to all or part of the Services, with or without notice and with or without cause, at any time. Termination of your access to the Services means the revocation of the limited and temporary license and permission to use the Platform and other resources of the Services we may be granting to you under this Agreement. The provisions of this Agreement will survive the termination of your access to the Services and of this Agreement. In addition, because the license you grant to us in relation to your footage is perpetual, termination of this Agreement does not terminate our license to use such footage as described elsewhere in this Agreement.

12. Disclaimers and Limitation of Liability

Nothing in this Agreement will prejudice the statutory rights that you may have as a consumer of the Services. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated in this section, so the below terms may not fully apply to you. Instead, in such jurisdictions, the exclusions and limitations below shall apply only to the extent permitted by the laws of such jurisdictions.

The Services is provided on an “as is” and “as available” basis, “with all faults” and without warranty of any kind. Oval15, its licensors, and its and their affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Services, including without limitation all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not Oval15 knows or has reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of negligence, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing.

Without limiting the generality of the foregoing, Oval15, its licensors, and its and their affiliates make no warranty that: (1) the Services will operate properly, (2) that the Services will meet your requirements, (3) that the operation of the Software or Services will be uninterrupted, bug free, or error free in any or all circumstances, (4) that any defects in the Services can or will be corrected, or (5) that registration on the Platform will result in your employment with a club or the successful obtainment of a Visa. Oval15, its licensors, and its and their affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Services. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither Oval15, nor its licensors, nor its or their affiliates, nor any of Oval15's service providers (collectively, the "**Oval15 Parties**"), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with this Agreement or the Services, or the delay or inability to use or lack of functionality of the Services, even in the event of an Oval15 Party's fault, delict (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if an Oval15 Party has been advised of the possibility of such damages. Further, to the maximum extent permitted by applicable law, the aggregate liability of the Oval15 Parties arising out of or in connection with this Agreement or the Services will not exceed the total amounts you have paid (if any) to Oval15 for the Services during the twelve (12) months immediately preceding the events giving rise to such liability. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

13. **Indemnification**

This section only applies to the extent permitted by applicable law. If you are prohibited by law from entering into the indemnification obligation below, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation below.

You agree to indemnify, pay the defense costs of, and hold Oval15, its licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement or negligence by you, (b) any act or omission by you in using the Services, or (c) any claim of infringement or violation of any third-party intellectual property rights arising from Oval15's use of your footage. You agree to reimburse Oval15 on demand for any defense costs incurred by

Oval15 and any payments made or loss suffered by Oval15, whether in a court judgment, arbitration or settlement, based on any matter covered by this clause.

14. **Governing Law and Jurisdiction**

This Agreement shall in all respects (including its existence, validity, interpretation, implementation and enforcement) be governed by the law of the Republic of South Africa which is applicable to all agreements executed and wholly performed within the Republic of South Africa.

15. **General**

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Oval15 relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

To the extent permissible by law, no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

The Parties undertake at all times to do all such things, perform all such reasonable actions and take all such reasonable steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of either Party shall be bound by this Agreement.

No part of this Agreement shall constitute, is intended to be, or shall be construed in a manner of, a stipulatio alteri in favour of any person who is not a Party unless the provision in question

expressly provides that it does constitute a stipulatio alteri. Accordingly, nothing in this Agreement is intended to or does confer any rights or interests on any person other than the Parties hereto and their successors in title. No party which is not a Party to this Agreement shall have any right to enforce any of its terms.

Any provision of this Agreement, which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of this Agreement, without invalidating the remaining provision of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. In such case the parties are obliged, and undertake, to work together to draft provisions which can replace the ineffective provision with one that is legal, valid and enforceable and has an economic effect as similar as possible to that of the ineffective provision.

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent of the same or any other provisions.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are held by a court or tribunal of competent jurisdiction to be unenforceable, those provisions shall be enforced only to the furthest extent possible under applicable law and the remaining terms of this Agreement will remain in full force and effect.

Oval15's obligations are subject to existing laws and legal process, and Oval15 may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.