Oval15.com - Terms and Conditions (Players)

Effective: 1 November 2026

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

Oval15 operates the Platform as a global rugby recruitment platform, designed to connect rugby players and coaches (collectively, "**Users**" or the “**player**” each one of them or us a “**Party**”, and collectively, the “**Parties**”)) with rugby clubs and other relevant stakeholders seeking to identify, recruit and engage rugby talent internationally.

The Platform provides Users with an opportunity to showcase their skills, experience and professional profiles, explore potential recruitment opportunities, and increase their visibility to clubs and other stakeholders within the global rugby community through the Services.

The Services comprise the following key elements:

- ⇒ Global Network: Through its established international network of rugby clubs and industry relationships, Oval15 seeks to facilitate connections and recruitment opportunities across various rugby markets.
- ⇒ Accessibility: The Platform caters to rugby players and coaches of all genders, experience levels and backgrounds, provided that Users meet the eligibility requirements set out under clause 3 (Registration on the Platform), including being at least 18 (eighteen) years of age.

⇒ International Opportunities: The Platform seeks to promote recruitment opportunities across both established and emerging rugby markets, facilitating greater international exposure and access to prospective clubs.

⇒ Talent Discovery and Matching: The Platform enables Users to present their sporting credentials and relevant information to prospective clubs, with the objective of facilitating recruitment opportunities aligned with their respective abilities, experience and the requirements of those clubs.

⇒ Industry Knowledge: Oval15 leverages its understanding of the professional and semi-professional rugby landscape, including differing playing standards and recruitment requirements, to support meaningful connections between Users and prospective clubs.

⇒ Professional Development and Mobility: The Platform seeks to create opportunities for Users to advance their rugby careers by increasing their exposure to potential recruitment opportunities, including those outside their country of residence.

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 player, you must be at least **18** years old, or at the relevant age of majority within your respective jurisdiction, and provide accurate information about your biographical details, rugby experience and qualifications. However, we will accept expressions of interest from players aged 17. Should you be interested, please email admin@oval15.com. Our Privacy Policy explains how such information may be used by us and can be found on our website.

Restriction on Similar Platforms

As a condition of registration and continued access to the Platform, Users may not maintain an active profile on any other third-party platform offering substantially similar rugby recruitment, talent identification or player-matching services (a "**Competing Platform**"), unless otherwise expressly authorised by Oval15 in writing.

By registering on the Platform, you confirm that you do not maintain an active profile on any Competing Platform and undertake not to establish or maintain such a profile for as long as you remain registered on the Platform. Where you have an existing profile on a Competing Platform, you must deactivate or remove that profile before registering with Oval15.

For the avoidance of doubt, this restriction does not prohibit players from engaging or retaining the services of an agent, legal adviser or other professional representative, provided that such engagement does not involve maintaining an active player recruitment profile on a Competing Platform.

Oval15 reserves the right to refuse registration, or suspend or terminate your access to the Platform, where you fail to comply with this requirement.

Profile Information and Account Security

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. The Platform is offered on a subscription basis with recurring payments. By purchasing a Platform subscription ("**Subscription**"), you agree to the following terms contained under this clause.

General Terms

In order to subscribe for usage of the Services, you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, email address, 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 Subscription purchase path(s). To purchase a Subscription, you must be an adult (the legal age of majority) in your country of residence. To pay for the Subscription, you will be

asked to provide account information and payment method information at the time you sign up. By providing us with a payment method, you represent that (i) you are an adult who is authorized to use the payment method you provided and (ii) any payment information you provide is true and accurate.

Subscription Fees and Price Changes

You can find the current prices and fees for the applicable Subscription (the "**Fees**") posted on the informational page for such Subscription. You agree to pay all Fees and any other fees (including any applicable taxes) incurred in connection with your access to a Subscription, at the rates in effect when the charges were incurred.

We reserve the right to modify the price of a Subscription in our discretion at any time. We may change the Fees, or add new Fees, upon prior notice to you either by email or publishing the changes on the webpages or mobile pages or in the digital application where the Subscription is located. For Users who are not currently subscribed to an automatically renewing Subscription, updated Fees will apply as stated on the applicable Subscription informational or purchase page. For Users who are currently subscribed to an automatically renewing Subscription, we will provide advance notice of any change to the applicable Fees before the change takes effect. Unless otherwise stated in the notice, the revised Fees will apply beginning with the next renewal occurring after the effective date of the change.

Billing and Automatic Renewals

When you subscribe to a Subscription, you authorize us to charge the subscription fee to your payment method on file, along with any other taxes or transaction fees which may apply to your use of the Subscription. Your payment method on file will automatically be charged at the start of your subscription.

Your subscription to the applicable Subscription automatically renews until cancelled. After the initial subscription billing period, you will be charged on an ongoing basis on the day immediately following the end of each subscription billing period, unless you cancel your subscription as described below.

You can update your payment method through the " Subscriptions" tab. We may also update your payment method information using information provided by payment service providers. Following any update, you authorize us to continue to charge the applicable payment method(s).

For Subscriptions billed by us on an annual basis, the term of your subscription begins when you purchase the applicable Subscription (the "**Start Date**") and, unless you cancel your

subscription as described below, will continue for one (1) year and automatically renew each year on the anniversary of your Start Date, as specified in your renewal reminder notice, at the then-current full Fees (plus any applicable taxes) for the applicable Subscription.

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

If a payment for a Subscription fails for any reason, you authorize us to charge any other payment method associated with your account. We may continue to attempt to process the applicable payment method(s) associated with your account. These attempts may occur on multiple occasions. Following a failed payment, we will notify you and allow you to update your payment information and resolve the payment issue while maintaining limited or full access to the Subscription, as determined in our sole discretion. In addition, if a payment fails for any reason, we may suspend and/or terminate your Subscription, as determined in our sole discretion. Such suspension and/or termination may occur automatically. If we elect to suspend your Subscription, we may continue attempting to process any payment method associated with your account during the suspension period.

Free Trials

You may be able to access a Subscription for a specified and limited period of time for free, at a discounted rate, or as part of a promotional offer (collectively, the "**Promotion**"). Subscriptions will be subject to all applicable Fees (plus applicable taxes) immediately following completion of the Promotion unless you cancel your subscription in accordance with the applicable instructions below. Promotions may or may not be offered, may be available only on certain platforms, may be available only for certain Subscriptions may be available only for certain eligible Users.

Cancellation

You must cancel your Subscription before the next billing date to stop being charged the Fees. If you cancel ahead of the next billing date, your Subscription will not renew, and you will not be charged another Fee. If you wish to cancel your subscription, visit the "Subscriptions" tab when logged into your profile.

If you cancel your subscription, the cancellation will go into effect at the end of your current subscription period and stop the recurring subscription Fees, but does not refund the transaction for the current billing period. Subscription Fees are fully earned upon payment.

You will have continued access to the Subscription for the remainder of your paid subscription period. You must cancel your subscription before it auto-renews to avoid paying the subscription Fees and charges for the next subscription period.

5. **Recruitment Services and Representation**

By registering on the Platform, the player authorises Oval15, its employees and, where reasonably necessary, its contracted third parties to promote the player's profile and facilitate potential recruitment opportunities with rugby clubs, scouts and other relevant stakeholders. This may include circulating player profiles, sharing relevant sporting information and footage, identifying prospective opportunities, communicating with interested clubs and facilitating introductions between players and prospective clubs (the "**Recruitment Services**").

For the avoidance of doubt, registration on the Platform and use of the Recruitment Services shall not, in itself, constitute the appointment of Oval15 as the player's agent or authorised representative, nor shall it establish any agency, exclusive representation or similar relationship between the Parties. In providing the Recruitment Services, Oval15 acts as a recruitment facilitator and intermediary and shall not, solely by virtue of the player's registration, have any authority to negotiate, accept or conclude any agreement or otherwise create binding obligations on behalf of the player.

Notwithstanding the foregoing, where any aspect of the Recruitment Services constitutes an activity reserved for accredited agents under the Applicable Rugby Regulations, such activity shall only be undertaken by an appropriately accredited person and following the conclusion of any required written mandate or representation agreement. Nothing in this Agreement shall be interpreted as authorising Oval15 or any person acting on its behalf to undertake regulated agency activities in the absence of the requisite accreditation and contractual authority.

Use of Player Profiles and Footage

By registering on the Platform, the player authorises Oval15, directly or through its contracted third parties, to use, reproduce, distribute and display the player's profile information, sporting credentials and footage provided by the player for purposes of promoting the player, facilitating recruitment opportunities and marketing the Platform, including through Oval15's website, social media platforms and communications with prospective clubs and scouts. Such use shall remain subject to applicable law, the rights attaching to the relevant materials and Oval15's Privacy Policy.

Any approaches, enquiries or offers received as a result of the circulation or promotion of the player's profile or footage shall fall within the scope of the Recruitment Services and shall not,

in themselves, give rise to a representation relationship, exclusivity obligation or entitlement to commission.

No Guarantee of Recruitment

While Oval15 endeavours to facilitate meaningful recruitment opportunities through the Platform, the player acknowledges that registration, use of the Recruitment Services or the circulation of their profile does not guarantee that they will be contacted by a club, receive an offer, secure a placement or conclude a playing contract. Any recruitment opportunity or engagement remains subject to the requirements, discretion and selection processes of the relevant club or prospective engager.

Nothing in this Agreement shall oblige Oval15 to secure a particular recruitment outcome or to provide representation services.

Regulatory Compliance and Oversight

The Parties acknowledge that the sport of rugby union is governed by World Rugby and its member unions, including the South African Rugby Union ("**SARU**"), and that certain activities contemplated under this Agreement may become subject to their respective regulations, rules, policies and regulatory oversight (collectively, the "**Applicable Rugby Regulations**").

Oval15 reserves the right to restrict, suspend or decline to provide any Services where reasonably necessary to ensure compliance with the Applicable Rugby Regulations or any applicable regulatory directive or decision. Nothing in this Agreement shall be construed as conferring upon Oval15 any accreditation, recognition or endorsement by World Rugby, SARU or any other rugby governing body, or as authorising the provision of any regulated activity without the requisite accreditation or approval.

6. **Player Obligations**

Through acceptance of this Agreement, the player undertakes to:

- ⇒ respond promptly to telephone calls and any requests to attend, where reasonably practicable, online video meeting by way of Zoom, Microsoft Teams, GoogleMeet, or other similar video conferencing platform;
- ⇒ respond promptly to all SMSs, WhatsApp messages and any other forms of communication directed for player's attention that require feedback to Oval15;
- ⇒ sign the number of orders and/or authorizations and/or several documents that Oval15 may require in order to comply with the Services derived from the nature and purpose of this Agreement;

- ⇒ always avoid making public any controversy with Oval15, as well as differences or disparities of criteria, explicitly undertaking to maintain any situation that may arise with Oval15 internal and on a strictly confidential basis;
- ⇒ pay any associated Fees related to the use of the Platform; and
- ⇒ handle all information and discussions pursuant to the Agreement in the strictest of confidentiality and the player agrees not to disclose any confidential information to any person whomsoever, other than with each other in terms of this Agreement, immediate family of the player (who also agree to keep such confidential information strictly confidential) and/or the players' legal representative. For the avoidance of doubt the terms of this Agreement are considered confidential information.

7. **Player 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 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 email 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 Subscription, 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 above, 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 above, 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 pay the Fees 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) calculated daily and compounded monthly) owing, as well as the relevant Reactivation Fee.

Decline of Offer

The player agrees that should he/she accept an offer from a club, which has been presented to the player by Oval15 – verbally, on WhatsApp or any alternative method of communication – the player will be liable for a R 5,000.00 (Five Thousand Rand) termination fee should he/she decline the offer that has already been accepted, thereafter.

False Information

The player accepts that all information on their Platform profile is of true and accurate nature. Any false or misleading information will result in the players' profile being suspended and/or banned permanently. The player will also be liable to a termination fee of R 1,000.00 (One Thousand Rand), paid within 7 (seven) calendar days after the offence is made. False/misleading information from player during negotiation process will also lead to you being liable to pay a fee equivalent of decline of offer fee highlighted above.

Non-Establishment of Mandate

The player acknowledges that registration on the Platform does not establish an exclusive representation relationship with Oval15 and shall not, in itself, restrict the player from engaging the services of a third-party agent or representative, or from independently negotiating or concluding an agreement with any rugby club or other prospective employer.

Accordingly, no commission, termination fee or other compensation shall become payable to Oval15 solely as a consequence of the player concluding an agreement with a third party, whether independently or through another agent or representative, and where such opportunity arose due to the Recruitment Services.

Notwithstanding the foregoing, the player shall remain liable for the Fees.

Any amounts lawfully due and payable under this Agreement shall be settled within 7 (seven) calendar days of receipt of a valid invoice, unless otherwise agreed in writing. Should payment

remain outstanding following written demand, Oval15 reserves the right to charge interest on the overdue amount at a rate of 7.5% (seven and a half percent) calculated daily and compounded monthly, subject to applicable law, and to recover reasonable and legally permissible costs incurred in pursuing the outstanding amount.

Reactivation Fee

If player's access to the Platform is terminated for whatever reason, to enable the recovery or continued usage of that associated profile, player shall be obliged to pay a reactivation fee in the amount of R 500.00 (Five Hundred Rand and Zero Cents) for South African players or $ 30.00 (Thirty United States Dollars and Zero Cents) for players from other countries. The enforcement of a reactivation fee remains solely in our discretion. We reserve the right to amend these amounts at any time and without prior notice to you.

8. 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.

9. 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

The Services are operated out of the Republic of South Africa. We do not represent that content or materials presented on the Services are appropriate (or, in some cases, will be available) for use in other locations. If you access the Services from a jurisdiction other than the Republic of South Africa, you agree that you do so on your own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable to your use of the Services.

16. **General**

Interpretation

Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other regulation as at the effective date, and as amended or substituted from time to time.

he use of the word “including”, “includes”, or “include”, or any such similar expression, shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples.

Where numbers are expressed in words and digits, the number expressed in words shall take precedence;

Terms, words, expressions, and/or phrases used to describe processes and procedures specific to the rugby industry shall, unless otherwise specifically defined, be interpreted in accordance with the normal understanding of those terms, words and phrases commonly associated with the rugby industry.

Where any terms, words, expressions and/or phrases are defined within the context of a particular clause then such terms, words, expressions and/or phrases shall be interpreted in the context of that clause notwithstanding that they might have been otherwise defined.

If any provision in a definition is a substantive provision conferring a right or imposing an obligation on either Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement.

The expiry, termination or cancellation of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after any such expiry, termination or cancellation or which of necessity must continue to have effect after such expiry, termination or cancellation, notwithstanding that such provisions do not expressly provide for this.

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

Where any clause and/or potential breach of any clause of this Agreement is described as "material" then that shall not preclude other clauses and/or potential breaches not so described from being so classified.

Miscellaneous

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.

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.