



TERMS AND CONDITIONS - ACCESSING AND/OR USING THE AI SPORT AFRICA WEBSITE

Effective: 1 December 2024

The following Terms and Conditions (the “**Terms and Conditions**” or the “**Agreement**”) govern your use of and access of the website available at the URL of “<https://aisport.africa/>” (the “**Website**”), mobile applications, and other online and mobile services that link to or post this Agreement that are operated by AI Sport Africa (collectively, “**AI Sport Africa**”, “**we**”, “**our**”, or “**us**”).

You acknowledge that in terms of Electronic Communications and Transactions Act of 2002 (as amended) and the common law, these Terms and Conditions will be valid, binding, and enforceable against anyone that makes use of or accesses the Website.

Please read this Agreement carefully. It is a legal document that explains your rights and obligations related to your use of the Website. By using the Website, or by otherwise indicating your acceptance of this Agreement, you are agreeing that you have read, understood and agree to be bound by the Terms and Conditions which are posted on the Website at the time of such access and as amended from time to time, in their entirety. If you do not or cannot agree to the terms of this Agreement, you may not use the Website. Failing which, your continued use will automatically bind you to these Terms and Conditions. We also recommend that you print these Terms and Conditions and keep a copy of same in your possession for future reference or personal use.

Introduction

1. AI Sport Africa (Pty) Limited (“**AI Sport Africa**”), is a private limited liability company with registration number 2020/535585/07. AI Sport Africa operates subject to laws of the Republic of South Africa. We are located at Unit 3 Eden Gardens, 16 Wessel Road, Rivonia, Johannesburg, 2128, Republic of South Africa.
1. Additional terms and conditions may apply to particular information, content, services, applications or any other aspect of the Website or to products and/or services provided by us (“**Additional Terms**”).

1. No provision in these Terms and Conditions is to be interpreted or construed as excluding or waiving any rights which you may have in terms of the ECT Act, the CPA or any other applicable laws.

Definitions and interpretation

1. In these Terms and Conditions, the following terms will have the following meanings:

"Affiliate" in relation to AI Sport Africa means any person which is –

controlled by AI Sport Africa;

controls AI Sport Africa; or

is under common control with AI Sport Africa;

"AI Sport Africa", **"we"** or **"us"** means AI Sport Africa (Pty) Limited, a company registered in South Africa with registration number 2020/535585/07 and any other person (including any legal person) to which that company may transfer its rights, obligations and interest in terms of this Agreement;

"CPA" means the Consumer Protection Act, 68 of 2008, as amended from time to time;

"Data message" has the meaning assigned to it in the ECT Act;

"ECT Act" means the Electronic Communications and Transactions Act, 25 of 2002, as amended from time to time;

"Registered User" means a person who has registered for access to the restricted pages on the Website;

"Terms and Conditions" means the terms and conditions set out in this document, as amended from time to time;

"Third Party Website" means any website which is not owned and/or controlled by AI Sport Africa;

"User" or **"you"** means a person who accesses or uses the Website; and

"Website" means the website located at <https://aisport.africa/> and any other uniform resource locator or hypertext transfer protocol used by us from time to time.

1. Any reference in the Terms and Conditions:

1. to the singular includes the plural and vice versa; and

1. to one gender includes the other gender.

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

Hardware, software and Internet access

1. It is your responsibility to acquire and maintain, at your expense, the computer hardware and software, telecommunications facilities and Internet access service ("IT facilities") in order to access and use the Website.

1. You must ensure, prior to accessing the Website at any time, that:

1. the Website is compatible with your IT facilities; and

1. your IT facilities are sufficient in order for you to access and use the Website.

1. We will not be responsible for your inability to access and/or use the Website, either optimally or at all, if you do not comply with clauses 8.1 and 8.2 of these Terms and Conditions.

1. You agree not to access, or attempt to access, the Website by any means other than through the interface that is provided by us.

Allowed use and licence

1. You may only access and use the Website, or any of the information or materials provided on the Website, in a lawful manner, for your private or educational purposes, and in accordance with the Terms and Conditions.

1. You may not access or use the Website, or any of the information or materials on the Website, for any commercial or other non-private purposes ("**commercial purposes**") without our prior written consent.

Cost of Website access

1. Subject to these Terms and Conditions, you may access this Website for free. However, access to some or all of the pages on the Website may be restricted to Registered Users.
1. Notwithstanding the clause, we may, in future, charge you to access and/or use the Website, or any aspect thereof, provided that we will give you prior notice of such change on the Website.

Caching

1. You may cache the Website provided that:
 1. the purpose of the caching is to make the onward transmission/download of the content from the Website more efficient;
 1. you do not modify, reproduce, interfere with the cached data/content in any manner whatsoever, or
 1. otherwise use the cached data/content in a manner not authorised by us in these Terms and Conditions; and
 1. you update, or remove from your computer system, the cached data/content if we request you to do so.

Hyperlinks from Third Party Websites

1. We may provide hyperlinks to Third Party Websites. Such links do not necessarily imply any endorsement, agreement with, or support for, the information on or content of those.

Third Party Websites

1. We do not editorially control the information or content on those Third Party Websites and neither us nor our Affiliates will be responsible in any manner whatsoever, for your access, or inability to access, such

Third Party Websites, or for any information or content made available on or through such Third Party Websites, or for any loss, liability or damage which you may suffer as a result of access to a Third Party Website through a link on the Website.

Hyperlinks to Website

1. Subject to these Terms and Conditions, you may hyperlink to the Website from another website.
1. When you hyperlink to the Website from another website, you do so at your own risk.
1. Any person who provides a hyperlink to the Website must meet the requirements in clauses 23.1 to 23.6.

Framing

1. No person may frame the Website in any manner without our prior written consent.

Searching

1. Other than bona-fide search engine operators and the use of the search facility provided on the Website, no person may use, or attempt to use, any technology or applications (such as web crawlers, web spiders, robots, harvesting bots or scrapers) to search the Website for any purposes without our prior written consent.

Use of articles on Website of electronic clipping or personalised news services

1. You may, subject to these Terms and Conditions, use any of the articles on the Website in electronic clipping services or personalised news services only if such electronic clipping service or personalised news service:
 1. does not copy or provide the entire article as it appears on the Website, but provides only a short, accurate description of the contents of the article;
 1. provides a correct and functioning hyperlink to the article on the Website;
 1. acknowledges the Website as the source of the content;

1. acknowledges writers, journalists, photographers and any other third parties as they are acknowledged on the Website;
1. indicates the date on which the article was sourced from the Website; and
1. includes the following copyright notice: "© AI Sport Africa (Pty) Ltd. All rights reserved".

Security

1. You may not, whether intentionally or negligently, do, or attempt to do, anything to interfere with or disrupt the Website, or compromise the security or stability of the Website, including, without limitation, by delivering, or attempting to deliver, any damaging code (such as computer viruses, worms and Trojan horses) or other damaging or destructive component to the Website, or the server and computer network that support the Website.
1. You must take all reasonable steps to prevent compromising the security and stability of the Website.

Privacy

1. The terms of our Privacy Policy are incorporated in these Terms and Conditions, and you agree to be bound by that policy as if its provisions have been included in these Terms and Conditions in full.
1. Our Privacy Policy is available on the AI Sport Africa website.

Intellectual Property Rights and Domain Name Use

1. All intellectual property on the Website, including but not limited to software, information, content, design elements, databases, text, graphics, drawings, images, icons, logos, trade names, service marks and hyperlinks, whether registered or not (the "intellectual property") is the property of, or is licensed to, us or our Affiliates.
1. These Terms and Conditions should not be construed as granting you any licence or right to use the intellectual property without our prior written consent.

1. Without limiting the scope of clause 28, you specifically undertake not to copy, reproduce, modify, reverse engineer, adapt, publish, sell, distribute, transmit, broadcast, disseminate, exploit, or in any other way unlawfully use the intellectual property, or any aspect thereof.
1. All our intellectual property rights are expressly reserved.

Disclaimers

1. In clause 35, references to AI Sport Africa, "we", or "us" includes our directors, officers, employees, agents, representatives, intermediaries and Affiliates.
1. Information, ideas and opinions expressed on the Website should not be regarded as our professional advice or official opinion, and you are encouraged to obtain professional advice before taking any course of action related to the information, ideas or opinions provided on the Website.
1. Subject to the provisions of s43(5) and s43(6) of the ECT Act, and to the extent applicable, and to any applicable provisions of the CPA, and to the full extent permitted by law:
 1. We make no representations and give no warranties, whether expressly or implicitly, as to the Website or the information provided on the Website, and specifically, but without limitation, make no representations and give no warranty:
 1. that the Website will be tailored to meet your personal requirements or expectations; or
 1. of the time within which the Website will be updated, or that access to the Website will be uninterrupted or error-free;
1. We will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, arising from negligence, and which is suffered by any person who accesses, uses or relies on the Website. Without limiting the generality of this clause, we will not be responsible for any loss, liability or damage of any nature incurred by whomever and resulting directly or indirectly from:
 1. access to the Website;
 1. inability to access, or delays or difficulty in accessing, the Website, to the extent that such inability, delay or failure results from causes beyond our reasonable control;

1. access to any websites linked to the Website;
1. inability to access, or delays or difficulty in accessing, any websites linked to the Website;
1. access to, use of, or reliance on information or content available on the Website;
1. any content posted by third parties on the Website;
1. services available from the Website;
1. our delay or failure to fulfil our obligations under these Terms and Conditions to the extent that such delay or failure results from causes beyond our reasonable control; or any negligent act or omission of ours or our consultants, agents or employees.

Offer and Acceptance

1. By advertising any products/services on the Website, we invite you to make an offer to acquire the relevant products/services.
1. In the event that you make an offer, we may accept the offer, in which case we will take additional positive action to demonstrate our intention to accept the offer.

Time, Place, Manner and Attribution of Data Messages

1. The parties agree to the following:
 1. Data messages addressed by you to us will be deemed to have been received by us only if we respond thereto or acknowledge receipt thereof.
 1. Data messages addressed by us to you will be deemed to be received by you when the complete data message enters an information system designated or used by you for that purpose and is capable of being retrieved and processed by you.
 1. Data messages addressed by you to us or vice versa will be deemed to have been created and sent from Johannesburg, South Africa.

1. Authentication methods such as electronic signatures or encryption techniques are not required for purposes of communications between you and us.
1. Any data messages that are sent by you to us from a computer, internet protocol address or mobile device normally used by or owned by you will be deemed to have been sent to us by you, or on your behalf by a person duly authorised by you.

Amendment and Termination

1. You agree that we may from time to time:
 1. change these Terms and Conditions;
 1. vary the information, content, services, applications or any other aspect of the Website;
 1. discontinue any aspect of the Website or information, content, services and applications on the Website; and
 1. change the IT facilities required to access and use the Website or the information, content, services and applications on the Website.
1. Such a change will not affect our or your rights and obligations in respect of a transaction or agreement between us which is already complete at the time of such change.
1. All permissions granted in these Terms and Conditions are provided on a non-exclusive and non-transferable basis.
1. We may terminate the Website, or any aspect thereof, at any time.
1. Clauses concerning our Privacy Policy and our intellectual property will survive the termination of these Terms and Conditions for any reason whatsoever.
1. If we amend the Terms and Conditions, we will post the amended terms and conditions on the Website.

1. Subject to clause 47, the amended Terms and Conditions will become effective immediately once they are posted on the Website, and any subsequent use of the Website will be governed by the Terms and Conditions effective at the time of such access and use.
1. Each time you access the Website you agree to be bound by the version of the Terms and Conditions posted on the Website at the time. You are advised to regularly check these Terms and Conditions for any amendments and retain a personal copy.
1. If we amend the Terms and Conditions, the amendment will not affect any transaction already in force between you and us at the time of the coming into operation of the amendment, or any rights or obligations which you or we may have in terms of an existing transaction.

Communications

1. When you register on the Website, we will check our systems to confirm whether you have requested not to receive communications from us regarding our products and/or services. If you do not wish to receive such communications from us, please call our call centre or use the "unsubscribe" options set out in any direct marketing communications which we send you.

Consumer Rights

1. We draw to your attention that you may be entitled to certain consumer rights in terms of the ECT Act and/or the CPA and other applicable laws.
1. No provision of these Terms and Conditions is to be interpreted or construed as excluding, limiting or waiving any rights which you may have, or avoiding any obligation which we may have, in terms of the ECT Act, the CPA or any other applicable laws, whether in South Africa or any other country having jurisdiction (unless such laws permit the parties to agree otherwise).

Governing Law and Jurisdiction

1. The Website is hosted, controlled and operated from the Republic of South Africa.
1. These Terms and Conditions are subject to, and will be interpreted, implemented and enforced in accordance with the laws of the Republic of South Africa.
1. Subject to clause 57, the parties consent to the jurisdiction of the Magistrate Courts in respect of all proceedings arising out of or pursuant to these Terms and Conditions. The parties may, in their discretion,

institute any proceedings arising out of or pursuant to these Terms and Conditions in any division of the High Court of South Africa having jurisdiction.

Legal Costs

1. We will not be responsible for any costs incurred by you in obtaining professional advice relating to these Terms and Conditions.

Breach

1. Without prejudice to any other rights we may have, we may claim damages from any person who contravenes these Terms and Conditions and as a result of which we suffer any loss, liability, harm or damage.
1. 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.

Resolution of Disputes

1. 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.
1. The rules and expedited rules of the Arbitration Foundation of Southern Africa may be downloaded from the following website: <http://www.arbitration.co.za>.
1. You agree to accept the decision of the arbitrator as final and binding.
1. The unsuccessful party will pay the costs of the successful party on an attorney and own client scale.
1. 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.

1. 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.
1. 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.

General

1. This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and AI Sport Africa 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.
1. 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.
1. 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.
1. 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.
1. 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.
1. 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.
1. 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.

1. 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.

1. 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.

1. You may not, without the prior written consent of AI Sport Africa, 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 who accesses the Website. AI Sport Africa may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement.

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