

ClubSync Terms and Conditions

These terms and conditions (hereinafter the “**Agreement**”) govern and regulate the access and use of the Platform by the Client, whether in connection with a paid subscription or a free trial, and the provision of the Services by ClubSync to the Client.

1. ACCEPTANCE OF TERMS

- 1.1. The Agreement entered into with ClubSync will be effective (the “Effective Date”) on the first date on which the Client access the Platform. By accessing the Platform, Client indicates that the Client has read this Agreement and agrees to be bound by its terms.
- 1.2. If the Client does not agree with all of the terms of this Agreement, it may not access or use the Platform. If you are accessing and using the Platform on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to this Agreement.
- 1.3. Continued access or use of the Platform Services after any amendments to the Agreement signifies acceptance of those changes.
- 1.4. ClubSync and the Client may each be referred to herein as a “Party” and collectively as the “Parties”.
- 1.5. Capitalized words will have the meaning provided in Section 2 (“Definitions”).

2. DEFINITIONS

- 2.1. “Aggregated Data” means any anonymized, de-identified, or aggregated data derived by or through the operation of the Platform or the Services that does not reveal any personally identifying information about the Client or any End Users or is reasonably linkable to any End User.
- 2.2. “Applicable Law” means any and all laws, statutes, orders, rules, regulations and directives, among others, applicable in South Africa and in the relevant jurisdiction from time to time during the Term of this Agreement. Currently ClubSync conducts its business in South Africa in accordance with South African legislation while engaging South African Padel clubs.
- 2.3. “Applicable Privacy Law” means the Protection of Personal Information Act no 4 of 2013 (“POPIA”) and all regulations promulgated in terms thereof.
- 2.4. “Client” means the entity entering into the Agreement with ClubSync.
- 2.5. “Client Data” means any non-personal data of the Client, its End Users and Connected Persons stored in or processed under the Platform.
- 2.6. “Connected Persons” means, in relation to a Party, any officer, employee, collaborator, agent, adviser or representative of that Party from time to time.
- 2.7. “Confidential Information” shall include, but not be limited to, any and all information associated with a Party’s business that is marked as confidential or which a reasonable person would understand, based upon the content and manner of disclosure, should be treated as confidential. For ClubSync, this includes, without limitation, the Platform, any documentation associated with the Platform, business plans, product designs, price lists, marketing data, and any other confidential and proprietary information provided by it to the Client.

- 2.8. “Data Controller” or “Data Processor” shall have the meaning set out on the Applicable Privacy Law.
- 2.9. “End Users” means any third party that schedules or purchases products or services from the Client through the Platform or that otherwise interacts with the Client through the Platform.
- 2.10. “Intellectual Property Rights” means any patents, utility models, inventions, designs, copyrights, database rights, trademarks, trade names, trade secrets, know how or other intellectual property rights, in each case whether registered or unregistered, including any registration application of the same.
- 2.11. “Personal Data” means any information relating to an identified or identifiable living individual.
- 2.12. “ClubSync” means a corporation duly incorporated under the laws of South Africa, with registered address at 210 GIOVANETTI STREET NIUEW MUCKLENEUK, with Tax Identity Number 2024 /485963 /07, registered at CIPS, the registrar of companies, close corporations, co-operatives, trademarks, patents, designs and copyright for cinematographic films in the Republic of South Africa.
- 2.13. “Platform” means the technological ecosystem comprised of the ClubSync backend running in a public and/or private data center, mobile application available for both IOS and Android devices and the ClubSync administration portal available at <https://app.clubsync.co.za/> .
- 2.14. “Services” means any and all services provided by ClubSync to the Client through and in relation to the Platform. Services that can be provided by ClubSync are defined in section 6 (“Provision of Services”) of this document and will depend on the Service Package contracted by the Client through the Platform.
- 2.15. “Service Package” means the version of the Platform which the Client uses, the Service(s) and relevant Service Tier chosen by the Client through the Platform at <https://app.clubsync.co.za/>.
- 2.16. “Service Tier” means the relevant service level associated with the chosen package and service tier selected by the Client through the Platform.
- 2.17. “Special Conditions” means any terms and conditions entered into between ClubSync and the Client for the access and use of the Platform and the Services by the Client different from this Agreement.
- 2.18. “Territory” means the country in which the Client’s club or sport center registered in the Platform is located.
- 2.19. “Term” has the meaning set out in Section 15.
- 2.20. All terms in this Agreement related with personal data protection not expressly defined herein will have the meaning set out under the Applicable Privacy Law.

3. LICENSE TO USE THE PLATFORM

- 3.1. Subject to the terms and conditions of this Agreement and any Special Conditions, ClubSync grants to the Client a non-exclusive, non-assignable, non-sub-licensable and revocable license to use the Platform exclusively for the features and functionalities specified in the Service Package and/or in the Special Conditions during the Term in the Territory.
- 3.2. The Client agrees that it shall not acquire any rights to use the Platform other than expressly set out in this Agreement and/or any applicable Special Conditions. Upon

the termination or expiry of the Agreement, the Client's right to access and use the Platform shall terminate.

- 3.3. ClubSync shall ensure that the Platform comprises all those capabilities, features, functionalities and technical characteristics indicated in the Service Package and/or in the Special Conditions. The Client might be able to set and adapt certain functionalities and characteristics of the Platform depending on the Service Package and/or the Special Conditions.

4. USE OF THE PLATFORM BY THE CLIENT

- 4.1. The Client shall use the Platform in compliance with: (i) ClubSync's reasonable instructions given from time to time; (ii) the training resources provided by ClubSync regarding such use and operation; and (iii) the operating conditions provided by ClubSync at <https://help.clubsync.co.za/>
- 4.2. The Client shall have in place all hardware, and shall install all the programs, components and technical specifications in its systems required to effectively use the Platform if and where required.
- 4.3. Further to the above, the Client undertakes and agrees to the following:

Client shall not and shall not permit any of its Connected Persons to use the Platform in any way which:

- 4.3.1. supports third parties' business, business processes or fulfilment solutions;
- 4.3.2. does not comply with Applicable Law, this Agreement or the Special Conditions;
- 4.3.3. infringes, misappropriates or otherwise violates the Intellectual Property Rights of ClubSync or any third party;
- 4.3.4. causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform;
- 4.3.5. transmits, stores, displays or otherwise makes available any harmful, illegal, fraudulent, infringing or offensive content or material;
- 4.3.6. threatens or harasses any person or causes damage or injury to any person or property;
- 4.3.7. access or search the Platform (or download any data or content contained therein or transmitted thereby) using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Platform features provided by ClubSync for use expressly for such purposes.
- 4.3.8. involves the publication of any material that is false, defamatory, harassing or obscene, or violates privacy rights or promotes bigotry, racism, hatred or harm; nor
- 4.3.9. constitutes unsolicited bulk email, "junk mail", "spam" or chain letters.

Clients must ensure that any use of the Platform be carried out by their Connected Persons. The use of the Platform through any type of robotic tool, AI-driven, or automated technology, software, or tools is strictly prohibited.

Client shall not remove or modify any markings or any notice of ClubSync's or its licensors' proprietary rights.

Client shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, offer or otherwise make the Platform available to any third party, other than to End Users as permitted herein.

Client shall not republish or redistribute any content or material from the Platform.

The Client shall not and shall not permit any of its Connected Persons to copy, modify, create a derivative work of, reverse engineer, decrypt, decompile, translate, disassemble, adapt or make error corrections to the Platform in whole or in part, or otherwise attempt to replicate all or any part of the Platform, including the source code within the software of the Platform in any form or media or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means.

5. INTELLECTUAL PROPERTY

- 5.1. All Intellectual Property Rights over the Platform are the sole and exclusive property of ClubSync.
- 5.2. The Client hereby grants ClubSync a limited, non-exclusive, royalty-free license to use and display Client's name, designated trademarks and associated logos during the Term in connection with (i) the hosting, operation and maintenance of the Platform; and (ii) ClubSync's marketing and promotional efforts for its products and services, including by publicly naming Client as a customer of ClubSync. All goodwill and improved reputation generated by ClubSync's use of Client's marks inures to Client's sole and exclusive benefit. To this extent, the Client represents and warrants to ClubSync that has all rights necessary to grant the license in this section and does not violate any applicable laws or rights of any third party.
- 5.3. ClubSync is the legitimate owner or licensee of all the contents shown in the Platform and in particular, designs, texts, images, logos, icons, buttons, software, commercial names, brands, or any other signs susceptible of Intellectual Property Rights and/or commercial use, therefore, any act of reproduction, distribution, transformation or public communication by the Client is expressly excluded, as well as any type of assignment of all or part of the content of the Platform.
- 5.4. Except as expressly provided for in this Agreement, ClubSync does not grant to the Client any licenses or other rights in or to any ClubSync's Intellectual Property Rights under this Agreement, whether by implication, estoppel or otherwise, and all such rights are expressly reserved.
- 5.5. All Intellectual Property Rights together with all of the goodwill associated therewith and all other rights in and to all documents, work product and other materials that are delivered to the Client under this Agreement or prepared by or on behalf of ClubSync in the course of performing the Services shall be or remain the sole and exclusive property of ClubSync.
- 5.6. Notwithstanding anything in this Agreement to the contrary, the Client shall not claim or be entitled to any Intellectual Property Rights in any feedback, suggestions, recommendations, enhancement requests, enhancements, modifications, improvements or changes it gives or makes relating to the Platform. Such Intellectual Property Rights shall be owned by ClubSync, and the Client hereby assigns and agrees to assign such Intellectual Property Rights to ClubSync.

- 5.7. The Client undertakes not to use the sign “ClubSync”, the trade names, trademarks, logos and/or any other distinctive signs belonging to ClubSync without the prior written consent of ClubSync.
- 5.8. If the Client becomes aware of any claim, assertion or proceeding based on an infringement of third-party rights caused by its use of the Platform, it must immediately notify ClubSync in writing.

6. PROVISION OF SERVICES

The Services to be provided by ClubSync will be those determined by the Service Package and/or the Special Conditions. Services to be provided by ClubSync could include:

6.1. Software Services

The features provided will be determined by the Service Package.

6.2. Support Services

ClubSync shall provide the Client technical support and assistance for the resolution of incidents regarding the use of the Platform in accordance with the service level agreement determined by the Service Package. In addition to this ClubSync shall provide technical support and assistance to End Users that request assistance through the ClubSync App or requested on the portal at <https://app.clubsync.co.za/>

6.3. Training Services

ClubSync shall provide the Client with training resources with the purpose of teaching the Client how the Platform works as determined by the Service Package.

6.4. Marketing Services

As part of the Software Services, ClubSync shall provide the Client with services for the promotion of the Client’s sports facilities as determined by the Service Package. As part of these services, the Client’s club will be listed on the ClubSync App to help the Client promote its services.

6.5. Free, Trial and Beta Services

ClubSync may in its sole discretion offer Clients free, trial or beta Services from time to time on a free basis. Notwithstanding anything to the contrary herein: (a) any free, trial or beta Services are provided “AS IS” with no warranties of any kind; and (b) ClubSync may discontinue any free, trial or beta Services or the Client’s ability to use such Services at any time, with or without notice and without any further obligations for the Client.

- 6.6. ClubSync will have no liability for any harm or damages suffered by the Client or any End User or other third party in connection with any free, trial or beta Services.

6.7. Payment processing and Billing Services

For the provision of the Services, the Client shall pay ClubSync the fees set out in ClubSync Manager, which will depend on the Service Package subscribed for by the Client.

- 6.8. ClubSync will provide Billing Services in accordance with payment legislation in the Territory and will include any and all applicable taxes, including but not limited to, value added tax, as prescribed by law for invoicing in the Territory.

- 6.9. Under the Billing Services, ClubSync shall: (i) issue invoice(s) directly to the Client for each transaction or service provided to the Client or the End-User through the Platform; (ii) make the invoices available to the Client through ClubSync Manager; and (iii) pay the full amount corresponding to each invoice on the same dates. The full

- amount to be paid will be increased with any applicable taxes (e.g. VAT) and reduced for commissions payable to the Client.
- 6.10. ClubSync will invoice the Client for the transactions performed through the Platform via the Billing Services and invoices will be available for download at <https://app.clubsync.co.za/>
 - 6.11. Further instructions regarding the Billing Services are provided by ClubSync on the Platform.
 - 6.12. Territory particularities. The exact Services to be provided will depend on the Territory in which the Services are being provided. Among others, the language and the timeframes in which Services are provided and the availability of the third-parties platforms used by ClubSync to provide the Services may differ depending on the Territory in which the Services are being provided.
 - 6.13. Third Party Offerings. Although the Platform may allow the Client access or use third parties' solutions, such as hardware, software, communication and payment services (among others), these third party's offerings are not considered "Services" under this Agreement and are not subject to any of the provisions of this Agreement. ClubSync may not be held liable for the use and/or access to any such third-party offerings and will be provided subject to the terms and conditions set out by its providers.

7. DATA OWNERSHIP AND USE

- 7.1. The Client owns all rights, title and interest in the Client Data.
- 7.2. The Client hereby grants ClubSync a worldwide, non-exclusive, assignable, sublicensable, fully paid-up and royalty-free license to use, distribute, modify, display, perform and copy any of the Client Data as reasonably necessary for the purposes of providing, improving and developing the ClubSync products and services. To this extent, the Client represents and warrants to ClubSync that has all rights necessary to grant the license in this section and that the provision and use of Client Data through and in connection with the Platform and the Services does not violate any applicable laws or rights of any third party.
- 7.3. All rights, title and interest in any Aggregated Data as well as any data or information collected by ClubSync independently and without access to, reference to or use of any of Client Data, including, without limitation, any data or information ClubSync obtains about End Users through the Platform, will be solely owned by ClubSync.
- 7.4. Client agrees that nothing in this Agreement will prohibit ClubSync from utilizing this data for any purpose.
- 7.5. ClubSync may use Client Data solely for the purposes of providing, improving, and developing the services in compliance with Applicable Privacy Laws.

8. NO WARRANTY

- 8.1. Except as expressly set forth in this agreement, the platform is provided on an "as is" basis, and ClubSync makes no, and hereby disclaims any, representations or warranties of any kind with respect to the platform and the services, either express or implied including, without limitation, any warranties or conditions of title, non-infringement, merchantability, accuracy of information or fitness for a particular purpose.

- 8.2. Without limiting the foregoing, ClubSync disclaims any warranty that the platform or services will be free from defects, errors, security vulnerabilities, or interruptions, or that they will operate in a fully accurate or error-free manner.
- 8.3. The client acknowledges that ClubSync does not control the transfer of data over communications facilities, including the internet and social media platforms, which are subject to inherent limitations such as delays, security risks, potential data loss.
- 8.4. ClubSync is not responsible for any delays, failures in delivery, or damages resulting from issues with third-party services, such as Playtomic, WhatsApp, Facebook, Instagram, or any other social media or communication platforms.
- 8.5. ClubSync is not responsible for failures arising from dependencies on third-party APIs, integrations, or services that may affect the operation of the platform.

9. INDEMNITIES

- 9.1. The Client acknowledges that ClubSync provides the Platform merely as a tool to facilitate the Client's operations and End User interactions, and ClubSync shall not be a party to any transaction undertaken by the Client through the Platform. As such, the Client shall indemnify, defend, and hold harmless ClubSync from and against any claims, suits, charges, fees, penalties, or losses and all related charges, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) that may arise in any way from a transaction or any interaction between the Client and an End User. In this regard, the Client's transactions and interactions with End Users shall be governed by the Client's own terms and conditions, in which the Client shall clearly reproduce ClubSync's full indemnity as per this clause. ClubSync may provide the Client with an area within the Platform for including its terms and conditions for acceptance by the End User before general use of the Platform.
- 9.2. The Client shall indemnify, defend, and hold ClubSync harmless from and against any and all third-party claims alleged or asserted against ClubSync and all related charges, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from or associated with:
 - 9.2.1. the use of the Platform by the Client or any of its Connected Persons or
 - 9.2.2. any breach by the Client of any provisions of this Agreement or
 - 9.2.3. any violation by the Client or any of its Connected Persons of the Intellectual Property Rights, privacy or other rights of a third party or
 - 9.2.4. any violation of Applicable Laws, including but not limited to any failure by Client to obtain all necessary permits, licenses and certifications to operate its business (including as contemplated in this Agreement) in any applicable jurisdictions or
 - 9.2.5. any breach of the Client's obligations as set forth in Addendum I (Data Processing Agreement)

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1. ClubSync expressly disclaims any and all liability and will not be responsible for any damages or loss caused, or alleged to be caused, by:
 - 10.1.1. any network deficiencies attributable to telephone and/or telecommunication operators. It shall not be liable for particularly, but not limited to, the following: interference due to atmospheric conditions, lack of coverage by the

end user's mobile terminal, deficiencies in the end user's terminals, deficiencies in the network supply by the operator or operators, improper or fraudulent manipulation of the end user's terminals or computer or telecommunications elements, power outages, suspension by the Internet access provider or communication network provider.

- 10.1.2. the correction of anomalies attributable exclusively to the computer or computers used by the client, to deficiencies in the surrounding working conditions, or to breakdowns in the main alternating current network or variations thereof or in the communications provider that, therefore, bear no causal relationship to the platform.
- 10.1.3. any loss or damage suffered by the client resulting from the client's misuse or negligent use of the platform.
- 10.2. In no event will ClubSync be liable for any indirect, special, incidental, or consequential damages in connection with this agreement, whether caused by an act, omission, breach or negligence of either party.
- 10.3. In no event will ClubSync's aggregate liability, collectively, for all claims arising out of or related to this agreement exceed the sum of all amounts paid by the client during the last six (6) months preceding the occurrence of the damaging event, both for each incident and for the sum of all incidents occurring during that period.
- 10.4. The foregoing exclusions or limitations may not apply to the extent prohibited by applicable law.
- 10.5. This limitation of liability shall not apply in cases of gross negligence or willful misconduct.

11. SUB-CONTRACTING AND ASSIGNMENT

- 11.1. ClubSync may sub-contract any of its obligations under this Agreement (including permitting a sub-contractor to sub-contract) without prior notice or consent of the Client.
- 11.2. ClubSync may assign this Agreement, in whole or in part, without prior notice or consent of the Client.
- 11.3. The Client may not assign, delegate or transfer this Agreement in whole or in part, or any of its rights or obligations hereunder without the express, prior written consent of ClubSync, which may be granted or withheld in ClubSync's sole discretion.
- 11.4. Notwithstanding the foregoing, the Client may assign this Agreement without ClubSync's prior consent as part of a merger or transfer of all or substantially all of its assets, provided Client gives ClubSync prompt written notice of any such assignment. The Client shall inform the assignee that it will be subject and must comply with this Agreement once is assigned.

12. FEES, EXPENSES, COMMISSIONS AND PAYMENT TERMS

- 12.1. In consideration of the license to use the Platform granted to the Client under this Agreement and the provision of the Services by ClubSync, the Client shall, unless otherwise stated in the Special Conditions, pay the fees set forth in the Service Package (the "Fees").
- 12.2. Unless otherwise stated in the Special Conditions, the Fees will include the payment of a commission for the provision of certain services (management, transaction and

- custody of End-User payments) provided through the Platform (“Commissions”), as specified in the Service Package and/or in any Special Conditions subscribed by the Client with ClubSync. Commissions may vary depending on the type of booking and market (e.g. tax requirements). Commissions are not refundable. ClubSync reserves the right to modify Commissions at any time and will notify Client and End-Users of any changes before any such change enters into force. Changes in Commissions will not affect any services made before such changes enter into force.
- 12.3. The Fee shall also include any fees set out on the ClubSync Platform, which will depend on the Service, Service Tier and/or Package subscribed to by the Client.
 - 12.4. The Client may reference any/or all payouts made by ClubSync under the section in the relevant section at <https://app.clubsync.co.za/>.
 - 12.5. ClubSync reserves the right to charge commissions to End Users in relation to services provided to them through the Platform as part of the services rendered under this Agreement.
 - 12.6. ClubSync reserves the right to update their fees at any time and will provide the Client notice of any fee changes before they become effective. Fee changes will be preceded by a 30-day notice prior to taking effect.
 - 12.7. The ClubSync services will be rendered on a prepaid subscription model to the Client. In the event that the subscription renewal was unsuccessful, and no payments were received in advance by ClubSync within this deadline, ClubSync may suspend all or part of the Services without the need for prior notice until payment has been made in full.
 - 12.8. ClubSync will make subscription payment services available through an accredited Payment Gateway but it remains the responsibility of the Client to ensure the configured back account has sufficient funds to affect payment of the subscription and/or additional services due hereunder according to the Subscription Tier and/or additional Services selected in the relevant section at <https://app.ClubSync.co.za/>.
 - 12.9. Payments are non-refundable and non-cancelable.
 - 12.10. Payment processing services for ClubSync are provided by and accredited Payment Gateway and are subject to the terms and conditions of the Payment Gateway as set out in the Billing Services section of <https://app.clubsync.co.za/>. By using the ClubSync Billing Services, the Client agrees to be bound by the Terms of Service of the Payment Gateway, and any modifications made by the Payment Gateway from time to time. As a condition of ClubSync enabling payment processing services through the Payment Gateway, the Client agrees to provide ClubSync accurate and complete information about the Client and its business, and the Client authorizes ClubSync to share it and to share transaction information related to the Client’s use of the payment processing services.

13. PERSONAL DATA PROTECTION

- 13.1. ClubSync will process the Personal Data (mainly contact data) of the Connected Persons of the Client in order to perform its obligations under this Agreement, in accordance with the Privacy Policy of ClubSync available at the ClubSync Website (<https://www.clubsync.co.za/>)
- 13.2. The Client shall be responsible for the Personal Data under its control under this Agreement.

- 13.3. In order to provide the Services, ClubSync might have access and process the Personal Data as data processor. In such a case, ClubSync undertakes to process the Personal Data in accordance with the data processing policy outlined on the ClubSync website.

14. CONFIDENTIALITY

- 14.1. Each receiving party shall:
 - 14.1.1. not use any of the disclosing party's Confidential Information other than for the purpose of performing the receiving party's obligations under and enjoying the benefit of this Agreement
 - 14.1.2. keep confidential and not disclose any of the disclosing party's Confidential Information to any person other than the receiving party's Connected Persons who need to know such information for the purposes of this Agreement and any third-party tendering to provide goods and/or services in connection with the subject matter of this Agreement (the "Permitted Recipients")
 - 14.1.3. store all Confidential Information so that it is protected from unauthorized access, use, copying, reproduction or disclosure to the same extent that it protects its own confidential information and in a way that it can be recovered later; and
 - 14.1.4. procure that any Permitted Recipient to whom any of the disclosing party's Confidential Information is disclosed is bound by confidentiality obligations at least as stringent as those set forth in this Agreement.
- 14.2. This clause shall not apply to any Confidential Information that:
 - 14.2.1. was already in the lawful possession of the receiving party or any of its Connected Persons prior to the Term, provided that it was not subject to any separate obligations of confidentiality.
 - 14.2.2. was already in the public domain when it was first received by the receiving party.
 - 14.2.3. subsequently enters the public domain other than through a breach of this clause or
 - 14.2.4. is required to be disclosed by Applicable Law or a regulatory or governmental body to which that party is subject, provided that the receiving party first notifies the other before any such disclosure (to the extent allowed by law).
- 14.3. Upon termination or expiry of this Agreement or sooner, if so requested by the disclosing party all Confidential Information made available under this Agreement, including copies thereof, shall be returned to the disclosing party or, at the disclosing party's request and where technically and legally feasible, destroyed and/or erased from the systems and devices used by the receiving party and any Permitted Recipient.
- 14.4. Provisions in this clause shall continue to apply after the termination of this Agreement for as long as the Confidential Information maintains its confidential nature.

15. TERM AND TERMINATION

- 15.1. Subject always to the following provisions of this clause, and unless otherwise stated in the Special Conditions, the Services will be provided on a Prepaid Subscription Model and automatically renewed in successive and consecutive monthly periods.
- 15.2. Either party may terminate this Agreement at any time if the other party has committed a material breach of this Agreement and, being such breach capable of remedy, it is not remedied within ten (10) working days from the prior written notice to the non-performing party.
- 15.3. ClubSync may terminate this Agreement in the event the Client fails to pay the Fees. In this event, ClubSync may, in addition to the amounts due, claim by way of compensation for any damages suffered by ClubSync due to any the non-compliance by the Client.
- 15.4. Client may terminate this Agreement in the event of deficiencies on the Platform that prevent its complete use for at least seventy-two (72) continuous hours, starting from the end of the customer service response time after receipt of notification of the incident by ClubSync in accordance with the supporting service level agreement determined by the Service Tier and/or Service Package.
- 15.5. Termination of this Agreement for any reason, including its non-renewal upon expiry, shall not result in ClubSync reimbursing the Client for any payments received for Service delivered by ClubSync up to the date of termination.
- 15.6. Provisions contained in clauses 5 (“Intellectual Property”), 7 (“Data ownership and use”), 9 (“Indemnities”), 10 (“Limitations and exclusions of liability”), 14 (“Confidentiality”) and 22 (“Governing law and jurisdiction”) shall continue to apply even after the termination of this Agreement.

16. MODIFICATION OF THIS AGREEMENT OR THE PLATFORM.

ClubSync may update this Agreement (including any Special Conditions) from time to time in its sole discretion. If ClubSync does this, it will notify the Client by posting the updated Agreement on the Platform and/or may also send other communications. Such an updated Agreement will be effective 30-days from initial notice unless communicated otherwise. The Client should review this Agreement (and any Special Terms) whenever it is updated, or when the Client uses the Platform. The Client’s continued use of the Platform after the updated Agreement has been posted means that the Client accepts and agrees to the changes. If the Client does not agree to be bound by the changes, the Client may notify ClubSync and may elect not to use the Services following the date on which the new Agreement becomes effective. Because the Platform is evolving over time ClubSync may change or discontinue all or any part of the Platform, at any time and without notice, at its sole discretion.

In the event of significant changes to the terms, the Client may terminate the Agreement without penalty before the changes take effect.

17. BUSINESS RELATIONSHIP

This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between ClubSync and the Client.

18. ENTIRE AGREEMENT

This Agreement together with the Privacy Policy, Special Conditions and/or any other documentation signed or entered into by the Parties, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

In the event of a conflict between the documents governing the relationship between the Parties: (i) the Special Conditions entered into with the client (if any) shall prevail over the others; failing that, (ii) the specific Terms and Conditions of the relevant jurisdiction shall prevail; and subsidiarily, (iii) the Terms and Conditions for South Africa in the English version.

19. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. NOTICES

ClubSync may provide notices to Client by posting them on the ClubSync website at www.ClubSync.io, by providing electronic notification via the Platform, or by email to the address associated with Client's account. The Client may provide notices to us via email at privacy@ClubSync.io All notices are effective upon posting or when delivered.

21. WAIVER

Except as otherwise set forth in this Agreement or in any Special Conditions, either Party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

22. GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of South Africa.

The Parties agree to submit any dispute, discrepancy or claim resulting from the performance or interpretation of this Agreement or related to it, either directly or indirectly, to the exclusive jurisdiction of the courts in Pretoria, South Africa.

