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These terms and conditions apply to every person who makes use of, accesses, views or is provided with any services through the use of this website, through any device or in any manner.

VS. Sports reserves the right to discontinue providing any of the services and information available on this website, to make changes or updates to this website, or to the products or programs described in this website, or to these Terms and Conditions at any time without further notice. The user's continued use of this website following such changes signifies your acceptance of the revised Terms and Conditions. The user is responsible for regularly considering these terms and conditions and considering any changes made.

Use of this website is entirely at the user's own risk.

The user is solely responsible for procuring and maintaining all the requisite facilities, services, products and equipment which may be required to make use of the website and/or services and/or materials provided to the user through the use of this website.

The user warrants that they have the required legal capacity to enter into and be bound by a contract, and further warrants that they are the sole owner of any footage or information uploaded to the website and that they have full permission of the participants in the footage to upload such footage to this website for the purpose of obtaining statistical analysis thereof.

The user may only make use of this website as is permitted by the laws of South Africa and by the terms of this website.

VS. SPORTS ANALYTICS AND INSIGHT TERMS AND CONDITIONS

PURPOSE OF WWW.VSSPORTS.CO.ZA

The primary purpose of this site is to give the users of this site, including but not limited to individual athletes, sports teams and associated sporting organizations, a multidimensional statistical analysis solution of the video footage uploaded to the site by the user.

VS. Sports is not a substitute for competent professional coaching, advice and instruction.

VS. Sports cannot offer advice, coaching or instruction but will provide statistical analysis of the footage uploaded to the website, or provided to VS. Sports by the user.

Your use of any information or materials on this website, or provided to you by VS. Sports, is entirely at your own risk, for which VS. Sports shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

USE OF THE WEBSITE

Subject to these terms and conditions, the user may only download, view, print and reproduce any work product and/or reports and/or analysis provided to the user through use of this website restrictively for the user's own personal use, and only for non-commercial and/or educational purposes.

The user is obligated to obtain the prior written approval of VS. Sports if the user wishes to copy, reproduce, distribute, transmit, broadcast or publish any content obtained through the use of this website. It is within the sole discretion of VS. Sports to withhold consent or impose any such restrictions or conditions thereon. The re-sale of any material obtained from the website or from VS. Sports through the website is *strictly prohibited*.

Neither VS. Sports nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on and/or through this website for any particular purpose. The user acknowledges that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

VS. Sports is not obligated to permanently maintain the operation of this website, and do therefore reserve the right to change, alter, remove and add additional content at any time without notice to the user. The user is advised that when maintenance, technical repairs or alterations or any such changes to the website that VS. Sports deems necessary take place, there may be a disruption in the accessibility of the website by the user *without* prior notice.

Any footage provided to VS. Sports by the user for purposes of obtaining services from VS. Sports in respect of that footage will remain the property of the user, with the exception of footage which is filmed and/or recorded in any manner by VS. Sports.

PAYMENT FOR SERVICES PROVIDED BY VS. SPORTS

The user is liable for payment for all services requested from and provided by VS. Sports and shall be liable for such payment *after* the services have been provided to the User.

The user will be liable for payment of all invoices issued to them by VS. Sports for any and all services requisitioned by the user, whether or not the user is satisfied with the product provided to them by VS. Sports.

The user agrees to be invoiced by VS. Sports at the end of the month during which, or any reasonable time thereafter, the service was provided to the user. The user agrees that to make payment of the all invoices rendered immediately.

Should the user fail to make payment of any invoices within 7 days of receiving the invoice, and breach any of these terms, VS. Sports shall have the right without prejudice to any other rights in law or under this agreement and at VS. Sports' sole discretion, to demand payment and institute action against the user to obtain payment, and/or claim specific performance, and/or enforce any and/or all of VS. Sports' rights.

The user shall have 7 days from date of receiving written demand to remedy the breach, failing which VS. Sports may institute any action it deems fit to recover any losses, and/or damages suffered by VS. Sports.

The user chooses the addresses (both physical and electronic mail) provided by them in creating their online profile as their *domicilium citandi et executandi* at which all notices, legal processes and other communications must be delivered.

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing, provided that it shall be competent to give notice by e-mail, which shall be deemed to constitute written notice.

At the option of VS. Sports, any action or application arising out of this agreement may be brought by it in any Magistrates Court having jurisdiction in respect of VS. Sports, notwithstanding that the amount in issue may exceed the jurisdiction of such court.

LEGAL COSTS AND OUTSTANDING PAYMENTS

Should VS. Sports have to instruct an attorney and/or institute legal proceedings against the user pursuant to a breach of these terms and conditions, then without prejudice to any other rights which VS. Sports may have, VS. Sports shall be entitled to recover all legal costs incurred by it, including attorney and own client costs, tracing fees and such collection commission as VS. Sports is obliged to pay its attorneys, from the user.

COLLECTION OF PERSONAL DATA OF THE USER

Insofar as VS. Sports collects personal information and data of the user for purposes of registration of a user account and/or profile (including but not limited to name, address, e-mail address,) on this website, VS. Sports confirms that there will be no further use or distribution of such information and data to outside third parties, with the exception of contractors of VS. Sports contracted to perform internal procedures, and where VS. Sports is legally obligated to do so, or is required for purposes of enforcing or defending the rights of VS. Sports and third parties associated therewith.

TERMINATION OF THE CONTRACT AND USAGE OF THIS WEBSITE

Agreement to these terms and conditions runs for as long as the user makes use of the website and use of any materials and work product acquired through the use of the website. The terms relating to the use of this website, and any further materials obtained through the use of the website shall remain unaffected until date of termination and/or date of termination of usage of materials provided to the user through the use of the website.

If any provision of these terms and conditions of use are found to be invalid or lose their effectiveness through a yet unknown circumstance, the effectiveness of the remaining provisions shall remain unaffected.

If the user is found to have breached any of these terms and conditions of use or found to be utilizing the website for any unlawful purpose, VS. Sports reserves its rights to immediately, automatically and without notice to the user, terminate the user's use of and access to the website, and/or prohibit the user's future access to the website and/or other services provided by VS. Sports, and/or take any appropriate legal action against the user (including but not limited to urgent and/or interim relief and any claims for damages suffered.) This will be without incurring any liability whatsoever to the user, and all of VS. Sports' rights are fully and strictly reserved in this regard.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of the Republic of South Africa.

INTERPRETATION OF THE TERMS AND CONDITIONS

Any headings used in these terms are for the purpose of convenience and reference only, and may not be used for the interpretation of these terms and conditions nor to provide context or modify the terms in any way.

Words and expressions used on this website and in any material provided to the User through and/or as a result of the use of this website, shall bear the ordinary meaning assigned to them unless the context dictates otherwise.

Any reference herein to the singular includes the plural and vice versa, and words importing any one gender shall include the other gender.

LIMITATION OF LIABILITY

VS. Sports will not be held liable for any damages whatsoever arising out of the use of this website or the use of any information obtained through the use of this website, including, without limitation, negligence.