

The Podium Pursuit Collective

Terms of Use

Effective Date: 1 February 2024

These are the Terms of Use for The Podium Pursuit Collective and its affiliates. These Terms apply when you visit our website at <https://podiumpursuit.africa/> (our "Website"), use our mobile application (our "Fan App") and any third party pages accessed via our Website or Fan App, interact with Us, attend an event, or use any and all of our products and services (collectively, our "Services"). These Terms and our Privacy Policy constitute the entire agreement between you and Podium Pursuit, superseding any prior agreements between you and Us.

Use of Our Services

You agree you are responsible for your use of our services and any resulting consequences. You may use our services only in compliance with these Terms and all applicable laws. Your use of our services constitutes your acceptance of these Terms and our Privacy Notice. When using certain services, you may be subject to any additional terms applicable to such services that may be made available from time to time.

Introduction

The Podium Pursuit Collective ("Podium Pursuit", "We", "Us") is a Fan Engagement Platform and Athlete Impact Fund operated and owned by Pro Touch Sports (Proprietary) Limited ("ProTouch Sports"), a company duly registered and incorporated according to the company laws of the Republic of South Africa, with Company Registration number: 2015/151949/07; Podium Pursuit brings together top (and potentially top) performing athletes from Africa, their fans and a network of purpose-led brands, organisations and interested parties - passionate about seeing more African athletes on the podiums of the World's biggest sporting events.

For Athletes

We provide top performing athletes, identified by Us and who have accepted these terms of use ("Qualifying Athletes"), access to preferentially-priced services ("Offers"). When accessing such Offers, You agree to the terms and conditions provided, this could include You being required to promote these on your social pages and highlighting these on your Digital Athlete Profile, for fans to view.

We provide Qualifying Athletes a personalised Digital Athlete Profile – a single, centralised place to connect with fans and build their brands, highlight their social channels, merchandise, notable results, marketplace and media. These Digital Athlete Profiles are published on our Athlete Exchange, using a platform developed and owned by FanWord Inc. ("FanWord"), a Delaware Corporation.

When You claim your Digital Athlete Profile, You accept the FanWord [Terms of Use](#) and agree that (i) the information provided in your profile is accurate, current, and complete information about yourself; ii) You give permission to Podium Pursuit to assist you in maintaining your profile with latest results and other relevant information that could assist you with building your brand and connecting with your fans. You acknowledge that if any information provided by You is untrue, inaccurate, not current, or incomplete, you will have materially breached these Terms, and We reserve the right to terminate this Agreement and your use of the Services.

For Fans

We provide Fans, who have accepted these terms of use ("Users") access to preferentially-priced services ("Offers") from our Partners. When You access such Offers, You agree to the terms and conditions provided.

Age Requirements

By accepting the Terms through your use of our Services, you certify that you are at least 18 years of age or are using the Services under the supervision of a parent or legal guardian that will be bound to these Terms on your behalf.

Your Representations & Warranties

By using our Services, you represent, warrant, and agree that:

- I. You meet all age and eligibility requirements expressed in these Terms;
- II. You will only use our Services for lawful purposes, and will not use our services for sending, storing, or distributing any unlawful material or for fraudulent purposes;
- III. You will not use our Services to cause nuisance, annoyance or inconvenience;
- IV. You will not impair or harm the proper operation of our Services;
- V. You will not copy, or distribute any content contained within our Services without written permission from Us;
- VI. You will only use our Services for your own use and will not resell any aspect of our services to a third party;
- VII. You own or control all rights in and to any information or property shared with Us;
- VIII. You will provide Us with whatever proof of identity we may reasonably request;
- IX. You have not previously been suspended or removed from our Services;
- X. Your use of our Services is in compliance with applicable laws and regulations.

Access and Conditions of Use

You may use our Services only for lawful purposes and in accordance with these Terms. You agree:

- I. You will not violate any applicable local, or international law or regulation;
- II. You will not exploit or harm minors;
- III. You will not transmit any advertising or spam material;
- IV. You will not impersonate Us or any person or entity associated with Us.

We do not tolerate unsatisfactory content or abusive users on our platform. If we become aware of such content, we will remove it and reserve the right to suspend the user who posted such content.

Additionally, you agree:

- I. You will not use any device, software, or routine that interferes with the proper working of the Services, or introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- II. You will not attempt to gain unauthorized access to the Services; and
- III. You will not attempt to attack or interfere with the proper working of the Services.

We reserve the right to temporarily or permanently modify or discontinue our Services with or without notice. We reserve the right to investigate and take appropriate legal action against anyone who violates these Terms.

Intellectual Property

You acknowledge and agree that our Services may contain content or features (“content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on our services or any service content, in whole or in part, except that the foregoing does not apply to your own feedback that you legally upload to our services. You may not access our Services through robots, scraping tools or similar data-gathering or extraction methods.

Trademarks. The Podium Pursuit name and logos (collectively the “Podium Pursuit Trademarks”) are trademarks and service marks of ProTouch Sports. Other company, product, and service names and logos used and displayed via our services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Us. Nothing in these Terms or in our services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use these. Trademarks displayed through our services, without our prior written permission in each instance. All goodwill generated from the use of Trademarks will be for our exclusive benefit.

Third-Party Material. Under no circumstances will We be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that We do not have a duty to pre-screen content, but that We and our designers will have the right in their sole discretion to refuse or remove any content that is available via our services. This includes the right to remove any content that violates these Terms or is deemed by Us to not be appropriate. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Feedback Through Our Services. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about our services (“feedback”), provided by you to Us is non-confidential, and are entitled to the unrestricted use and dissemination of this feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that We may preserve content and may also disclose feedback or content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Podium Pursuit, its users and the public. You understand that the technical processing and transmission of our services, including your content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Policy

We respect the Intellectual Property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other Intellectual Property infringement. Upon receipt of notices of an infringement we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for Users to our Services. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to You.

We may also at our sole discretion limit access to the Services and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed and you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication at info@protouch.africa that sets forth the following information:

A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and You may be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney.

Third-Party Websites

Our Services or third parties may provide links or other access to other sites and resources on the Internet. We have no control over such sites and resources and are not responsible for and do not endorse such sites and resources.

When you purchase a Podium Pursuit Premium Subscription, Fan Token or other Service we provide, you agree: (a) We will provide you with access to your subscription immediately; and (b) to the extent permitted by applicable law, you waive any statutory right you might have to change your mind about your purchase and receive a refund within the applicable cooling off period. Because you agree to access the subscription immediately and waive your statutory right to change your mind in the cooling off period, you cannot exercise your statutory right to cancel and receive a refund within the cooling off period, unless prohibited by applicable law.

You agree and understand that We do not have any editorial control over, nor responsibility for, any athlete content. Use of our subscription is at your sole discretion. You understand and acknowledge that either Us or Qualifying Athlete(s) may change the features or content available to you as part of your subscriptions from time to time, including during a billing period. If you do not wish to continue your subscription as a result of such change then you should cancel it before you are committed to the next billing period. Your continued use of our Services and/or renewal for a further billing period constitutes acceptance of those changes.

Communications

As part of your use of our Services, You consent to receive electronic notifications from Us. You may opt-out of receiving certain notifications in association with our Services by completing the opt-out process provided in each email message. By opting-out, You understand that we may not be able to communicate certain information to You. Please note we may still contact you regarding certain important Services announcements or notifications even if you have opted-out from other messages.

Third-Party Advertising & Marketing

We employ third-party advertising and marketing services to deliver ads, information, and other promotions to You, both through our Services and other mechanisms. By agreeing to our Terms, you agree to receive such advertising and marketing from Us and our partners. If you do not wish to receive such advertising, you may notify us at info@protouch.africa may compile and release information regarding You and your use of our Services on an anonymous basis as part of a customer profile or similar report or analysis. It is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through our Services.

Indemnity and Release

You agree to release, indemnify, and hold harmless Us, its affiliates, and its and their respective officers, employees, directors, members, and agents from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of services, your violation of these Terms, or your violation of any rights of another.

Disclaimer of Warranties Related to our Services

Your use of Our services is at your sole risk. Our services are provided on an "as is" and "as available" basis. We make no warranty that (i) our services will meet your requirements, (ii) our services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of Our services will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through Our services will meet your expectations.

Limitation of Liability

You expressly understand and agree that We will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if We have been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use Our services or any content; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from Our services; (iii) unauthorized access to or alteration of your content, transmissions, or data; (iv) statements or conduct of any third party on our services; or (v) any other matter relating to Our services or content. In no event will our total liability to you for all damages, losses or causes of action exceed the amount you have paid us in the last six (6) months, or, if greater, one hundred south african rand (zar100).

Arbitration

At our sole election, all disputes, claims, or controversies arising out of or relating to these Terms or our services that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before the South African Arbitration Association.. Notwithstanding the foregoing, We reserve all rights to petition any court of competent jurisdiction for the entry of injunctions and orders for specific performance relating to your unauthorized use, modification, copying, distribution, transmission, display, performance, reproduction, publication, license, creation of derivative works, transfer or sale of the content of our services, breach of your confidentiality obligations, or any other violations of these Terms.

General

Modification. We may modify these Terms at any time. We will post the changes on our website with the effective date. Your continued use of our website or our services after the date of any such changes become effective constitutes your acceptance of these Terms.

Governing Law. Terms will be governed by the laws of South Africa without regard to conflict of law provisions. With respect to any disputes not subject to the dispute resolution procedures set forth above, You and We agree to submit to the personal and exclusive jurisdiction of the local courts located in South Africa..

No Waiver. The failure of Us to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

Severability. In case any provision of these Terms is found by a court of competent jurisdiction to be invalid, the validity, legality, and enforceability of the remaining provisions will not be affected and remain in full effect. The parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision.

Claim Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of the use of our services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Contact Us

You may contact Us at info@protouch.africa