EVEN PLAYGROUND | LEGAL

Terms of Service

The agreement between Even Playground and every person or organisation that uses the Platform - athletes, parents and guardians, coaches, officials, Institutions, media contributors, sponsors and visitors.

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Issued by Even Playground (Pty) Ltd (Reg. 2022/584666/07)

PLEASE READ - IMPORTANT TERMS

These Terms contain clauses that **limit Even Playground's liability**, require you to **indemnify** Even Playground, place **risk** on you, and set out how **disputes** are resolved. These clauses are printed in bold or in boxes like this one, and are set out in full in our Indemnity and Limitation of Liability Agreement (legal.indemnity_version). Please read clauses 3, 5, 7, 8, 9, 13, 14, 15 and 18 carefully before accepting. Nothing in these Terms removes rights you have under consumer protection law that cannot legally be waived.

Summary at a glance

You may use the Platform to manage sport, build verified athlete records and share media, as long as you follow these Terms. You own the content you upload; you give us permission to use it to run the Platform. We own the Platform, its database and the statistics and insights it produces. Parents and guardians accept these Terms for children. We don't organise or supervise sport and don't guarantee selection, scholarships or recruitment.

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1. Agreement and acceptance

These Terms of Service ("Terms") are a binding agreement between you and Even Playground (Pty) Ltd, registration number 2022/584666/07 ("Even Playground", "we", "us"). You accept them by ticking the acceptance box next to the named version of these Terms when you register or when you are asked to re-accept. If you do not accept these Terms, you may not use the Platform.

These Terms incorporate the Global Privacy Notice (legal.privacy_version), the POPIA Data Processing Notice (legal.popia_notice) and the Indemnity and Limitation of Liability Agreement (legal.indemnity_version). Institutions and media contributors may also sign a separate agreement; if it conflicts with these Terms, the separate agreement prevails for that Institution or contributor.

2. Definitions

Term	Meaning
Platform	Even Playground's websites, applications, dashboards, APIs, media services and related services.
Institution	A school, school governing body, club, academy, university, federation or event organiser using the Platform.
Athlete Record	Profile, participation, results, statistics, achievements, media tags and related data about an athlete.

Term	Meaning
User Content	Any data, text, photographs, video, documents or other material you submit to the Platform.
Platform Data	All data generated, compiled, structured or derived by the Platform, including statistics, rankings, verification records, metadata, aggregated and de-identified data, and the database as a whole.
Child	A person under 18, or the age of majority where the user lives if different.
Sensitive action	An action listed in clause 17.2 that requires acceptance of current legal documents.

3. Eligibility and accounts

- You must be at least 18 (or the age of majority where you live) to register in your own name.
- A Child may only use the Platform through a profile created by a parent, guardian or other competent person, or by an Institution that confirms it holds the required parental consent. **The parent or guardian accepts these Terms on the Child's behalf, is bound by them, and is responsible for the Child's use of the Platform.**
- A person who registers for an Institution confirms that he or she is authorised to bind that Institution.
- You must give accurate, current and complete information and keep it updated. You may not impersonate anyone or create an account for another person without authority.
- You are responsible for keeping your login details confidential and for all activity under your account. Tell us immediately at support@evenplayground.com (subject: "Security - urgent") if you suspect unauthorised access.

In plain terms: *Adults register themselves; parents or guardians register and take responsibility for children.*

4. Roles, permissions and authority

The Platform separates five things that are often confused: **ownership** (who owns content - clause 8), **access** (who can see it, set by role and privacy settings), **contribution** (who may add to it), **verification** (who may confirm it) and **consent** (who may authorise its use). Having one of these does not give you the others. For example, a coach who submits a result may contribute to an Athlete Record but does not own it, and an Institution may verify results without having authority to make a Child's profile public.

4.2 Scouts, recruiters and universities. Users who join the Verified network to discover athletes must pass our identity and organisation checks and must not contact a Child directly - only through the parent or guardian or the Child's Institution. **We may remove any scout or recruiter from the Verified network at our discretion**, and misuse of athlete information is a material breach of these Terms.

5. Institutions

An Institution using the Platform: (a) is the responsible party or controller for the records of its learners, members and staff that it uploads, and Even Playground acts as its operator or processor for those records; (b) **warrants that it has a lawful basis, and all consents from parents, guardians, athletes and staff, required to upload and process that information on the Platform**; (c) is responsible for the conduct of its staff, coaches and volunteers on the Platform; (d) remains responsible for supervising its own sporting activities and events; and (e) **maintains its own public liability and other insurance appropriate to its sporting activities**, as Even Playground's cover does not extend to Institutions' activities.

6. Acceptable use

You must not, and must not help anyone else to:

- submit false, manipulated or fabricated results, statistics, certificates, achievements or verification;
- harass, bully, threaten, exploit or discriminate against anyone, or share sexual, violent or hateful content;
- contact a Child through the Platform other than through channels the Platform provides for your authorised role, or attempt to move a Child into private communication;
- upload photographs or video of any person without the permissions required by law and by our Media rules;
- share another person's personal information without authority, or "dox" anyone;

- scrape, harvest, crawl or bulk-download Platform Data by automated means, or build a competing database from it;
- reverse engineer, decompile or attempt to extract source code, algorithms or models, except where the law expressly permits;
- probe, attack or bypass security, access controls or rate limits, or upload malicious code;
- use the Platform for any unlawful purpose or in breach of these Terms.

6.2 Reporting. Report unsafe content or behaviour with the Report button, or email support@evenplayground.com with the subject "Child safety - urgent". **We may remove content, restrict or suspend accounts during an investigation, and report conduct to Institutions, parents, guardians or the authorities** where we reasonably believe a Child or any person is at risk. We may keep records of reported content as evidence where the law allows.

7. Athlete Records, verification and disputes

Athlete Records may be contributed by athletes, parents, coaches, officials, Institutions, event organisers and media contributors, and each record displays its verification status as explained in the Global Privacy Notice. You may dispute a record through the correction process. **We may accept, reject, annotate, correct or remove records to protect the integrity of the Platform, and we may retain a record of any change.** Our decision on a disputed record is final for Platform purposes, subject to your rights under data protection law and your right to refer the matter to the relevant Institution or sporting body.

In plain terms: *Anyone authorised can add to a record, but records carry a verification label, and we have the final say on what the Platform displays.*

8. Ownership of content and data

8.1 Your content. You keep ownership of the User Content you submit. You grant Even Playground a worldwide, non-exclusive, royalty-free, transferable and sub-licensable (to our service providers and successors) licence to host, store, copy, format, adapt, display, distribute and otherwise use User Content to operate, secure, verify, improve and provide the Platform, and to create Platform Data from it.

8.2 Promotional use. We may use User Content to promote the Platform only with your permission. We will not use identifiable images of a Child for promotion without the separate consent of a parent or guardian.

8.3 Duration. The licence in clause 8.1 ends when you delete the User Content or close your account, except that it continues: (a) for content already shared with other users or incorporated into verified or official Athlete Records, for the retention periods in the Global Privacy Notice; (b) for backups until they are overwritten in the normal cycle; and (c) permanently for aggregated and de-identified data that no longer identifies you.

8.4 Platform Data and our property. Even Playground owns all right, title and interest in the Platform and in Platform Data, including the software, database structure and compilation, database rights, algorithms, models, scoring and ranking methods, statistics, verification records, metadata, aggregated and de-identified data, trade marks, branding, designs and documentation. Your ownership of your own User Content and your rights over your personal information under data protection law are not affected. We grant you a limited, personal, revocable, non-transferable licence to use the Platform, and to access and export your own information, in line with these Terms.

8.5 Feedback. If you send us ideas or suggestions, we may use them freely without obligation to you.

8.6 Your warranties. You confirm that you own or have all rights, licences and consents needed for the User Content you submit, including the consent of any person (and, for a Child, of the parent or guardian) who appears in photographs or video, and that our use of it under these Terms will not infringe anyone's rights.

In plain terms: *Your photos and uploads stay yours, but we can use them to run the Platform. The Platform, its database and the statistics it produces belong to Even Playground. Your privacy rights are unaffected.*

9. Media contributors

Media contributors who photograph or film fixtures must also accept our Media Contributor Terms, which set out the per-upload and per-verified-tag fees, the wallet ledger and payment rules. Contributors must follow venue, Institution and event rules and obtain the permissions required by law. **We may withhold, reverse or set off fees for content**

that is inaccurate, infringing, unlawful, fraudulently tagged or removed after a valid complaint.

10. Fees and payments

Some features are paid. Prices, billing periods and payment terms are shown before you buy, and are payable in advance unless stated otherwise. Payments are processed by our payment provider. Except where the law requires otherwise, fees are non-refundable. Where the Electronic Communications and Transactions Act, 2002 gives a South African consumer a cooling-off right, or other consumer law gives you a cancellation right, you may exercise it as that law provides. We may change prices on at least 30 days' notice; the change applies from your next billing period.

11. Communications

You agree that we may send you service messages about your account, fixtures, results, verification, security and legal changes by email, SMS, push notification or in-app message. Marketing messages are governed by your choices under the Global Privacy Notice.

12. Changes to the Platform and future features

We may add, change, suspend or remove features at any time. Features described as beta, pilot or future - including AI analysis, performance prediction, wearable integration and blockchain verification - are provided without any commitment that they will be released, and are subject to the data protection safeguards in the Global Privacy Notice. We will not record personal information on a public blockchain without a separate legal assessment and your specific consent.

13. Suspension and termination

You may close your account at any time in the app. **We may suspend, restrict or terminate your account, with or without notice, if you breach these Terms, if required by law or a lawful order, or if your use creates a risk to a Child, other users, the Platform or Even Playground.** Where reasonable and lawful, we will tell you why. On termination, your licence to use the Platform ends; clauses 7, 8, 13, 14, 15 and 18 to 20 survive.

14. Sport participation, outcomes and disclaimers

RISK AND DISCLAIMER NOTICE

Even Playground does not organise, supervise, coach or control any sporting activity, training session, fixture or event, and is not responsible for the physical safety of participants. Institutions, clubs, coaches and event organisers are responsible for their activities. Sport carries a risk of injury, which participants and, for Children, their parents or guardians accept independently of the Platform.

Statistics, rankings, predictions and verification labels do not guarantee selection, scholarships, recruitment, professional contracts, employment or any sporting outcome.

To the extent permitted by law, the Platform is provided "as is" and "as available", without warranties that it will be uninterrupted, error-free or that information supplied by third parties is accurate.

15. Limitation of liability and indemnity

Our liability to you is limited, and you indemnify Even Playground against certain claims, as set out in full in the Indemnity and Limitation of Liability Agreement (legal.indemnity_version), which forms part of these Terms. Nothing in these Terms limits liability that cannot be limited by law, including liability for fraud, gross negligence or intentional misconduct, or rights you have under consumer protection or data protection law that cannot be waived.

16. Third-party services

The Platform may link to or integrate third-party services (for example, payment, streaming or wearable providers). Their terms and privacy notices apply to your use of them, and we are not responsible for them.

17. Changes to these Terms and re-consent

17.1 We may update these Terms. Each update is published under a new version number and effective date at https://evenplayground.com/legal. Where the law requires, we will also notify you in advance by email or in-app message.

17.2 When a new version of these Terms or of any document they incorporate is published, you will be asked to accept it before your next sensitive action: making a payment or subscription change; submitting or uploading personal information; updating your profile; creating or linking a Child's profile; uploading or tagging media; changing profile visibility; exporting data; or linking a new Institution or device. Until you accept, those actions are unavailable, but you may still view your information, exercise your privacy rights and close your account.

17.3 Each acceptance is recorded as a new, time-stamped consent record. Earlier records are retained as an audit trail and are not overwritten. If you do not agree to an updated version, you may close your account.

18. Governing law and disputes

These Terms are governed by the laws of the Republic of South Africa. Before starting formal proceedings, the parties will try to resolve any dispute in good faith for 30 days after written notice to support@evenplayground.com. **Subject to the next sentence, the High Court of South Africa, Gauteng Division, Johannesburg (or a Magistrate's Court with jurisdiction) has exclusive jurisdiction.** If you are a consumer living outside South Africa, you also keep the protection of the mandatory laws of your country of residence and may bring proceedings in your local courts where those laws allow. Disputes with Institutions may instead be referred to arbitration if their Institution agreement says so.

19. General

- **Assignment.** We may transfer our rights and obligations under these Terms, including in a merger, acquisition or sale of assets. You may not transfer yours without our written consent.
- **Severability.** If any provision is found invalid or unenforceable, it is limited to the minimum extent necessary and the rest remains in force.
- **No waiver.** Our failure to enforce a right is not a waiver of it.
- **Force majeure.** We are not liable for delays or failures caused by events beyond our reasonable control, including load-shedding and power outages, network failures, natural disasters and acts of government.
- **Entire agreement.** These Terms and the documents they incorporate are the entire agreement between you and us about the Platform.
- **Language.** These Terms are written in English. If they are translated, the English version prevails to the extent the law allows.
- **Supplier information.** Even Playground is operated by Even Playground (Pty) Ltd, registration number 2022/584666/07, 191 Leeuwpoort Street, Boksburg, Gauteng, 1459, South Africa; email support@evenplayground.com. Further information required by section 43 of the Electronic Communications and Transactions Act is published at https://evenplayground.com/legal.

20. Contact

Purpose of your request	Channel
Privacy, data protection and data subject rights (all countries)	support@evenplayground.com (subject: "Privacy request") - or in-app: Profile > Privacy & Data > Make a request
Information Officer (South Africa - POPIA and PAIA)	Ukho Handula, Information Officer - support@evenplayground.com
Deputy Information Officer	Tshegofatso Chochi, Deputy Information Officer - support@evenplayground.com
Legal notices, terms and indemnity queries, institutional contracts	support@evenplayground.com (subject: "Legal notice")
Security incidents and vulnerability reports	support@evenplayground.com (subject: "Security - urgent")

Purpose of your request	Channel
EU representative (GDPR Art. 27) and UK representative (UK GDPR Art. 27)	Not yet appointed. Until an EU and a UK representative are appointed and named in a new version of this document, EU/EEA and UK data subjects and supervisory authorities may contact our Information Officer directly at support@evenplayground.com (subject line: "GDPR request"), and every such request is handled under the GDPR or UK GDPR.
Postal and registered address	Even Playground (Pty) Ltd, 191 Leeuwpoort Street, Boksburg, Gauteng, 1459, South Africa

These contact details are kept up to date on our Legal page at https://evenplayground.com/legal. If the website differs from this document, the website is current and prevails. Please tell us which country you live in so that we apply the right law to your request.

Document control and version history

Version	Effective date	Summary of change	Re-consent required
1.0	23 September 2026	First global release of the Terms of Service.	Yes - all users, before their next sensitive action

The version of this document is stored in the platform configuration key **legal.terms_version**. Any change to this document, however small, is published under a new version number, and publishing a new version triggers the re-consent workflow described in this document.