

Disclaimer

Last updated August 06, 2024

General Information Disclaimer

The information provided by Rally Portal LLC ("**Rally**," "**we**," "**us**," or "**our**") on the Rally platform (the "Platform") is for general informational purposes only. All information on the Platform is provided in good faith; however, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Platform. Under no circumstance shall we have any liability to you for any loss or damage of any kind incurred as a result of the use of the Platform or reliance on any information provided on the Platform. Your use of the Platform and your reliance on any information on the Platform is solely at your own risk.

External Links Disclaimer

The Platform may contain (or you may be sent through the Platform) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, or completeness by us. We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the Platform or any website or feature linked in any banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

Fitness Disclaimer

The Platform offers health, fitness, and nutritional information, including, without limitation, advice and recommendations provided by coaches. This information is provided solely for general educational and informational purposes. The use of any information provided on this Platform is solely at your own risk.

Before beginning any fitness program or diet, consult your physician or other qualified health care professional to determine if the fitness program or diet is suitable for your needs. Do not start a fitness program or diet if your physician or health care provider advises against it. If you experience faintness, dizziness, pain, or shortness of breath at any time while exercising, you should stop immediately.

Rally Portal LLC does not warrant or assume any liability or responsibility for the advice, recommendations, or actions of any coaches on the Platform. The coaches are independent professionals and not employees of Rally. Therefore, any harm, injury, or damage resulting from following the advice or recommendations of any coach is solely your responsibility and not that of Rally. Always exercise caution and use your own best judgment when following any fitness or health advice.

Testimonials Disclaimer

The Platform may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. Your individual results may vary. The testimonials on the Platform are submitted in various forms such as text, audio, and/or video, and are reviewed by us before being posted. They appear on the Platform verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

Agreement for Coaches

This Agreement ("Agreement") is entered into as of the date of electronic acceptance by and between Rally Portal LLC, doing business as Rally ("Company"), and the individual coach ("Coach") who registers to use the Rally platform.

Parties:

- **Rally Portal LLC:** A limited liability company registered and existing under the laws of the United Arab Emirates, with its principal office located at M1112, 11th floor, Grosvenor Business Tower, Barsha Heights, Dubai, UAE. Email: support@rallysports.ae.
- **Coach:** [Coach's Full Name], residing at [Coach's Address] with email ID (Coach Email). Identified by (Emirates ID/ Passport Number) valid till (Date).

By signing up on the app, You agree to be bound by the following terms and conditions:

1. Definitions

- **"Company":** Rally Portal LLC, doing business as Rally.
- **"Platform":** The Rally mobile application and related services provided by the Company, through which sports coaching services are facilitated.
- **"You":** The individual providing sports coaching services through the Platform.
- **"User":** The individual utilizing the Platform to book coaching services.
- **"Services":** The sports coaching services provided by You to the Users through the Platform.

2. Onboarding Process

You must complete the following steps to onboard onto the Platform:

- **Registration:** Users must create an account on the Rally application by providing necessary personal details including your full name, email address, contact number, and uploading a recent photograph.
- **Verification:** Submit identity verification documents including a valid Emirates ID and passport. Rally Portal LLC will validate this information.
- **Face Verification:** Complete a face verification process to ensure identity authenticity.
- **Certifications:** Submit your professional qualifications and certifications for review and verification by the Company. Out of the 2 spaces, leave one space for uploading your license to coach in the UAE.
- **License Compliance:** Ensure possession of the appropriate coaching licenses mandated by local laws.
- **Profile Setup:** Finalize your profile by providing detailed information about your availability, pricing structures, and the venues where coaching will take place.
- **Bank Account Details:** Provide your bank account information to receive payouts. Ensure the bank account name matches the name used on the Rally app.
- **Company Registration:** If you are employed by a company and registering on behalf of the company, you must send the trade licenses, certifications, and bank details of the company instead of your personal documentation.

3. Obligations of Coach

a. Professional Conduct

- Exhibit the highest level of professionalism and courtesy while interacting with Users on the Platform.
- Provide accurate and truthful information regarding your qualifications, availability, and services offered. Misrepresentation or falsification of information is strictly prohibited.
- Ensure compliance with all relevant local laws and regulations governing coaching services.
- Conduct all communications with Users through the Rally Platform. External communication is strictly prohibited.
- All payment transactions with Rally customers must be conducted through the Rally Platform. Engaging in out-of-platform transactions is strictly prohibited and your account may be blocked if reported.

- In cases of misconduct with Users, Users have the right to take legal action against You.

b. Service Delivery

- Deliver coaching sessions as scheduled through the Platform.
- Document the expectations of the player for each coaching session. Ensure these expectations are clear and agreed upon by both parties before the session begins.
- Define and clearly communicate what constitutes the completion of a coaching session in terms of delivery. This includes the duration, objectives, and outcomes expected from the session.
- Provision of the venue for coaching sessions is expected to be managed by the Coach. Ensure the venue is suitable, safe, and conducive to the coaching activities.
- Arrive on time for all coaching sessions and be fully prepared to deliver the session.
- Behave professionally and respectfully, especially concerning gender and minors. Ensure compliance with all relevant laws and guidelines regarding interactions with minors and gender sensitivity.
- From providing the facility and ensuring it's booked to showing up on time, finishing the hours, and ensuring customer satisfaction is all the Coach's responsibility.
- Promptly communicate any changes or cancellations to the Users and provide reasonable notice and alternative arrangements.

c. Compliance

- Adhere to all policies and guidelines provided by the Company.
- Report any violations of Platform policies or guidelines immediately to the Company.

4. Payment and Withdrawal

a. Payment Schedule

- Payments will be processed twice a month, on the 1st and 15th of each month.
- Payments will only be made if you have accumulated a minimum of 100 AED. If earnings are below this threshold, the payment will be rolled over to the next scheduled payment date.

b. Payment Clearance Period

- There will be a mandatory payment clearance period of seven (7) days. For instance, if a coaching session takes place on the 13th of a month, the payment for that session will be cleared on the 20th of the same month. The cleared payment will then be transferred to your bank account on the 1st of the following month. This period allows for the resolution of any potential disputes or issues that may arise regarding the session.
- **Billing Cycle 1: 8th to 23rd** of the month & **Billing Cycle 2: 24th to 7th** of the following month
- This means: Payments received between the 8th and 23rd will be included in the payout on the 1st of the following month. Payments received between the 24th and 7th will be included in the payout on the 15th of the same month.

5. Commission & Offers

You will receive a percentage of the payment for your services, while the Company retains a commission. The commission structure is as follows:

- **Commission Structure:** Rally does not take any commission at the moment, and hundred per cent (100%) of earnings go directly to you. Only during this time, Rally will pay-out 100% minus the third-party transaction fee.
- **Free Group Class:** Rally allows users (players) to book one free group class as part of boosting a coach's profile. Users will be entitled to only one group class per person. Rally will not be paying out the Coach (You) for this free trial.
- **Future Changes:** Rally reserves the right to change the commission structure in the future. You will be notified of any changes, and you have the right to disagree and terminate your agreement with us if you do not accept the new terms.
- **Minimum Offer:** If Coaches are responding to request sessions and putting an offer, the minimum offer should be at least AED 50 per person.
- **Absorption of Discounts:** Any other offers and discount codes put on the Rally app will be absorbed by Rally. Coaches can reach out to Rally and come to a mutual agreement for specific marketing and discount codes to boost their profile.

6. Chargeback Protection

Chargeback refers to a transaction reversal initiated by the User's bank. The Company has implemented measures to protect You from undue financial losses due to chargebacks:

- **Investigation Process:** In the event of a chargeback, the Company will conduct a thorough investigation to determine the legitimacy of the User's claim. This includes reviewing session records, communications between You and the User, and any other relevant evidence.
- **Bank's Decision:** Despite the Company's efforts to mediate and resolve chargeback disputes, the final decision ultimately rests with the User's bank. The Company will abide by the bank's determination regarding the chargeback.
- **Communication:** You will be informed promptly about any chargeback claims and the status of the investigation. Cooperation with the Company during the investigation process is essential to ensure a fair resolution.

7. Dispute Resolution

Disputes between You and Users will be managed through a structured resolution process to ensure fairness and satisfaction for both parties:

- **Initial Resolution:** You and Users are encouraged to resolve any disputes directly through the Platform's messaging feature. This initial step aims to facilitate direct communication and quick resolution of issues.
- **Escalation to Company:** If a dispute cannot be resolved between the parties, either party may escalate the issue to the Company by contacting Rally support.
- **Company Mediation:** Upon receiving a dispute, the Company will review the case and provide a resolution within seven (7) days from the date the dispute was raised. The Company's decision will be final and binding.
- **Disputed Payments:** All payments for coaching sessions are processed through the Rally application, utilizing the payment processor Stripe. Disputed amounts will be withheld until the dispute is resolved through the Company's mediation process.

8. Subscription and Cancellation

a. Subscription Benefits:

- With a subscription, you will get additional benefits, including the ability to coach more sports and reach a wider audience through the Platform.
- You will gain access to enhanced promotional features and analytics tools to improve your coaching services and user engagement.

b. Subscription Cancellation:

- You may cancel your subscription at any time through the Platform's subscription management feature.
- Cancellation of the subscription will take effect at the end of the current billing cycle. No partial refunds will be provided for the remaining period of the subscription cycle.

9. Rating System

The Platform employs a rating system to maintain service quality and provide Users with valuable feedback:

- **Rating System:** Users have the ability to rate you on a scale of one (1) to five (5) stars. Additionally, Users can provide comments and feedback on their coaching experience. Users can rate you anonymously.
- **Impact of Ratings:** Ratings will be publicly visible on your profile and will influence your reputation on the Platform. High ratings can lead to increased visibility and more bookings, while consistently low ratings may result in further review or potential termination of your account.
- **User Review Policy:** You cannot force or coerce Users to leave a review or change their review. All reviews must be voluntary and reflect the User's genuine experience.

10. Miscellaneous

a. Compliance:

- You must comply with all applicable UAE regulations and the Platform's internal policies to ensure legal and operational compliance.

b. Security Measures:

- The Company employs robust security measures to protect the personal and financial information of both Coaches and Users.

c. Marketing and Promotion:

- The Company may use your profile information, including ratings and feedback, for marketing and promotional purposes to attract more Users to the Platform.

d. Customer Support:

- The Company provides customer support services to assist You with any issues or queries. You can contact support via email at support@rallysports.ae.

11. Grounds for Immediate Termination

You acknowledge and agree that the Company reserves the right to immediately terminate your account and ban you from the Platform without prior notice in the following situations:

a. Illegal Coaching Practices:

- If you are found to be coaching without the appropriate and valid licenses as mandated by local laws and regulations.

b. Repeated Absenteeism:

- If you fail to show up for multiple scheduled coaching sessions without providing adequate notice or reasonable explanation.

c. Serious Complaints:

- If multiple serious complaints are raised against you by Users, including but not limited to misconduct, unprofessional behavior, or violation of Platform policies.

d. Posting Inappropriate or Illegal Content:

- If you are found to have posted, shared, or distributed any inappropriate, offensive, or illegal content through the Platform or during your coaching sessions.

e. Engagement in External Transactions:

- If you engage in payment transactions with Rally customers outside the Rally Platform, which is strictly prohibited.

f. Non-Compliance with Policies:

- If you fail to adhere to the Company's policies and guidelines or violate any terms outlined in this Agreement.

g. Endangering Users or Violating Safety Guidelines:

- If you are found to endanger the safety of Users, fail to provide a safe environment for coaching sessions, or violate any health and safety guidelines.

In any of these cases, your account may be terminated without notice, and any pending payments may be withheld pending investigation. The Company also reserves the right to take legal action if necessary.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the DIFC courts of Dubai, UAE.

By accepting to the terms of service on the Rally App, the Coach has agreed to this contract.