

TERMS OF SERVICE

Last updated August 12, 2024

AGREEMENT TO OUR LEGAL TERMS

We are Rally Portal LLC, doing business as Rally ('**Company**', '**we**', '**us**', or '**our**'), a company registered in the United Arab Emirates at M1112, 11th floor, Grosvenor Business Tower, Barsha Heights, Dubai.

We operate the website <https://rallysports.ae> (the '**Site**'), the mobile application **Rally** (the '**App**'), as well as any other related products and services that refer or link to these legal terms (the '**Legal Terms**') (collectively, the '**Services**').

You can contact us by email at support@rallysports.ae or by mail to **M1112, 11th floor, Grosvenor Business Tower, Barsha Heights, Dubai, United Arab Emirates**.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('**you**'), and Rally Portal LLC, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the 'Last updated' date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to

periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United Arab Emirates and around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the ['PROHIBITED ACTIVITIES'](#) section below, we grant you a non-exclusive, non-transferable, revocable licence to:

- access the Services; and

- download or print a copy of any portion of the Content to which you have properly gained access.

solely for your personal, non-commercial use.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to:

support@rallysports.ae. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the '[PROHIBITED ACTIVITIES](#)' section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ('Contributions'). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services and possibly through third-party websites.

When you post Contributions, you grant us a licence (including use of your name, trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licences granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This licence includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our ['PROHIBITED ACTIVITIES'](#) and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;

- to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licences to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

Copyright infringement

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the '[COPYRIGHT INFRINGEMENTS](#)' section below.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not under the age of 13; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (6) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use

the Services for any illegal or unauthorised purpose; and (8) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. BOOKING AND PAYMENT TERMS

1. Booking Process

- **Registration:** To book a coaching session, you must first create an account on the Rally platform by providing the required personal information and completing the registration process.
- **Selection of Coach:** Browse and select a coach based on their profile, availability, and services offered.
- **Scheduling:** Choose an available time slot that suits your schedule. The selected time slot will be held for a short period to allow for payment processing.
- **Payment:** Complete the booking by paying for the session through the Rally platform. All payments are processed securely using Stripe, our payment gateway. Out-of-platform payments are strictly prohibited.

2. Payment Terms

- **Payment Methods:** Payments must be made using the payment methods provided on the platform, which are securely processed through Stripe.
- **Payment Confirmation:** Once the payment is processed, you will receive a payment confirmation via email. This confirmation will include the details of the transaction.

- **Payment Security:** Stripe handles all transactions and ensures your payment information is securely processed and stored. Rally does not store any sensitive payment information on its servers.
- **Payment Schedule:** Payments for sessions are charged at the time of booking. The amount will be debited from your account once the booking is confirmed.

3. Confirmation and Notifications

- **Booking Confirmation:** Once the payment is processed, you will receive a booking confirmation via email and/or SMS. This confirmation will include the details of the session, such as the date, time, location (if applicable), and coach information.
- **Reminder Notifications:** You will receive reminder notifications prior to the session to ensure you are prepared and aware of the upcoming appointment.

4. Cancellations and Rescheduling

- **User-Initiated Cancellations:** You may cancel a booked session within the time frame specified in the cancellation policy. Any cancellations made outside of this time frame may incur a cancellation fee.
- **Rescheduling:** You may reschedule a session within the allowed rescheduling period specified in the coach's profile. Rescheduling requests made outside of this period may not be accommodated and may be treated as a cancellation.
- **Coach-Initiated Cancellations:** In the event that a coach needs to cancel a session, you will be notified promptly and provided with options to reschedule or receive a refund.

5. Refunds

- **Eligibility:** Refunds are subject to the cancellation policy. If you cancel a session within the allowed time frame, you may be eligible for a full or partial refund. Refunds for sessions canceled outside of the allowed time frame will be at the discretion of Rally.
- **Processing:** Refunds will be processed through the original payment method used for the booking via Stripe. The processing time for refunds may vary depending on the payment provider.

6. Conduct and Responsibility

- **Timeliness:** Users are expected to arrive on time for their scheduled sessions. Late arrivals may result in a shortened session duration or cancellation without refund.
- **Code of Conduct:** Users must adhere to the Rally platform's code of conduct and respect the coach's rules and guidelines during the session. Failure to comply may result in termination of the session and potential suspension of your Rally account.
- **Liability:** Rally is not responsible for any personal injuries or damages that occur during the coaching session. Users participate at their own risk and should take appropriate precautions to ensure their safety.

6. SUBSCRIPTIONS

1. Subscription Benefits

- **Enhanced Features:** Subscribing to the Rally platform provides you with access to enhanced statistical data and analytics about your sports performance and activity. These insights can help you track your progress, identify areas for improvement, and optimize your training regimen.

2. Subscription Plans

- **Plan Options:** Rally offers various subscription plans to suit different needs and budgets. Detailed information about the available plans, including pricing and features, can be found on the Rally platform.
- **Billing Cycle:** Subscriptions are billed on a monthly or annual basis, depending on the plan you choose. The billing cycle begins on the date of subscription activation.

3. Payment

- **Payment Methods:** Subscription payments are processed securely through Stripe, our payment gateway. Accepted payment methods include credit cards and other payment options as provided on the platform.
- **Automatic Renewal:** Rally's subscription services renew automatically based on the plan chosen by the user. For a monthly plan, the renewal takes place exactly every month from the initial payment date. Similarly, for a yearly plan, the renewal occurs every year from the initial payment date. The user will be charged the subscription fee at

the time of renewal using the payment method on the app, unless the subscription is cancelled before the renewal date.

4. Cancellation

- **User-Initiated Cancellation:** You may cancel your subscription at any time through the Rally platform's subscription management feature. Cancellation will take effect at the end of the current billing cycle, and you will continue to have access to subscription benefits until then. No partial refunds will be provided for the remaining period of the subscription cycle.
- **Non-Renewal:** If you do not wish to renew your subscription, you must cancel before the renewal date to avoid being charged for the next billing cycle.

5. Refunds

- **Eligibility:** Refunds for subscriptions are generally not provided. Exceptions may be made at the discretion of Rally in cases of accidental subscription or other special circumstances.
- **Processing:** Any approved refunds will be processed through the original payment method used for the subscription via Stripe. The processing time for refunds may vary depending on the payment provider.

6. Changes to Subscription Plans

- **Modifications:** Rally reserves the right to modify subscription plans, including pricing and features. Subscribers will be notified of any changes in advance.
- **Opt-Out Option:** If you do not agree with the changes to the subscription plan, you have the option to cancel your subscription before the changes take effect.

7. PRICES AND PAYMENTS

Please review our Booking Refund and Cancellation Policy posted on the Services prior to making any booking. Rally reserves the right to update their subscription fees at any time and will provide the Client notice of any fee changes before they become effective.

The prices displayed on the App are the final ones, in AED and include taxes, except that due to legal requirements, especially in relation to VAT, a different issue is indicated and applied.

In no case will the App add additional costs to the price of a service automatically, but only those that the User has selected and chosen voluntarily and freely.

Rally uses all means to guarantee the confidentiality and security of the payment data transmitted by the User during transactions through the App.

Credit cards will be subject to checks and authorizations by the bank issuing the same, if that entity does not authorize payment, Rally will not be responsible for any delay or failure to deliver and may not enter into any contract with the User.

8. BOOKING REFUND AND CANCELLATION POLICY

In cases where the User purchases products on or through the owner's App, they are assisted by a series of rights, as listed and described below:

Right of Cancellation

To exercise the right of withdrawal, the User must notify Rally of their decision. This can be done through the designated contact spaces within the App or directly through the App's features.

The User must clearly and unequivocally express their intention to withdraw from the purchase or service contract.

To meet the withdrawal deadline, it is sufficient for the User to cancel the chosen service from the App's features.

In case of withdrawal, Rally will reimburse the User for all payments received, without undue delay and, in any case, no later than 14 calendar days from the date on which Rally is informed of the User's decision to cancel. Rally will process the refund using the same payment method the User used for the initial transaction, and no additional costs will be incurred by the User for the refund apart from the transaction charges.

For services contracted through the App, the User can cancel or terminate the contract via the calendar in case of bookings and subscription settings in case of subscriptions within the App. However, the right of withdrawal will not apply if the service has been fully executed or if it has begun with the User's express consent. The User acknowledges that once Rally has fully executed the contract, they will lose the right of withdrawal.

Please review our Booking Refund and Cancellation Policy posted on the Services prior to making any booking. https://rallysports.ae/admin/uploads/767caf817946e5f0_Rally_Booking_Cancellation_and_Refund_Policy.pdf

9. PROHIBITED ACTIVITIES

As a user of the Rally platform, you are expected to adhere to a code of conduct that promotes a safe, respectful, and lawful environment. The following activities are strictly prohibited:

a. Unlawful Activities:

- Engaging in any activity that violates local, state, national, or international laws or regulations.
- Using the platform to commit fraud, theft, or any other illegal activity.

b. Misrepresentation:

- Providing false, misleading, or inaccurate information during registration or in your profile.
- Impersonating any person or entity or falsely claiming an affiliation with any person or entity.

c. Harassment and Abuse:

- Engaging in any form of harassment, abuse, or discriminatory behavior towards other users, coaches, or Rally staff.
- Sending unsolicited or inappropriate messages to other users or coaches.

d. Unauthorized Transactions:

- Conducting any payment transactions outside the Rally platform. All payments must be processed through the Rally platform using the provided payment methods.
- Soliciting or accepting payments directly from users or coaches in violation of platform policies.

e. Privacy Violations:

- Collecting, storing, or sharing personal information of other users without their explicit consent.
- Invading the privacy of other users by recording or sharing sessions without permission.

f. Platform Misuse:

- Using the platform for any purpose other than those explicitly intended by Rally.
- Attempting to interfere with, disrupt, or manipulate the platform's operations or security features.

g. Intellectual Property Infringement:

- Using, reproducing, or distributing any content, materials, or trademarks without proper authorization or in violation of intellectual property rights.

h. Spamming and Phishing:

- Sending unsolicited promotional materials, junk mail, spam, chain letters, or pyramid schemes.
- Attempting to obtain sensitive information such as usernames, passwords, or financial information through deceptive means.

i. Harmful Activities:

- Uploading or distributing any viruses, malware, or other harmful code.
- Engaging in activities that could harm the platform, its users, or the services provided by Rally.

j. Content Restrictions:

- Posting, uploading, or sharing any content that is offensive, defamatory, obscene, pornographic, or otherwise inappropriate.
- Sharing content that promotes violence, hate speech, or any illegal activity.

Enforcement and Consequences

- **Monitoring:** Rally reserves the right to monitor user activities on the platform to ensure compliance with these prohibited activities.
- **Actions:** Violation of these terms may result in actions including, but not limited to, warnings, suspension, or termination of your account, and legal action if necessary.
- **Reporting:** Users are encouraged to report any prohibited activities or violations of these terms to Rally support at support@rallysports.ae.

10. USER GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, 'Contributions'). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.

- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

11. CONTRIBUTION LICENCE

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display,

reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicences of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorise any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

12. GUIDELINES FOR REVIEWS

1. Review System

Both users and coaches on the Rally platform have the opportunity to review each other on a scale of 1 to 5 stars. This review system is designed to ensure transparency, accountability, and continuous improvement of services provided on the platform.

2. General Guidelines for Reviews

a. Honesty and Fairness:

- Provide honest and fair feedback based on your actual experience.
- Avoid exaggeration or misrepresentation of events or interactions.

b. Constructive Feedback:

- Focus on providing constructive feedback that can help others improve. Highlight what was done well and suggest areas for improvement.
- Be specific about your experiences, citing particular instances or behaviors that influenced your rating.

c. Respect and Professionalism:

- Use respectful and professional language. Avoid offensive, discriminatory, or inappropriate remarks.
- Do not use reviews as a platform for personal attacks or to vent frustrations unrelated to the coaching session or user interaction.

d. Relevance:

- Ensure your review is relevant to the coaching session or interaction you are reviewing. Irrelevant comments or off-topic feedback are not helpful and may be removed.
- Avoid mentioning sensitive personal information about yourself or others in the review.

e. Confidentiality:

- Do not disclose private or sensitive information about the coach, user, or any third parties.
- Respect the privacy of others while sharing your feedback.

3. Review Process

a. Users Reviewing Coaches:

- Users can rate coaches based on their overall experience, professionalism, punctuality, and the effectiveness of the coaching session.

- Reviews should be submitted promptly after the coaching session to ensure accuracy and relevance.

b. Coaches Reviewing Users:

- Coaches can rate users based on their punctuality, preparedness, and overall conduct during the coaching session.
- Reviews should reflect the coach's genuine experience with the user and be submitted shortly after the session.

4. Handling Negative Reviews

a. Constructive Criticism:

- Negative reviews should be constructive, offering specific feedback on how the experience could have been better.
- Avoid using negative reviews to vent or make unfounded accusations.

b. Response to Reviews:

- Both users and coaches have the opportunity to respond to reviews. Use this feature to address any misunderstandings or to provide additional context.
- Responses should be respectful and professional, aiming to resolve any issues or clarify any points of contention.

5. Review Integrity

- Rally reserves the right to remove reviews that violate these guidelines or are found to be fraudulent, misleading, or inappropriate.
- Consistently low ratings or reports of inappropriate behavior may result in further review and potential action, including suspension or termination of your account.

13. MOBILE APPLICATION LICENCE

Use Licence

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Legal Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an 'App Distributor') to access the Services: (1) the licence granted to you for our App is limited to a non-transferable licence to use the application on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application licence contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with

respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a 'terrorist supporting' country and (ii) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g. if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application licence contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application licence contained in these Legal Terms against you as a third-party beneficiary thereof.

14. SOCIAL MEDIA

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a 'Third-Party Account') by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the 'Social Network Content') so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content

may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

15. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Site or App) links to other websites ('Third-Party Websites') as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ('Third-Party Content'). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer

govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

16. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

17. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy:

https://rallysports.ae/admin/uploads/6166024583148c7a_Rally%20PRIVACY%20POLICY.pdf .

By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United Arab Emirates. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Arab Emirates, then through your continued use of the Services, you are transferring

your data to the United Arab Emirates, and you expressly consent to have your data transferred to and processed in the United Arab Emirates. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. If we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Services as quickly as is reasonably practical.

18. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a 'Notification'). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

19. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third

party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

20. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

21. GOVERNING LAW

These Legal Terms shall be governed by and defined following the laws of the United Arab Emirates. Rally Portal LLC and yourself irrevocably consent that the courts of the United Arab Emirates shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

22. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a 'Dispute' and collectively, the 'Disputes') brought by either you or us

(individually, a 'Party' and collectively, the 'Parties'), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising out of or in connection with these Legal Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the courts of the UAE, which, as a result of referring to it, is considered as the part of this clause. The number of arbitrators shall be three (3). The seat, or legal place, or arbitration shall be Dubai, United Arab Emirates. The language of the proceedings shall be English. The governing law of these Legal Terms shall be substantive law of the United Arab Emirates.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

23. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

24. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY

ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

25. LIMITATIONS OF LIABILITY

To the fullest extent permitted by applicable law, Rally Portal LLC and its affiliates, officers, directors, employees, agents, licensors, and service providers shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the Rally platform.
- Any conduct or content of any third party on the platform, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties.
- Any content obtained from the platform.
- Unauthorized access, use, or alteration of your transmissions or content.

Maximum Liability

In no event shall the Company's total liability to you for all claims arising out of or relating to these terms or your use of the platform exceed the amount you have paid to the Company in the six (6) months prior to the event giving rise to the liability, or the amount paid by the user for the specific service or subscription, whichever is lower.

26. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are

required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

27. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

28. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

29. SMS TEXT MESSAGING

Opting Out

If at any time you wish to stop receiving SMS messages from us, simply reply to the text with "STOP." You may receive an SMS message confirming your opt out.

Message and Data Rates

Please be aware that message and data rates may apply to any SMS messages sent or received. The rates are determined by your carrier and the specifics of your mobile plan.

Support

If you have any questions or need assistance regarding our SMS communications, please email us at support@rallysports.ae.

30. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

30. COACH CONTRACT

By accepting these terms and conditions, if you are a coach utilising Rally's services, you are agreeing to the Coach Contract, that can be accessed via

http://rallysports.ae/admin/uploads/a79d9d6bd4e96fef_Rally%20Disclaimer%20w%20coaches.pdf

31. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Rally Portal LLC

M1112, 11th floor, Grosvenor Business Tower

Barsha Heights, Dubai

United Arab Emirates

support@rallysports.ae