

# Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Welcome to Mysportsclub. This website (“mysportsclub.co.in”) and Mysportsclub mobile app owned by DigiTrack sports Pvt Ltd, which provides the service. By providing your personal details, browsing, or using the Service (by clicking and checking the box on the mysportsclub.co.in site), you agree to be bound by this terms of service and any of the related policies or guidelines, including any subsequent changes or modifications to them. If you do not agree to these terms of service or cannot comply with the Agreements, then you may not access the Mysportsclub Service. Please also visit our Privacy Policy Section for information explaining how we collect information and use it.

## **1- Changes to the Agreement-**

Occasionally we may update the Agreements in the future for valid reasons, such as improving or adding the existing functions or features to the Service, implementing advancements in science and technology, and reasonable technical adjustments to the Service. We do not guarantee or warrant that our site, or any content on it, will be free from errors or omissions. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **2- About our service-**

Here’s some information on how you can enjoy our services.

You can find a description of our Service option on our website, and we will explain how this Service option works when you schedule a demo with us. You will be required to visit our website or contact us through [sales@mysportsclub.co.in](mailto:sales@mysportsclub.co.in) and then our team will respond to you. Any sports organisation or sports club that has access can use our services, if you do not so qualify, do not use the Site or Service.

Mysportsclub service that does not require payment is currently referred to as the "Free Trials." Another option requires payment before you can access them (the "Paid Subscriptions"). We may also offer special promotional plans, or services from time to time. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time following these Terms.

**2.1 Minimum Age-** Mysportsclub is a free website and you must be 18 years of age or over to register as a user of Mysportsclub or to use the Site and Service.

**2.2 Account Registration.** To create an account you must register for our Services using your phone number. You agree to receive text messages with verification codes to register for our Services.

**2.3 Privacy of user data.** Your privacy is very important and we take it seriously. Mysportsclub does not sell, rent or monetise your personal data or content in any way – ever. We practice appropriate data security and privacy protection measures to protect user data. We will not use or share your personal information with anyone.

Please read our Privacy Policy to understand how we safeguard the information you provide when using our Services.

**2.4 Software.** To enable new features and enhanced functionality, you consent to downloading and installing updates for our mobile application Services and the web application will get automatically updated.

**2.5 Fees and Taxes.** You are responsible for the subscription fees and the taxes associated with the service as per the government regulation. No hidden charges will be imposed or bear by you.

**2.6 Trails-** If you have enrolled for a trial version then all the terms mentioned above will apply to you except fees and taxes provided for the service.

### **3- Billing and Cancellation**

**3.1 Billing Cycle-** The fee for the Mysportsclub service and any other charges such as taxes and possible transaction fees, will be charged to your Payment Method on the specific payment date indicated on the "Account" page. The length of your billing cycle will be one month of service or depend on the day when you signed up for the service and till the end of the month. Visit our website and click on the "Billing details" link on the "Account" page to see your next payment date. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it for up to approximately one month of service as soon as you register.

**3.2 Payment Methods.** To use the Mysportsclub service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated with your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

**3.3 Updating your Payment Methods.** You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using the information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

**3.4 Cancellation.** You can cancel your Mysportsclub membership at any time, and you will continue to have access to the Mysportsclub service through the end of your billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial membership periods. To cancel, go to the "Account" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Account" page.

**3.5. Changes to the Price and Plans-** We may change our plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

## **4- Using Mysportsclub-**

**4.1 Our Terms and Policies.** You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

**4.2 Legal and Acceptable Use.** You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: violate or infringe the rights of Mysportsclub, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights.

**4.3 Harm to Mysportsclub-** You must not (or assist others to) access, use, modify, distribute, transfer, or exploit our Services in unauthorized manners, or in ways that harm Mysportsclub, our Services, or systems. For example, you must not (a) gain or try to gain unauthorized access to our Services or systems; (b) disrupt the integrity or performance of our Services; (c) create accounts for our Services through unauthorized or automated means; (d) collect information about our users in any unauthorized manner; or (e) sell, rent, or charge for our Services.

**4.4 Keeping Your Account Secure.** Mysportsclub embraces privacy by design, we provide high data security and protection and cannot access your data. You are responsible for keeping your device and your Mysportsclub account safe and secure. If you lose your phone, contact our Support service ([support@mysportsclub.co.in](mailto:support@mysportsclub.co.in)) to re-register for our Services. When you register with a new device, your old device will stop receiving all the data.

### **4.5 Third-party services-**

Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. When you use third-party services, their terms and privacy policies govern your use of those services.

## **5- Your Rights and License with mysportsclub-**

### **5.1 Your Rights and Warranties Regarding Your Content-**

You own the information you submit through our Services. You are solely responsible for the content you post on the website. For all Materials submitted by you to the Site, you automatically represent or warrant that you have the authority to use and distribute the Materials and that the use or display of the Materials will not violate any laws, rules, regulations, or rights of third parties. We claim no intellectual property rights over the Materials you post on the website. You retain copyright and any other rights you may rightfully hold in any content which you submit through the Service. The content you submit to our website remains yours to the extent that you have any legal claims therein.

### **5.2 Mysportsclub's Rights-**

Any content available on the website through mysportsclub including features, application, tools, text, videos, audios, data, resources, logos contained therein (marks) is are the property of Mysportsclub.

We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights. Any other features of the "mysportsclub" brand are the sole property of mysportsclub or its

licensors. The Agreements do not grant you any rights to use any mysportsclub Brand Features whether for commercial or non-commercial use.

### **5.3 Mysportsclub's License to You-**

Mysportsclub grants you a limited, revocable, non-exclusive, and non-transferable license to use our Services in accordance with these Terms. The mysportsclub software applications are not sold or transferred to you, and mysportsclub and its licensors retain ownership of all copies of the software applications even after installation on your personal computers, mobile handsets, tablets, other devices ("Devices").

### **6- Disclaimers-**

MYSportsclub MAKES EVERY EFFORT TO PROVIDE YOU WITH A GREAT EXPERIENCE WHEN USING THE SERVICES, THERE ARE CERTAIN THINGS WE DO NOT PROMISE ABOUT THEM. WE TRY TO KEEP THE CONTENTS AND INFORMATION ON THIS WEBSITE ACCURATE, WE DISCLAIM ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED ABOUT THE CONTENT'S AND/OR INFORMATION'S (OR THIS WEBSITE'S) ACCURACY, COMPLETENESS, OR APPROPRIATENESS FOR A PARTICULAR PURPOSE. YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE PROVIDE OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. THUS, MYSPORTSCLUB DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR-FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES.

WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS. YOU RELEASE US, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, "MYSportsclub PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM.

THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

### **7- Limitations-**

YOU AGREE THAT UNDER NO CIRCUMSTANCES MYSPORTSCLUB COMPANY (INCLUDING ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES) SHALL BE LIABLE FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE MYSPORTSCLUB PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (I) ANY FAILURE OF PERFORMANCE OR ERROR, OMISSION,

DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

NOTWITHSTANDING THE ABOVE, IF THE COMPANY IS FOUND LIABLE FOR ANY PROVEN AND ACTUAL LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN YOU AGREE THAT THE LIABILITY OF COMPANY SHALL BE RESTRICTED TO, IN THE AGGREGATE, ANY SERVICE/TRANSACTIONAL FEES PAID BY YOU TO THE COMPANY IN CONNECTION WITH SUCH TRANSACTION(S)/ SERVICES ON THIS WEBSITE, IF APPLICABLE.

THE COMPANY HAS NO CONTROL OVER THE THIRD-PARTY WEBSITES WHICH WOULD BE PROVIDED TO YOU THROUGH ITS WEBSITE. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCE SHALL THE COMPANY BE LIABLE FOR YOUR USING THE SERVICES OFFERED OR PROVIDED BY ANY THIRD-PARTY SERVICE PROVIDER.

## **8- Indemnification**

You agree to indemnify and hold Mysportsclub harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to (1) your breach of the Agreements or Terms of Service; (2) any User Content you post or otherwise contribute; (3) your violation of any law or the rights of a third party.

# PRIVACY POLICY

Your privacy is our priority and we take it very seriously. We are committed to safeguarding the privacy of our website users and our customers and customer personnel; in this policy, we explain how we will handle your personal data.

## 1- Collection of Information

**1.1 Information you provide to us-** We will only collect personal data that is needed for the registration of the account. You register a phone number when you create a mysportsclub account. Phone numbers are used to provide our Services to you and other users. You will add your personal details with other information to your account later, such as a profile name, DOB, address, and profile picture. This information will be end to end encrypted and stored in our database.

**1.2 Information we collect from you –** We may process some other information (Non-personal identification) when our users interacting with our service or website. This information may include the browser name, the type of computer, and technical information about Users means of connection to our Site, such as the operating system and IP address, geographical location, and other similar information.

## 2- How we use your information-

### 2.1- For communication and service purposes–

We may process your information to establish a better and effective communication with you. This will allow us to inform you regarding the services, new features, and information that we think is important for you to know. We utilise the user information to deliver a better user experience and improve the services or features.

**3- How we protect your information -** We will keep your personal data confidential and use reasonable administrative, technical and appropriate security measures to protect your personal data from unauthorized access, destruction, use, modification, or disclosure or destruction of your personal information, and data stored on our Site.

**4- How we share your information -** We do not sell, rent, disclose or exchange Users personal identification information to others. We work with third parties where it is necessary to provide you with products or services or as part of the nature of our relationship with you. For example, during online payments, you will be linked to our Third-Party Providers page to proceed with payments. These providers are bound by their Privacy Policies to safeguard that information.

### **Other instances where mysportsclub may need to share your data-**

- 1- To encounter any applicable government law, regulation, legal formalities, etc.
- 2- To investigation any potential violation of applicable law.
- 3- To detect, prevent any fraud or criminal activity, security, or technical issues.
- 4- To protect against harm to the rights, property, or safety of mysportsclub, our users, or the public as required or permitted by law.



#### **5- Retaining and deleting personal data-**

Data retention policies and procedures, which are designed to help ensure that we comply with our legal obligations concerning the retention and deletion of personal data. We will retain your account data and service data for so long as the associated account remains open and for a period of up to 5 years. Later, we will delete the data from our systems if the account was closed or not in use. We will not keep your personal data longer than is necessary, except as otherwise required by applicable law.

#### **6- Changes to this privacy policy-**

Any changes we make to our privacy policy in the future will be posted on the website. We revised the date at the bottom of the page once we make any changes. We encourage users to frequently check the website for any updates or modifications to stay informed about it.

#### **8- PAYMENT**

We use Razorpay for processing payments. We/Razorpay do not store your card data on their servers. The data is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS) when processing payment. Your purchase transaction data is only used as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is not saved.

Our payment gateway adheres to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

For more insight, you may also want to read terms and conditions of razorpay on <https://razorpay.com>

#### **9- Your acceptance of these terms-**

By using our website, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

#### **10- Contacting us-**

If you have any queries about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at: [www.mysportsclub.co.in](http://www.mysportsclub.co.in)