

## **TERMS AND CONDITIONS OF USE**

### **1. INTRODUCTION**

The SFA Sporting Services Private Limited ("Company"/ "we"/ "us"/ "our") is a company incorporated and validly existing under the applicable laws of India, having its registered address at, 17A, Raviraj House, 6th Floor, Saraswati Road, Off Linking Road, Santacruz (West), Mumbai-400054, and is the owner of this Website ([www.sfanow.in](http://www.sfanow.in)) and all its variants ("Website"). The Company through this Website aims to promote its business of organizing, operating and managing a multi-sport Olympic-style championship across 27 disciplines of sport ("Championship") and other similar sporting events to be hereinafter collectively referred to as ("SFA Events"), which aims to provide grassroot development of young athletes, by providing them with a platform to showcase their talents and have an opportunity to train with the best coaches in top training facilities of the country. These terms and conditions of use ("Terms of Use") contain how the user of this Website, competitors, athletes, parents, guardians, sports organizations, schools, federations, corporations, institutions in such context and right as may be applicable to them ("you", "your", "yourself"), can use this Website and your use of this Website is subject to these Terms of Use. You agree to these Terms of Use by browsing, accessing, signing up, registering and/or by accepting any information or waiver on this Website. We reserve the right in our sole discretion to modify, alter or otherwise change these Terms of Use and you agree to be bound by such modifications, alterations or changes. You should visit these Terms of Use each time you use this Website to review and become familiar with any modifications we may make to this Website. Your continued use of this Website after the posting of any change in these Terms of Use shall constitute your acceptance to be bound by any such changes in these Terms of Use.

By browsing, accessing, signing up, registering and/or by accepting any information or waiver on this Website, it is assumed that you have read these Terms of Use carefully because they affect your legal rights and obligations in relation to this Website. These Terms of Use are legally binding terms and conditions that govern your use of this Website, and by using this Website you are deemed to have agreed to such terms and conditions as are mentioned herein. If you do not wish to be bound by these Terms of Use, you may not access or use this Website, information, content and/or any materials provided on this Website. These Terms of Use, and any posted revisions or modifications shall remain in effect while you use this Website and certain provisions, as necessary, shall survive beyond your use of this Website.

The information and features included in this Website have been compiled from a variety of sources, and are for informational and entertainment purposes only, and is subject to change at any time without notice. By accessing or linking to this Website, you assume the risk that the information on this Website may be incomplete, inaccurate, out of date, or may not meet your needs and requirements.

These Terms of Use shall come into effect from the date of launching of this Website for use by the users and shall be in force for a period until this Website is active, available and/or accessible by the users on any browser, server, marketplace, and software or otherwise.

## 2. OWNERSHIP OF MATERIAL/ INTELLECTUAL PROPERTY

This Website and all of the intellectual property it contains, or may in the future contain, including but not limited to articles, opinions, text, directories, guides, photographs, illustrations, graphics, images, videos, audio clips and advertising copy, as well as the trademarks, copyrights, designs, graphics, logos, domain names, trade names, trade secrets, service marks, patents and any and all copyrightable material (including source and object code) and/or any other form of intellectual property (hereinafter collectively referred to as "**Material(s)**") are owned by or licensed to us or other authorized third parties and are protected from unauthorized use, copying and dissemination by copyright, trademark, and all applicable intellectual property laws, other applicable laws and by international treaties. Unless expressly permitted in writing by us, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or commercially exploit in whole or in part any of the Material or our intellectual property.

We grant to you a limited, non-exclusive, non-sublicensable, non-transferable and revocable right to access, view, and use this Website and the Material for non-commercial, personal, entertainment and informational use only as part of your interaction with this Website subject to your complete compliance with these Terms of Use and any and all other terms and policies set forth on or in this Website. Except as expressly provided herein, we do not grant you any other express or implied right or license in or to this Website and all rights, title and interest that we have in this Website, not explicitly granted to you by us, are retained by us.

Nothing contained in these Terms of Use or on this Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Material in any manner without the prior written consent by us or such third-party that may own the Material or intellectual property displayed on this Website.

If you use our Material to create, share, post your own content, we retain all rights to such content to the extent of our Material or intellectual property so used by you. Unauthorized use, copying, reproduction, modification, publication, republication, uploading, framing, downloading, posting, transmitting, distributing, duplicating or any other misuse of any of the Materials is strictly prohibited unless as provided in this Website. Any use of the Materials other than as permitted by these Terms of Use and the [Privacy Policy](#) of this Website ("**Privacy Policy**") will constitute a violation of these Terms of Use and may constitute trademark, copyright, design, patent and/or other existing intellectual property infringement. You agree not to use the Material for any unlawful purposes and not to violate our rights or the rights of other, users and/or third parties affiliated to this Website in any manner.

## 3. PRIVACY POLICY

Commented [AH1]: Privacy Policy hyperlink to be included.

Any personal information that you or other users provide to us is subject to the Privacy Policy which governs our collection, storage, use, processing and sharing of your information. You understand that through your use of this Website, you consent to the collection, use and sharing (as set forth in the Privacy Policy) of this information, including the transfer of this information to Mumbai, India for storage, processing and use by us in a manner as permitted by the applicable Indian laws.

Commented [AH2]: Where will all information collected be stored?

#### 4. USE OF THIS WEBSITE

Your use of this Website shall only be subject to the following:

- a) User Engagement: You by agreeing to use, browsing, accessing, signing up, registering and/or by accepting any information or waiver on this Website agree and acknowledge that, you (i) have provided accurate information about yourself, (ii) have not created multiple spam accounts for restricted use, (iii) are not using, sharing or distributing any features of this Website in an unlawful, misleading, discriminatory or fraudulent manner, (iv) are competent in your legal jurisdiction to access and use this Website, including but not limited to not being under the age of 18 ("**Minor**"), or if in the event a Minor intends to use this Website, it shall only be with due consent of the parents or legal guardian of such Minor, (v) will not intend to annoy, abuse, threaten or harass us, our representatives or any other user in any manner related to this Website and any other such user engagement policies as may be updated from time to time.
- b) Personalized experience: We provide you with the ability to register, subscribe to, add, share, distribute and/or view content which may include but not be limited to, match videos, highlights, comments, suggestions, questions, ratings, reviews, images, graphics, photographs, audios, videos, articles, blog postings and other features that you might use, such as marketplace, SFA TV, data mining, SFA Events schedules, prizes and search engine etc. across this Website.
- c) Connect you with people and organizations: We provide you with the ability to find and connect with other users including but not limited to, athletes, coaches, teams, groups, federations, businesses, organizations and other users through this Website. We use the information we receive, to make suggestions for you in relation to, competitions to participate in, events to attend, pages and profiles to follow, showcase highlights of matches of SFA Events and people who you may want to connect with, etc.
- d) Discover content, products and services: We provide you with the ability to view and discover advertisements, offers and other sponsored content that are offered by many businesses and organizations that partner with us and show their content to you, and design our Website such that the sponsored content you see is as relevant and useful to you.

- e) Marketplace: We provide you with a marketplace, including but not limited to an e-shop and the physical distribution of the tickets, merchandise etc. and connect you with coaches, training professionals, institutions after you make an online purchase, on this Website, which may include but not be limited to match tickets, merchandise, professional fees etc. You may access and purchase through such marketplace on our Website by making due payments to the authorized third parties via authorized payment gateways for such use of the features in this Website.

You grant us a non-exclusive, transferable, sub-licensable, revocable, royalty-free and worldwide right to use, share, host, redistribute, distribute, modify, run, copy, publicly perform or display, translate and/or create derivative works of any information, SFA Events, posts, stories, images, matches, audio, video, metadata and/or any similar content or conduct thereof ("**Content**") that you may create, share or upload on this Website, which shall be consistent with the applicable laws, these Terms of Use and the Privacy Policy. You can choose to opt-out and withdraw consent from grant of such right at any time by intimating us and deleting your account and the Content so created.

By accessing and signing up on this Website, you give us permission to use your name, profile images, videos, other Content created, updates, any such additional features and other related information or any actions on this Website, in connection with improving and developing our services, advertisements, offers and other sponsored content that we may display across our Website.

You agree not to interfere (or permit a third-party to interfere) with the normal processes or use of this Website by other users, including without limitation attempting to access administrative areas of this Website. You agree to report any violation of these Terms of Use by others that you become aware of. You are advised that we will aggressively enforce our rights to the fullest extent of the law. We may add, change, discontinue, remove or suspend any of the Material at any time, without notice and without liability.

## **5. RESTRICTIONS ON USE**

You hereby agree to not use the Website for any purpose that is restricted by the Terms of Use or shall not take any action and/or permit any third-party using your account to submit Content and/or take any action that would:

- a) Modify or remove any copyright, trademark, or other proprietary notices or labels on this Website;
- b) Collect, disclose, or store personal information regarding users of our services on this Website;
- c) Use software, programs, or devices which contain malware, viruses, worms, and/or any other computer code, files or programs designed to interrupt, overload, collapse, destroy or limit the functionality of this Website;
- d) Attempt to gain unauthorized access to this Website, other computer systems or networks connected to this Website or operated by us through password mining or any other means;

- e) Use this Website to create or send “spam” or other malicious or disruptive communications;
- f) Undertake in any other activity which may adversely affect the operation, experience, or enjoyment of this Website by any other person;
- g) You may not indulge in any activity on this Website, that is misleading, discriminatory or fraudulent or impersonate any person or entity, or otherwise disguise the origin of any content transmitted through this Website or to us;
- h) Transmit, post, send, upload, distribute, submit or otherwise make available through this Website any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services; or
- i) Transmit, post, create, send, upload, distribute, disseminate, submit or otherwise make available through this Website any remarks or posts or any such act which may be unlawful, against public policy, abusive, indecent or obscene, that promotes violence or illegal acts, that contain expressions of racism, communism that is libelous, defamatory, scandalous, or inflammatory or is otherwise deemed inappropriate, as determined by us in our sole discretion;
- j) Violate any applicable local, state, central or international law, rule or regulation.

You agree to indemnify us for any and all third-party claims, damages, losses, and causes of action arising as a result of or your failure to comply with the above guidelines and restrictions.

## **6. MODERATION GUIDELINES**

You, by choosing to and providing due consent in relation to the use of this Website, hereby accept and agree to be bound by and adhere to these moderation guidelines as expressly provided hereunder:

- a) **Violence:** If you, through any Content or action on this Website execute, spread, instigate, offend, promulgate, publicize or intend on, spreading, instigating, offending, promulgating, and/or publicizing any act of violence, terrorism, intimidation, extremism, suicide, and/or any such forceful action, directed towards any other user or any other such person including but not limited to, players, coaches, teams, community, social group, caste, gender, race, nation etc. on this Website or otherwise, we, in our sole discretion would become authorized to remove, delete, and/or block such Content from this Website and disqualify you from using our services.
- b) **Sexual Harassment, Bullying and/or Nudity:** If you, through any Content or action on this Website execute, spread, offer, instigate, offend, promulgate, publicize or intend on, spreading, instigating, offending promulgating, and/or publicizing any act of sexual harassment, sexual exploitation, sexual services, nudity, bullying and/or any such similar action, directed towards any other user or any other such person including but not limited to, players, coaches, teams, community, social group, caste, gender, race, nation etc. on this Website or otherwise, we, in our sole discretion would become authorized to remove, delete, and/or block such Content from this Website and disqualify you from using our services.

- c) Objectionable and/ or Hurtful Conduct: If you, through any Content or action on this Website execute, spread, offer, instigate, offend, promulgate, publicize or intend on, spreading, instigating, offending, promulgating, and/or publicizing any act of racism, communism, harassment, hate speech, cyber-crime, cruelty, insensitivity, anti-nationalism and/or any such similar action, directed towards any other user or any other such person including but not limited to, players, coaches, teams, community, social group, caste, gender, race, nation etc. on this Website or otherwise, we, in our sole discretion would become authorized to remove, delete, and/or block such Content from this Website and disqualify you from using our services.
- d) Intellectual Property and/ or Infringement of Rights: If you, through any Content or action on this Website execute, spread, offer, instigate, offend, promulgate, publicize or intend on, spreading, instigating, offending, promulgating, and/or publicizing any act of piracy, infringement, breach, contravention, violation, intrusion and/or any such similar action, of any trademark, copyright, design, patents or any other such similar rights including but not limited to human rights of any other user or any such person, including but not limited to players, coaches, teams, community, social group etc. on this Website or otherwise, we, in our sole discretion would become authorized to remove, delete, and/or block such Content from this Website and disqualify you from using our services.
- e) Integrity: If you, through any Content or action on this Website execute, spread, offer, instigate, offend, promulgate, publicize or intend on, spreading, instigating, offending, promulgating, and/or publicizing any act of distortion, misrepresentation, fraud, deceit, deception, violation, spamming and/or any such similar action, towards any rights of other users or any such person including but not limited to, players, coaches, teams, community, social group etc. on this Website or otherwise, we, in our sole discretion would become authorized to remove, delete, and/or block such Content from this Website and disqualify you from using our services.

It is hereby expressly agreed by you in relation to the use of this Website, that you through your profile/account shall, if found to be in violation and/or contravention of the moderation guidelines, be issued a first warning, wherein the Content so posted, or acted upon shall be removed and/or deleted. In the event, there is a second instance of such violation and/or contravention from your profile/ account of the moderation guidelines, or terms and conditions provided herein, the Content so posted by you, shall be immediately taken down and you would be disabled to post any Content on this Website. In the event, there is a third instance of such violation and/or contravention from your profile/ account of the moderation guidelines, or terms and conditions provided herein, you shall be permanently blacklisted, blocked, removed and barred from using this Website, and your profile deleted from such use.

## **7. PAYMENT**

You hereby expressly agree to and acknowledge that all registration fees, participation fees, goods, products, merchandise, tickets or any other such product sold or listed on or through this Website ("**Products**") are through an authorized third-party and the delivery of Products is subject to you having made complete and due payments only on the authorized payment gateway of such third-party in exchange for receiving the Products. Only upon a confirmation received by us from such authorized third-party of the due payment been made; would we be liable to deliver or issue such Products to you. If any such payment is not processed and/or no confirmation of the authorized third-party is received of due payment been made, we would not be liable to make any delivery of or issue such Products to you. You acknowledge that, once the payment has been duly and successfully completed through the authorized payment gateway on this Website, you shall not, after receiving the delivery of and issuance of such Products, re-sale, for commercial use, or use for any other unauthorized sale or transfer in any form, such Products without our prior written consent.

## **8. LIMITATIONS ON LIABILITY**

You understand and agree that this Website and all Material and intellectual property contained on it are distributed "as is", "as available", "with all faults" and without warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability, non-infringement or fitness for a particular purpose or those arising by statute or otherwise in law or from a course of dealing or usage of trade. We do not warrant that this Website will be available, uninterrupted, secure, or error-free, that defects will be corrected, or that this Website or the servers that make this Website available are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of this Website, information, software, content, or other materials available through this Website whether in terms of their correctness, accuracy, validity, propriety, reliability, legality, security, or otherwise. We make no warranties that your use of this Website, information, software, content or other materials available through this Website will not infringe the rights of others; and we assume no liability or responsibility for errors or omissions in this Website, information, software, content or other materials available through this Website. If applicable law does not allow the exclusion of some or all of the above-implied warranties to apply to you, the above exclusions will apply to you only to the extent permitted by applicable law.

It is hereby agreed and acknowledged by you that we do not control or direct what the users, on this Website, do or say, and we are not responsible for their actions or conduct (whether online or offline) or any Content that they create, post, or share on this Website (including offensive, inappropriate, obscene, unlawful and other objectionable content). Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances will we be liable to you for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to such sharing and/or expression of opinions by the users on this Website in relation to these Terms of Use.

You agree that we and our affiliates, subsidiaries, licensors and assigns, and each of their respective employees, officers and directors (collectively, the "**Related Parties**"), are not

liable to you for damages of any kind, whether based in tort, contract, strict liability or otherwise, including, without limitation, any direct, special, indirect, incidental, consequential or punitive damages arising or resulting in any way from or in connection with this Website, the Material, or any errors or omissions in its technical operation, even if we have been advised of the possibility of such damages, whether caused in whole or in part by negligence, acts of god, telecommunications failure, theft or destruction of, or unauthorized access to, this Website or its related information or programs. The limitations will apply to you only to the extent permitted by applicable law.

The internet may be subject to breaches of security. We are not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email submissions over the internet may not be secure, and you should consider this before e-mailing us any information. We make no representation or warranty whatsoever regarding the suitability, functionality, availability or operation of this Website. This Website may be temporarily unavailable due to maintenance or malfunction of computer equipment.

## **9. INDEMNIFICATION**

By using this Website you agree to indemnify, defend and hold us and the Related Parties harmless from and against any third-party claims, alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defence, including, without limitation, reasonable attorneys' fees, arising out of or relating to: (1) your breach of your representations, warranties, covenants or agreements hereunder; (2) your violation of these Terms of Use or any law; (3) your use of this Website and/or the material in violation of these Terms of Use; (4) information or material posted or transmitted through your computer or mobile device, even if not submitted by you, that infringes any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; and (5) any misrepresentation made by you. You will cooperate as fully and as reasonably required in our defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without the written consent of ours.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

This Website is governed by and operated in accordance with the laws of India. You hereby consent to resolve any disputes or cause of actions that may arise in relation to this Website, amicably and harmoniously, in the event any such disputes or cause of action cannot be solved amicably between the parties relating to or arising under or in relation to these Terms of Use, Privacy Policy or this Website, the parties shall submit to the exclusive personal jurisdiction and venue of the courts located in Mumbai, India.

## **11. VIOLATIONS AND ADDITIONAL POLICIES**

We will determine your compliance with these Terms of Use in our sole discretion and our decision shall be final and binding. Any violation of these Terms of Use may result in restrictions on your access to all or part of this Website or use of other services offered by us and may be referred to law enforcement authorities. You are advised that we will aggressively enforce our rights to the fullest extent of the law. We, in our sole discretion, reserve the right to disqualify and terminate access or use of any user found to be (i) tampering with the operation of this Website; (ii) acting in violation of these Terms of Use; (iii) acting in an unethical or disruptive manner; or (iv) acting with intent to annoy, abuse, threaten or harass us, our representatives or any other user in any manner related to this Website.

## **12. TERMINATION**

We reserve the right to terminate your access to the Website and disqualify you from using any of our services or participating in any SFA Events if we reasonably believe, in our sole discretion, that you have breached any of the terms and conditions of this Terms of Use or any other policy or form on the Website. Following such termination, you will not be permitted to use the Website, our services or participate in any SFA Events and we may, in our sole discretion and without advance notice to you, cancel any outstanding orders for Products or subscriptions. If your access to the Website is terminated, we reserve the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Terms of Use will survive indefinitely unless and until we choose, in our sole discretion and without advance to you, to terminate it.

## **13. WAIVER**

The failure by us to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by you of this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to us at law or in equity.

## **14. MODIFICATION**

We reserve the right to modify or discontinue this Website, or any portion thereof without notice to you or any third-party.

## **15. SEVERABILITY**

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Use, which will remain in full force and effect. The section titles

in these Terms of Use are for your convenience only and do not have any legal or contractual effect.

## 16. CONTACT US

If you have any questions, grievances, comments or concerns about our Website or these Terms of Use, you may contact us at:

### **Mumbai:**

Email: [info@sfanow.in](mailto:info@sfanow.in)

Call: +91 7045684365/66

Address: 17A, Raviraj House, 6<sup>th</sup> Floor, Saraswati Road, Off Linking Road, Santacruz (West)- 400053].

### **Hyderabad**

Email: [info.hyd@sfanow.in](mailto:info.hyd@sfanow.in)

Call: +91 7981175508

Address: 202, Block C, Fresh Living Apartments, Vittal Rao Nagar, Madhapur, Hyderabad, Telangana-500081.

Commented [AK3]: To be confirmed.