



sportspodium

End-User Terms

2018-10-19

Thank you for using SportsPodium software. SportsPodium products are provided by SportsPodium Inc. (SportsPodium or “we”), with its business address at Moreleta Park, Pretoria, South Africa.

SportsPodium gives you a personal, royalty-free, non-transferable, non-exclusive license to use SportsPodium services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the SportsPodium platform, as provided by SportsPodium, in the manner permitted by these terms and conditions. You may not copy, modify, distribute, sell, or lease any part of SportsPodium products, nor may you reverse engineer or attempt to extract the source code of any SportsPodium software.

By using SportsPodium services, you are agreeing to these terms and conditions. Please read them carefully.

1. Using SportsPodium Software Services

Do not misuse SportsPodium services. For example, do not interfere with SportsPodium services or try to access them using a method other than the interface and the instructions that we provide. You may use SportsPodium only as permitted by law. We may suspend or stop providing SportsPodium services to you if you do not comply with our terms and conditions or policies or if we are investigating suspected misconduct.

Using SportsPodium services does not give you ownership of any intellectual property rights or the data that you can access in SportsPodium. You may not use the data from the SportsPodium platform unless you obtain permission from the data owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in SportsPodium.

SportsPodium displays content, some of which is not owned by us. This content is and remains the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the SportsPodium services, we may send you service announcements, administrative messages, and other information.

2. Your SportsPodium Account

You will need a SportsPodium Account to use SportsPodium software. Protect your SportsPodium Account and keep your password confidential. You are responsible for the activity that occurs on or through your SportsPodium Account. Try not to reuse your SportsPodium Account password on third-party applications. If you learn of any unauthorised use of your password or SportsPodium Account, let us know immediately at info@sportspodium.net.

3. Privacy Notice

To register as a user of SportsPodium you are required to provide us with certain personal information. In addition, when you use certain features of SportsPodium, you may disclose other personal information that will be recorded on the SportsPodium platform.

We collect the following personal information during registration:

- Name and email address.

We collect the following personal information from you when you voluntarily disclose it while using SportsPodium:

- Any personal information you mention about yourself in chats;
- Any data that you upload to the SportsPodium platform;
- GPS coordinates of your connected device if you share your location.

When you use SportsPodium the following information is automatically collected from you (this will always be recorded without you having to do anything):

- Your IP address, browser and operating system information;
- The dates and times you use SportsPodium services;
- Logs of all your actions on the SportsPodium platform.

We use this information to contact you, provide you with services on our platform and to improve SportsPodium offerings.

4. Third Parties

To provide SportsPodium services, we may make use of third-party service providers who may have access to your personal information, however, such third parties are contractually bound to keeping this information confidential. We do not share this personal information in identifiable form with third parties unless we obtain your permission or are required to do so by law. The use of third-party services is entirely at your own risk and SportsPodium makes no guarantee as to the security or privacy of personal information when using third party services. It is your responsibility to ensure you understand the terms and conditions of any third-party service before you make use of it.

If we are obliged by law to share your personal information with a third party, we will notify you if it is lawful to do so. In certain instances, we will remove identifiers from personal information and share it in aggregated form among users of SportsPodium or with third parties. In such instances, this information will be anonymous as it will not be possible to link it back to you. By using SportsPodium your public profile information (name and email) may be shared with other users of SportsPodium if you did not specifically choose to hide it.

5. Account Security

To protect your personal information from unauthorised access and other information security threats, we have put measures in place to secure it. Access to SportsPodium by users, such as yourself, is controlled by use of a username and password. It is your responsibility to ensure your username and password is kept secure and not disclosed to anyone. SportsPodium will not be held liable for any unauthorised access or disclosure of personal information due to the negligence of users or any other means.



6. Content

As a user of SportsPodium you warrant that you will only upload the personal information of other individuals as permitted by law (please obtain legal advice if you are unsure).

SportsPodium will not be held liable for any unlawful content that you place on the SportsPodium platform. Where we are made aware of unlawful content, or where we are required to under the law, we may remove such content. In certain instances, we may be obliged to report such content to law enforcement authorities.

If a state of emergency or disaster is declared, your personal information may, where lawful, be made available to law enforcement or other government authorities.

SportsPodium retains the right to remove content, disable accounts, and work with law enforcement agencies when we believe there is a risk of harm or direct threats to public safety.

7. Modifying and Terminating SportsPodium Services

We are constantly changing and improving SportsPodium. We may add or remove functionalities or features, and we may suspend or stop a SportsPodium service altogether. You can stop using SportsPodium at any time. Your account will be disabled, and your uploaded data will remain locked away on your SportsPodium account unless specifically arranged otherwise with SportsPodium.

We believe that you own your data and preserving your access to such data is important. If we discontinue a SportsPodium service, where reasonably possible, we will give you reasonable notice and a chance to get information out of the SportsPodium platform.

If you submit feedback or suggestions about SportsPodium, we may use your feedback or suggestions without an obligation to you.

8. Disclaimer

To the extent permitted by law, SportsPodium excludes all liability to any person and/or legal entity for any consequences, including but not limited to all losses, damages, costs, expenses and any other compensation, arising directly or indirectly from the use of the SportsPodium system (in part or in whole) and any information or material contained in it or arising from it. SportsPodium will try to maintain a high availability rate of SportsPodium services on a best-effort basis but cannot guarantee system availability.

SportsPodium data is stored redundantly and audit logs are kept of certain transactions, however, SportsPodium shall not be held liable for any damages or losses occurring because of information loss.

To the extent permitted by law, SportsPodium excludes all warranties.

9. About these Terms and Conditions

We may modify these terms and conditions or any additional terms and conditions that apply to SportsPodium to, for example, reflect changes to the law or changes to SportsPodium services. You will be notified and required to accept the new terms and conditions, which shall not apply retrospectively, to continue to use the SportsPodium services.



SportsPodium services may have additional terms and conditions specified. If there is any inconsistency between these terms and conditions and the additional terms and conditions, the additional terms and conditions will prevail to the extent of the inconsistency. The laws of South Africa will apply to any disputes arising out of or relating to these terms and conditions or the SportsPodium services.

