Navigation World System Ltd - Terms of Service

User and Partner Terms of Service

By using the Navigation World System Ltd Service, the User or Partner agrees to these Terms of Service. Please read the following Terms of Service carefully before using the Navigation World System Ltd Service. If you do not agree with the Terms of Service, please do not use the Navigation World System Ltd Service. These Terms of Service apply to any use of the Navigation World System Ltd Service and to the Agreements between a Partner and the User. A more detailed description of the Navigation World System Ltd Service and information on system requirements is available at Navigationsws.com. If you register as a company, association or any other legal entity, you represent and warrant that you are authorized to bind the entity into these Terms of Service.

1. Definitions

“Partner” means a club, brand, scout, an institution or similar body who has entered into an agreement with Navigation World System Ltd and who offers its content, experiences, and brand affiliation to benefit Players, Coaches or the sports landscape through the Navigation World System Ltd Service.

“Partner Representative” means any natural or legal entity that is legally obliged to represent the Partner when entering into agreements.

“Club” means a sports body consisting of various teams that play in recognized leagues, that is able to form a partnership with Navigation World System Ltd.

“NWSystem.com” means Navigation World System Limited a limited liability company with registration number RC and or any of its offices registered in any location.

“AMPZ App” means any digital application called AMPZ provided by AMPZ for natural and legal persons to create a sports profile or presence by uploading content, results, and performance inputs either as a User or Partner.

“AMPZ Service” means both AMPZ App and AMPZ website AMPZ.tv and other additional programs and or services as mentioned at AMPZ.tv

“User” means a natural or legal person using the AMPZ Service, as either a player, coach, club, scout, or similar entity making use of the AMPZ service.

“User Content” anything posted by a User or made available through the AMPZ Service by the User.

2. Description and Purpose of the AMPZ Service

2.1. AMPZ acts as an intermediary between the User and the Partners and provides a platform on which the User can upload performance results, content, and feedback as well as interact with the community of Users and Partners.

2.2 In exchange, the Partners provide information about offers, news, content, special events, trial and scouting opportunities through the AMPZ Service.

2.3 A User may create a profile as either a player, a coach, or a scout depending on their involvement in sports into which they will then input relevant data.

2.4 The objective of providing AMPZ with this data is to help Users to track, and progress through their sports career or the career of others. The data provided by Users is used by AMPZ to analyze the youth sports industry as a whole, and to connect Users with sports opportunities which may best apply to them. This can include, but is not limited to, Partner collaborations, detection events, training, deep learning, or special events.

3. User Accounts

3.1 In order to use the AMPZ Service, the User must create a user account by following the registration instructions in the AMPZ Service. The AMPZ Service credentials are personal. The User shall ensure that any user account credentials and equivalent information required to access the user account of the User are kept confidential and used in a secure manner not accessible by third parties. A User can have only one user account.

3.2 Where it is suspected that any unauthorized person has become aware of a User’s user account credentials or has access to the user account of the User, the User shall immediately inform AMPZ thereof. The User shall be responsible for any use of the AMPZ Service and any activity under the user account of the User.

3.3 In order to use the AMPZ Services, the User must input valid and accurate results and data to the best of their ability. The User agrees to adhere to these rules. The User is responsible to keep their data up to date and accurate, in order to benefit from any profiling, or opportunities from Partners or from AMPZ.

3.5 Should a User not adhere to these terms of use, AMPZ may use its discretion to remove that account. If a User selects an identifier for their account or team page AMPZ reserves the right to edit, remove or reclaim it, if we believe it is inappropriate (such as a User name or a team name that does not closely relate to a User’s actual name, club or level).

4. Data

4.1 The purpose of utilizing the User’s or partner’s data will be in the spirit of benefitting youth sports as a whole, and the User themselves wherever possible.

4.2 AMPZ will request data that is closely linked to 2.4, and will minimize excessive data collection.

4.3 The onus is on the user and partner to ensure that their data is up to date and accurate via their inputs. From this, AMPZ will ensure that information stored will be accurate and up to date too.

4.4 AMPZ shall store the data on Users for an unlimited period of time. This is to monitor progression over time, as well as to follow trends in youth sports as a whole. If the User does not agree with this, they may request for their account to be deleted.

4.5 AMPZ will take any reasonable steps to ensure that personal data is kept secure - against both external and internal threats.

4.6 The data provided by Users and Partners to the AMPZ service may be accessed directly by third party providers. This data will not be made anonymous, and may be hosted on a third-party provider’s server.

4.7 Furthermore, the User may at any period request that for a complete set of their data from AMPZ. In this case, the User should submit the request via email to info@AMPZ.tv. The company will provide the data to the user in a reasonable time period.

5. Partner Accounts

5.1 In order to use the AMPZ Service, the applicable Partner Representative must accept the terms of use on behalf of the Partner. By accepting these terms of use, the Partner Representative accepts on behalf of the Partner itself. The Partner is then bound by the agreement.

5.2 Upon agreeing to the terms of use, the Partner shall be required to activate their community of influencers, players, coaches, and other entities and encourage them to join the AMPZ Service.

5.3 Once the agreed upon community is present on AMPZ, the Partner will then receive various benefits from AMPZ, including but not limited to an official Partner page on the AMPZ Service, data on the community’s performance, a personal account manager, co-hosting event opportunities, as well as access to AMPZ’s scouting team and resources.

6. Recognizing Talent

6.1 By using the AMPZ Services, the User agrees for their information to be shared with applicable Partners in order to be profiled, sponsored, scouted, or to receive special offers or opportunities.

6.2 With this agreement, the User also accepts that AMPZ is only able to highlight players or coaches on which AMPZ has specific data. This means that the onus is on the User to ensure that their profile is up to date and correct.

6.3 The opportunities created in order to highlight talent are at AMPZ’s complete discretion. AMPZ may take into account the User’s data, social presence, content, coach feedback, or any other measure in order to rate talent.

6.4 AMPZ has developed its own algorithms to score talent. These algorithms may be adapted, and developed over time to ensure that this remains an accurate measure of talent.

7. User Generated Content

7.1 Users may post, save, upload and/or contribute (“post”) content to the AMPZ Service, including pictures, text and results (goals, assists, substitutions, cards or similar inputs).

7.2 Users retain all rights in, and are solely responsible for, the User Content posted on AMPZ.

7.3 Upon posting User Content on AMPZ, AMPZ is granted a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User Content that you post on or in connection to AMPZ.

7.4 This license is applicable for the User’s period of having an AMPZ account, or deletes User Content. This does not take into account User Content that has been shared by others, including but not limited to Partners, and AMPZ.

7.5 AMPZ and its Partners may retain and continue to use, store, display, reproduce, repost, modify, perform, and distribute any of your User Content that other users have stored or shared through AMPZ. Furthermore, removed content may persist in backup copies for a reasonable period of time (but not available to others).

7.6 AMPZ is not responsible for any User Content nor does it endorse any opinion contained in User Content. We reserve the right to remove and modify User Content for any reason including User Content that we believe violates these Terms.

7.7 AMPZ values feedback from Users and Partners, and we are always interested in learning how to improve and make AMPZ better. If Users or Partners submit comments, ideas or feedback, you understand that we are free to use them without any restriction or compensation. However, we are not obliged to use comments, ideas or feedback, just as you have no obligation to offer them.

7.8 You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all uploaded data that you submit. AMPZ shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any uploaded data. AMPZ may try to restore lost data, however we do not make any warranty to recovering or restoring lost data.

7.9 There is no tolerance for objectionable content or abusive users. If a user is found to act in this manner, their account will be suspended with immediate effect. Such an account maybe deleted according to AMPZ’s discretion.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights in or related to the AMPZ Service and thereto related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of AMPZ and/or its subcontractors/licensors. “Intellectual Property Rights” shall mean copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, trade names, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

8.2 These Terms of Service do not grant the User any Intellectual Property Rights in the AMPZ Service and all rights not expressly granted hereunder are reserved by AMPZ and its subcontractors/licensors.

9. Additional Provisions for use of the AMPZ Service

9.1 The AMPZ Service is only available to persons of the age of 13 years or older.

9.2 The User or Partner shall observe all applicable rules and regulations when using the AMPZ Service, including the creation or adaption of content.

9.3 We are constantly developing the AMPZ Service and we may change or remove different parts of the AMPZ Service, including features, the products and Partners available in the AMPZ Service in part or in whole.

9.4. By using the AMPZ Service, the User or Partner may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. AMPZ attempts to review any content provided by the Partners especially opportunities, or user profile information. However, we do not guarantee the authenticity of any information and shall not be responsible for any misleading information. AMPZ is not responsible for third parties' (including the Partners') content or information or for any damages arising as a result of the use of or reliance on it.

9.5 Users and Partners shall be responsible for obtaining and maintaining any devices or equipment (such as mobile phones) and connections needed for access to and use of the AMPZ Service and all charges related thereto.

9.6 The User or Partner will not:

(i) use or attempt to use another person’s AMPZ account and/or access another person’s performance data on the AMPZ Service or use another person’s input data when using the AMPZ Service, without consent of that other person;

(ii) copy, modify or create derivative works of the AMPZ Service or any related technology;

(iii) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the AMPZ Services or any related technology, or any part thereof;

(iv) remove any copyright, trademark or other proprietary rights notices contained in or on the AMPZ Service;

(iv) remove, cover or obscure any advertisement included on the AMPZ Service;

(v) collect, use, copy, or transfer any information obtained from the AMPZ Service without the consent of AMPZ;

(vi) use bots or other automated methods to use the AMPZ Service;

(vii) create an AMPZ account using a fake identity or an identity of another person; and

(viii) access the AMPZ Service except through the interfaces expressly provided by AMPZ, such as the AMPZ App and AMPZ Website.

9.7 AMPZ shall process any personal data collected from the User in accordance with the AMPZ Privacy Statement

10. Term and termination

10.1 These Terms of Service are in force as a binding agreement until further notice as long as the User or Partner are using the AMPZ Service.

10.2 The User or Partner can discontinue the use of the AMPZ Service at any time. AMPZ can discontinue providing the AMPZ Service permanently or temporarily at any time.

11. Limitation of Liability

The following section is only applicable to non-consumer Users of the AMPZ Service. Under no circumstances shall AMPZ be liable to the User for any indirect damages, including lost profits, lost sales or business, lost data or business interruption, or for any direct damages as a result of third-party agreements between Users and Partners.

12. Complaints

12.1 Please note that the AMPZ Service may at any time be interrupted or permanently discontinued. The AMPZ Service may also be temporarily suspended. Do not use the AMPZ Services for backing up any data.

12.2 The Partner is solely liable for any misuse of data on behalf of their members, based on their agreement.

13. Applicable Law, Dispute Resolution, and Governing Language

13.1 These Terms of Service shall be governed by and shall be construed in accordance with the laws of Nigeria. Disputes arising from these Terms of Service shall be resolved in accordance with the laws of the Federal republic of Nigeria.

13.2 When interpreting these terms, the English version will be seen as decisive and binding.

14. Amendments

14.1 These AMPZ Terms of Service are subject to amendments.

14.2 AMPZ shall publish the amended AMPZ Terms of Service at the AMPZ Website and shall notify on the AMPZ services that the AMPZ Terms of Service have been amended. It is up to the user or partner to consult the new terms and services. If the User or Partner does not agree to any amended AMPZ Terms of Service, this entity, natural or legal, is free to discontinue the use of the AMPZ Service.

15. Assignment

15.1 AMPZ shall be entitled to assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets relating to AMPZ Service without the User or Partner’s prior consent.

15.2 The User or Partner shall not be entitled to assign any of its rights or obligations hereunder in whole or part.

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