

# PRIVACY POLICY

## GENERAL:

SPORTS IN Private Limited (“SPORTS IN”) is committed to the protection of personal information provided by the Users to SPORTS IN. Users agree that use of Platform implies consent to the collection, retention and use of Users personal information in accordance with the terms of this Privacy Policy (“Privacy Policy”).

SPORTS IN takes the privacy of Users seriously. SPORTS IN is committed to safeguarding the privacy of Users while providing Services in a personalized and valuable manner.

No information provided by the User to SPORTS IN is rented or sold to any third party. When a User uses the Services, Users’ IP address and other personal information may automatically get stored. A high standard of security is maintained by SPORTS IN for Users. However, the transmission of information via the internet and web networks is not completely secure. While SPORTS IN does its best to protect Users’ information, particularly with respect to protection of Users’ personal data, SPORTS IN cannot ensure the security of Users’ data transmitted via the internet, web network or any other networks.

Access to the contents of SPORTS IN is conditional upon User’s approval of the Privacy Policy which should be read together with the terms of use of service (“Terms of use”). Users acknowledge that this Privacy Policy, together with our Terms of Use, forms a legally binding agreement with SPORTS IN in relation to the use of Services (“Agreement”).

SPORTS IN reserves the right to contact the customer via any mechanisms, not limited to Email, SMS, or phone calls, to solicit feedback of customer's experience and to provide any additional services that customer would be eligible for, either as a customer or as a visitor.

## INFORMATION COLLECTED

### **TRAFFIC DATA COLLECTED:**

SPORTS IN automatically track and collect the following categories of information when Users access the Platform such as; IP addresses, Domain server details, Types of devices accessing the platform, Referring source which may have sent Users to the platform; and/or Other information associated with the interaction of User's device and the platform (collectively "Traffic Data").

### **PERSONAL INFORMATION COLLECTED:**

In order for Users to access certain areas of the platform, SPORTS IN may require Users to provide SPORTS IN with certain information that personally identifies such Users ("Personal Information"). Personal Information inter alia includes the following categories of information:

Personal information (Name, Age (Date of birth), Gender, body measurement); and/or

Contact Data (such as e-mail address, phone number and any other contact details); and/or

Demographic Data (optional) (such as time zone, postal address and location details).

If a User communicates with SPORTS IN by, for example, e-mail or letter, any information provided in such communication may be retained as Personal Information by SPORTS IN. Platform may contain links to third party platforms. Users agree and understand that privacy policies of these third-party platforms are not under control of SPORTS IN. Users understand that once a User leaves SPORTS IN servers, any information such User provides will be governed by the privacy policy of the operator of the third-party platform used by such User.

## **DISCLOSURE OF PERSONAL INFORMATION**

SPORTS IN reserves the right to disclose Personal Information if required to do so by law or if SPORTS IN believes that it is necessary to do so to protect and defend the rights, property or personal safety of SPORTS IN, the Services, or other Users.

We may disclose to third party services certain personally identifiable information listed below:

- Information you provide us such as name, age, gender, email, mobile phone number.
- Information we collect as you access and use our service, including device information, location and network carrier.

This information is shared with third party service providers so that we can:

- personalize the app for you
- perform behavioural analytics

## **CONFIDENTIALITY AND SECURITY**

Except as otherwise provided in this Privacy Policy, SPORTS IN will keep all Personal Information private and will not share it with third parties, unless SPORTS IN believes in good faith that disclosure of such Personal Information or any other information SPORTS IN collects about Users is necessary for Permitted Use or to:

Comply with a court order or other legal process; Protect the rights, property or safety of SPORTS IN, SPORTS IN officers, employees, agents, consultants and affiliates or another party; Enforce the Agreement, including Terms of use; or Respond to claims that any posting or other content violates the rights of third-parties.

## **SECURITY**

The security of Users' Personal Information is important to SPORTS IN. SPORTS IN follows generally accepted industry standards to protect the Personal Information submitted to SPORTS IN, both during transmission and once SPORTS IN receives it.

Although SPORTS IN makes best possible efforts to store Personal Information in a secure operating environment that is not open to the public, Users should understand that there is no such thing as complete security, and SPORTS IN does not guarantee that there will be no unintended disclosures of Personal Information. If SPORTS IN becomes aware that certain Personal Information has been disclosed in a manner not in accordance with this Privacy Policy, SPORTS IN will use reasonable efforts to notify the concerned User of the nature and extent of such disclosure (to the extent SPORTS IN is aware of that information) as soon as reasonably possible and as permitted by law.

## **UPDATES AND CHANGES TO PRIVACY POLICY**

SPORTS IN reserves the right, at any time, to add to, change, update, or modify this Privacy Policy. Users are requested to review this Privacy Policy frequently. If any change has been incorporated in this Privacy Policy by SPORTS IN, then the SPORTS IN will post such changes on this page. In all cases, use of information SPORTS IN collects is subject to the Privacy Policy in effect at the time such information is collected by SPORTS IN.

## **USERS' RIGHTS**

Users have a right to correct any errors in such User's Personal Information available with SPORTS IN. A User may request SPORTS IN in writing that SPORTS IN ceases to use such User's Personal Information. SPORTS IN may stop providing Services to such a User, if so required.

## **LIMITATION OF LIABILITY**

No warranty of any kind, implied, expressed or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given with respect to the Services provided by SPORTS IN, including provisions of platform.

Any reference on the platform to any specific commercial products, processes, or services, or the use of any trade, firm or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favouring by SPORTS IN.

Services provided by SPORTS IN only include provision of an online platform for facilitating buying and selling of services of sports and fitness membership, events and related products and services and promotion for the same, unless other has expressly been provided in the Terms of use. The products and services made available through the Services for sale are sold on 'as-is' basis and SPORTS IN has no responsibility with respect to adequacy, relevancy or authenticity of such products listed by the Sellers. SPORTS IN is not responsible for any information provided by one User to the other User, or by Seller to the Buyer, or by Buyer to the Seller, in the course of Service and this Privacy Policy governs SPORTS IN relationship with the Users only with respect to information provided by the Users to SPORTS IN and/or the information collected by SPORTS IN from the Users.

If Users have questions or concerns, they may email SPORTS IN at [info@sportsin.co.in](mailto:info@sportsin.co.in) and SPORTS IN will attempt to address Users' concerns at the earliest.

# TERMS OF USE

These terms of use of services ("**Terms of Use**") mandate the terms on which the users access and register on the "**SPORTS IN**" website, m-web and mobile application (collectively referred to as the "**Platform**"), operated by SPORTS IN Private Limited (hereinafter referred to as "**We**" or "**Our**" or "**Us**" or "**Company**"), and the Services (as *defined below*), provided through the Platform.

Please read the Terms of Use and Privacy Policy (together hereinafter referred to as "**Agreement**") carefully before using or registering on the Platform or accessing any material, information or Platform Services through the Platform. Your access to or use of the Platform (even when You do not avail of or provide any services on the Platform) or booking, purchase or ailment of the services on Platform shall signify your acceptance of the Terms of Use and Privacy Policy and Your agreement to be legally bound by the same. These Terms of Use do not alter in any way the terms or conditions of any other written agreement you may have with the Platform for other services.

## DEFINITIONS

For the purposes of this Agreement, all the defined and captioned terms have such meaning as assigned to them herein below:

**"Buyers"** shall mean Users who or which use Services to purchase products and services through the Platform.

**"Sellers" and/or "Service Provide"** shall mean individuals and or organizations who or which display, market and sell their products and services through our platform, but exclude SPORTS IN.

**"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable law.

**"Users"** shall mean any Person who or which uses the Services, including Buyers, Seller, Service Provider and Persons who or which access and register the platform or any Content displayed thereof.

**“Services”** shall mean services provided on platform of SPORTS IN, including information about sellers and or service provider, providing means to access them, sale of memberships, events and subscriptions and display, marketing and/or sale of product and services by SPORTS IN through the platform and other services provider through the platform to promote sports and fitness related products and services.

**“Privacy Policy”** shall mean the privacy policy of SPORTS IN with respect to treatment of Users’ information as provided here.

**“Terms of use”** shall mean these terms and conditions of use and service along with Privacy Policy which form a part of the Agreement governing Users access and register on the platform of SPORTS IN, In any relationship as buyers, sellers, persons, users, service provider.

**“Platform”** shall mean the WEBSITE, M-WEB, & MOBILE APPLICATION collectively referred to as a Platform by SPORTS IN to provide Services, including facilitating display, marketing and sale of Sports & Fitness products and services and information.

## **INTERPRETATION**

Any reference to the singular includes a reference to the plural and vice versa, unless explicitly stated otherwise.

Any reference to one gender includes a reference to the other gender(s), unless explicitly provided for.

Headings and captions are used for convenience only and not for interpretation of the Agreement.

Any reference to a natural person shall, include his/her heirs, executors and permitted assigns and any reference to a juristic person shall, include its affiliates, successors and permitted assignees, unless repugnant to the context.

## **APPLICABLE**

These Terms of Use applies to all the users of the Platform including Supplier of goods & services (whether an individual, professional, Association, Company or an entity, or

similar institution) on the Platform, directly or indirectly, including designated / authorised associates, employees, partners and practitioners thereof (**“Partner”, “Service provider”, “Seller”, “Trainer”, “You”, “Your”, or “Users”**);

An individual who accesses and registers on the Platform and/or places a service request on the Platform (**“End-User”, “Buyer”, “You”, “Your” or “Users”**); or Otherwise a user or visitor of the Platform (**“You” “Your” or “Users”**).

## **USERS’ ELIGIBILITY AND APPROVAL**

Users understand that SPORTS IN does not want the Users to access the Services if Users do not understand, approve of or accept each and every term specified in this Agreement. Hence, Users are requested to read these Terms of use and Privacy Policy carefully and understand the Agreement before approving, accepting and agreeing to be bound by it.

A User may accept this Agreement only when if such User is a natural person of the legal age, eligibility and mental capability to form a binding contract; or if such User is not a legal person, is lawfully existing and has all the authorizations, permits and allowances to enter into this Agreement and form a binding contract; and such User is not legally barred or restricted from using any of the Services.

Users approve of and accept this Agreement by accessing any of the Services offered by SPORTS IN, including by simply accessing the Platform or any Content thereof.

A Usage or a transaction on SPORTS IN is to be conducted by users above the age of 18 years only. If you are under 18 years of age, you are not allowed to make a use or transaction in the Platform of SPORTS IN. It is the duty of the legal guardians of all users below 18 years of age to ensure that their wards do not make a use or transaction without their supervision on the platform of SPORTS IN. It shall be automatically deemed that by allowing any person below the age of 18 years to use or transact on the platform of SPORTS IN, their legal guardians have expressly consented to their use and we disclaim any liability arising from your failure to do so.



## **FEES, CHARGES AND SUBSCRIPTIONS**

You agree to pay for all fees and charges incurred while using the Platform Services. Additional taxes or third-party charges may apply. You may be offered (a) pay per session, (b) membership or subscription options, which could be monthly, quarterly, half yearly, annual, recurring, non-recurring subscription options, (c) pay per events. (d) pay for purchase of product or service related to sports and fitness.

Once Buyer has placed an order on the Platform for purchasing any sports and fitness product or service, Buyer is required to make advance payment of the price of the product or services in such form and manner as permissible by the Platform. SPORTS IN may use third party platforms in order to facilitate such payment by the Buyers and will not be responsible for any loss or damage caused to the Buyer by any such third parties.

Non-recurring subscription(s) are non-cancellable. However, you may cancel your recurring subscription(s) at any time by going to your Account Settings and cancelling your subscription before the respective renewal date to avoid billing of the next period's subscription fee to the Payment Detail you have provided. Refunds cannot be claimed for any partial-term subscription period.

Any promotion code or offer provided may not be used in conjunction with any other promotion code or offer, past or present. Introductory offers are only available to new users of the Platform, except where expressly stated otherwise. Previous users, including those having only booked / utilised trial services, or trial users of the Platform do not qualify as new users. No promotion code or discount will apply to any services / products unless otherwise stated on the Platform. Unless otherwise set forth in the terms of any promotion, all pricing promotions or discounts will apply to the initial period of the subscription, and any renewals will be charged at the non-discounted rate for the type of subscription or membership purchased.

## **PAYMENT SERVICES**

All payments in respect of the Platform Services shall be made to the Company through the Platform. To the extent permitted by applicable law and subject to the Company's Term of Use and Privacy Policy, you acknowledge and agree that the Company may use certain third-party

vendors and service providers, including payment gateways, to process payments and manage payment card information.

In order to make payments online, you undertake to use a valid payment card or bank details or third-party wallets or details required for any other mode of payment ("Payment Details") with the authority to use the same, to have sufficient funds or credit available to complete the payment on the Platform in good standing. By providing the Payment Details, you represent, warrant, and covenant that: (1) You are legally authorized to provide such Payment Details; (2) You are legally authorized to perform payments using such Payment Details; and (3) such action does not violate the terms and conditions applicable to Your use of such Payment Details or applicable law. You agree that You are responsible for any fees charged by Your mobile carrier in connection with Your use of the payment services through Your mobile. The Company shall use the Payment Details as described in the Company's Privacy Policy. You may add, delete, and edit the Payment Details You have provided from time to time through the Platform.

The payment receipt for completion of a transaction shall be provided by the respective Vendors and the transaction summary shall be provided by the Company, the payment receipt and transaction summary shall be made available on the Platform and also sent to your registered email address. Company collects the payment on behalf of the respective Vendor, and eventually settles the same.

Except to the extent otherwise required by applicable law, the Company is not liable for any payments authorized through the Platform using Your Payment Details. Particularly, the Company is not liable for any payments that do not complete because: (1) Your payment card or bank account or third party wallet does not contain sufficient funds to complete the transaction or the transaction exceeds the credit limit in respect of the Payment Details provided; (2) You have not provided the Company with correct Payment Details; (3) Your payment card has expired; or (4) circumstances beyond the Company's control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) prevent the execution of the transaction.

With regards to payments, the Platform shall not be responsible for any unauthorised transactions conducted on our Platform using Your payment card or internet banking. The Platform shall not be obligated to refund any money to You in such instances.

## **CANCELLATION POLICY**

You can request for cancellation on permissible products and services on the platform, However, acceptance of cancellation requests shall be at the sellers' / Company's discretion and dependent

on the cancellation cut-off time and the Products ordered by You. There shall be no refunds for on-demand Product and service orders.

In case of a transaction made to purchase a Trial, Training, Practice Match, Tournament, Event, Workout Session, A customer is not entitled to a refund/reschedule if he/she fails to attend the session.

## **REFUND POLICY**

In the event of permitted cancellations for the purchase of service and products, refunds shall be made within 7-8 days from the date of such cancellation to the original source of your payment after deducting cancellation charges up to 5% and taxes as applicable.

The Company and / or relevant service provider(s) / vendor shall have the right to cease/terminate relationship with You unilaterally without any reason, and applicable amount or cash back (if any) or pro-rata refund, as the case may be, shall be refunded to You subsequently.

In case of unfulfillment from SPORTS IN or its affiliated service provider the customer is eligible for the refund in the form of WALLET only when the concern is raised and not resolved within 7 Business days. The customer has to intimate SPORTS IN within 48 hours from the start date of the membership purchased.

If the service partner shuts down their business or discontinues their services - SPORTS IN is not responsible for a refund/transfer of membership. The aforementioned is in the hands of the service partner.

## **SERVICES**

Services provided to Users by SPORTS IN are subject to Users' acceptance and approval of this Agreement. SPORTS IN reserves the right to modify, at any time, the nature of Services or any part of Services and the terms of use of this Agreement. Users are requested to regularly visit and review these Terms of use and Privacy Policy, as may be updated from time to time.

The purpose of provision of Services is to facilitate an online marketplace for the Buyers and Sellers for display, marketing and/or sale of sports and fitness related services and products at

the nearest location. The Platform is also engaged in various activities for promoting a player and Athlete.

In order to provide certain parts of Services to the Users SPORTS IN may require the Users to register on the Platform by providing certain information (“Registrable Services”). Users agree and understand that Registrable Services shall not be provided by SPORTS IN to a User unless such User registers on the Platform in the form and manner required by SPORTS IN.

Users agree and acknowledge that provision of Registrable Services is dependent on the information provided by a User to access such Registrable Services and ensure that all such information provided by the User to SPORTS IN in order to access the Registrable Services shall always be true, accurate, complete and updated.

The Services may be availed by the Users by:

- Booking trials and appointments through the Platform for sports and fitness related services.
- purchasing a membership offered by Sellers on the platform.
- Participating in events by Seller and or service provider.
- Placing an order through the Platform for delivery of a sports and fitness related product.
- Add Selective Service Provider as your Promoter for Team Building, maintain a profile, get a sponsor.
- Accessing (either through itself or through another Person) the Platform or any Content thereof.
- Simply surfing and/or browsing the Platform.

The Platform may include links to other online platforms which may contain materials that are objectionable, unlawful, or inaccurate. SPORTS IN does not endorse or support these links or the products and services they provide; these links are provided for Users’ convenience only. SPORTS IN is not responsible or liable for the content or accuracy of such links.

Subject to applicable law, SPORTS IN may stop provision of Services (or any part of Services), permanently or temporarily, to a User or to Users generally or may modify or change the nature of Services and/or these Terms of use at its sole discretion, without any prior notice to the Users. Use of Services by a Person following any such modification constitutes such Person’s deemed acceptance to be bound by this Agreement (or as it may be modified).

## USE OF SERVICES

In order to use Services, a Person will require accessing the Platform through the internet in such form and manner as provided by SPORTS IN. SPORTS IN may update the Platform from time to time in order to ensure a better User experience and consequently may temporarily cut or restrict Users' access to the Platform or to the Services.

Users shall use the Services only for such purposes as is permitted:

- By this Agreement;
- if User is a natural person, by any law, regulation or generally accepted practices or guidelines applicable in the country of which User is a citizen, in which User is a resident or from where User accesses the Services; and
- if User is a Person other than a natural person, by any law, regulation or generally accepted industry practices and guidelines applicable in the country where User is registered, where User maintains its principal office or from where User accesses the Services.

While most parts of the Services are available to Users free of cost, certain parts of Services may be provided to the Users at a cost. SPORTS IN reserves that right to amend these Terms and impose a cost on free parts of Services in future. SPORTS IN will use its reasonable efforts to give Users a prior intimation as and when any part of free Service becomes a paid Service. If, after being so intimated, any User access paid parts of Services, cost for such paid Services shall become due and payable by such User to SPORTS IN and SPORTS IN shall have the right to recover the cost of provision of such paid Service to the User, from the User.

Users agree and acknowledge that with respect to any content that may be created, accessed or uploaded by another User or Seller on the Platform and/or through the Services, including any comments and feedbacks on the sports and fitness product and services by the Users and/or blogs posted by the Users ("Content"), Users shall be bound by specific roles and obligations of these Terms of use, in addition to other obligations contained elsewhere in the Agreement.

Users who or which have registered for accessing Registrable Services shall be provided access to an online account on the Platform through which such Users may access the Registrable Services. It shall be the sole responsibility of the Users to maintain the privacy and confidentiality of their access details (user id, password etc.) with respect to Registrable Services. Any access to or use of Registrable Services from the registered account of a User shall be construed as access to or use of such Registrable Services by such registered User.

SPORTS IN guarantees the lowest/best price for booking of any services of our partner, service provider or seller on SPORTS IN. Should you find a lower price for the same service on any other platform online/offline, inform us we will refund the difference.

## **RESTRICTION ON USE OF SERVICES**

Users will not use the Services or any Content for any purpose that is illegal, unlawful or prohibited by this Agreement.

Users will not access (or attempt to access) the Services or Content provided through the Services by any means other than in the form and manner provided by SPORTS IN, unless such User has been specifically allowed to do so in a separate written agreement with SPORTS IN.

Users will not circumvent or disable any digital rights management, usage rules, or other security features of the Platform; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Platform; and not use Services in any manner that threatens or is likely to threaten the integrity, performance or availability of Services.

Users will not attempt to or engage in any activity that may:

- reverse engineer, decompile or otherwise extract the source code(s) related to the Services or any part thereof, unless it is expressly permitted by SPORTS IN in writing or is required by applicable law;
- use any robot, spider, retrieval application, or other device to retrieve or index any portion of Services or Content;
- collect information about other Users in any illegal or unlawful manner for any illegal or unlawful purpose;
- register on the Platform to access Registrable Services or create any online accounts by automated means or under false or fraudulent pretences for using the Services;
- transmit any viruses, worms, defects, trojan, or any items of a destructive nature through Services;
- use Services in any manner that can damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the Services, or interfere with any other third party's access to and enjoyment of Services;

- carry out any denial of service (DoS, DDoS) or any other harmful attacks on the Platform or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to Services or any part of Services or any User;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Platform; or
- obtain any materials or information through any means not intentionally made available, in the opinion of SPORTS IN, through Services.

Users agree and undertake not to impersonate another Person or impersonate, guide or host on behalf of, or falsely state or otherwise misrepresent its own affiliation with any Person, including, but not limited to SPORTS IN, SPORTS IN's officials, employees, agents, partners, affiliates, dealers and/or franchisees.

## **ROLES AND OBLIGATIONS OF SPORTS IN AND USERS**

Users agree to the following roles and obligations in order to avail Services:

- Marketplace of sports and fitness products and services: Subject to other provisions of this Agreement, Buyers may purchase and Sellers may sell any sports and fitness products and services through the Platform. For such purchase of sports and fitness products and services, in addition to other applicable terms of the Agreement, Users specifically agree to the roles and obligations of the Buyers set out under Terms of use. For marketing, sale and/or promotion of sports and fitness products and services through the Platform, in addition to other applicable terms of the Agreement, Sellers will be required to enter into a separate written agreement with SPORTS IN. Any sale of sports and fitness products and services through the Platform will constitute a contract of sale between the Buyer of such sports and fitness related products and services and the Seller of such products and services and all sports and fitness products and services shall be delivered by such Seller to such Buyer directly. SPORTS IN shall not be responsible for delivery, merchantability, quality, suitability and aptness of any product or service sold or delivered or accessed using the Platform.
- Content in relation to Services: Users may create and/or display Content (including information regarding the offerings of Sellers, pictures, comments, ratings and feedback) on the Platform. By displaying any

Content on the Platform, unless agreed to and provided for to the contrary, Users grant SPORTS IN a right to use such content in any manner.

- **Content Responsibility:** Users acknowledge and understand that SPORTS IN shall not review, and cannot review, all of the Content displayed on the Platform, and cannot therefore be responsible for such Content (unless such Content has been created by SPORTS IN itself). Each User is entirely responsible for any Content displayed or accessed by such User through the Platform, and any harm resulting from display or use of such Content.
- **Removal of Content:** Users understand and acknowledge that if a User deletes or removes any Content from display, SPORTS IN will use reasonable efforts to facilitate removal of such Content from the Platform, but cache, cookies, back up files or references to such deleted Content may not be immediately removed and/or disposed of.
- **Commercial Use:** Unless agreed to the contrary in writing, Services provided by SPORTS IN are for non-commercial and personal use of the Users only. Users are not allowed to copy, reproduce, alter, modify, create derivative works of, or publicly display any Services or any part thereof without a prior written consent of SPORTS IN.
- **Buyers agree to the following roles and obligations in order to avail the Services:**
  - **Purchase of sports and fitness products and services:** Buyers may purchase products and services from Sellers through the Platform at the price provided therein. Buyers acknowledge that such purchase of sports and fitness products and services is being made directly from the Seller through the Platform and SPORTS IN is only providing a platform for the Buyers and Sellers to interact online with respect to such sale through the Platform.
  - **Registration:** Buyers will need to register with SPORTS IN through the Platform by providing such information as may be requested by SPORTS IN from the Buyer. The information provided by the Buyer while registering or at the time of finalizing a purchase shall be the final billing address and shipping address for delivery of the sports and fitness product and/or service.
  - **Adequacy of Information:** The Buyer represents and warrants that all the information furnished by such Buyer at the time of registration will be true, complete, correct and updated and any change in such information will be updated by the Buyer and intimated to SPORTS IN immediately.



SPORTS IN is entitled to act on the basis of the information provided by the Buyer and seek such further information, clarifications or verifications as it may deem necessary for granting registration. Such registration may be suspended or cancelled if SPORTS IN is of the view that any of such information may be fake, incomplete, false, redundant or inaccurate.

- **Confirmations and Invoicing:** All order confirmations and invoices will be raised by SPORTS IN based on the registration information provided by the Buyer and available with Sports In at the time of making a purchase and accordingly payments will be accepted by SPORTS IN only from the Buyer so registered.
- **Payments:** Once Buyer has placed an order on the Platform for purchasing any sports and fitness product or service; Buyer is required to make advance payment of the price of the product or services in such form and manner as permissible by the Platform. SPORTS IN may use third party platforms in order to facilitate such payment by the Buyers and will not be responsible for any loss or damage caused to the Buyer by any such third parties.
- **Acceptance of Delivery:** Buyers acknowledges that placing an order for purchase through SPORTS IN constitutes an irrevocable acceptance of the purchase and accept delivery/use of such sports and fitness product and/or services once such order has been delivered/used, unless rescinded/cancelled by SPORTS IN within a reasonable time on account of a default by the Seller or any prior or continuing breach by the Buyer.
- **Limitation of Liability:** Buyer acknowledges that Seller (and not SPORTS IN) will be responsible for adequacy and accuracy of information displayed with respect to sports and fitness products and services, the entire process of sale of sports and fitness products and services including pricing of products and services, delivery/use, return, packaging and authenticity of the products and services, SPORTS IN limited responsibility in terms of provision of Services is dependent on the information provided by the Seller. In case of any inaccuracies in any information provided by a Seller or a Buyer, SPORTS IN shall not be responsible for any consequences thereof.
- SPORTS IN shall play the following role and have the following rights with respect to provision of Services:
  - **Content License:** Users hereby grant to SPORTS IN and SPORTS IN hereby accepts a worldwide, non-exclusive, sublicensable, limited license to use any Content uploaded by the User on Platform for using the Services or

otherwise. For avoidance of any doubt, ownership of all Content uploaded by the User on the Platform shall rest with such User and SPORTS IN shall use such Content only for limited purposes as agreed herein ("Content License").

- Promotion of Content: SPORTS IN may feature any Users or any Content in any curation, assortment, marketing story or other social media content on the Platform by giving due credit to the Users.
- Non-Exclusivity: SPORTS IN has a right to engage with multiple Users at the same time for provision of Services or same part of Services or for engagement in same or similar activity.
- Prohibit Access: SPORTS IN reserves the right to, at its sole and absolute discretion, deactivate any User's account on the Platform and block any User's access to Platform upon a material violation of this Agreement by such User. SPORTS IN also reserves the right to block or suspend the use of Platform, Content, or Services at any time for any reason. SPORTS IN shall use best efforts to give a reasonable notice of such prohibition to the concerned User.

## TERMINATION

- Each User is bound by the Agreement from the time such User commences using the Services till the time such User ceases to use Services. Notwithstanding anything else contained herein, all the rights and obligations of Users under this Agreement, which either expressly or by their nature survive the termination of this Agreement, will not be extinguished by termination of this Agreement.
- Users may terminate this Agreement by ceasing access to Services in any manner, including disabling access to Registered Services. SPORTS IN may terminate this Agreement with respect to any User by suspending or permanently barring access to Services.
- SPORTS IN reserves the right to terminate Users' access to Services or any part of Services, at any time if:
  - such User, knowingly or unknowingly, causes direct or indirect breach, as ascertained by SPORTS IN, of these Terms of use or Privacy Policy or any part of the Agreement;

- such User does not pay the requisite cost of using such part of Services which is not provided by SPORTS IN free of cost and is paid in nature;
  - a third party (if any) with whom SPORTS IN offers Services has terminated its relationship with SPORTS IN or ceased to offer the related services to SPORTS IN or to such User;
  - provision of Services or any part of Services is no longer commercially viable or feasible for SPORTS IN;
  - SPORTS IN believes that such User is a repeat infringer of the terms of use of this Agreement; or
  - SPORTS IN is required to terminate this Agreement by applicable law, government order or order of a court with requisite jurisdiction.
- Upon termination of this Agreement with respect to a User, all the legal rights, obligations and liabilities that such User and SPORTS IN have benefited from, been subject to (or which have accrued over time whilst the Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and shall continue to apply to such rights, obligations and liabilities indefinitely.

## **INTELLECTUAL PROPERTY RIGHTS AND DATA OWNERSHIP**

- Use of Services shall, at all times, be governed by and subject to the applicable laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property and Users agree to abide by such laws. A User shall solely be responsible for any violation of any law or for any infringement of any intellectual property rights caused by such User's use of Services.
- When a User uploads, submits, stores or sends any Content to or through the Services, such User grants the Content License to SPORTS IN including, SPORTS IN's employees, agents, consultants (as the case may be) to use, copy, transmit, host, store, reproduce, modify, create derivative works of, communicate, publish, publicly perform, publicly display, print, edit, translate, reformat and distribute such Content. The rights Users grant in this license are for the limited purpose of operating, promoting, and improving Services, and to develop new services. This license shall continue to operate even if a User stops using Services or terminates this Agreement.

- Unless specified to the contrary and subject to applicable law, ownership of all intangible and/or intellectual property developed or existing (including any data generated as a result of Services) shall rest with SPORTS IN. Nothing in these Terms of use shall be construed as granting of any implied licenses by SPORTS IN and all rights not expressly granted to a User are reserved solely by SPORTS IN unless specified otherwise.
- Notwithstanding anything else contained herein and subject to applicable law, ownership of any data generated pursuant to SPORTS IN engagement with Users and/or provision of Services shall rest solely with SPORTS IN and SPORTS IN may use such data for any purpose in accordance with its Privacy Policy.
- SPORTS IN respects the intellectual property rights of Persons and does not hold any responsibility for any violations of any intellectual property rights by Users.

## PRIVACY POLICY

[Privacy Policy](#) explains how SPORTS IN treats Users' data and protects Users' privacy when Users use the Services. By using the Services, Users agree that SPORTS IN can use such User generated data according to Privacy Policy.

Users are responsible for maintaining the confidentiality of passwords associated with any device or online accounts that Users use to access Services. Accordingly, a User is solely responsible for all activities that occur with use of such Users' online account or device. If a User becomes aware of any unauthorized use of its online account or device, such User will immediately notify the relevant authorities of the same.

## LIMITATION OF LIABILITY AND INDEMNIFICATION

- Use of Services and/or Content is entirely at User's own risk and SPORTS IN shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, monetary or any other damages, fees, fines, penalties or liabilities whatsoever arising out of or relating to a User's use of Services or Content.
- SPORTS IN shall make reasonable efforts to make the Services available to Users in the best possible manner. However, a User may cease from accessing the Services if such User is not satisfied with Services.
- Users acknowledge that Services only include providing an online platform for displaying, marketing, buying, selling and promoting sports and fitness related

products and services. Any sale transaction made between a Buyer and a Seller shall constitute an agreement of sale between such Buyer and Seller and SPORTS IN shall have no liability with respect to quality, appropriateness, merchantability, authenticity and accuracy of the goods or services sold or provided, the delivery, delivery condition, packaging and insurance costs associated with the goods or services sold through the platform. SPORTS IN, by providing the Platform, does not constitute an institution of agency with any of its Users and SPORTS IN relationship with each and every individual User shall be on a principal to principal basis. Please refer to the access and understand the roles and obligations of Users and SPORTS IN in relation to provision of Services by SPORTS IN.

- Users shall defend, indemnify and hold SPORTS IN, and SPORTS IN's officers, directors, employees, representatives, consultants and agents harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fee that may result from or alleged to result from (a) such User's access to or use of the Services; (b) such User's breach of any rules, regulations and/or orders under any applicable law; or (c) such User's breach of any obligation under this Agreement.
- Each User is responsible for any breach of its obligations under the Agreement and/or for the consequences of any such breach.

## **NO WARRANTIES**

SPORTS IN disclaims all warranties in relation to access to or provision of Services, whether express or implied, including but not limited to:

- Services being constantly available or available at all;
- Services being successfully executed in all cases;
- platform being always functional without any disruption, delay or error;
- User's ability to use the Services, directly or indirectly;
- Users' satisfaction with the Services;
- The accuracy of the data provided in the course of Service;
- The security and privacy of each User's data;
- That all bugs or errors in relation to Services will be fixed or corrected;

- That Platform will be compatible with all devices, all networks and all browsers;
- That use of Services is fit for a particular purpose or use, except as provided herein; or
- That Services and Contents is accessible in every location.
- SPORTS IN, SPORTS IN's officers, directors, employees, affiliates and agents and any other service provider responsible for providing Services in connection with this Agreement will not be liable for any acts or omissions, including of a third party, and including those vendors participating in SPORTS IN's offerings made to Users, or for any unauthorized interception of data or breaches of this Agreement attributable in part to the acts or omissions of third parties, or for damages associated with SPORTS IN, or equipment that it does not furnish, or for damages that result from the operation systems, equipment, facilities or services or products provided by third parties that are interconnected with SPORTS IN.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

The Services may be provided from and the Platform may be controlled and operated from and through any country and may be subject to the laws of that country. When a User accesses the Services from any location, then, the User is responsible for compliance with the local laws applicable to such User.

This Agreement shall be governed by and shall be construed in accordance with the laws of India. All disputes relating to this Agreement shall be settled in the courts located at Pune, India.

Any cause of action arising out of a Usage of the Platform for use of Services must be commenced within 30 (thirty) days after (a) when such cause of action accrues; or (b) such User becomes aware of the facts giving rise to the cause of action, whichever is later, else, such cause of action shall be permanently barred.

## **NOTICES**

SPORTS IN may post notices within the platform or send Users notices on the registered e-mail address or the telephone numbers as shared by the Users with SPORTS IN. Users will be deemed to have received such notices, if sent via e-mail, within 24 (twenty-four) hours of SPORTS IN sending the notice. Use of Services by any User after expiry of 3 (three) days from the day notice was sent, shall constitute receipt and acceptance of the notices sent to the User.

## DISCLAIMER

It shall be automatically deemed that by allowing any person below the age of 18 years to use or transact on the platform of Sports In, their legal guardians have expressly consented to their use and we disclaim any liability arising from the failure to do so.

Any advice received or inferred via the services should not be relied upon by the users for any personal, medical, legal or financial decisions and users should consult an appropriate professional for tailored advice, specific to such user's situation and/or medical condition.

SPORTS IN shall not be responsible for viruses, worms, trojan, and other harmful or destructive content. the platform may contain content that is offensive, indecent, or otherwise objectionable. the platform may also contain content that infringes the intellectual property and other proprietary rights of third parties, or the downloading, copying or use of which is subject to certain additional terms and conditions, stated or unstated. sports in disclaims any responsibility for any harm resulting from the use of the platform, or from any downloading of content posted on the platform.

If you have any questions regarding the Terms of Use and [Privacy policy](#), you may contact Us at email; [info@SPORTS IN.co.in](mailto:info@SPORTS IN.co.in)

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