

## **Spordy – Terms and Conditions of Use**

Welcome to Spordy (“we”, “us” or “our”)! Collectively, these Terms and Conditions of Use govern your access to and use of Spordy. References to “Spordy” include the mobile application and the website, when applicable. All references to “you” or “your,” we mean the person who uses the Spordy in any way; including individuals or the company, or other legal entity on behalf of which such individual is accessing or using the Spordy, as applicable. By using Spordy, you agree to the following Terms of Use which contain important information about your legal rights and obligations. If you do not or are unable to agree to this Agreement, you are not permitted to use Spordy.

### **1. Acceptance of Terms**

By using Spordy, you agree to these Terms of Use, as well as any additional terms and conditions that may be posted on the mobile application from time to time. We reserve the right to modify these terms at any time, and will notify you of any changes through the mobile application. Your continued use of Spordy after such notification constitutes your acceptance of the modified terms.

You represent that you are at the age of 13 or over. Those under 13 are not allowed to use Spordy. If you are over 13 and under 18, you represent that you have your parent or guardian’s permission to use Spordy. Please have them read this Agreement with you. If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use Spordy, you are subject to the terms of this Agreement and responsible for your child’s activity on Spordy and in any related events.

### **2. User Accounts**

To use Spordy, you must create an account with a valid email address, name, location and create a password. You will also have the ability to provide additional optional information, which is not required to register for an account but maybe helpful for Us in providing you with a more customized experience when using Spordy. We will use this information to provide the services offered by Spordy, and may share it with third-party service providers who help us operate the mobile application. You represent that all registration information that you submit is truthful and accurate and you are responsible for keeping your account information up to date and secure.

### **3. User Conduct**

You may not use Spordy to engage in any illegal activity, or to harass or defame other users. You are solely responsible for any content that you post on Spordy, and you represent and warrant that you have the right to post such content. We reserve the right, but have no obligation, to monitor the materials posted on the Spordy and we reserve the right to remove any content that we believe violates these Terms of Use or is otherwise inappropriate. Examples of your Content include but not limited with: The material that you typically post to Spordy, such as information about Spordy groups and Spordy events, comments, photos and videos; all feedback, suggestions, and other communications that you send or direct to Spordy. You may not use Spordy to send unsolicited commercial messages or to spam other users.

You may not create Events or reach Users of Spordy in any way if your aim is to make money or promote your own app or organization. If an individual, organization, team, court or any other User is intending to use Spordy for economic gain or benefit for their own app; approval of Spordy is required. We reserve the right to remove any events or Users that are deemed to violate this policy. Contact [contact@spordy.app](mailto:contact@spordy.app) to get your approval.

You agree that you will not use Spordy to solicit or collect personal data from others except as necessary for the administration of or participation in a group or event or any sensitive personal information or data, as defined or treated as such under applicable law.

By using Spordy, you agree not to extract data from Spordy for any commercial purpose not permitted by these Terms of Use, whether using automated systems or software, operated by a third party or otherwise ("screen scraping," "data scraping," or "web scraping"). You also agree not to engage in any activity that interferes with or disrupts Spordy systems. Additionally, you agree to use any personal data collected from Spordy in accordance with applicable laws, rules, and regulations and solely for the purpose of participating in Spordy events and organizations.

#### **4. Intellectual Property**

All content on Spordy, software of mobile application and website; including text, graphics, logos, and images, is owned by Spordy, founder Mert Gurkan, or its licensors and is protected by Canadian and international copyright laws. You may not use Spordy's content without our express written permission. By using Spordy, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any content you post on Spordy, in any media or format, for the purpose of providing and promoting Spordy.

Spordy respects the intellectual property of others, and we expect our members to do the same. We may, in appropriate circumstances and in our discretion, remove or disable access to material that we believe may infringe on the intellectual property rights of others. We may also restrict or terminate access to Spordy to those who we believe to be repeat infringers. If you believe your intellectual property rights have been violated, please contact us at [contact@spordy.app](mailto:contact@spordy.app)

#### **5. Liability and Indemnification**

You use Spordy at your own risk. Spordy and its owners are not liable for any harm or damages that may result from your use of the mobile application. You agree to indemnify Spordy and its owners against any claims or damages arising from your use of the app. This includes any legal fees and expenses incurred by Spordy as a result of your use of the mobile application. In no event shall Spordy or its owners be liable for any indirect, special, incidental, or consequential damages arising from your use of the mobile application. Spordy is not responsible from any injury, accident, permanent disability or death that might result in an Event created through Spordy. We are also not responsible from any property loss, severe social and economic losses arising from, but not limited to; participation in Events, Spordy hosted activities or facilities, premises or equipment.

We do not guarantee every participant will be attending to the Event, so you are responsible to keep track of the number of participants. Spordy is not responsible of the quality and authenticity of the Event and Locations, as it's hosted by you; and you are responsible to verify them.

## **6. Disclaimers**

Spordy does not guarantee the accuracy or completeness of any content on the mobile application. We are not responsible for any errors or omissions, or for any loss or damage that may result from your reliance on such content. Spordy does not guarantee that the mobile application will be error-free or uninterrupted, or that any defects in the mobile application will be corrected. Spordy may modify, suspend, or discontinue the mobile application at any time, for any reason, without notice. You are solely responsible for ensuring that your device and internet connection are compatible with Spordy and for any costs associated with using the mobile application. Spordy is not liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of Spordy or your obtaining any material from, or as a result of using Spordy.

We do not guarantee there will be no loss or corruption of data, although regular backups of Content are performed. Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed. We will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content, but you acknowledge that the Spordy has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state. You agree to maintain a complete and accurate copy of any Content in a location independent of Spordy.

## **7. Termination**

We reserve the right to terminate your account and/or access to Spordy at any time, for any reason, without notice. In the event of termination, all licenses and rights granted to you under these Terms of Use will immediately terminate. Upon termination, you must immediately cease all use of Spordy. We may also suspend or limit your access to Spordy in case of suspected or actual fraudulent or illegal activity, or for any other reason we deem appropriate.

## **8. Governing Law**

These Terms of Use shall be governed by the laws of Canada, Ontario. Any disputes arising from your use of Spordy shall be resolved in the courts of Canada, Ontario. If any provision of these Terms of Use is found to be invalid or unenforceable, such provision shall be deemed severed from these Terms of Use and the remaining provisions shall remain in full force and effect.

If You have any concern or dispute about the Spordy, You agree to first try to resolve the dispute informally by contacting Us and you agree not to settle any Claim without our prior written consent.

## **9. Privacy**

We are committed to protecting your privacy and personal information. Our Privacy Policy explains how we collect, use, and disclose your information when you use Spordy. By using

Spordy, you agree to the terms of our Privacy Policy, which is incorporated by reference into these Terms of Use. You may access and review our Privacy Policy at any time by visiting the mobile application or our website.

#### **10. User Feedback**

We welcome your feedback and suggestions regarding Spordy. By submitting any feedback or suggestions, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such feedback or suggestions in any media or format, for any purpose. You represent and warrant that your feedback or suggestions do not infringe any intellectual property rights or other rights of any third party.

#### **11. Third-Party Links and Services**

Spordy may contain links to third-party websites or services that are not owned or controlled by Spordy. We are not responsible for the content, privacy policies, or practices of any third-party websites or services. We encourage you to review the terms of use and privacy policies of any third-party websites or services that you access through Spordy. Your use of any third-party websites or services is at your own risk.

#### **12. Changes to the Terms of Use**

We reserve the right to modify these Terms of Use at any time. We will notify you of any changes through the mobile application, and your continued use of Spordy after such notification constitutes your acceptance of the modified terms. It is your responsibility to review the Terms of Use periodically to stay informed of any updates or changes.

#### **13. No Waiver**

A party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive any right to act with respect to subsequent or similar breaches.

#### **14. Severance**

If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and Conquer nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

#### **15. Contact Us**

Please contact us for any questions or comments regarding the Terms of Use and other policies governing Spordy by e-mail at [contact@spordy.app](mailto:contact@spordy.app)

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