

# Terms of Use

**Last updated on October 21st, 2024**

Welcome to **Sports for Life** (referred to as “we,” “us,” “our”), a platform operated by **Jambavan Academy Private Limited**. These Terms of Use govern your access to and use of both our **website** and **mobile app** (collectively, the "Platform"). By accessing, browsing, using, downloading, framing, linking or engaging in any transactions on our Platform, you ("user," "visitor," "you," "your") acknowledge that you read, understand, and agree to comply with these Terms and to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. If you do not agree to these terms, please discontinue using the Platform.

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## 1. Usage

As a condition of your use of the Platform, you shall not use the Platform for any purpose(s) that is unlawful or prohibited by these Terms of Use. You shall not use the Platform in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of any services associated with the Platform. You shall not attempt to gain unauthorised access to any section of the Platform, other accounts, computer systems or networks connected to any server or to any of the services associated with the Platform, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Platform.

We reserve the right to deny access to any user or group of users to the Platform, at our sole discretion, at any time, and for any reason or no reason, without liability and without advance notice. We may independently investigate, involve and/or cooperate with law enforcement authorities in prosecuting or investigating users. Our sole judgment applies to determinations of these limitations and prohibited uses.

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## 2. General Terms

The content available on our Platform is for informational purposes only and may be subject to change without prior notice. Your continued use of the Platform after any changes implies your acceptance of the updated terms. The use of any product, service or feature information, tools (the “Materials”) contained on this Platform are not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject us to any registration or licensing requirement within such jurisdiction.

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## 3. Cookies and Data Collection

We use cookies and similar technologies to enhance user experience on our Platform. By using the Platform, you consent to the use of cookies and data collection in accordance with our **Privacy Policy**. Cookies are used for Platform functionality, user experience improvement, and retrieval of user information. Certain third-party partners may also use cookies on our Platform.

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#### **4. License and Intellectual Property**

The trademarks, logos, and service marks, including but not limited to our name, logos, and icons identifying products and services (collectively, “Trademarks”) displayed on the Platform, are our registered and unregistered Trademarks. Certain portions of the Platform are identified as being the subject of a specific copyright held by an entity other than us and, as such, may not be copied without the permission of the holder of the copyright. You may access and use the content for personal purposes, subject to the following restrictions:

You must not:

- Republish content without our prior permission.
- Sell, rent, or sub-license content from our Platform.
- Reproduce, duplicate, or copy content without our consent.
- Redistribute our content without our proper approval.

In consideration of this authorisation, you agree that any copy of the content (or any portion thereof) that you make shall retain all copyright and other proprietary notices contained herein or therein. The services, technology, and/or processes described in this Platform may be the subject of intellectual property rights reserved by us or other third parties. Nothing contained herein shall be construed as conferring to you in any manner, whether by implication, estoppel or otherwise, any license, title, or ownership of or to any of our intellectual property right or that of any third party.

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#### **5. Member Account, Password, and Security**

If any of the services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You will use your mobile number to log into our app by entering an OTP. You are entirely responsible for maintaining the confidentiality of your account and OTPs sent to your mobile number. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree to notify us immediately of any unauthorised use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account or OTPs, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your account or password. You may not use anyone else’s account at any time, without the permission of the account holder.

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#### **6. Player Performance Tracking and Data Collection**

The SFL app includes robust tools designed to track player performance during training sessions, practice matches, and tournaments. Data collected includes attendance records, match statistics, individual skill evaluations (such as technical, tactical, physical, and psychological assessments), fitness levels, and general progress over time. This information is critical for coaches to assess player development, tailor training sessions to address specific needs, and provide feedback to parents. The app securely stores this data, ensuring that only authorized individuals (such as coaches, academy staff, and parents) have access. Data collection is continuous and designed to facilitate ongoing player evaluations throughout their time at the academy. By using the app, you agree to the collection, analysis, and sharing of this performance data as part of the sports training and development process. Additionally, anonymized or aggregated data may be used for performance benchmarking or research purposes.

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## 7. Communication and Notifications

To ensure seamless communication between academies, coaches, parents, and players, the SFL app sends notifications for various purposes. These notifications include reminders about upcoming training sessions, match schedules, important academy announcements, performance updates, attendance records, and other time-sensitive information. Communication is critical for ensuring that parents and players are informed about any changes, last-minute updates, or cancellations related to coaching and tournament activities.

Notifications are delivered via in-app alerts, email, or SMS depending on the user's communication preferences. The app provides users with the ability to customize their notification settings, allowing them to manage which types of alerts they wish to receive and how they want to be notified. However, disabling certain notifications may result in users missing critical updates.

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## 8. Payment and Transactions

The SFL app facilitates secure payments for a variety of services including coaching sessions, tournament registrations, and other academy-related fees. Payments are processed through third-party payment providers, such as **Razorpay**, and are fully encrypted to ensure data security. We do not store sensitive payment card information on our servers. All payment transactions are subject to our **Refund and Cancellation Policy**, which permits cancellations and refunds within 7 days of booking a service, provided that the session or service has not yet commenced. After this period, refunds may be considered only in exceptional circumstances, such as unforeseen events or medical emergencies. Users are responsible for ensuring the accuracy of their payment information, and any issues such as incorrect charges, payment failures, or disputes should be reported to customer support immediately for prompt resolution. The app allows users to view payment history, download receipts, and manage subscriptions related to coaching or tournament programs.

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## 9. Cancellations and Refund Policy

We are committed to providing high-quality sports coaching services through our partner academies. We understand that sometimes plans change, and we have therefore adopted a fair and flexible cancellation and refund policy for our customers.

### A. Cancellation Policy

- **Eligibility for Cancellation:** Cancellations will be considered only if the request is made within 7 days of booking a service (such as a sports coaching program, training session, or camp). After this period, cancellations will not be entertained.
- **Exceptions to Cancellation:** Cancellations may not be accepted if the coaching program or session has already commenced or is scheduled to begin within 7 days from the time of the cancellation request.
- Cancellations for limited-capacity programs (such as specialized training sessions or exclusive workshops) may not be allowed once your spot has been confirmed.

### B. Refund Policy

Refunds are provided under the following circumstances:

- **Program Quality Concerns:** If the coaching services delivered by our partner academies do not meet the expected quality or do not align with the details provided, please notify our Customer Service Team within 7 days of attending the first session. We will investigate the issue and determine whether a refund or alternative solution (such as a replacement session) is appropriate.
- **Missed Sessions or Non-Attendance:** Refunds will not be provided for missed or skipped sessions unless the absence is due to medical reasons. In such cases, you may need to provide a valid medical certificate for us to process a refund or reschedule the session.
- **Cancellation by us or Partner Academy:** In the rare case where we or our partner academies cancel a session or program, you will be eligible for either a full refund or the option to reschedule for another session.

### C. Refund Process

- **Refund Timelines:** Once approved, refunds will be processed within 6-8 business days and credited to the original payment method used for the booking.
- **How to Initiate a Refund Request:** If you are eligible for a refund, please contact our Customer Service Team at [contact@sportsforlife.in](mailto:contact@sportsforlife.in), and we will assist you with the process.

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## 10. Tournaments and Match Statistics

When players participate in tournaments hosted by SFL, the app automatically collects and displays real-time match statistics, including both individual and team performance metrics. This includes goals scored, assists, match ratings, team standings, and player contributions (e.g., shots taken, passes completed, tackles made). These statistics provide valuable insights to coaches, players, and parents, helping them to assess game performance and identify areas for improvement. By registering for tournaments through the app, players and their guardian's consent to the collection, publication, and display of match-related data on the app. Data will be accessible to all registered users (players, parents, coaches) and may be used for post-match analysis, review sessions, and player evaluations. SFL also reserves the right to use anonymized or aggregated statistics for research, performance benchmarking, or promotional purposes. Tournament data remains stored on the app, enabling users to access historical match records and track progress over multiple tournaments or seasons.

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## 11. User Comments and Contributions

The Platform may provide features for users to post comments, reviews, or feedback (collectively referred to as "Comments"). Comments do not reflect our opinions, and we are not responsible for any liability arising from user-generated content.

You warrant that:

- You have the legal right to post Comments, and they do not infringe on any intellectual property rights.
- Comments are not defamatory, harmful, or unlawful.
- Comments do not promote any illegal or commercial activities.

By posting Comments, you grant us a non-exclusive license to use, reproduce, and edit your comments in any form or medium.

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## **12. Linking**

The websites linked to this Platform are not under our control. We are not responsible for and make no representations or warranties concerning the contents of any linked site or any link contained in a linked site. We provide links to you only as a convenience and the inclusion of any link does not imply endorsement, investigation or verification by us of the linked site. If you decide to access any of the third-party sites linked to this Platform, you do so entirely at your own risk. We reserve the right to terminate any link or linking program at any time. There may be circumstances where access to this Platform is provided by a hypertext link located at another website. We do not make any representations or give any warranties with respect to any information contained in or at these other sites and we shall not be liable for any damages or injury arising from the content of these other sites.

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## **13. iFrames**

Without our prior written consent, you may not create frames or otherwise alter the visual presentation of the Platform in any way.

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## **14. Content Liability**

We are not responsible for any content that appears on websites linking to our content. You agree to indemnify and hold us harmless from any claims arising from your use of third-party links or websites. No links should appear on any site that could be interpreted as defamatory, obscene, or unlawful.

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## **15. Accuracy of Information**

While we make every effort to ensure that the information on our Platform is accurate, we do not warrant its completeness or accuracy. We are not responsible for any inaccuracies, typographical error, clerical errors or omissions, or the reliability of any advice, opinion, statement or other information displayed or distributed through the Platform and we will not be liable for any consequences resulting from the use of such information. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk.

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## **16. Liability Disclaimer**

ALL INFORMATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ACCURACY, AUTHORITY, COMPLETENESS, USEFULNESS AND TIMELINESS. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY PUNITIVE, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS, LOST OPPORTUNITY, TIME OR ANY OTHER LOSS RESULTING FROM RELIANCE ON THE INFORMATION CONTAINED ON THIS PLATFORM INCLUDING DAMAGES ARISING FROM INACCURACIES, OMISSIONS OR ERRORS OR ARISING OUT OF THE USE OR INABILITY TO USE THIS PLATFORM, OR PERFORMANCE OF THIS PLATFORM/SERVICES, OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, PRODUCTS, SERVICES AND MATERIAL OBTAINED THROUGH THIS PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THIS PLATFORM /SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE AND HOWEVER ARISING, INCLUDING NEGLIGENCE.

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## 17. Viruses, etc.

We assume no responsibility, and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in this Platform or your downloading of any materials, data, text, or images from this Platform.

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## 18. Governing Law

All disputes arising from the use of our Platform, or any transactions conducted with us will be governed by the laws of **India** without giving effect to its conflict of laws provisions and will be subject to the exclusive jurisdiction of the appropriate courts in **Bengaluru, India**.

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## 19. Mobile App Specific Terms

In addition to the above, when using the **Sports for Life app**:

- You agree that the app may collect and store data to personalize your experience and track player progress.
  - The app may send you notifications regarding training schedules, academy announcements, or other updates.
  - The app should be used only for personal, non-commercial purposes unless otherwise agreed upon in writing by us.
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## Contact Information

If you have any query or become aware of any violation of terms of use, please notify us at:

**Jambavan Academy Private Limited**

**Email:** [contact@sportsforlife.in](mailto:contact@sportsforlife.in)

**Address:** Villa 183, Adarsh Palm Retreat, Lane 8, Bellandur, Bengaluru, - 560103