

Terms of Service

Last updated on May 2018

Read and understand the Terms of Service, Privacy & Cookie and Disclaimer documents carefully before you Join as a member.

IF YOU DO NOT AGREE WITH THE TERMS, YOU MUST NOT JOIN AND MUST NOT USE THE SERVICES WE OFFER. YOU ARE AT LEAST OF LEGAL AGE TO REPRESENT YOURSELF AS AN INDIVIDUAL TO ENTER AND ACCEPT THE TERMS OF SERVICE, PRIVACY AND DISCLAIMER PRESENTED HEREIN.

After signed up, if at any time you find that these terms are unacceptable or you do not agree to any clause, you should contact us (hello@pickleball.sg) to request the removal. If you found that other people signed you as a member without your consent, please contact us immediately.

1. Introduction

- a. Pickleball.sg is a Volunteer Network to Connect, Promote and Share Pickleball's activities among its members and to the public.
- b. At this juncture, we are not a Non-Profit Organisation (NPO) nor Voluntary-Welfare-Organisation (VWO) and we did not register it as a Company to collect fees while promoting this sport in Singapore.
- c. We promote this sport via Facebook Page: <https://www.facebook.com/pickleball.sg/> and Instagram: <https://www.instagram.com/pickleball.sg/>
- d. We use these Platforms (Website, FB Page and Instagram) to promote our services.

2. Our Services

- a. We encourage Game ICs at Community Centres and Sports Hall to list their contacts in our website.
- b. We promote Tournaments, Social plays, Game challenges, Celebrations, Fun activities and etc to all members.
- c. We provide skill tips.
- d. We organise training and visiting tours.
- e. And other activities we deem suitable and beneficial to our members.

3. Copyrights and Trademarks

- a. All user interfaces, user experiences, icons, logos, designs, fonts, text, colours, graphics, sounds, processes, business logic, software codes and etc are protected by Copyrights © under pickleball.sg, ALL RIGHTS RESERVED, except,
- b. Third-parties' software's, which means the copyrighted, patented, or otherwise legally protected software's of third parties that are incorporated in our application development. Other trademarks, product names and company names or logos cited herein are the properties of their respective owners.
- c. We respect the intellectual property rights of others. If you believe that your copyrighted work has been copied and is accessible in our website in a way that constitutes a copyright infringement, please send us the following information:
 - i. A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
 - ii. A description of where the material that you claim of infringing is located, such as the URL (page). You can take a snapshot of the website showing the page address.
 - iii. A statement by you, that the above information you provide is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.
 - iv. Give us your name, postal address, telephone number and email address.

- v. The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf.
- vi. Email the above (i-v) to hello@pickleball.sg.

4. Rights to access and use the Website

- a. Access and Use
 - i. By joining us, you agree to the Legal Document we provide herein.
- b. Join as member
 - i. Once you Sign up, you agree to provide complete and accurate information as requested.
 - ii. You must not use other's name or contacts at any time to Sign Up.
 - iii. You agree to notify us immediately of any unauthorized use of your contacts. We shall not be liable for any losses you incur because of someone else using your contacts, either with or without you or our knowledge.
- c. Contents and Sharing
 - i. Your creation of the contents means that all works and materials (including, but not limited to, text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) belong solely to your rights and responsibilities. You submit to us for publication, processing, or transmission via our Platforms.
 - ii. You grant us a worldwide, irrevocable, non-exclusive and royalty-free rights to reproduce, duplicate, store, publish and distribute your contents in existing or future media and network transmission channel.
 - iii. In case of any circumstances that Your contents, alerts and notifications were wrongly sent to other parties via our Platforms, You will inform us via email as soon as You are aware of these circumstances. You shall hold us harmless and work with us closely, to allow us to access as we may, at our sole discretion, to remediate the situation and recover the error.
 - iv. In case of any circumstances that You receive contents, alerts and notifications were wrongly assigned/posted to you, You should refuse to endorse them. You should inform us via email as soon as You are aware of these circumstances. Upon request, You shall work closely with us to recover the error. You agree not to share/publish the contents to media, or to any other parties, or use it against us and/or the content's owner. By infringing the rightful ownership of the contents, You shall be liable to compensate full damages, losses, costs and fees to Us, the content's owners and any other third parties that may involve.
 - v. In any situation that your content is deem illegal or unsuitable, as we may decide, we reserve the rights to investigate or request for your cooperation. We may with no prior notice, unilaterally, suspend and terminate your membership.

5. Prohibited Activities

- a. You are not allowed to use tools in any way or take any action that causes, or may cause, damage to our Platform or impairment of the performance, availability or accessibility of the Platform;
- b. You are not allowed to use our Platform in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any terrorist, unlawful, illegal, fraudulent or harmful purpose or activity;
- c. You are not allowed to use our Platform to store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- d. You are not allowed to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on our Platform;
- e. You are not allowed to access or interact with our Platform using any robot, spider or other automated means;

- f. You are not allowed to collect user data from our Platform for any direct or indirect marketing activity (email marketing, SMS marketing, telemarketing, direct mailing and etc);
- g. You must not collect data from our Platform to contact individuals, companies or other persons or entities;
- h. You must not reuse our designs, materials, processes and republish them onto another website or claim their rights for your own use either for free or for commercial purposes;
- i. You are not allowed to sell, resell or sub-license our services.;
- j. We have set up web analytics on the Platform. We reserve the right to restrict your access to our Platform at our own discretion if you circumvent or bypass or attempt to circumvent or bypass.
- k. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish any or all your contents and remove your membership.

6. Our Rights

- a. We may edit your profile details except for mobile number, email and password.
- b. The Terms of Service shall survive the termination of your membership.

7. Service Availability & Maintenance Downtime

- a. We will try to operate the Services with utmost care and solve any hardware issues or application bugs with our suppliers and team members. We do not make guarantees or warranties about the Services or promise the performance of the Platform.
- b. We make no representations, conditions or warranties of any kind, whether expressed, implied, statutory or otherwise, including, without limitation to, any warranty that the Services will be uninterrupted, error-free or free of harmful components. The content you provided may be lost or damaged. Thus, the information that you submit to us is at risk of loss.
- c. You acknowledge and agree that your use of the Services is at your own discretion and sole risk and that you will be solely responsible for the loss of data that results from the submission or download or upload of such content. Some jurisdictions do not allow the exclusion of implied warranties or conditions; in such an event, such exclusion will not apply solely to the extent prohibited by applicable law.

8. Entire agreement

The clauses in this document (Terms of Service, Privacy Policy, Disclaimer) shall constitute the entire agreement between You and Us in relation to your use of our Platform and Services.

9. Law and jurisdiction

- a. These terms and conditions shall be governed by and construed in accordance with Singapore Law.
- b. You agree that any claim, shall be governed by Singapore laws regardless of your country of origin or wherever you access our Website or Mobile Application.
- b. Any disputes relating to these terms and agreements shall be subject to the jurisdiction of the courts of Singapore.

10. Our details

- a. We are not a registered company and we operate on Web, FB and Instagram.
- b. You can reach us by emailing us: hello@pickleball.sg

Privacy Policy

1. Introduction

- a. We are committed to safeguard the privacy of everyone visiting our Platform.
- b. By using our Platform, you are agreeing to this policy and consent to the use of Privacy in accordance with the terms set herein.

2. Collecting

We may collect, store and use the following information:

- a. Your name, logo pictures, address, email, contact details and etc.;
- b. Your devices' IP address, browser type, version, operating systems, referral source, length of visit, page views, navigation paths, communication content, metadata associated with the communication, timing, frequency and use patterns;
- c. The activity of you inviting other Individuals to join this Platform;
- d. any other activity information that you choose to send through our Platform.

3. Sharing

- a. We will not provide, share or sell your personal information to third parties.
- b. Your contacts may be shared to our Partners (CC or Interest Group) who is promoting pickleball activities.
- c. We may disclose your information:
 - i. to our employees, appointed agents, suppliers or subcontractors who are serving you;
 - ii. to certain extent when required by police or court or legal entity with authorized approval where we reasonably believe it is possible to disclose some or all your personal information;
 - iii. in connection with any ongoing or prospective legal proceedings;
 - iv. to protect, defend our legal rights;
 - v. to prospective purchaser of our services.

4. Retention

- a. We may retain the backup copy of your contacts. We will retain till such time we deem appropriate and we will dispose it off without any notice to you.

5. Security

- a. We will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information and contents.
- b. Your personal information and contents you provided is stored by the Platforms' providers. It should be firewall protected.
- c. You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of such data sent over the internet.

6. Third party websites

- a. Our website includes hyperlinks to, and details of, third party websites.
- b. We have no control over, and are not responsible for, the privacy policies and practices of third parties.

7. Information Update

We are not responsible to ask for your Contact update. You can join us a new to maintain it up to date.

8. Accuracy

- a. We may update this policy from time to time by publishing a new version on our Platform without notice to you.
- b. You should check our Terms (Terms of Service, Privacy policy and Disclaimer) from time to time and accept the changes.

Disclaimer

1. Introduction

- a. This disclaimer shall govern your use of our Platform (Website, FB Page and Instagram).
- b. By using our Platform, you accept this disclaimer in full; accordingly, if you disagree with this disclaimer or any part of this disclaimer, you must not use our Platform.

2. NO WARRANTY

- a. THE PLATFORM AND ALL MATERIALS, SAMPLES, TEMPLATES, DOCUMENTS OR FORMS PROVIDED FOR USE IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT OF OUR KNOWLEDGE, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT;
- b. WE MAKE NO WARRANTY THAT: (i) THE PLATFORM OR THE MATERIALS WE PROVIDE WILL MEET YOUR REQUIREMENTS; (ii) THE PLATFORM OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR ANY MATERIALS OFFERED THROUGH US, WILL BE ACCURATE OR RELIABLE; OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.
- c. OBTAINING ANY MATERIALS THROUGH THE PLATFORM IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. WE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE UPLOAD OR DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

3. LIMITATION OF LIABILITY AND INDEMNIFICATION

- a. YOU WILL HOLD US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION TO ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF WE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE;

b. IF THERE IS LIABILITY FOUND ON OUR PART, IT WILL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES.

4. **Protection**

You acknowledge that you are responsible to all actions and the contents. You agree to indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) arising out of any third-party claims, charges, and investigations, caused by:

- a. Your failure to comply with the Legal document; the Terms, Privacy and Disclaimer;
- b. Your submission of content has violated third party rights or applicable laws;
- c. Your failure to settle any disputes with other parties amicably due to your infringing of their privacy and other activities.

5. **Entire agreement**

The clauses in this Legal document (Terms of Service, Privacy, Disclaimer) shall constitute the entire agreement between You and Us in relation to your use of our Platform and Services.

6. **Law and jurisdiction**

- a. These terms and conditions shall be governed by and construed in accordance with Singapore Law.
- b. You agree that any claim, shall be governed by Singapore laws regardless of your country of origin or wherever you access our Website and Mobile Application.
- c. Any disputes relating to these terms and agreements shall be subject to the jurisdiction of the courts of Singapore.