Super Fun Sport Academy - Terms of Use

Effective as of (January 2025)

Welcome to the **Super Fun Sport Academy (SFSA)** Terms of Use agreement. For purposes of this agreement, "**Site**" refers to SFSA's website, which can be accessed at https://www.superfunsport.com. "**Service**" refers to SFSA's services accessed via the Site.

The terms "we," "us," and "our" refer to SFSA. "You" refers to you, as a user of our Site or our Service.

The following Terms of Use apply when you view or use the Service via our website located at https://www.superfunsport.com. Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.

1. PRIVACY POLICY

1.1. SFSA respects the privacy of its Service users. Please refer to SFSA's Privacy Policy (found here: [insert Link to Privacy Policy]) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

2. OUR SERVICE

- 2.1. The Service allows you to book:
 - after-school activities;
 - holiday camps;
 - personal training; and
 - group classes.

3. REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

- 3.1. If you're under the age required to use the Service, you must have your parent or legal guardian's permission to use the Service. Please have your parent or legal guardian read these terms with you.
- 3.2. If you're a parent or legal guardian, and you allow your child to use the Service, then these terms apply to you and you're responsible for your child's activity on the Service.
- 3.3. You need to be at least 21 years old and staying in the United Arab Emirates to register for and use the Service.
- 3.4. If you are a user who signs up for the Service, you will create a personalized account which includes a unique username and a password to access the Service and to receive messages from SFSA.
- 3.5. You agree to notify us immediately of any unauthorized use of your password and/or account.

3.6. SFSA will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

4. USE RESTRICTIONS

- 4.1. Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions:
 - 4.1.1. access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service;
 - 4.1.2. collect or harvest any personal data of any user of the Site or the Service;
 - 4.1.3. use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
 - 4.1.4. distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
 - 4.1.5. use the Service for any unlawful purpose or for the promotion of illegal activities;
 - 4.1.6. attempt to, or harass, abuse or harm another person or group;
 - 4.1.7. use another user's account without permission;
 - 4.1.8. intentionally allow another user to access your account;
 - 4.1.9. provide false or inaccurate information when registering an account;
- 4.1.10. interfere or attempt to interfere with the proper functioning of the Service;
- 4.1.11. make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- 4.1.12. bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- 4.1.13. circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- 4.1.14. publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

5. LINKS TO OTHER SITES AND/OR MATERIALS

5.1. As part of the Service, we may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

6. LICENSE GRANT

6.1. By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

7. INTELLECTUAL PROPERTY

7.1. You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

8. USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

- 8.1. For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.
- 8.2. We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such email by changing your account settings, using the "Unsubscribe" link in the message, or by sending an email to

[info@superfunsport.com]. Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

9. WARRANTY DISCLAIMER

9.1. The Service is provided "as is," without warranty of any kind. Without limiting the foregoing, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement. Without limiting the foregoing, we make no warranty or representation that access to or operation of the Service will be uninterrupted or error free. you assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

10. MODIFICATION OF TERMS OF USE

- 10.1. We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments.
- 10.2. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement.
- 10.3. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use.
- 10.4. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current.
- 10.5. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

11. GENERAL TERMS

- 11.1. If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.
- 11.2. These Terms of Use and your use of the Site are governed by the laws in the Emirate of Dubai, United Arab Emirates.