

# Terms of Use

GameOn Enterprises Pty Ltd (**we, us and our**), owns and operates the digital platform for the operation of grassroots sports, located at <https://www.playhq.com> and any associated application software (**PlayHQ**).

By completing our Sporting Partner Setup Request Form or accessing and using PlayHQ you (the association or entity that has signed up to use PlayHQ) agree to comply with these terms of use. We may amend these terms of use at any time without notice to you and your continued use of PlayHQ will be evidence of your acceptance of such changes.

## Using PlayHQ

You must not:

- access or use PlayHQ or its content in any manner or for any purpose that is illegal;
- use any device, software, process or means to interfere or attempt to interfere with the proper working of PlayHQ;
- hide, alter, distribute, reproduce or delete any copyright, trade mark, proprietary notices, advertisements or any other information contained on PlayHQ;
- use PlayHQ to transmit any spam, chain mail, or junk mail;
- use PlayHQ to post any material that is offensive, inappropriate or misleading;
- introduce any viruses or material which contain components harmful to PlayHQ.

You must take your own reasonable precautions to ensure your use of PlayHQ does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer systems. We will not be responsible for any interference or damage to your own computer systems or data that arises in connection with your use of PlayHQ.

You acknowledge and agree that any person you invite to register for access to PlayHQ will be required to accept the terms of our End User Agreement and Privacy Policy prior to accessing and using PlayHQ.

## Our Rights

We reserve the right to remove any content or functionality from PlayHQ for any reason. We may, at any time and for any reason (acting reasonably), deny you future access to PlayHQ or impose conditions on your access.

## Access

We use all reasonable endeavours to ensure that PlayHQ is accessible 24 hours per day, 7 days per week, but there will be times when access may be suspended in order to perform necessary maintenance, updates, or upgrades. You acknowledge that circumstances may arise requiring us to suspend or terminate access to PlayHQ at any time without reason and without notice.

## **Intellectual property**

Unless otherwise identified, all content on PlayHQ, including, but not limited to, text, icons, graphics and the intellectual property rights subsisting in such content, is our property or the property of our licensors.

No part or portion of the content on PlayHQ may be sold, modified, reproduced, transmitted, distributed or used in any manner except as provided in these terms of use or with our prior written consent.

## **Privacy & Security**

We will treat all personal information provided to us by you in connection with your access to and use of PlayHQ in accordance with the *Privacy Act 1988* and all other applicable legislation relating to the use of personal data (**Law**), in accordance with our Privacy Policy located at <https://www.playhq.com/privacy>. You warrant that any personal information provided to us (via PlayHQ or otherwise) has been collected and shared by you in accordance with all applicable Laws and you continually indemnify us for and against any loss, damage or claim suffered by us in connection with any breach by you of this warranty.

You are responsible for keeping any password required to access your PlayHQ account secure and must not disclose it to any third party. You agree to notify us immediately of any actual or suspected unauthorised use of your PlayHQ account.

## **Links**

PlayHQ may provide links to other websites for your convenience or to refer you to third party suppliers. We are not responsible for the contents (including the accuracy, legality or decency) of any linked site, or page, or for its security or privacy measures. You must make your own enquiries as to the suitability of the content of linked sites and the goods and services available from them.

## **Liability**

We do not provide any warranties or guarantees in relation to PlayHQ or other products or services except to the extent that Australian Consumer Law applies to PlayHQ. To the extent permitted by law, we exclude all liability for any direct or indirect injury, loss, claim, or damage under the law of contract, tort or otherwise, including loss of property, loss of business, loss of internet connection, loss of profit, loss, or corruption of data and loss of use, whether foreseeable or not, that arises out of, or in connection to the use of or access to PlayHQ.

## **Payments**

You may use PlayHQ to collect payments from your club or association members, or other participants in competitions or tournaments organised by you (**User Payments**). By doing so you agree that all payment processing will be performed by our third party payment provider,



Stripe. You agree that any payments processed on PlayHQ are subject to Stripe's then current terms and conditions and privacy policy, available at <https://stripe.com/au/legal>, as may be updated by Stripe from time to time.

We charge a "**Service Fee**" equal to 2.99% (inclusive of GST) of the gross User Payments (including GST) collected via PlayHQ which covers service, transaction and disbursements; and a "**Platform Surcharge**" equal to 0.50% (inclusive of GST) of the gross User Payments (including GST) collected via PlayHQ (together the **Fees**).

We will initiate the transfer of the User Payments to your nominated account, minus the Fees, within 7 days of such User Payment clearing the relevant individual's account. We reserve the right to deduct any chargebacks, collection costs or third party fees and charges incurred by us in collecting the User Payments from any amounts owed to you. You are responsible, and we are not liable, for any taxes or other government charges levied against you on any income derived from the User Payments.

### **General**

If any part of these terms and conditions are determined to be illegal, invalid or otherwise unenforceable or void, that part shall be severed to the extent necessary and the remainder of these terms and conditions shall continue in full force and effect. Failure to enforce any right under these terms and conditions will not be construed as a waiver of that right or any other right under these terms and conditions. This document constitutes the entire agreement between you and us in regards to your use of PlayHQ and its terms may not be varied without our written consent.

### **Contact Us**

If you have any feedback, questions or comments you can contact us on [support@playhq.com](mailto:support@playhq.com).