

### **CAPTURE – TERMS OF USE**

#### 1. Use at Own Risk

The Service is used entirely at your own risk. The owners, developers, and affiliates make no warranties or guarantees of any kind regarding accuracy, uptime, functionality, or suitability for any purpose.

## 2. Limitation of Liability

To the fullest extent permitted by law, the owners, developers, and affiliates accept no liability for any loss, damage, injury, data loss, or interruption arising from your use or attempted use of the Service.

#### 3. Permitted Use Only

You agree to use the Service solely for its intended purpose: replaying and reviewing moments of your own gameplay. You may not access or use recordings of other individuals or courts unless lawfully authorised.

## 4. Recording & Audit Acknowledgement

You acknowledge and accept that all actions, interactions, and views on the Service may be recorded, logged, and stored for operational, security, and audit purposes.

## 5. Content Ownership

All recordings, images, data, software, designs, and materials on or generated by the Service remain the exclusive property of the owners or their licensors. You do not obtain any ownership rights at any time.

#### 6. Restrictions on Use of Content

You may not sell, lease, rent, license, distribute, advertise, publish, copy, reuse, extract, or otherwise use any content from the Service for any commercial or non-personal purpose without written permission from the owners.

# 7. Privacy & Consent for Recorded Individuals

You confirm that you understand and accept that padel courts are monitored and recorded. You may not misuse, download, distribute, or capture any footage of individuals without their consent or without lawful authority, in accordance with applicable privacy and data protection laws.

#### 8. Age Restriction

You confirm that you are 18 years or older, or that you have the consent of a parent or legal guardian to use the Service.



# 9. Indemnity

You agree to indemnify and hold harmless the owners, developers, and affiliates against any claims, losses, damages, or legal actions resulting from your misuse of the Service, your unauthorised use of recordings, or your breach of these Terms.

# 10. Service Changes & Termination

The owners reserve the right to modify, limit, suspend, or terminate the Service (or any part of it) at any time without prior notice.

# 11. Governing Law

These terms are governed by the laws of South Africa. Any disputes must be resolved within the applicable South African jurisdiction.

## 12. Breach of Terms

Any violation of these Terms may result in restricted access, removal of content, or account termination.