

Terms of Service

Last updated: August 31, 2026

These Terms of Service (“Terms”) govern your access to and use of the Sportfanga website, mobile applications, software, platforms, products and services (collectively, the “Services”) provided by Sportfanga (“Sportfanga,” “we,” “us” or “our”).

By accessing, using, registering for, or otherwise interacting with the Services, including by creating an account or clicking “Sign Up” or a similar mechanism, you agree to be bound by these Terms and our Privacy Policy.

If you do not agree to these Terms, you must not access or use the Services.

These Terms constitute a legally binding agreement between you and Sportfanga.

If you access or use the Services on behalf of a company, organization or other legal entity, you represent and warrant that you have authority to bind that entity to these Terms. In that case, “you” includes that entity and its authorized users.

1. The Services

Sportfanga provides digital products and services relating to sports, fitness, training, physical activity, lifestyle and related content.

The Services may include applications, websites, training plans, educational materials, recommendations, community features, tracking functionality, personalized content and other digital services.

We may modify, improve, update, suspend or discontinue parts of the Services from time to time. We may also automatically install or provide updates where reasonably necessary to maintain, improve or secure the Services.

Your continued use of the Services following an update to these Terms constitutes acceptance of the updated Terms, subject to any notice requirements imposed by applicable law.

2. Eligibility

The Services are intended for users who meet the minimum age requirements applicable in their country.

If you are under the applicable minimum age, you may only use the Services with the involvement and consent of a parent or legal guardian where permitted by applicable law.

By registering for an account or providing personal information to Sportfanga, you represent that:

- you meet the applicable minimum age requirement;
- the information you provide is accurate and complete;
- you have the legal capacity to enter into these Terms; and
- your use of the Services will comply with applicable laws and regulations.

Sportfanga may restrict or terminate accounts where it reasonably believes that these requirements have not been satisfied.

3. Registration and Accounts

Certain Services require you to create an account.

You agree to:

- provide accurate, current and complete information;

- keep your account information up to date;
- maintain the confidentiality of your login credentials;
- take reasonable steps to prevent unauthorized access to your account; and
- immediately notify Sportfanga if you become aware of unauthorized access or other security concerns involving your account.

You are responsible for activities conducted through your account, except where applicable law provides otherwise.

Sportfanga may suspend or terminate an account if information provided is materially inaccurate, incomplete or misleading, or if the account is used in violation of these Terms.

You may also be able to access the Services through third-party authentication providers. If you do so, the relevant third party's terms and policies may also apply.

4. User Content

The Services may allow you to submit, upload, post, store or otherwise provide information, text, photographs, videos, comments, feedback or other material ("User Content").

You retain ownership of your User Content.

By submitting User Content to Sportfanga, you grant Sportfanga a non-exclusive, worldwide, royalty-free license to host, store, reproduce, process, display and otherwise use that User Content to the extent reasonably necessary to operate, provide, maintain, improve and promote the Services.

You represent and warrant that:

- you own or otherwise have the necessary rights to provide the User Content;
- your User Content does not unlawfully infringe the rights of another person;
- your User Content does not violate applicable law; and
- your User Content does not contain unlawful, harmful or malicious material.

Sportfanga does not endorse or assume responsibility for User Content submitted by users or third parties.

5. Fees and Paid Services

Some Sportfanga Services may be offered for a fee ("Paid Services" or "Premium Services").

Where you purchase a Paid Service, you agree to pay the applicable fees presented to you at the time of purchase.

Fees may be charged on a recurring basis, including monthly, annually or at another interval disclosed at the time of purchase.

Unless otherwise stated, fees are payable in advance.

Payment

You authorize Sportfanga and/or its payment providers to charge the applicable payment method for fees associated with your subscription or purchase.

If a payment fails, Sportfanga may suspend or restrict access to the relevant Paid Service until payment has been successfully completed.

Automatic Renewal

Where automatic renewal is offered and you have agreed to it, your subscription will automatically renew for the applicable renewal period unless you cancel before the renewal date.

The applicable renewal price, billing period and cancellation procedure will be presented to you when you purchase the subscription or otherwise before renewal where required by applicable law.

You may cancel a recurring subscription in accordance with the cancellation instructions provided by Sportfanga or the relevant third-party platform.

Fee Changes

Sportfanga may change its fees from time to time.

Where required by applicable law, we will provide advance notice of material changes to recurring subscription fees.

If you do not agree to a fee change, you may cancel the affected subscription before the new price takes effect.

6. Cancellation and Refunds

You may cancel a subscription at any time, subject to the terms applicable to the subscription and any mandatory rights you have under applicable law.

Cancellation generally takes effect at the end of the current paid subscription period unless applicable law or the applicable purchase terms provide otherwise.

If you purchased a subscription through a third-party platform, such as an app store, cancellation may need to be completed through that platform.

Refunds are handled in accordance with applicable law and the terms presented at the time of purchase.

Nothing in these Terms limits any mandatory statutory consumer rights, including applicable rights of withdrawal or refund.

7. Intellectual Property

The Services and all materials made available through them, including software, designs, interfaces, text, graphics, logos, photographs, videos, audio, training materials, databases and other content, are owned by or licensed to Sportfanga and are protected by applicable intellectual property laws.

Except as expressly permitted by these Terms or applicable law, you may not:

- copy or reproduce the Services;
- modify or create derivative works from the Services;
- reverse engineer or attempt to obtain source code;
- sell, rent, lease, sublicense or otherwise commercially exploit the Services;
- distribute the Services or their content;
- remove proprietary notices; or
- use the Services to build a competing product or service.

Subject to these Terms, Sportfanga grants you a limited, personal, revocable, non-exclusive, non-transferable and non-sublicensable right to access and use the Services for their intended purpose.

All rights not expressly granted to you are reserved by Sportfanga.

8. Sportfanga Trademarks

“Sportfanga,” the Sportfanga name, logo and associated product and service names, branding and designs are trademarks or other proprietary rights of Sportfanga or its licensors.

You may not use Sportfanga trademarks or branding without prior written permission, except where such use is permitted by applicable law.

Third-party trademarks appearing in connection with the Services remain the property of their respective owners.

9. Acceptable Use

You agree not to use the Services:

- for any unlawful purpose;
- to violate the rights of another person;
- to impersonate another person or entity;
- to interfere with the operation or security of the Services;
- to introduce malicious code, malware or other harmful material;
- to attempt unauthorized access to accounts, systems or data;
- to scrape or systematically collect information from the Services without authorization;
- to reverse engineer the Services except where expressly permitted by law; or
- in any manner that could damage, disable, overburden or impair the Services.

Sportfanga may take reasonable measures to prevent or address misuse of the Services.

10. Health, Fitness and Sports Disclaimer

Sportfanga provides information, tools and content relating to sports, fitness, exercise, training, lifestyle and physical activity.

Sportfanga does not provide medical advice, diagnosis or treatment through the Services.

Information provided through the Services is intended for general informational and educational purposes and should not be considered a substitute for professional medical advice.

Before beginning a new exercise program, training plan, diet or other significant lifestyle change, you should consider consulting an appropriately qualified healthcare professional, particularly if you have concerns about your health or physical condition.

Do not disregard professional medical advice or delay seeking medical attention because of information provided through the Services.

If you experience a medical emergency, contact the appropriate emergency services immediately.

Use of the Services does not create a doctor-patient, therapist-patient or other healthcare professional relationship between you and Sportfanga.

11. Assumption of Sports and Physical Activity Risks

Participation in sports, exercise, training and other physical activities carries inherent risks, including the risk of injury, illness, property damage or, in serious circumstances, death.

You are responsible for determining whether a particular activity is appropriate for you and for exercising appropriate caution.

You voluntarily assume the ordinary and reasonably foreseeable risks associated with your participation in physical activities.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited under applicable law.

12. Availability and Accuracy

We make reasonable efforts to provide reliable and useful Services.

However, we do not guarantee that:

- the Services will always be available;
- the Services will be uninterrupted or error-free;
- information provided through the Services will always be complete, accurate or current;
- defects will always be corrected;
- the Services will meet every user's requirements; or
- the Services will produce particular results.

The Services may occasionally be unavailable because of maintenance, updates, technical problems, circumstances beyond our reasonable control or other operational reasons.

13. Third-Party Services

The Services may contain links to or integrations with third-party websites, applications, platforms or services.

Sportfanga is not responsible for third-party services, their availability, content, policies or practices.

Your use of third-party services may be subject to separate terms and privacy policies imposed by those third parties.

14. Privacy and Data Protection

Your use of the Services involves the processing of personal data.

Sportfanga processes personal data in accordance with applicable data protection laws and its Privacy Policy.

Please review the Sportfanga Privacy Policy for information about how we collect, use, store and otherwise process personal data.

Where the Services involve location information, activity information, health-related information or other potentially sensitive data, such processing will be carried out in accordance with applicable law and the relevant disclosures and permissions provided to you.

15. Changes to the Services and Terms

Sportfanga may update these Terms from time to time.

If we make material changes, we will provide notice where required by applicable law, for example through the Services, by email or through another appropriate communication method.

The updated Terms will become effective on the date specified in the notice.

If you do not agree with the updated Terms, you should stop using the Services and, where applicable, cancel your account or subscription.

Your continued use of the Services after the effective date of updated Terms constitutes acceptance of the updated Terms, to the extent permitted by applicable law.

16. Suspension and Termination

Sportfanga may suspend or terminate your access to all or part of the Services where reasonably necessary, including if:

- you materially breach these Terms;
- you use the Services unlawfully;
- you misuse or interfere with the Services;
- your account creates a security risk; or
- suspension or termination is necessary to comply with a legal obligation.

Where required by applicable law, we will provide appropriate notice or an opportunity to remedy a breach.

You may stop using the Services and may delete your account in accordance with the available account-management functionality.

Provisions that by their nature should survive termination will continue to apply after termination, including provisions concerning intellectual property, disclaimers, liability, indemnification and dispute resolution.

17. Disclaimer of Warranties

To the maximum extent permitted by applicable law, the Services are provided on an “as available” and “as is” basis.

Sportfanga does not guarantee that the Services will be uninterrupted, secure, error-free or suitable for every purpose.

To the extent permitted by applicable law, Sportfanga disclaims warranties that are not expressly stated in these Terms.

Nothing in these Terms excludes statutory warranties, guarantees or consumer rights that cannot legally be excluded.

18. Limitation of Liability

To the maximum extent permitted by applicable law, Sportfanga and its directors, officers, employees, contractors, suppliers, licensors and service providers will not be liable for indirect, incidental, special, consequential or punitive damages arising from or relating to your use of, or inability to use, the Services.

To the extent permitted by applicable law, Sportfanga's aggregate liability arising out of or relating to these Terms or the Services will be limited to the amount you paid to Sportfanga for the relevant Services during the twelve (12) months preceding the event giving rise to the claim.

Nothing in these Terms limits or excludes liability where such limitation or exclusion is prohibited by applicable law, including liability for fraud, intentional misconduct or other liability that cannot legally be limited.

19. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless Sportfanga and its directors, officers, employees, contractors, licensors and service providers from claims, liabilities, damages, losses and reasonable expenses arising from:

- your material breach of these Terms;
- your unlawful use of the Services;
- your violation of another person's rights; or
- User Content that you submit to the Services.

This provision does not apply to the extent that the relevant claim results from Sportfanga's own unlawful conduct or liability that cannot legally be transferred to you.

20. Feedback

We welcome comments, suggestions and feedback regarding the Services ("Feedback").

If you voluntarily provide Feedback, you grant Sportfanga a worldwide, royalty-free, transferable and sublicensable right to use that Feedback for the purpose of developing, improving and operating our products and services, without obligation to compensate you, to the extent permitted by law.

This does not transfer ownership of your other intellectual property or User Content except as expressly stated in these Terms.

21. Governing Law

These Terms and your relationship with Sportfanga are governed by the laws of the Netherlands, except to the extent that mandatory provisions of the law of your country of residence apply.

If you are a consumer, nothing in these Terms deprives you of mandatory consumer protection rights applicable in your country of residence.

22. Dispute Resolution

If a dispute arises between you and Sportfanga, we encourage you to first contact us and attempt to resolve the matter informally.

If the dispute cannot be resolved informally, it may be submitted to the competent courts in the Netherlands, subject to any mandatory jurisdictional rights available to consumers under applicable law.

Nothing in these Terms prevents you from exercising mandatory statutory rights or bringing a claim before a court that has jurisdiction under applicable law.

23. Time Limitation

To the extent permitted by applicable law, any claim arising from or relating to these Terms or the Services must be brought within the applicable statutory limitation period.

Nothing in these Terms is intended to shorten a mandatory limitation period that cannot legally be shortened.

24. General Provisions

These Terms, together with any policies expressly incorporated into them, constitute the agreement between you and Sportfanga concerning your use of the Services.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in effect.

The failure of Sportfanga to enforce any provision of these Terms does not constitute a waiver of that provision.

You may not assign your rights or obligations under these Terms without Sportfanga's prior written consent, except where such assignment is permitted by applicable law.

Sportfanga may assign or transfer its rights and obligations under these Terms in connection with a merger, acquisition, restructuring, sale of assets or similar transaction.

25. Language

These Terms may be made available in multiple languages.

Where required by applicable law, you will be provided with the applicable legally controlling version.

26. Contact

If you have questions about these Terms or the Services, please contact Sportfanga through the contact details provided on the Sportfanga website or within the Services.

Sportfanga

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