

DISCLAIMER

Dartle does not provide liability insurance for the protection of individuals, groups, organizations, businesses, spectators, or others who may participate in the port-based programs arranged by it. By downloading the 'Dartle' App or by agreeing to participate in the said programs, the individual, group, organization, business, spectator, or other customers, would agree to release and discharge Dartle, and its officers, board, and employees, jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained directly, indirectly or in connection to from participating in the programs. This release extends and applies to, and covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any State, Federal, local or territorial law or any other law shall not extend to claims, demands, injuries, or damages which are known or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived. Dartle hereby declares that Dartle, its Board of Directors, officers and employees, would not be liable or responsible jointly or severally for any individual or collective acts done by the parade participants.

TERMS

Dartle is operated by Roninaks Sports Private Limited. Throughout the site/ mobile application, the terms "we", "us" and "our" refer to Roninaks Sports Private Limited. Roninaks Sports Private Limited offers this mobile application, including all information, tools and services available from this site to you, the user, subject to your acceptance of all terms, conditions, policies and notices stated herein.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including the additional Terms and Conditions and policies referenced herein..

The term 'user' shall mean and include browsers, vendors, customers, merchants, contributors of content and registered users (which includes all registered sporting and educational academies & corresponding members, scouts, players, coaches, event members and other registered users)

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our mobile application. It is your responsibility to check this page periodically for changes. Your continued use of or access to the mobile application following the posting of any changes constitutes acceptance of those changes.

USAGE OF DATA

Dartle reserves the right to use any photograph/video taken at any event sponsored by Dartle, without the expressed written permission of those included within the photograph/video. Dartle may use the photograph/video in publications, online promotions or other media material produced, used or contracted by Dartle including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.

REFUND POLICY

It is agreed between Dartle and customers that, any training fees paid to Dartle are non-refundable under any circumstances.

COMPENSATION POLICY

- Dartle reserves the right to cancel/postpone any of its training sessions due to any reason. A holiday calendar has been published sessions will be suspended on the dates mentioned in it.
- Dartle are not liable to provide any compensatory sessions to customers who have missed classes during their allotted period.

MONTHLY AND ANNUAL SUBSCRIPTION

Monthly Subscriptions: By purchasing a monthly subscription, you agree to an initial **and recurring** monthly subscription fee at the then-current monthly subscription rate, and you accept responsibility for all recurring charges until you cancel your subscription. The initial monthly subscription fee will be charged at the time of purchase. You will be notified of any changes to monthly subscription rates. You may cancel your monthly subscription at any time, subject to the terms of our cancellation policy below. With your monthly subscription, you can book any tour that applies to that particular type of subscription each month at no additional cost.

Annual Subscriptions: By purchasing an annual subscription, you agree to an initial pre-payment for **one full year** of service. The initial pre-payment will be charged at the time of purchase. After one year, and annually thereafter, you will be billed a recurring annual subscription renewal fee at the then-current annual subscription rate. We will notify you before the renewal fee is billed. You may cancel your annual subscription anytime before the next billing cycle, subject to the terms of our cancellation policy below. With your annual subscription, you can book any tour that applies to that particular type of subscription at no additional cost.

TERMINATION OF SUBSCRIPTION

Monthly Subscriptions: You may cancel your monthly subscription at any time by emailing support@dartle.com with the subject line “**Subscription Cancellation**”. Please provide the name and email address that the subscription is under and specify your reasons for cancelling in the email. If you cancel your monthly subscription, the cancellation will take effect for your next monthly billing cycle. You will not be eligible for a refund for monthly subscription fees paid prior to the month the cancellation takes effect.

Annual Subscriptions: Annual subscription fees are non-refundable. You may cancel your annual subscription renewal at any time after you are billed for the then-current year and before you are billed for the next year by emailing support@dartle.app with the subject line “Subscription Cancellation”. Please provide the name and email address that the subscription is under and why you are choosing to cancel in the email. Annual subscriptions are not refundable.

PAYMENT SERVICES

All payments in respect of the Platform Services shall be made to the Company through the specified platforms. You acknowledge and agree that the Company may use certain third-party vendors and service providers, including payment gateways, to process payments and manage payment card information to the extent permitted by applicable law and subject to the Company’s Privacy Policy.

In order to make payments online, You undertake to use a valid payment card or direct bank transfer or third party wallets or details as required for any other mode of payment (Payment Details ”) with the authority to use the same, to have sufficient funds or credit available to complete the payment on the Platform in good standing. By providing the Payment Details, you represent, warrant, and covenant that: (1) you are legally authorised to provide such Payment Details; (2) are legally authorised to perform payments using such Payment Details; and (3) Such action does not violate the terms and conditions applicable to your use of such Payment Details or applicable law and is in good faith.

The Company is not liable for any unauthorised payments done through the Platform using your payment details by any other person by committing any offence punishable by law, except to the extent otherwise required by applicable law.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, can be communicated to us at (mention an email ID) ,and in case of not being resolved shall be finally settled by arbitration.

COMMUNICATIONS

By accepting the Terms and Conditions you hereby expressly agree to receive communications by way of SMS, WhatsApp messages, Dartle App notifications and/or e-mails from the Company, Vendors and other third parties relating to the Platform Services provided through the Platform. You can unsubscribe/ opt-out from receiving communications through SMS and e-mail anytime by e-mailing to support@dartle.app. However, this may limit the extent of Platform Services that you can avail.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone without specifying any reason at any time.

You understand that your personal information not including sensitive personal data, may be transferred via an end-to-end encrypted medium and maybe subject to be transferred or shared as and when required. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the mobile application through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

All information provided in the website are published after verification exercising due verification and due diligence. Dartle is not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time without notice, but are under no obligation to update any information...

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. Users would be notified pricing related changes.

We reserve the right to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services provided.

PRODUCTS OR SERVICES

- Certain products or services may be available exclusively online through the mobile application. These products or services may be in limited quantities and are subject to return or exchange only according to our Return Policy.
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- We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion
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- We reserve the right to discontinue any product at any time after providing due notice. Any offer for any product or service made on this site may not be applicable if either discontinued or is not allowed as per the terms and conditions of the offer.
- While Dartle strives to ensure maximum quality and satisfaction of the products offered by us and by other sellers through our platform, we may not be held responsible for the defects or deficiencies in the product. We shall however ensure that the customer is either provided with an adequate replacement or refund after careful inspection of the dispute raised against the quality or physical or working condition of the product. For any further queries or disputes, please email your concerns to support@dartle.app
- The Facility Partner shall provide the Services against the bookings\time availability madethrough the Dartle Platform in accordance with the provisions of this Agreement and incompliancewith theQuality Standards.
- Dartle and Facility Owner shall put in best efforts to operate consistently and on-going basis inorder to enable increase in bookings for the Facilities and to enhance the brand image associatedwithDartle.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns & Refunds Policy.

OPTIONAL TOOLS

We may provide you with access to software and other tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the mobile application (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party website that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or mobile application, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

Dartle has the right to remove any content on its platforms if it is contrary to the governing law or is violative to the policies or Terms and Services of the company.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

In the event of being found contrary to the aforesaid clause, the user shall be solely liable for consequent legal actions. You may be provided with a fourteen (14) day period during which you may be able to communicate your case to our concerned team. You shall only be allowed to resume access to our products and services if and only if found not guilty of such charges.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our [Privacy Policy](#).

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

For more detail, please review our Returns & Refunds Policy.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including and not limiting to pricing information except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any purpose prohibited by law; (b) to solicit others to perform or participate in any acts prohibited by law; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate Intellectual Property Rights of Dartle or other parties; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of other user; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of our services or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Roninaks Sports Private Limited, our directors, officers, employees, affiliates,

agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. As some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the Terms will result in an immediate termination of your Services.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Roninaks Sports Private Limited and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for unless agreed to the contrary by the parties.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may, after providing you a chance to raise your contentions, terminate this agreement at any time without notice and you will remain liable for

all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof). Where we take such action, we'll inform you and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

ENTIRE AGREEMENT

Non exercising or enforcement of any right or provision of these Terms of Service shall not be construed as a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on our website or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India .

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled in arbitration

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.