

LEGAL NOTICE

Legal owner of the Web or Club

According to the law 34th/2022 of July 11th, of information society services, this data is included:

COMPANY: Namibia Padel

ADDRESS: Cnr Sean McBride & Tennis Street

VAT NUMBER: TBA

The navigation on the site, the utilization and/or the of any type of products of the shop, assume the unreservedly acceptance, as a user, of the General Use Conditions of the web, of the General Agreement Conditions and of Specific Conditions in case of there would be an of services and products. With what previously said, the User is understood as anyone who explores the web and/or uses the services included in the club or in case anyone who buys any service or product offered by the club. This General Conditions will be applied to both the promotional activity and to the collection of the information done through the web like purchase of goods and/or the provision of services offered by the club, in such way that those will be every time applied by the simple navigation on the web but also for the purchase of goods and/or provision of services offered by the club although these would apply to General Use Conditions, General Agreement Conditions that have to apply and specific conditions which could be set. Web page aim:

(Namibia Padel)'s web page has the aim of offering rental services of sports courts.

Modification regimen:

(Namibia Padel) has the right of unilaterally amend, at any time and without any previous notice, general conditions and specific conditions which could eventually be set; the configuration, presentation and web page design or of any type of element included; the information, general o special content supplied and, in general, any other type of circumstance not specified, included the removal of the web page or some if its elements. After any modification is implemented on the web, the successive log in of the user implies the approval of the user of it.

Notwithstanding the above (Namibia Padel) has the right to revoke, at any time and arbitrarily, free access to the web site or the use of information and content. In this case the user will be notified on the main page of the web site in a reasonable time in advance. Rules of use of the web site:

The user must use the web site under these general conditions and under special conditions those exist; and, similarly to the Law, customs and public order. Accordingly, as declarative but not limiting the user must:

- Not use the web site, nor use elements, information, content and services implemented, violating the general conditions and/or any special conditions or violating the Law, customs and public order.

- Not to send, in any case, advertisement or commercial communications of any type nor emails without the previous explicit consent of the recipient for both individual and collective emails. Likewise, is it forbidden to obtain and use distribution lists which could possibly be accessible from the web page and hand them over, together with the data contained on them, to third parties, independently of the purpose of it.
- Not harm, during the use, the right, of any type, which corresponds to third parties.
- Not to use any other device to which the web page allows for the collection of information, content and services of it when this collection is being authorized by (Namibia Padel).
- Not to access illegally on the web page nor on third parties computer systems nor spread viruses which can cause damage to the devices or computer systems, whichever they are and independently of the owners.
- Not to engage in activities which will impede the access and the use of the web site, with the appropriate conditions, for the rest of the users.
- Not to create hyperlinks or links between any other web page, including that of the user's, or any other web page or page accessible from the internet and the (Namibia Padel)'S web page unless explicitly authorized by a written form by (Namibia Padel) and in any case with the conditions established. Any user who doesn't comply with the above will be the only and exclusively responsible for the damage and inconvenience caused to (Namibia Padel) or third parties.

INTELLECTUAL PROPERTY

The right of intellectual propriety for the content of the web page is owned by (Namibia Padel) or has been given the license by the respective owners. (Namibia Padel) has all the reserved rights and doesn't provide any license or authorization for any type of use in any case.

The user must not harm, in any case, the rights mentioned above and also use the web site with its elements and contents, for his own private use. Consequently, the user, as declarative but not limiting the user must not use the web site with business or commercial purposes; nor reproduce, copy or disclose elements, information, services or content in any way; nor provide or permit access to third parties to those elements, information, services and content by any type of communication method.

Responsibility regime:

(Namibia Padel) will be the only responsible of the Commercial Policy to commercialize products and services offered and of content of the web site. It will only be held accountable for damages that the user could suffer as a consequence of the utilization of the web site when that damage can be directed to malicious acts by the club. The user accepts that both the use of the web site and the purchase of products offered on it are made under the user's own risk and responsibility.

(Namibia Padel) will not be held accountable for any inconvenience which could be created, as declarative but not limiting (i) interference, omissions, interruptions, computer viruses, malfunctions or disconnections with the electric systems or with devices or computers of the users caused by reasons beyond (Namibia Padel), which will impede or delay the provision of services or the navigation system; (ii) delays or blocks on the use caused by deficiency or overload of the internet or in other electronic systems; (iii) which could be caused by third parties by illegal intrusions beyond the control of the club and which could not be linked to (Namibia Padel); (iv) the discrepancy of the information, documentations and/or content of the web which could differ between the electronic version and the printed version; (v) the impossibility to offer the service or to permit access due to causes not directly linked to (Namibia Padel), caused by users, third parties or due to circumstances beyond control. (Namibia Padel) cannot guarantee in any way whether the users will make use of the service according to the law, under the General Conditions, under generally accepted customs and public order, nor that they use it in a careful and wise way.

Refund policy:

(Namibia Padel) will not refund the amount paid for the reserved paid by credit card of any type of service undertaken on the web site. The amount paid will be refunded only if the user cannot enjoy the service caused by the club.

Purchase of products and payment methods

To purchase any product from the shop, the user will have to follow the instructions suggested on the web site, which would suppose the reading and agreement of all the General Conditions and, if it would be the case, of all the Specific Conditions that could rise. The user, by clicking on "on-line reserve" will then navigate on different web pages:

Course Finder: the user will have the option to choose between the courts and dates available, duration of matches and start time. Before clicking on "Course Finder" the user will have to accept the conditions mentioned. Once the user clicks on the course finder, he/she will be directed to the next web page to the court selection.

Court selection: here the user will have a list of all the available courts according to what was selected previously. It will have all the information regarding the court type and price. The user will have to click on the reserve button to go onto the next page.

Authentication: if the user has not previously logged in, he/she would have to do it at this time.

Payment method selection: user will have to select the type of payment which would be by credit card or by charging the virtual wallet.

Payment finalization: once the user chooses the payment type, he/she will make the payment.

Payment by card: through "RedSys" system.

Virtual Wallet: buying a pre charged voucher at the club.

General Fares

The products and/or services provided by the club will be shown on the page together with prices and their characteristics. The prices shown on the page are in euros and with value added tax include and any other type of tax and they will always be valid, except in case of typing errors.

DPO PayGate Terms and Conditions (T & C's)

1. Detailed description of goods and/or services

Namibia Padel is a business in the sports industry that offers court, racket and ball rentals.

2. Delivery policy

Subject to availability and receipt of payment, requests will be processed within 1 day and delivery confirmed by way of email notification.

3. Return and Refunds policy

The provision of goods and services by Namibia Padel is subject to availability. In cases of unavailability, Namibia Padel will refund the client in full within 30 days. Cancellation of orders by the client will attract a 5% administration fee.

4. Customer Privacy policy

Namibia Padel shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <http://www.lawsouthafrica.up.ac.za/index.php/current-legislation>.

5. Payment options accepted

Payment may be made via Visa and MasterCard, or by bank transfer into the Namibia Padel bank account, the details of which will be provided on request.

6. Card acquiring and security

Card transactions will be acquired for Namibia Padel via DPO Group who are the approved payment gateway for Namibian Acquiring Banks. DPO uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website.

7. Customer details separate from card details

Customer details will be stored by Namibia Padel separately from card details which are entered by the client on DPO's secure site.

8. Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is Namibia. Transaction currency is Namibian Dollar (NAD).

9. Responsibility

Namibia Padel takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

10. Country of domicile

This website is governed by the laws of Namibia. Namibia Padel chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature at Corner of Sean McBride & Tennis street, Olympia, Windhoek.

11. Variation

Namibia Padel may, in its sole discretion, change this agreement or any part thereof at any time without notice.

12. Company information

This website/app is run by Francois Wahl (sole trader) based in Namibia trading as Namibia Padel and with registration number 86090902004.

13. Namibia Padel contact details

Company Physical Address: Corner of Sean McBride & Tennis street, Olympia, Windhoek.

Email: info@namibiapadel.com

Telephone: +264 81 858 1077