

TERMS AND CONDITIONS

INTRODUCTION

These Terms and Conditions (“Terms”) govern your use of the No-Ball Six! mobile application (“App”) and website at www.noballsix.co.za (“Website”), collectively referred to as the “Services”, operated by No-Ball Six (PTY) LTD (“we”, “us”, “our”).

By downloading, installing, or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Services.

DEFINITIONS

“User”, “you”, or “your” refers to any individual who accesses or uses our Services

“Content” refers to all information, data, text, software, music, sound, photographs, graphics, videos, or other materials that appear on or through our Services

“User Content” refers to any Content that users submit, upload, or otherwise make available through our Services

ACCOUNT REGISTRATION

1. **Eligibility:** You must be at least 18 years old to create an account. Users under 18 may use the Services only with the involvement and consent of a parent or guardian.
2. **Account Creation:** You must provide accurate, current, and complete information during registration and keep your account information updated.
3. **Account Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
4. **One Account Per User:** You may not create multiple accounts or transfer your account to another person.

ACCEPTABLE USE

You agree to use our Services only for lawful purposes and in accordance with these Terms. You agree not to:

1. Use our Services in any way that violates any applicable law or regulation
2. Impersonate any person or entity, or falsely state or misrepresent your affiliation with a person or entity
3. Engage in any conduct that restricts or inhibits anyone’s use or enjoyment of our Services
4. Attempt to gain unauthorised access to our Services, user accounts, or computer systems
5. Use any automated means to access our Services or collect any information from our Services
6. Upload or transmit viruses, malware, or other malicious code
7. Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of our Services
8. Remove any copyright, trademark, or other proprietary notices from our Services
9. Use our Services to harass, abuse, or harm another person or entity
10. Enter false or inaccurate cricket match data intentionally

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USER CONTENT

1. **Ownership:** You retain ownership of your User Content, but grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, and distribute your User Content in connection with our Services.
2. **Responsibility:** You are solely responsible for your User Content and the consequences of posting or publishing it.
3. **Accuracy:** You must ensure that all cricket data, statistics, and other information you enter is accurate to the best of your knowledge.
4. **Prohibited Content:** You may not upload Content that:
 - Infringes any intellectual property rights
 - Is defamatory, obscene, or offensive
 - Contains personal information of individuals under 18 without proper consent
 - Violates any law or regulation
 - Contains viruses or other harmful code
5. **Removal:** We reserve the right to remove any User Content that violates these Terms or that we find objectionable for any reason.

INTELLECTUAL PROPERTY

1. **Our Intellectual Property:** The App, Website, and all Content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by No-Ball Six (PTY) LTD or its licensors and are protected by copyright, trademark, and other intellectual property laws.
2. **Limited License:** We grant you a limited, non-exclusive, non-transferable, revocable license to use our Services for their intended purposes, subject to these Terms.
3. **Restrictions:** You may not:
 - Copy, modify, or create derivative works based on our Services
 - Use any branding, logos, or trademarks without our prior written consent
 - Frame or mirror any part of our Services without our prior written consent
4. **Feedback:** If you provide us with feedback or suggestions regarding our Services, we may use such feedback without restriction and without compensation to you.

SUBSCRIPTION AND PAYMENT TERMS

1. **Freemium Model:** Our Services operate on a freemium model:
 - Free Tier: Basic scoring features with limited functionality and possible non-intrusive advertisements
 - Premium Tier: Enhanced features, ad-free experience, and additional functionality for a subscription fee
2. **Subscription Fees:** Premium subscription fees will be clearly displayed before purchase. We reserve the right to change subscription fees with notice to users.
3. **Payment:** All payments are processed through third-party payment processors. By providing payment information, you represent that you are authorised to use the payment method.

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4. **Automatic Renewal:** Subscriptions automatically renew unless cancelled at least 24 hours before the end of the current period.
5. **Refunds:** Refunds are provided in accordance with the refund policy of the app store through which you purchased the subscription.

ADVERTISEMENTS

1. **Free Tier:** The free tier of our Services may include non-intrusive advertisements.
2. **Third-Party Ads:** Advertisements may be provided by third-party ad networks. We are not responsible for the content of such advertisements.
3. **Interaction:** Any interaction with advertisers found on our Services is solely between you and the advertiser.

DISCLAIMER OF WARRANTIES

OUR SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT:

- OUR SERVICES WILL FUNCTION UNINTERRUPTED, SECURE, OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION
- ANY ERRORS OR DEFECTS WILL BE RECTIFIED
- OUR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS
- THE RESULTS OF USING OUR SERVICES WILL MEET YOUR REQUIREMENTS

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NO-BALL SIX (PTY) LTD, ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

1. YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE OUR SERVICES
2. ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON OUR SERVICES
3. ANY CONTENT OBTAINED FROM OUR SERVICES
4. UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT

OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID TO US FOR THE SERVICES IN THE PAST 12 MONTHS (IF ANY).

NO-BALL SIX (PTY) LTD

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INDEMNIFICATION

You agree to defend, indemnify, and hold harmless No-Ball Six (PTY) LTD, its directors, employees, partners, agents, suppliers, and affiliates from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of our Services.

TERMINATION

Termination by You: You may terminate your account at any time by contacting us at howzat@noballsix.co.za.

Termination by Us: We may terminate or suspend your account and access to our Services immediately, without prior notice or liability, for any reason, including if you breach these Terms.

Effect of Termination: Upon termination, your right to use our Services will immediately cease. All provisions of these Terms which by their nature should survive termination shall survive termination.

CHANGES TO TERMS

We reserve the right to modify these Terms at any time. We will notify you of any changes by:

- Posting the updated Terms on our Website
- Sending an email to registered users
- Displaying a notice within the App
- Your continued use of our Services after such modifications will constitute your acknowledgment of the modified Terms.

GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law provisions.

DISPUTE RESOLUTION

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the courts of South Africa.

SEVERABILITY

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

NO-BALL SIX (PTY) LTD

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ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and No-Ball Six (PTY) LTD regarding our Services and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our Services.

CONTACT US

If you have any questions about these Terms, please contact us at:

Email: howzat@noballsix.co.za

Location: Plumstead, Cape Town, Western Cape, 7800

Last Updated: June 3, 2025