

MYRACEGATE APP - TERMS OF USE

1. AGREEMENT TO TERMS

These Terms and Conditions and the [Privacy Policy](#) (collectively known as the 'Terms') constitute a legally binding agreement made between you and MyRaceGate Pte Ltd ('we', 'us' or 'our'), concerning your access to and use of our race app called MyRaceGate (the 'App') for the purpose of recording your participation in your registered event "The Event". You agree that by accessing the App, you have read, understood, and agree to be bound by all of these Terms. If you do not agree with any of these terms, you are expressly prohibited from using the App and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the App from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We may alert you about any changes by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the App after the date such revised Terms are posted.

The App is intended for users who are at least 10 years of age. All users who are minors must have the permission of, and be directly supervised by, their parent or guardian to use the App; and must have their parent or guardian read and agree to these Terms prior to using the App.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the App is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the App (collectively, the 'Content') and the trademarks, service marks, and logos contained therein (the 'Marks') are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Republic of Singapore. The Content and the Marks are provided on the App 'AS IS' for your information and personal use only. Except as expressly provided in these Terms, no part of the App and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the App, you are granted a limited license to access and use the App. We reserve all rights not expressly granted to you in and to the App, Content, and the Marks.

3. USER REPRESENTATIONS

By using the App, you represent and warrant that:

1. All registration information you submit will be true, accurate, current, and complete;
2. You will maintain the accuracy of such information and promptly update such registration information as necessary;
3. You have the legal capacity and you agree to comply with these Terms;
4. You are not under the age of 10; and
5. You will not use the App for any illegal or unauthorized purpose.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the App (or any portion thereof).

4. USER REGISTRATION

You are required to use your email address and the booking reference number issued to you when you register for the Event (the 'booking reference number') to sign in to the App. You agree to keep your information confidential and will be responsible for all use of your account.

5. YOUR OBLIGATIONS

1. You are solely responsible for your own internet connection / telecommunication charges incurred in accessing and connecting the App.
2. You must always comply with any instructions for use of the App which we update from time to time.
3. You must keep your email and booking reference number secure and (a) not permit any other person to use your email and booking reference number, including not disclosing or providing it to any other person; and (b) immediately notify us if you become aware of any unauthorized use or disclosure of your email address and booking reference number, by notifying us in writing to info@myracegate.com
4. You should be aware that there are inherent physical and mental health risks to exercise, including risk of injury or illness. Prior to participating in the Event, you should seek advice from your doctor or other qualified healthcare professional if you have any concerns or questions about your health.
5. You should be aware that there are risks in taking part in a running race on roads and paths without road closure as is the case with our Event. You are responsible for your own safety and must be watchful for all forms of traffic and other road users such as pedestrians, vehicles, bicycles, cars, buses and other conveyances, either singly or together, while using the public way during your participation in the Event.
6. By using the App and/or joining the Event, you acknowledge and agree that your participation in the Event is entirely at your own risk and you shall have no recourse whatsoever against us and our Partners.

6. PROHIBITED ACTIVITIES

You may not access or use the App for any purpose other than that for which we make the App available. The App may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the App, you agree not to:

1. Attempt to gain unauthorized access to the App, other participants accounts, computer systems or networks connected to our server, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the App or any activities conducted on the App;
2. Obtain, or attempt to obtain, any information through any means not intentionally made available on or through the App;
3. Systematically retrieve data or other content from the App to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
4. Make any unauthorized use of the App, including collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;

5. Circumvent, disable, or otherwise interfere with security-related features of the App, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the App and/or the Content contained therein;
6. Engage in unauthorized framing of or linking to the App;
7. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as email address;
8. Make improper use of our support services or submit false reports of abuse or misconduct;
9. Cause or launch any programs or scripts for scraping, indexing, surveying, sending comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
10. Interfere with, disrupt, or create an undue burden on the App or the networks or services connected to the App;
11. Attempt to impersonate another user or person or use the email address of another user;
12. Sell or otherwise transfer your profile;
13. Use the App to advertise or offer to sell goods and services;
14. Use the App as part of any effort to compete with us or otherwise use the App and/or the Content for any revenue-generating endeavor or commercial enterprise;
15. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the App or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the App in order to build a competitive product or service; build a product using similar ideas, features, functions or graphics of the App; or copy any ideas, features, functions or graphics of the App;
16. Copy or adapt the App's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
17. Attempt to bypass any measures of the App designed to prevent or restrict access to the App, or any portion of the App;
18. Use any information obtained from the App in order to harass, abuse, or harm another person;
19. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the App to you;
20. Delete the copyright or other proprietary rights notice from the App;
21. Upload or transmit (or attempt to upload or to transmit) viruses, worm, Trojan horses, time bomb, keystroke logger, spyware or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the App or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the App;
22. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the App; and/or
23. License, sub-license, sell, re-sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the App in any way.

7. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the App ('Submissions') provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

8. APP MANAGEMENT

We reserve the right, but not the obligation, to:

1. Monitor the App for violations of these Terms;
2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities;
3. In our sole discretion and without limitation, notice, or liability, to remove from the App or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
4. Otherwise manage the App in a manner designed to protect our rights and property and to facilitate the proper functioning of the App.

9. PRIVACY POLICY

We care about data privacy and security. Please review our [Privacy Policy](#). By using the App, you agree to be bound by our Privacy Policy, which is incorporated into these Terms.

10. TERMS AND TERMINATION

We reserve the right, in our absolute discretion, to monitor all access and use of the App.

These terms shall remain in full force and effect while you use the App. Without limiting any other provision of these Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms. We may terminate your use or participation in the Event or delete your account at any time, without warning and compensation, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

11. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the App at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our App. We also reserve the right to modify or discontinue all or part of the App without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the App.

We cannot guarantee the App will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the App, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the App at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the App during any downtime or discontinuance of the App. Nothing in these Terms will be construed to obligate us to maintain and support the App or to supply any corrections, updates, or releases in connection therewith.

12. DISCLAIMER

The App is provided on an 'AS IS' and 'AS AVAILABLE' basis. You agree that your access and use of the App will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the App and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We make no warranties or representations about the accuracy or completeness of the App's Content and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of Content and Materials, (2) personal injury or property damage, of any nature whatsoever resulting from your access to and use of the App, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the App, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the App by any third party, and/or (6) any errors or omissions in any Content and Materials or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, or otherwise made available via the App.

We shall have no liability or responsibility to you or any other person (even if we have been advised as to the possibility) for any direct, indirect, economic, exemplary, incidental or consequential loss, damage, claim, liability, expense or cost, arising out of or in connection with, but not limited to, the following conditions that prevent you from completing the race (the 'Race', which is your actual participation in the Event where you run or walk on the designated routes) successfully on the date and time you selected when you signed up for the Event:

- a. The App being not compatible with all hardware, software and operating system of your mobile phone and/or unable to download the App on your mobile phone;
- b. The App being unavailable (in whole or in part), interrupted or performing slowly during your Race;
- c. The 'Start' button, 'Start' sign or 'Finish' sign not being available when you start or finish your Race;
- d. Error in, or omission from, all of any part of event information, directional messages and audio guidance;
- e. Poor GPS reception that inhibits the tracking quality of your device;
- f. Poor quality or volume of the audio guidance messaging;
- g. Wrong direction indicated by the navigation tool;
- h. A shorter or longer race distance than the one stipulated on the Event website being displayed on your mobile phone;
- i. Any accident happening before, during and immediately after your Race;
- j. Any medical complication experienced before, during and immediately after your Race;

13. LIMITATIONS OF LIABILITY

In no event will we or our respective directors, shareholders, employees, partners, agents, contractors, suppliers, vendors and representatives be liable or responsible to you or any third party for any direct, indirect or consequential, exemplary, incidental, special, or punitive damage including loss profit, lost revenue and loss of data or other damage, claim, liability, expense or cost, whether in contract, tort (including negligence), equity, breach of statutory duty or otherwise, arising from your access and/or use (or inability to access and/or use) of the App.

14. INDEMNIFICATION

You agree to defend, indemnify and hold us harmless, including our subsidiaries, affiliates, and each of our and their respective directors, shareholders, employees, partners, agents, contractors, suppliers, vendors and representatives from and against any loss, damage, claim, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- a. your access and/or use of the App;
- b. your breach of any of these Terms;
- c. any breach of your representations and warranties set forth in these Terms;

- d. your violation of the rights of a third party, including but not limited to intellectual property rights;
- e. any overt harmful act toward any other user of the App with whom you connected via the App;
- f. any other party's access and/or use of the App using your email address and booking reference number; and/or
- g. any other party's breach of any of these Terms where such party was able to access and/or use the App using your email address and booking reference number.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

15. USER DATA

We may maintain certain data that you transmit to the App for the purpose of managing the App, as well as data relating to your use of the App. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the App. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

16. MISCELLANEOUS

These Terms and any policies or operating rules posted by us on the App constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the App. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

17. CORRECTIONS

There may be information on the App that contains typographical errors, inaccuracies, or omissions that may relate to the App, including descriptions, audio guidance, routes, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the App at any time, without prior notice.

18. GOVERNING LAW AND DISPUTE RESOLUTION

The use of the App and the Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore. Any dispute arising out of or in connection with the Terms including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the courts of Singapore.

19. CONTACT US

To receive further information regarding use of the App or to resolve a complaint regarding the App, please email us at info@myracegate.com

Effective Date: 10 May, 2021