

Terms of Service

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These Terms of Service ("Terms") govern your use of the SmartPlayr mobile application and website (together, the "Service"), operated by SmartPlayr ("we", "our", "us"). By downloading, installing, creating an account, or otherwise using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

These Terms apply to you as a player or visitor. If you operate a sports facility listed on SmartPlayr, the separate [SmartPlayr Partner Terms](#) govern that relationship in addition to these Terms.

1. Service Description

SmartPlayr is a platform that connects sports enthusiasts with sports facility owners ("Facility Owners"). Through the Service, users may browse sports complexes, reserve courts and time slots, pay for bookings, coordinate teams, message facility staff, and manage reservations.

2. Eligibility

You must be at least 16 years old (or the age of majority in your jurisdiction) to create an account. By using the Service, you represent that you meet this requirement and that all information you provide is accurate and current.

3. Accounts

- You must create an account to make bookings. You can register with email, Google, or Apple sign-in.
- You are responsible for maintaining the confidentiality of your credentials and for all activity under your account.
- Notify us immediately of any unauthorised access at info@smartplayr.com.
- We may suspend or terminate accounts that violate these Terms or are used to abuse the Service.

4. Bookings, Payments and Invoicing

- When you confirm a booking, you enter into a direct agreement with the Facility Owner. SmartPlayr facilitates the transaction but is not a party to the booking agreement between you and the Facility Owner.
- Prices, availability, and any facility-specific terms are set by the Facility Owner.

- Payments are processed securely through Stripe. By providing payment details, you authorise the charge for your booking and any applicable platform fees.
- You are responsible for ensuring that the payment method used is valid and that you have the authority to use it.
- The Facility Owner is the seller of the booking and the issuer of any invoice for it. SmartPlayr does not sell court time and issues no fiscal document for it.
- If you ask for a booking to be invoiced to a company, you confirm that you are entitled to request an invoice on that company's behalf, and you are responsible for the VAT code you provide.
- Company details are retrieved automatically from the public register kept by the national tax authority and are used exactly as that register returns them. We do not verify a company's identity, standing, or tax status, and we are not responsible for register data that is missing, out of date, or incorrect.
- Once an invoice has been issued, only the Facility Owner can correct or cancel it, in accordance with applicable tax rules. Contact the Facility Owner directly for any correction.

5. Cancellations and Refunds

- Cancellation policies and windows are set by individual Facility Owners and are displayed before you confirm a booking.
- **If you cancel** within the free-cancellation window shown for your booking, you are refunded the price of the court. The platform fee and the payment processing cost are not refunded, because they have already been incurred. Outside that window, cancelling is not refunded at all — the booking screen tells you which of the two applies before you pay.
- **If the Facility Owner cancels**, or the booking cannot be honoured, you are refunded in full, including the platform fee and the payment processing cost. You are never left out of pocket for a cancellation that was not yours.
- Refunds, where applicable, are issued to the original payment method and may take several business days to appear.
- No-shows may be charged in full at the Facility Owner's discretion, subject to the displayed policy.

6. User Conduct

You agree not to:

- Use the Service for any unlawful or fraudulent purpose.
- Impersonate another person or misrepresent your identity.
- Upload harmful content, spam, or malware.
- Attempt to reverse engineer, scrape, or disrupt the Service.
- Harass, threaten, or abuse other users, Facility Owners, or SmartPlayr staff.

7. Facility Owners

Facility Owners who list facilities on SmartPlayr agree to provide accurate information, maintain the quality and safety of their courts, honour confirmed bookings, and comply with applicable local regulations. SmartPlayr does not verify every listing and is not responsible for the condition of facilities.

The commercial relationship between SmartPlayr and a Facility Owner — including commission, payment collection and invoicing — is governed by the separate [SmartPlayr Partner Terms](#), which apply to Facility Owners only and impose no obligation on players.

8. Content and Licences

You retain ownership of any content you submit (reviews, messages, profile photo). By submitting content, you grant SmartPlayr a worldwide, non-exclusive, royalty-free licence to host, display, and distribute it for the purpose of operating the Service.

9. Intellectual Property

The Service, including software, branding, and design, is owned by SmartPlayr or its licensors and is protected by intellectual property laws. You may not copy, modify, or redistribute any part of the Service without our written permission.

10. Third-Party Services

The Service integrates with third-party services including Stripe (payments), Firebase (notifications), Google Maps (maps), and Google/Apple (sign-in). Your use of these services may be subject to their own terms and privacy policies.

11. Disclaimers

The Service is provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Service will be uninterrupted, error-free, or secure.

12. Limitation of Liability

To the maximum extent permitted by law, SmartPlayr shall not be liable for indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill, arising from or related to your use of the Service. Our total liability for any claim shall not exceed the total amount you paid to SmartPlayr in the 12 months preceding the event giving rise to the claim. Nothing in these Terms excludes liability that cannot be excluded by law (including liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be limited under applicable law).

13. Injuries and Activities at Facilities

You participate in sports activities at your own risk. SmartPlayr is not responsible for injuries, property damage, or disputes arising between users and Facility Owners at or around the facility premises.

14. Indemnification

You agree to indemnify and hold harmless SmartPlayr, its affiliates, and their respective officers, employees, and agents from any claims, liabilities, damages, and expenses arising from your use of the Service or breach of these Terms.

15. Termination

You may stop using the Service and delete your account at any time through the app. We may suspend or terminate your access if you breach these Terms or if required by law. Provisions that by their nature should survive termination (including Sections 8, 11, 12, 14) will survive.

16. Changes to the Service or Terms

We may modify the Service or these Terms from time to time. Material changes will be notified through the app or by email. Continued use of the Service after a change takes effect constitutes acceptance of the revised Terms.

17. Governing Law and Disputes

These Terms are governed by the laws of the jurisdiction in which SmartPlayr is established, without regard to conflict of law principles. Disputes will be subject to the exclusive jurisdiction of the competent courts of that jurisdiction, unless mandatory consumer protection laws provide otherwise.

18. Contact

For questions about these Terms, contact us at info@smartplayr.com.