



Academy Pro

Terms of Service



1. Introduction

These Terms of Service ("Terms") govern your use of the Academy Pro platform ("Platform") provided by Elev8 Studios Pvt Ltd ("we", "us", "Provider"), a company incorporated in the Republic of Maldives. Academy Pro is available via web browser and as mobile applications for iOS and Android.

By accessing or using the Platform, you ("Customer", "Academy", "you") agree to be bound by these Terms. If you do not agree, you may not use the Platform.

2. Definitions

- "Academy" means the sports academy, club, or organisation registered on the Platform. An Academy is an entity, not an individual person.
- "Academy Manager" means the individual(s) authorised to manage the Academy account, including managing members, settings, and being responsible for payment of Platform fees.
- "Authorised Users" means all individuals registered under an Academy, including players, parents/guardians, coaches, and other personnel.
- "Customer Data" means all information, content, and data uploaded to or generated by the Platform on behalf of an Academy, including personal data of Authorised Users.
- "Platform" means the Academy Pro service provided by Elev8 Studios Pvt Ltd, accessible via the web dashboard at academypro.app, the iOS mobile application, and the Android mobile application. All references to "the Platform" in these Terms apply equally to all access points unless otherwise stated.
- "You" or "Customer" refers to the Academy as an entity, represented by its Academy Manager(s).

3. Account & Access

3.1 Each Academy is represented by one or more Academy Managers who are responsible for the Academy's use of the Platform.

3.2 Academy Managers are responsible for:

- Maintaining the confidentiality of account credentials
- All activities that occur under the Academy account
- Ensuring Authorised Users comply with these Terms
- Payment of all fees associated with the Academy's subscription

3.3 Academy Managers must provide accurate and complete information during registration and keep it updated.

3.4 By accepting these Terms, the Academy Manager confirms they are authorised to bind the Academy to these Terms.

4. Trial Period

4.1 New accounts receive a fourteen (14) day free trial from the date of registration.

4.2 During the trial, you have full access to Platform features.

4.3 At the end of the trial period, billing will commence automatically unless you cancel your subscription before the trial ends.

5. Fees & Billing

5.1 Subscription Fees are based on the number of active players in your Academy, charged as a flat monthly rate per tier. Current pricing is available on our website at academypro.app/pricing.

5.2 Minimum Billing: Unless you request account cancellation before the trial ends, you will be billed at the lowest tier rate even if you have zero (0) active players.

5.3 Billing Cycle: Invoices are issued on the 1st of each month for that month's subscription. Prorated charges apply for partial months after trial end.

5.4 Payment Terms: Fees are payable within seven (7) days of invoice date.

5.5 GST: All fees are subject to applicable Goods and Services Tax (GST) at the prevailing rate.

5.6 Suspension for Non-Payment: We may suspend access if payment remains outstanding for more than fourteen (14) days past due. Access will be restored upon full payment.

5A. Refund Policy

5A.1 Money-Back Guarantee: If you are not satisfied with the Platform, you may request a full refund of your most recent subscription payment within three (3) calendar days of that payment being processed.

5A.2 To request a refund, contact us at hello@academypro.app with your Academy name and the invoice reference. Approved refunds will be processed within seven (7) business days to your original payment method.

5A.3 No Refunds After Three Days: Subscription fees are non-refundable after the three (3) day window described in clause 5A.1. This includes fees for partial months, unused subscription periods, or where access has been suspended due to a breach of these Terms.

5A.4 Trial Period: No charges apply during the fourteen (14) day free trial. The refund policy applies only to paid subscription periods.

6. Acceptable Use

6.1 You shall use the Platform solely for legitimate academy management purposes.

6.2 You and your Authorised Users shall NOT:

- (a) Upload, transmit, or store content that is unlawful, harmful, threatening, abusive, defamatory, or infringes any third-party rights;
- (b) Upload content that is harmful to minors or violates child protection laws;
- (c) Attempt to circumvent, disable, or interfere with any security features of the Platform;
- (d) Introduce viruses, malware, or any harmful code;
- (e) Attempt unauthorised access to our systems, other user accounts, or data;
- (f) Use the Platform in any way that degrades performance for other users;

- (g) Use the Platform for spam, mass messaging, data harvesting, or any purpose not intended by its design;
- (h) Resell, sublicense, or provide access to the Platform to third parties outside your Academy;
- (i) Use automated scripts, bots, or scrapers without our written permission.

6.3 Violation Consequences: We reserve the right to suspend or terminate accounts that violate these Terms, without refund.

7. Data Ownership & Privacy

7A. Platform Data Model

7A.1 User-Centric Architecture: On the Platform, each registered individual (“User”) is an independent, first-class entity. A User’s identity, profile, and data exist on the Platform in their own right – not as a subordinate record belonging to any Academy.

7A.2 Academy Membership: Users may join one or more Academies over time. An Academy’s relationship with a User is one of membership, not ownership. Academies do not acquire any proprietary rights over a User’s data by virtue of that membership.

7A.3 User Profile as Sporting Record: A User’s profile is a cumulative, lifelong record of their sporting history across all Academies they have been a member of. This profile – including all performance data, attendance records, ratings, and coaching records from every Academy – belongs entirely to the User and forms a verified sporting history that grows richer over time.

7B. Relationship-Scoped Data Access

7B.1 Data Visibility Governed by Active Membership: Access to data recorded by an Academy about a User is governed by the active membership relationship between that Academy and that User. Specifically:

- An Academy may only view and interact with data it has recorded about a User for as long as that User is an active member of that Academy.
- When a User’s membership with an Academy ends, that Academy immediately loses access to all data it recorded about that User.
- If a User re-enrolls with a previous Academy, that Academy’s access to the data it previously recorded is restored for the duration of the new membership.

7B.2 No Cross-Academy Data Access: A User’s current Academy has no access to data recorded by any previous Academy. Each Academy’s records are strictly scoped to their own membership period and are never visible to other Academies.

7B.3 No Export or Retention Rights: Academies have no right to retain, copy, or export data about a User after that User’s membership ends. The Platform does not provide Academies with any copy or export of User data upon departure.

7B.4 Academies Cannot Delete Player Data: Academies have no ability to delete, modify, or suppress activity data recorded about a User. This data belongs to the User’s profile and is not within the Academy’s control to remove.

7B.5 Academy Acknowledgement: By using the Platform, each Academy acknowledges and accepts that its access to player data is conditional on an active membership relationship, and that maintaining positive relationships with players is the basis on which historical records remain accessible.

7C. User Rights Over Their Own Data

7C.1 Full Visibility: Users have full access to all data held in their profile at all times, across all Academies they have ever been a member of, regardless of whether those memberships are currently active.

7C.2 Profile Export: Users may export their complete profile – including data recorded by all Academies across their full history – at any time, in CSV or JSON format. This export serves as a verified, comprehensive sporting record that a User may present to clubs, selectors, or other organisations.

7C.3 No Selective Deletion of Records: No party – including the User themselves and any Academy – may selectively delete individual activity records such as attendance entries, ratings, or performance notes. Records are permanent entries that preserve the integrity of a User’s sporting history.

7C.4 Full Account Deletion: A User may permanently delete their entire account at any time. This is the only mechanism by which a User’s activity data is removed from the Platform. Upon account deletion, all data associated with that User – including every activity record entered by any Academy – will be permanently and irreversibly removed within thirty (30) days. This action cannot be undone.

7D. Minors

7D.1 Parental Control: For Users who are minors (under 18 years of age), the parent or guardian registered on the Platform holds the data rights described in clause 7C on behalf of the minor, including the right to export or delete the minor’s account.

7D.2 Academy Responsibility for Consent: Academies are responsible for obtaining valid parental or guardian consent before registering a minor on the Platform. By registering a minor, the Academy represents and warrants that such consent has been obtained. We rely on Academies to fulfil this obligation and are not liable for any failure by an Academy to obtain the required consent.

7D.3 Heightened Safeguards: We apply heightened data protection measures to minor accounts, including no behavioural advertising or profiling, strict access controls, and additional security monitoring.

7E. General Data Principles

7E.1 Limited Use: We access and process all data solely to provide and improve the Platform services.

7E.2 No Selling of Data: We will never sell, rent, or trade any User or Academy data to third parties.

7E.3 No Sharing of Personal Data: We will not share personal data with any third party except with explicit consent, to comply with legal obligations or court orders, or with service providers who assist in operating the Platform (such as hosting and payment processors), who are bound by strict confidentiality agreements.

7E.4 Anonymised & Aggregated Data: We may collect and use anonymised, aggregated data that does not identify any individual, Academy, or User, for purposes of Platform improvement, analytics, and benchmarking. Such data may be retained indefinitely and is not subject to deletion requests.

7E.5 Neutral Custodian: The Platform acts as a neutral custodian of data. We do not adjudicate disputes between Users and Academies regarding the accuracy or fairness of recorded data. Any such disputes are between the User and the Academy concerned.

7E.6 Privacy Policy: Our full data practices are governed by our Privacy Policy, incorporated into these Terms by reference.

8. Data Protection & Security

8.1 Our Commitment: We take data protection seriously and work diligently to protect your data using security practices consistent with industry standards. The measures described in this section represent our current practices and genuine intentions. They do not constitute warranties and do not override the Disclaimer of Warranties in clause 13 or the Limitation of Liability in clause 14.

8.2 Security Measures: We aim to maintain appropriate technical and organisational security measures, which currently include encryption of data in transit and at rest using industry-standard protocols, regular security assessments and monitoring, access controls limiting data access to authorised personnel only, and secure hosting infrastructure with reputable cloud providers. These measures may evolve over time as technology and best practices change, and we do not warrant that any specific technical implementation will be maintained indefinitely.

8.3 Backups: We aim to perform regular backups of all data to protect against data loss. We target a recovery point of thirty (30) days of backup history, though we do not guarantee that backups will be available in all circumstances or that data can always be fully restored.

8.4 Disaster Recovery: We maintain disaster recovery procedures and target restoration of services within twenty-four (24) hours of a critical failure. This is a target, not a guarantee, and recovery times may vary depending on the nature and severity of the incident.

8.5 Protection of Minors: Given that academies often manage data of minors, we apply heightened care to minor data, including refraining from behavioural advertising or profiling of minors, applying strict access controls on minor data, and supporting parental consent workflows as facilitated by you.

8.6 Incident Response: In the event of a data breach that we reasonably believe has affected your data, we will endeavour to notify you within seventy-two (72) hours of becoming aware of the breach, where reasonably practicable. Notification will be sent by email to the registered Academy Manager email address. Where you are a member of the Academy Pro Updates WhatsApp group (available primarily for Maldives-based academies), we will also post a notification there. Our notification will aim to include the nature of the breach, the categories of data affected, the steps we are taking to address it, and any recommended actions for you.

8.7 No Absolute Security: No security system is impenetrable. While we work hard to protect your data, we cannot guarantee that unauthorised third parties will never be able to defeat our security measures. You acknowledge this risk and agree that we shall not be liable for any security breach except to the extent provided in clause 14.

9. Service Availability & SLA

9.1 Uptime Target: We aim to maintain Platform availability of at least 99.5% each calendar month, excluding scheduled maintenance.

9.2 Scheduled Maintenance: Scheduled maintenance will be communicated via email or in-Platform notice at least forty-eight (48) hours in advance where possible, and will be performed during off-peak hours.

9.3 SLA Credits: If the Platform is unavailable for a continuous period exceeding ten (10) hours due to reasons within our reasonable control, we will apply a service credit to your account equal to one (1) full day's prorated subscription fee for each calendar day on which such an outage occurs. For clarity:

- A "calendar day" means a 24-hour period from midnight to midnight (Maldives Standard Time, UTC+5).
- Credits are calculated on your current monthly subscription rate divided by the number of days in the billing month.
- Credits will be automatically applied to your next invoice. They are not redeemable for cash.
- Credits do not apply to outages caused by Force Majeure events (see clause 17), your own actions, third-party services outside our control, or scheduled maintenance.

9.4 To receive a credit, no formal claim is required. We will identify qualifying outages and apply credits automatically. You may contact us at hello@academypro.app if you believe a credit has not been applied.

9.5 Limitation: We do not guarantee uninterrupted or error-free service. SLA credits as described above are your sole remedy for service unavailability.

10. Intellectual Property

10.1 The Platform, including all software, design, text, graphics, and other content (excluding Customer Data), is owned by us and protected by intellectual property laws.

10.2 We grant you a limited, non-exclusive, non-transferable licence to use the Platform for your internal academy management purposes during your subscription.

10.3 You may not copy, modify, distribute, sell, or create derivative works from any part of the Platform.

11. Termination

11.1 By You: You may cancel your subscription at any time by contacting us. Cancellation takes effect at the end of the current billing period. Refunds are subject to the Refund Policy in clause 5A.

11.2 By Us: We may terminate or suspend your account immediately for violation of these Terms, or with thirty (30) days' notice for any other reason.

11.3 Effect of Termination on Academy Account: Upon termination of an Academy account, the Academy's administrative data (Academy profile, manager accounts, settings, and configuration) will be removed. The Academy will lose all access to the Platform and to any player data. However, activity data recorded by the Academy about

players – such as attendance, ratings, and performance records – is not deleted. This data remains part of each player’s profile and continues to be visible to those players, attributed to the Academy by name. Outstanding fees remain payable. Academy Managers may request an export of their administrative data within thirty (30) days of termination, after which it will be permanently deleted.

12. Data Export & Deletion

12.1 Academy Administrative Data: Academy Managers may request an export of their Academy’s administrative data (Academy profile, settings, and configuration) at any time during their subscription or within thirty (30) days of termination. After thirty (30) days of termination, administrative data will be permanently deleted.

12.2 Player Activity Data: Activity data recorded by an Academy about players (attendance, ratings, performance records, and similar) forms part of each player’s personal profile. This data is not subject to deletion by the Academy and will not be deleted upon Academy account termination. It remains on the Platform as part of the player’s permanent sporting record.

12.3 User Account Deletion: Players may delete their own accounts at any time (see clause 7C.4). This is the only means by which activity data is permanently removed from the Platform.

12.4 Export Format: Data exports will be provided in a standard machine-readable format (CSV or JSON).

12.5 Legal Retention: Notwithstanding the above, we may retain certain data where required by applicable law or regulation.

13. Disclaimer of Warranties

13.1 The Platform is provided “as is” and “as available” without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

13.2 We do not warrant that the Platform will meet your specific requirements, operate without interruption, be secure, or be free of errors or vulnerabilities.

13.3 The security practices described in clause 8 represent our genuine efforts and current approach. They are not warranties and do not guarantee any particular outcome. Notwithstanding anything in clause 8, you use the Platform at your own risk.

13.4 We make no warranty regarding the accuracy, completeness, or reliability of any data stored on the Platform, including data entered by Academies or Users.

14. Limitation of Liability

14.1 To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of data, reputational harm, or loss of business opportunities, even if we have been advised of the possibility of such damages.

14.2 Our total aggregate liability to you for any and all claims arising from these Terms or your use of the Platform – including claims arising from data breaches, security incidents, or failure of the measures described in clause 8 – shall not exceed the total

fees paid by you in the three (3) months immediately preceding the event giving rise to the claim.

14.3 These limitations apply regardless of the theory of liability, whether in contract, tort, negligence, or otherwise, and regardless of whether we were advised of the possibility of such liability.

14.4 Nothing in these Terms excludes or limits our liability for fraud, wilful misconduct, or any liability that cannot be excluded by law.

15. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, losses, or expenses (including legal fees) arising from your use of the Platform, your violation of these Terms, content uploaded by you or your Authorised Users, or your violation of any third-party rights.

16. Changes to Terms

16.1 We may update these Terms from time to time. Material changes will be communicated via email or Platform notification at least thirty (30) days before taking effect.

16.2 Continued use of the Platform after changes take effect constitutes acceptance of the updated Terms.

16.3 If you do not agree with updated Terms, you may terminate your subscription before they take effect.

17. Force Majeure

17.1 Neither party shall be liable for any failure or delay in performance of its obligations under these Terms to the extent that such failure or delay is caused by a Force Majeure Event.

17.2 A "Force Majeure Event" means any event beyond a party's reasonable control, including but not limited to:

- Natural disasters, floods, storms, earthquakes, or other acts of God;
- War, armed conflict, terrorism, civil unrest, or government actions;
- Pandemics, epidemics, or public health emergencies declared by competent authorities;
- Widespread internet or telecommunications infrastructure failures not caused by the affected party;
- Power outages or failures of third-party cloud infrastructure providers;
- Actions of governmental or regulatory authorities, including new laws or regulations.

17.3 The party affected by a Force Majeure Event must notify the other party as soon as reasonably practicable and take all reasonable steps to mitigate the impact of the event.

17.4 If a Force Majeure Event continues for more than thirty (30) days, either party may terminate the affected services with written notice, and any prepaid fees for the unused period will be refunded on a prorated basis.

17.5 For clarity, Force Majeure Events do not excuse payment obligations for services already rendered.

18. Governing Law & Disputes

18.1 These Terms are governed by the laws of the Republic of Maldives.

18.2 Any disputes shall first be attempted to be resolved amicably through good faith negotiation. If unsuccessful within thirty (30) days of written notice of the dispute, disputes shall be settled by arbitration under the Arbitration Act of Maldives.

18.3 International Academies: We welcome customers from outside the Maldives and recognise that in-person arbitration in Malé may be impractical. Accordingly, arbitration proceedings may be conducted remotely by video conference or other electronic means by agreement of both parties. The language of arbitration shall be English. Nothing in this clause prevents either party from seeking urgent injunctive or interim relief from a court of competent jurisdiction in their local territory.

18.4 For customers in the European Union: If you are based in the EU, you may also have rights to raise complaints with your local data protection authority regarding our handling of personal data, notwithstanding the governing law provisions above.

19. General

19.1 Entire Agreement: These Terms, together with our Privacy Policy, constitute the entire agreement between you and us.

19.2 Severability: If any provision is found invalid, the remaining provisions remain in effect.

19.3 No Waiver: Our failure to enforce any right does not waive that right.

19.4 Assignment: You may not assign these Terms without our consent. We may assign our rights to an affiliate or successor.

20. Contact

For questions about these Terms, contact us at:

Elev8 Studios Pvt Ltd

Email: hello@academypro.app

Address: H.Theveli, Malé, Maldives

By using Academy Pro, you acknowledge that you have read, understood, and agree to these Terms of Service.