

## MyNetball Database User Agreement

Date: \_\_\_\_\_

### Agreement between the following parties:

(a) Association Name ("Association") \_\_\_\_\_ **AND**

(a) Club Name ("Club") \_\_\_\_\_ **AND**

(b) The "Principle User" (individual who has access to all components of MyNetball and controls user logins) on behalf the Club:

Principle User Details	
Full Name	
Title/Position	
Address	
Email	
Mobile Phone/Home Phone	

#### Club roles within MyNetball:

- Create user roles
- Create people
- Register players
- Create teams
- Nominate teams to grades
- Create websites
- Run registration and team reports

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## TERMS

The following Terms of Service ("Agreement") have been agreed to by all parties:

1. The Principle User has been properly appointed and registered as a member of the Club, which is affiliated with the Association and Netball WA;
2. The agreement will commence on the date this agreement is signed;
3. In consideration of the Club and Principle User complying with the terms and conditions of this agreement, the Association or Netball WA (with permission from the Association) will provide the Principle User with access to all modules in MyNetball unless otherwise changed or revoked by the Association or Netball WA (with permission from the Association);
4. Notwithstanding the date this agreement is signed, this agreement shall commence on 1 November 2014 and, subject to clause 5 of this agreement, will expire on 31 December 2015;
5. The Association and/or Netball WA reserves the right to terminate the agreement if the Club or any user from the Club does not abide by the terms and conditions set out in this agreement.

## **YOUR OBLIGATIONS**

6. As the Principle User appointed on behalf the Club, the Principle User must:
  - (a) Comply with all directions provided by the Association and Netball WA;
  - (b) Comply and abide by all of the Associations policies and procedures in relation to relevant MyNetball modules as amended from time to time;
  - (c) At all times keep confidential user security passwords, which provide access to the relevant MyNetball modules and not disclose the security password to any other party, including other users of MyNetball;
  - (d) Not disclose, use, disseminate or copy any information (including confidential data under clause 8) for any purpose other than for entry on the relevant MyNetball modules, unless prior written approval is provided by the Association;
  - (e) Ensure that the relevant MyNetball modules are used for its sole purpose only and in accordance with this agreement;
  - (f) Ensure that information which is displayed on the Club's website either now or in the future will not be defamatory, libellous, slanderous, obscene, violent, indecent, abusive, threatening, harassing or otherwise capable of being deemed inappropriate. The Association has the right to remove images or messages containing information which may be classed as any of the above;
  - (g) Be aware that the Association will not be responsible for any content posted by any user from the Club and that the content of all messages, whether expressed as opinions, statements or recommendations are your own and not those of the Association.

## **PROCEDURES MANUAL AND TRAINING**

7. The Association, with support from Netball WA, will endeavour to provide the Principle User and other Club representatives with training and helpdesk support as far as practicable to the Principle User and Club representatives on the relevant MyNetball modules. The medium, timing and format of the training will be determined by the Association.

## **CONFIDENTIAL/PERSONAL INFORMATION**

8. For the purposes of this agreement, "confidential data" is all data (in any form) in relation to a member which is collected, used, disseminated or copied for the purposes of MyNetball. The Principle User acknowledges that breach of this clause may result in immediate termination of this agreement by the Association pursuant to clause 12.
9. The Principle User must:
  - (a) Not, either during the term of the agreement or after its termination, disclose to any person any confidential data which is obtained during or incidental to the performance of the agreement other than to administer and run netball competitions, events and programs;
  - (b) Ensure that work stations shall not be left logged on to the network unattended, and that electronic files are securely stored;
  - (c) Ensure that all confidential data (in hard form) will be kept in locked file/drawers and destroyed when no longer required to administer and run netball competitions, events and programs;
  - (d) Ensure that confidential data is not used, disseminated or copied, unless prior written approval has been provided by the Association;
  - (e) Ensure that the all users are familiar with the Privacy Policy of Netball Australia.

## **LIABILITY AND INDEMNITY**

10. The Principle User agrees that:
  - (a) The Association is not liable for injury, damage or consequential loss suffered or incurred by any person or entity or to any property, as a result of any breach of the agreement by the Principle User or any other user from the Club;
  - (b) The Principle User will indemnify, and keep indemnified, the Association in respect of all claims, demands, proceedings, judgements, damages, fines, penalties, costs, expenses or losses, which the Association may suffer or incur, as a result of any breach of this agreement by the Principle User and any other user from the Club.
11. The Association makes no warranties whatsoever in relation to the continuation of MyNetball, ability to access the MyNetball modules or the continuing availability of the MyNetball modules.

**TERMINATION**

- 12. This agreement may be terminated prior to its expiry date by either party giving the other party not less than thirty (30) days notice in writing. In addition, the Association may terminate this agreement without notice if:
  - (a) The Principal User or other Club representative is failing to comply with the terms of this agreement and has failed to remedy such breach after at least one week’s written notice by the Association to do so;
  - (b) The Club is no longer a member of the Association;
  - (c) The Club’s agreement with the Association to access and use MyNetball is terminated or suspended.
- 13. Upon termination, the Principle User shall return all property belonging to the Association including, without limitation, all documents and electronic material in relation to or created as a result of MyNetball.

**MISCELLANEOUS**

- 14. This agreement may be varied only by agreement in writing between parties;
- 15. This document records the entire agreement between the parties as to its subject matter and replaces all previous written or oral agreements or understandings between the parties;
- 16. This agreement shall be governed by and construed in accordance with the law for the time being in force in Western Australia and the parties submit to the jurisdiction of the courts in that State.

Signed for and on behalf of Wanneroo Districts Netball Association

.....  
*Signature of authorised representative*

.....  
*Name of authorised representative (please print)*

Signed for and on behalf of (insert Club name here):

.....  
*Signature of authorised representative*

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*Name of authorised representative (please print)*