

Dinka

Terms of Service

Public Legal Terms

Effective Date: September 20, 2026

Revision History

Version	Date	Description	Owner
1.0	July 2, 2026	Initial launch version for Dinka iOS application, user accounts, social features, memberships, clubs, coaches, events, tournaments, and related services.	Dinka Legal & Trust Operations
1.1	September 20, 2026	Updated operator identity and contact information; clarified current web technologies where applicable.	Dinka Sports Technology LLC

These Terms of Service are part of Dinka's launch legal documentation package and should be read together with Dinka's Privacy Policy, Community Guidelines, Trust & Safety Policy, DMCA Policy, and Support / Account Deletion Page. If another Dinka policy addresses a topic in more operational detail, these Terms still control the legal relationship between Dinka and each user unless the other policy expressly states otherwise.

Launch Scope

As of the Effective Date, Dinka is an iOS sports social networking platform using email login, Google Sign-In, Apple Sign-In, player profiles, feed posts, comments, photos, match videos, Direct Messages with text and images, location features, clubs, coaches, club-created events, club-created tournaments, moderation tools, Apple In-App Purchases, push notifications, password reset emails, service diagnostics, and in-app account deletion. Dinka does not currently provide AI-generated platform features or OpenAI integration.

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1. Introduction and Acceptance of Terms

1.1 Binding Agreement

These Terms of Service (the "Terms") are a binding legal agreement between you and Dinka Sports Technology LLC, operating as Dinka ("Dinka," "we," "us," or "our"). The Terms govern your access to and use of Dinka's mobile applications, websites, accounts, memberships, clubs, coach features, events, tournaments, content, communications, and related services (collectively, the "Services").

By creating an Account, downloading or using the Dinka application, purchasing a membership, posting content, sending a Direct Message, joining or interacting with a Club, advertising as a Coach, creating or participating in an event or tournament, or otherwise using the Services, you agree to these Terms. If you do not agree, you may not use the Services.

1.2 Relationship to Other Dinka Policies

These Terms incorporate Dinka's Privacy Policy, Community Guidelines, Trust & Safety Policy, DMCA Policy, and Support / Account Deletion Page by reference. Those policies explain privacy practices, user conduct rules, reporting and blocking tools, safety guidance, copyright takedown procedures, and account deletion procedures. Dinka may publish additional product, membership, coach, club, sponsorship, event, tournament, or safety terms as the Services grow. Those additional terms apply when you use the relevant feature.

1.3 Plain-English Summary; Legal Terms Control

Dinka may provide summaries, FAQs, help center articles, onboarding screens, or informal explanations of these Terms. Those materials are provided for convenience only. The full text of these Terms controls if there is a conflict.

1.4 Changes to These Terms

Dinka may update these Terms from time to time to reflect changes in the Services, laws, subscriptions, safety practices, third-party integrations, business operations, or user feedback. The Effective Date indicates when the current version became effective. If Dinka makes material changes, Dinka will provide notice by a reasonable method, which may include in-app notice, email notice, update notes, or posting an updated version. Continued use of the Services after updated Terms become effective means you accept the updated Terms.

2. Definitions

The following terms are used consistently across Dinka's launch legal documentation package. Additional terms may be defined where they are used.

Defined Term	Meaning
Account	A registered Dinka account created through email login, Google Sign-In, Apple Sign-In, or another authentication method Dinka later supports.
Dinka Content	Software, design, text, graphics, logos, trademarks, interfaces, rankings displays, look and feel, documentation, and other materials owned by or licensed to Dinka, excluding User Content.
Club	A club, facility, organizer, business, or similar entity that uses Dinka to publish pickleball-related information, events, tournaments, media, or community content.
Coach	A person or business using Dinka to advertise coaching services, display profile information, receive user reviews, or participate in future verification features.
Direct Message	A private or semi-private message feature within Dinka that may include text, photos, metadata, timestamps, and recipients.
Membership	A paid Dinka subscription or paid product, including Premium Membership, Coach Membership, and any later in-app tiers.
Platform	The Dinka technology platform, including the iOS application, future web platform, future Android application, backend systems, databases, moderation systems, and related infrastructure.

Defined Term	Meaning
Services	Dinka's applications, websites, accounts, memberships, clubs, coach features, events, tournaments, content, communications, and related products and services.
User Content	Content submitted, uploaded, posted, sent, displayed, reviewed, or otherwise provided by users, including profile information, usernames, photos, videos, feed posts, comments, Direct Messages, reviews, club content, coach content, event content, and tournament content.

3. Eligibility and Account Registration

3.1 Minimum Age

You must be at least 13 years old to create an Account or use the Services. Dinka is not directed to children under 13. If you are under 13, you may not use Dinka. If you are at least 13 but under the age of legal majority where you live, you may use Dinka only with permission from a parent or legal guardian who agrees to these Terms on your behalf.

3.2 Account Information

You agree to provide accurate, current, and complete account information and to keep that information reasonably up to date. Dinka may allow usernames to be changed, but Dinka may restrict, reclaim, or remove usernames that violate Dinka policies, impersonate another person, infringe rights, mislead users, interfere with moderation, or create safety risk.

3.3 Authentication Providers

Dinka currently supports email login, Google Sign-In, and Apple Sign-In. Dinka may support additional authentication providers in the future. Your use of a third-party authentication provider is also subject to that provider's terms and privacy practices. Dinka is not responsible for third-party account access, outages, credential issues, or authentication-provider decisions.

3.4 Account Security

You are responsible for maintaining the confidentiality of your Account credentials and for all activity that occurs through your Account. You must promptly notify Dinka if you believe your Account has been compromised. You may not share, sell, rent, transfer, or provide access to your Account except as permitted by Dinka in writing.

3.5 One Person or Organization; No Evasion

Unless Dinka expressly allows otherwise, each Account must correspond to the real person, Coach, Club, or authorized representative using it. You may not create or use Accounts to evade enforcement, manipulate reviews, harass others, scrape data, impersonate a person or organization, or circumvent Dinka's subscriptions, safety controls, moderation decisions, or technical limits.

3.6 Account Deletion

Dinka provides in-app account deletion functionality. Account deletion and data retention are described in Dinka's Privacy Policy and Support / Account Deletion Page. Some information may be retained for legitimate business, legal, safety, fraud-prevention, backup, audit, dispute-resolution, tax, subscription, or enforcement purposes where permitted by law.

4. The Dinka Platform

4.1 Sports Social Networking Platform

Dinka is a sports social networking platform for the pickleball community. The Services may help users create profiles, share feed posts, comment, upload photos and videos, send Direct Messages, discover people or places, interact with Clubs and Coaches, view or participate in events and tournaments, and use current or future pickleball-related discovery, ranking, review, membership, media, and community features.

4.2 No Emergency, Medical, Legal, Financial, or Professional Service

Dinka is not an emergency service, medical service, law enforcement service, legal service, financial service, insurance service, background-check service, tournament sanctioning body, sports governing body, coaching certifier, facility operator, or safety guarantor. If you face an emergency, threat, injury, medical issue, suspected crime, or immediate safety risk, contact local emergency services or appropriate authorities.

4.3 Feature Availability

Dinka may add, change, suspend, limit, remove, rename, test, or discontinue features at any time, including free features, paid features, beta features, rankings, DUPR integration, media galleries, sponsored clubs, sponsored businesses, sponsored tournaments, event registration, additional Membership tiers, verified Coaches, verified Clubs, web access, Android access, and additional payment or authentication methods. Dinka is not obligated to maintain any particular feature indefinitely unless a specific written agreement says otherwise.

4.4 Beta, Experimental, and Future Features

Dinka may release beta or experimental features to some or all users. Beta features may be incomplete, inaccurate, unavailable, or changed without notice. If Dinka later offers DUPR integration, rankings, verification, sponsored placements, additional payment methods, or other new features, Dinka may require users to accept additional terms, complete additional verification, grant additional permissions, or follow additional policies.

4.5 Service Reliability

Dinka works to provide a reliable Platform, but we do not guarantee that the Services will be uninterrupted, error-free, secure, compatible with every device, or available in every location. Maintenance, outages, bugs, third-party service issues, app-store review, infrastructure limitations, security events, and product changes may affect access.

5. User Conduct and Community Standards

5.1 General Conduct Standard

Dinka is built for real people in a real sports community. You agree to use Dinka lawfully, respectfully, honestly, and consistently with these Terms, Dinka's Community Guidelines, Trust & Safety Policy, and any feature-specific rules. You are responsible for your conduct both on Dinka and, to the extent connected to Dinka interactions, during real-world meetups, games, coaching sessions, events, and tournaments.

5.2 Prohibited Conduct

You may not use the Services to engage in, promote, facilitate, or attempt any of the following conduct:

- Harassment, bullying, threats, intimidation, stalking, hate, abuse, exploitation, or targeted humiliation.
- Sexual exploitation, non-consensual intimate imagery, grooming, sexual solicitation of minors, or sexualized content involving minors.
- Violence, credible threats, weapon promotion in unsafe contexts, self-harm encouragement, or instructions for unlawful conduct.
- Impersonation, fake accounts, misleading affiliations, fake Clubs, fake Coaches, fake reviews, or deceptive sponsorship claims.
- Spam, scams, phishing, malware, credential theft, fraud, pyramid schemes, or unauthorized commercial solicitation.
- Uploading content that infringes intellectual property, privacy, publicity, contractual, or other rights.
- Circumventing subscriptions, payment systems, technical limits, safety tools, blocking, bans, or account restrictions.
- Scraping, crawling, indexing, harvesting, reverse engineering, or using automated systems without Dinka's written permission.
- Interfering with app security, infrastructure, moderation, analytics, ranking systems, reviews, or service integrity.
- Collecting, publishing, or misusing another person's personal information, location, messages, photos, videos, or identity information without proper authorization.

- Using Dinka for unlawful gambling, prohibited weapons, controlled substances, illegal services, or other regulated activities not approved by Dinka.
- Conduct that Dinka reasonably determines may harm users, minors, Clubs, Coaches, partners, Dinka, or the pickleball community.

5.3 User Interactions

You are solely responsible for your interactions with other users, including messages, games, meetups, coaching arrangements, reviews, business communications, club interactions, event participation, and tournament participation. Dinka may provide reporting, blocking, moderation, discovery, and safety tools, but Dinka does not verify every user, monitor every interaction, conduct universal background checks, guarantee anyone's identity, or promise that any user, Coach, Club, event, tournament, facility, or meetup is safe.

5.4 Minors and Youth Safety

Users must not contact, solicit, exploit, manipulate, or endanger minors. Adults using Dinka must act responsibly when interacting with users who may be minors. Coaches, Clubs, event organizers, tournament organizers, and other adults remain responsible for complying with all laws, facility rules, youth-safety obligations, background-check requirements, mandatory-reporting obligations, and athletic-program requirements that apply to their real-world activities.

5.5 Reporting and Blocking

Dinka provides reporting and blocking tools. Users should report content, accounts, messages, reviews, or activity that may violate Dinka policies. Blocking may limit certain interactions, but it may not remove all visibility or prevent all real-world contact. Dinka may review reports and take action under Section 13 and Dinka's Trust & Safety Policy.

6. User Content

6.1 You Own Your User Content

You retain ownership of User Content you upload, post, send, display, review, or otherwise provide to Dinka. These Terms do not transfer ownership of your User Content to Dinka. You are responsible for your User Content and for ensuring that you have all rights, permissions, licenses, consents, and authorizations necessary to provide it to Dinka and to grant the license below.

6.2 License to Dinka

By providing User Content to the Services, you grant Dinka a worldwide, non-exclusive, royalty-free, sublicensable, transferable license to host, store, reproduce, display, distribute, transmit, publish, process, adapt, modify for formatting or technical purposes, create excerpts or thumbnails, moderate, remove, preserve, and otherwise use your User Content as necessary or appropriate to operate, provide, improve, protect, enforce, support, market, and develop the Services. This license includes use in connection with feeds, profiles, comments, Direct Messages, media galleries, Club pages, Coach pages, event pages, tournament pages, reviews, notifications, search or discovery within Dinka, moderation systems, support, safety reviews, backups, legal compliance, and product promotion.

This license continues for as long as necessary to provide the Services, comply with law, maintain backups, resolve disputes, enforce policies, protect safety, preserve evidence, respect other users' interactions with your content, or operate features where content has been shared with others. If you delete content or your Account, Dinka will handle deletion and retention as described in the Privacy Policy and Support / Account Deletion Page.

6.3 User Content Representations

You represent and warrant that: (a) you own or have sufficient rights to your User Content; (b) your User Content does not violate law, these Terms, the Community Guidelines, the Trust & Safety Policy, or another person's rights; (c) your User Content is not deceptive, defamatory, infringing, exploitative, or unsafe; and (d) you will not upload photos, videos, messages, reviews, or other content that you are not authorized to share.

6.4 Visibility, Screenshots, and External Sharing

Dinka profiles are intended to be searchable only within Dinka as of the Effective Date, but Dinka cannot control what other users do with content they can view. Other users may screenshot, record, copy, download, re-share, describe, or otherwise distribute User Content outside Dinka. You should not post or send content unless you are comfortable with the risk that recipients or viewers may share it.

6.5 Direct Messages

Direct Messages may feel private, but they are not a secure vault, encrypted legal repository, medical record system, or emergency reporting system. Dinka may access, preserve, or review Direct Messages when reported by a participant, when necessary for safety or abuse prevention, when needed for support or technical operation, when required by law, or as otherwise described in Dinka's Privacy Policy. You should not send passwords, financial account numbers, sensitive identification documents, private medical information, or content you are not authorized to share.

6.6 Content Removal

Dinka may remove, restrict, label, demote, preserve, or refuse to display User Content at any time if Dinka believes the content violates Dinka policies, infringes rights, creates risk, may be unlawful, may harm users or Dinka, or is inconsistent with the intended operation of the Services. Dinka is not required to host or continue displaying any User Content.

6.7 Feedback

If you provide ideas, suggestions, bug reports, feature requests, names, concepts, designs, or other feedback, you grant Dinka a perpetual, worldwide, irrevocable, royalty-free right to use, modify, commercialize, and incorporate that feedback without obligation to compensate you or treat the feedback as confidential.

7. Intellectual Property and Platform License

7.1 Dinka Property

Dinka and its licensors own the Platform, Dinka Content, software, interfaces, designs, trademarks, trade names, logos, documentation, algorithms, compilations, databases, analytics, ranking displays, visual design, and other materials associated with the Services, except for User Content. No rights are granted except as expressly stated in these Terms.

7.2 Limited License to Use Dinka

Subject to these Terms, Dinka grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for their intended purpose. This license is for your own lawful personal, social, athletic, coaching, club, or approved business use within Dinka. You may not use the Services in a way that exceeds this license.

7.3 Restrictions

You may not copy, modify, distribute, sell, lease, sublicense, reverse engineer, decompile, scrape, crawl, extract, train models on, benchmark for competitive purposes, interfere with, or create derivative works from the Platform or Dinka Content except as permitted by law or with Dinka's written permission. You may not remove copyright, trademark, attribution, security, or proprietary notices.

7.4 Copyright and DMCA

Dinka respects intellectual property rights and expects users to do the same. Copyright takedown requests and counter-notice should follow Dinka's DMCA Policy. Dinka may remove or disable access to allegedly infringing content and may terminate repeat infringers where appropriate.

7.5 Reservation of Rights

Dinka reserves all rights not expressly granted. No implied licenses are created by these Terms, by your use of the Services, or by Dinka's failure to object to a particular use.

8. Clubs, Coaches, Events, and Tournaments

8.1 Clubs

Clubs may use Dinka to publish information, posts, media, events, tournaments, announcements, and similar content. Clubs are responsible for their own operations, facilities, statements, safety practices, event rules, tournament rules, eligibility rules, weather decisions, cancellation policies, communications, staff, contractors, members, and compliance with law. Dinka does not operate Club facilities, manage Club memberships, collect Club dues, or control Club services as of the Effective Date.

8.2 Coaches

Coaches may use Dinka to advertise coaching services and receive user reviews. Coaches are responsible for their own qualifications, certifications, insurance, background checks, facility permissions, scheduling, pricing, taxes, safety practices, youth-safety obligations, client communications, results, and compliance with law. Dinka does not employ Coaches, certify Coaches, supervise coaching sessions, guarantee coaching quality, or guarantee athletic outcomes.

8.3 Events and Tournaments

Club-created events and tournaments are controlled by the Club, organizer, facility, or other real-world operator, not Dinka, unless Dinka expressly says otherwise in writing. Organizers are responsible for rules, schedules, brackets, eligibility, fees collected outside Dinka, refunds, safety, staffing, officiating, weather, venue conditions, injuries, equipment, insurance, and compliance with law. Dinka may provide publication, discovery, communication, registration, media, or administrative tools, but those tools do not make Dinka the operator or guarantor of an event or tournament.

8.4 No Dinka Endorsement

Dinka may display Clubs, Coaches, events, tournaments, reviews, rankings, sponsored placements, verification badges, or other signals. Unless Dinka expressly states otherwise, display on Dinka does not mean Dinka endorses, sponsors, employs, certifies, recommends, supervises, insures, or guarantees any user, Coach, Club, facility, event, tournament, business, product, service, or claim.

8.5 Payments Outside Dinka

As of the Effective Date, Clubs cannot collect payments through Dinka, and Coaches use Dinka to advertise services only. Any payment, refund, tax, chargeback, dispute, contract, waiver, or agreement between users and a Club, Coach, facility, event organizer, tournament organizer, or third-party business outside Dinka is solely between those parties. Dinka is not a party to those transactions and is not responsible for them.

8.6 Future Verification and Registration

Dinka may later offer verified Coaches, verified Clubs, event registration, tournament registration, DUPR integration, rankings, sponsored tournaments, sponsored Clubs, sponsored businesses, media galleries, or additional membership tiers. Dinka may require additional information, terms, review, verification, documentation, or fees before enabling those features. Verification, if offered, may be limited, may expire, and may be revoked.

9. Location Features, Meetups, and Physical Activity

9.1 Location Features

Dinka may request Apple Location Services permission for features such as nearby discovery, clubs, courts, events, tournaments, or other location-based experiences. You may deny location permission or change permissions through your device settings. If you deny permission, some features may be unavailable or less useful. You remain responsible for information you manually provide, such as a home court, preferred location, or event location.

9.2 Meetups and Real-World Interactions

Dinka may help users connect with other pickleball players, Coaches, Clubs, events, or tournaments. Dinka does not control real-world interactions, transportation, facility conditions, equipment, weather, other users, physical

safety, or the conduct of people you meet through Dinka. Use judgment, meet in public places when appropriate, tell someone where you are going, consider bringing another person, and stop interacting with anyone who makes you feel unsafe.

9.3 Physical Activity Risk

Pickleball, training, coaching, tournaments, travel, and related physical activities involve risk of injury, illness, collision, falls, dehydration, heat exposure, overexertion, property damage, and other harms. You are responsible for deciding whether you are healthy enough to participate, using appropriate equipment, following facility rules, warming up, playing safely, and seeking medical advice when appropriate. Dinka is not responsible for injuries, medical conditions, property damage, or other losses arising from pickleball activities or real-world interactions.

9.4 No Medical or Fitness Advice

Content on Dinka may discuss workouts, performance, equipment, drills, ratings, rankings, injuries, recovery, or sports participation. That content is for general community discussion only and is not medical, fitness, coaching, legal, or safety advice from Dinka. Consult qualified professionals where appropriate.

10. Memberships, Subscriptions, and Payments

10.1 Membership Tiers

Membership	Launch Price	Launch Description
Premium Membership	\$8/month	Paid player or user features made available by Dinka from time to time.
Coach Membership	\$30/month	Coach advertising, coach profile, and related coach-facing features made available by Dinka.
Club Account	Not sold in-app	Club page, posting, event, tournament, and related club-facing features after Dinka review; billing, if any, is handled outside the app.

The listed launch prices are based on Dinka's current intended pricing as of the Effective Date. Actual prices, taxes, renewal terms, available tiers, included features, geographic availability, free trials, promotions, and billing periods may vary as displayed in the app or App Store purchase flow at the time of purchase.

10.2 Apple In-App Purchases

As of the Effective Date, Dinka accepts payments only through Apple In-App Purchases. Apple processes payment credentials, billing, cancellation tools, and certain refund processes under Apple's terms and policies. Dinka may receive purchase, receipt, renewal, cancellation, entitlement, and subscription-status information needed to provide paid features and support users.

10.3 Auto-Renewal and Cancellation

Memberships may renew automatically unless cancelled through the applicable Apple subscription management flow before the renewal date. Deleting the Dinka app, deleting your Account, blocking another user, losing access due to enforcement, or not using paid features may not automatically cancel an Apple-managed subscription. You are responsible for managing cancellation through Apple or any future payment provider that processes your subscription.

10.4 Feature Changes and Paid Access

Dinka may add, remove, rename, bundle, unbundle, limit, or change Membership features over time. Dinka will not intentionally remove the core value of a paid Membership during a paid period without a reasonable product, safety, legal, operational, or business reason, but Dinka does not guarantee that every feature available at purchase will remain available forever. Some features may require updates, compatible devices, location permissions, third-party services, good-standing Accounts, or compliance with Dinka policies.

10.5 Refunds

Refund requests for Apple In-App Purchases are generally handled by Apple under Apple's policies. Dinka may provide support information, but Dinka does not control Apple's refund decisions. Unless required by law or approved by the applicable payment provider, fees are non-refundable and non-transferable.

10.6 Taxes and Price Changes

Prices may not include taxes, fees, exchange-rate effects, or app-store charges unless stated in the purchase flow. Dinka may change prices, introduce additional tiers, offer promotions, or discontinue Memberships. Any required notice or consent for subscription price changes will be handled through the applicable app store or payment provider process.

10.7 No Payment Circumvention

You may not attempt to bypass Dinka's required payment methods, manipulate receipts, fake entitlement status, resell memberships, exploit trial offers, reverse engineer purchase flows, or obtain paid features without payment or authorization.

11. Reviews, Sponsorships, Advertising, and Promotions

11.1 User Reviews

Dinka may allow users to review Coaches, Clubs, events, tournaments, businesses, or other services. Reviews must reflect honest opinions and real experiences, must not be fake or misleading, and must not be used for harassment, extortion, retaliation, discrimination, spam, or manipulation. Dinka may remove, restrict, or investigate reviews that appear fraudulent, incentivized without disclosure, conflicted, abusive, unlawful, irrelevant, or inconsistent with Dinka policies.

11.2 Coach and Club Advertising

Coaches may advertise their services through Dinka features available to them. Clubs may publish club-related content, events, tournaments, and announcements. Coaches and Clubs are responsible for the truthfulness of their claims, qualifications, schedules, prices, availability, facilities, safety practices, and legal compliance.

11.3 Sponsored Content and Future Ads

Dinka does not operate third-party display advertising as of the Effective Date. Dinka may later offer sponsored Clubs, sponsored businesses, sponsored tournaments, promoted placements, partner offers, or other advertising or sponsorship opportunities. Sponsored or promoted content may be labeled or otherwise disclosed where required by law, platform rules, or Dinka policy. Sponsors and advertisers are responsible for their own claims, products, services, offers, and compliance obligations.

11.4 Promotions

Any contests, giveaways, discounts, referral programs, promotions, or special offers may be subject to additional terms. Dinka may modify, suspend, or end promotions where permitted by law. Apple, Google, and other app stores or platforms are not sponsors of Dinka promotions unless expressly stated.

12. Privacy

Dinka's Privacy Policy explains how Dinka collects, uses, discloses, retains, and protects information. By using the Services, you acknowledge Dinka's Privacy Policy. Privacy-sensitive features may require device permissions or user choices, including location permission, push notification permission, social login choices, and future integrations. If you use Direct Messages, upload media, interact with Clubs or Coaches, purchase Memberships, or participate in events or tournaments, related information may be processed as described in the Privacy Policy.

13. Moderation, Enforcement, and Appeals

13.1 Dinka Enforcement Rights

Dinka may investigate, remove content, restrict content, limit features, issue warnings, disable messaging, remove reviews, suspend Accounts, permanently ban Accounts, restrict devices or identifiers, block payment entitlements, preserve evidence, or take other action if Dinka believes a user violated these Terms, another Dinka policy, law, third-party rights, or the intended operation of the Services.

13.2 No Obligation to Monitor Everything

Dinka may moderate content and conduct, but Dinka is not obligated to monitor every profile, post, comment, message, photo, video, review, Club, Coach, event, tournament, or interaction. Dinka may rely on user reports, automated signals, manual review, third-party providers, or other reasonable methods. Failure to remove content or take action immediately does not waive Dinka's right to act later.

13.3 Appeals

Dinka may provide appeal processes for certain moderation or enforcement actions. Appeals must be submitted through the method Dinka provides and must include accurate information. Dinka is not required to offer appeals for every action, to restore content, or to reinstate Accounts. Dinka's decisions may consider safety, legal risk, user history, evidence availability, severity, repeat behavior, and platform integrity.

13.4 Safety and Legal Preservation

Dinka may preserve records, content, messages, reports, device information, and account information when reasonably necessary for safety, enforcement, fraud prevention, legal compliance, litigation holds, law enforcement requests, or dispute resolution. Preservation does not mean Dinka has determined that a violation occurred.

14. Disclaimers

Important Risk Notice

Dinka connects people around pickleball, but Dinka does not control real-world activities. You are responsible for your choices, interactions, travel, physical activity, coaching decisions, event participation, tournament participation, facility use, and communications.

14.1 Services Provided As Is

To the maximum extent permitted by law, the Services are provided "as is" and "as available" without warranties of any kind, whether express, implied, statutory, or otherwise. Dinka disclaims warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, reliability, safety, compatibility, and uninterrupted or error-free operation.

14.2 User and Third-Party Content

Dinka does not guarantee the accuracy, legality, safety, quality, or usefulness of User Content, reviews, rankings, Club content, Coach content, event content, tournament content, messages, photos, videos, comments, ratings, or third-party information. User Content is created by users, not Dinka, even when displayed through Dinka features.

14.3 Injuries, Meetups, Coaching, Tournaments, and User Interactions

Dinka disclaims responsibility for injuries, illness, death, property damage, lost property, disputes, assaults, harassment, misconduct, discrimination, unsafe facilities, negligent coaching, event cancellation, tournament disputes, inaccurate schedules, weather decisions, transportation issues, payment disputes outside Dinka, or other harms arising from pickleball activities, meetups, coaching, Clubs, events, tournaments, businesses, sponsors, or user interactions.

14.4 No Background Checks or Identity Guarantee

Unless Dinka expressly states otherwise for a specific verified feature, Dinka does not conduct background checks, verify every identity, verify every qualification, inspect facilities, approve every Coach, approve every Club, or guarantee that users are who they claim to be. Verification features, if later introduced, may be limited and should not be treated as a safety guarantee.

14.5 Third-Party Services

Dinka may rely on or link to third-party services such as Apple, Google, Firebase, authentication providers, analytics providers, cloud providers, maps, app stores, payment providers, DUPR, Clubs, Coaches, sponsors, or other partners. Dinka is not responsible for third-party services, outages, terms, privacy practices, content, data, rankings, decisions, or transactions.

15. Limitation of Liability

To the maximum extent permitted by law, Dinka and its officers, directors, employees, contractors, agents, affiliates, licensors, service providers, and partners will not be liable for indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages; lost profits; lost revenue; lost data; lost goodwill; business interruption; personal injury; property damage; emotional distress; reputational harm; substitute services; or other losses arising out of or related to the Services, these Terms, User Content, Clubs, Coaches, events, tournaments, Memberships, subscriptions, rankings, reviews, sponsored content, Direct Messages, location features, meetups, or real-world pickleball activities, even if Dinka has been advised of the possibility of those damages.

To the maximum extent permitted by law, Dinka's total liability for all claims arising out of or related to the Services or these Terms will not exceed the greater of: (a) the amount you paid Dinka through Apple In-App Purchases for the Services during the three months before the event giving rise to the claim; or (b) one hundred U.S. dollars (\$100). Some jurisdictions do not allow certain limitations of liability, so some limitations may not apply to you.

16. Indemnification

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless Dinka and its officers, directors, employees, contractors, agents, affiliates, licensors, service providers, and partners from and against any claims, demands, damages, losses, liabilities, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or related to: (a) your use of the Services; (b) your User Content; (c) your violation of these Terms or Dinka policies; (d) your violation of law or third-party rights; (e) your interactions with users, Clubs, Coaches, events, tournaments, sponsors, businesses, or third parties; (f) your coaching, club, event, tournament, business, or promotional activities; or (g) your fraud, misconduct, negligence, or willful misconduct. Dinka may control the defense of any matter subject to indemnification, and you agree to cooperate with Dinka's defense.

17. Dispute Resolution; Arbitration; Class Action Waiver

17.1 Please Read Carefully

This Section requires most disputes between you and Dinka to be resolved by binding individual arbitration rather than in court. It also limits class actions, class arbitrations, representative actions, and jury trials to the maximum extent permitted by law.

17.2 Informal Resolution First

Before filing arbitration or a lawsuit, you and Dinka agree to try to resolve the dispute informally. A party must send written notice describing the dispute, the relief requested, and contact information. Notices to Dinka must be sent to support@dinkapickleball.com with the subject line "Legal Dispute Notice." The parties will have 30 days after receipt to try to resolve the dispute informally unless a shorter period is required by law or emergency relief is needed.

17.3 Binding Individual Arbitration

Except for the exceptions below, any dispute, claim, or controversy arising out of or relating to these Terms, the Services, User Content, Memberships, subscriptions, Clubs, Coaches, events, tournaments, reviews, Direct Messages, location features, enforcement actions, privacy, or your relationship with Dinka will be resolved by binding individual arbitration administered by the American Arbitration Association under its applicable consumer arbitration rules, as modified by these Terms. The Federal Arbitration Act governs this arbitration agreement.

17.4 Arbitration Location and Procedure

Arbitration may be conducted by video, telephone, written submissions, or in person in Bernalillo County, New Mexico, unless the arbitrator determines another location or method is required by applicable rules or law. The arbitrator may award individual relief available in court, but only to the individual party seeking relief and only as necessary to resolve that party's individual claim. The arbitrator has authority to decide issues of arbitrability except where applicable law requires a court to decide them.

17.5 Exceptions

Either party may bring an individual claim in small claims court if the claim qualifies. Either party may seek temporary or preliminary injunctive relief in court to protect intellectual property, confidential information, safety, security, account integrity, or platform integrity. Dinka may take enforcement action within the Platform without first using arbitration.

17.6 Class Action and Jury Trial Waiver

To the maximum extent permitted by law, you and Dinka agree that each may bring claims only in an individual capacity and not as a plaintiff, class member, private attorney general, or representative in any class, collective, consolidated, mass, or representative proceeding. Class arbitration, class actions, collective actions, mass arbitration procedures not required by applicable rules, and representative actions are not permitted. You and Dinka waive the right to a jury trial to the maximum extent permitted by law.

17.7 Arbitration Opt-Out

You may opt out of this arbitration agreement by sending an email to support@dinkapickleball.com within 30 days after you first accept these Terms. The email must include your full name, Dinka username, the email associated with your Account, and a clear statement that you opt out of arbitration. Opting out of arbitration does not opt you out of any other part of these Terms.

17.8 Severability

If any part of this Section is found unenforceable, the unenforceable part will be severed or limited to the minimum extent necessary, and the remaining parts will remain in effect, except that if the class action waiver is found unenforceable for a claim and cannot be severed, that claim must proceed in court rather than arbitration.

18. Governing Law and Venue

These Terms and any dispute not subject to arbitration are governed by the laws of the State of New Mexico and applicable federal law, without regard to conflict-of-law principles. Subject to Section 17, the state and federal courts located in Bernalillo County, New Mexico will have exclusive jurisdiction and venue for disputes arising out of or related to these Terms or the Services, and you consent to personal jurisdiction in those courts.

19. Termination

19.1 Your Right to Stop Using Dinka

You may stop using Dinka at any time. You may delete your Account using Dinka's in-app account deletion functionality. Account deletion does not automatically cancel Apple-managed subscriptions, does not erase all records immediately, and does not affect obligations that survive termination.

19.2 Dinka's Right to Suspend or Terminate

Dinka may suspend, restrict, or terminate your access to the Services at any time if Dinka believes you violated these Terms, Dinka policies, law, third-party rights, or platform integrity rules; if your use creates risk; if required by an app store, payment provider, service provider, court, regulator, or law enforcement request; if your Account is inactive; or if Dinka discontinues a feature or service.

19.3 Effect of Termination

After termination, your license to use the Services ends. Dinka may retain, delete, or restrict Account information and User Content as described in the Privacy Policy and as permitted by law. Sections concerning intellectual property, User Content licenses, payments owed, disclaimers, limitation of liability, indemnification, dispute resolution, governing law, and general terms survive termination to the extent necessary to give them effect.

20. Apple App Store and Third-Party Platform Terms

20.1 Apple App Store

If you download or use Dinka through the Apple App Store, your use may also be subject to Apple's terms, including Apple's Standard Licensed Application End User License Agreement unless Dinka separately provides a custom end-user license agreement through App Store Connect. Apple is not responsible for Dinka's Services, User Content, maintenance, support, warranties, product claims, legal compliance, privacy practices, or intellectual property claims, except as required by Apple's own terms or applicable law.

20.2 Third-Party Beneficiary

To the extent required by Apple's applicable terms, Apple and its subsidiaries are third-party beneficiaries of the portions of these Terms that relate to the iOS application and may enforce those portions against you. Nothing in these Terms gives any other third party enforcement rights unless expressly stated.

20.3 Third-Party Terms

You must comply with applicable third-party terms when using Dinka, including terms from Apple, Google, authentication providers, wireless carriers, internet providers, payment providers, device manufacturers, operating system providers, and future integration partners such as DUPR if Dinka later supports those integrations.

20.4 Export and Sanctions Compliance

You represent that you are not located in a country or region subject to a U.S. government embargo or designated by the U.S. government as a terrorist-supporting country, and that you are not listed on any U.S. government list of prohibited or restricted parties. You may not use Dinka in violation of U.S. export control or sanctions laws.

21. General Terms

21.1 Entire Agreement

These Terms, together with Dinka policies and any feature-specific terms that apply to your use, are the entire agreement between you and Dinka regarding the Services and supersede prior or contemporaneous understandings on that subject.

21.2 Assignment

You may not assign or transfer these Terms or your Account without Dinka's prior written consent. Dinka may assign or transfer these Terms, Accounts, information, and rights in connection with a merger, acquisition, financing, reorganization, sale of assets, change of control, corporate restructuring, or operation of the Services.

21.3 Severability

If any provision of these Terms is found unenforceable, that provision will be enforced to the maximum extent permitted and the remaining provisions will remain in full force and effect.

21.4 No Waiver

Dinka's failure to enforce a provision is not a waiver. Any waiver must be in writing and signed by Dinka.

21.5 No Agency

These Terms do not create a partnership, joint venture, employment, franchise, fiduciary, agency, or exclusive relationship between you and Dinka. Coaches, Clubs, event organizers, tournament organizers, sponsors, and users are independent from Dinka unless a separate written agreement says otherwise.

21.6 Notices

Dinka may provide notices through the app, email, push notification, website posting, App Store update notes, or other reasonable methods. You are responsible for keeping your Account contact information current and for checking notices related to your Account.

21.7 Headings

Headings are for convenience only and do not limit or affect the meaning of these Terms.

22. Contact Dinka

Questions, support requests, legal notices, safety reports, copyright concerns, account deletion questions, subscription support requests, or concerns about these Terms may be sent to Dinka using the contact information below. Emergency or immediate safety issues should be directed to local emergency services or appropriate authorities first.

Contact Item	Information
Legal / Support Contact	support@dinkapickleball.com
Privacy Contact	support@dinkapickleball.com
Business Location	Dinka, Albuquerque, New Mexico, United States
Policy Name	Dinka Terms of Service
Effective Date	September 20, 2026