

# MyNetball User Agreement



**Date:** (insert date)

**Agreement between the following parties:**

- (a) Association Name ("Association") **OR**  
(a) Club Name ("Club") and  
(b) The NSW Netball Association Limited ("Netball NSW") PO Box 396, Lidcombe NSW 1825 and  
(c) The "Security User" to areas and membership and competition database ("MyNetball"):

User Details <i>(these details may appear on the Association/Club website)</i>	
Full Name	
Netball Position / Role	
Home Address	
Email	
Mobile Phone / Home Phone	

The Security User named above will assume the following MyNetball roles (please tick all relevant):

**Clubs**

- Create user roles **PM**
- Register players **PM**
- Create teams **PM/RM**
- Create websites **CM**
- Run registration & team reports **RM**

**Associations**

- Create user roles **PM**
- Register players **PM**
- Create teams **PM / SM**
- Create a draw **RM / SM / ES / SMS**
- Allocate umpires **UM**
- Print score sheets **RM**
- Enter match results / update ladders **RM**
- Create websites **CM**
- Print financial reports **FM**

*OFFICE USE ONLY*

- User Manager

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**TERMS**

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

1. The Security User has been properly appointed and registered as a member of the Association or Club which is affiliated with Netball NSW
2. The agreement will commence on the day this agreement is acknowledged and signed
3. In consideration of the Security User complying with the terms and conditions of this agreement, Netball NSW will provide the Security User and the Association/Club with access to MyNetball as indicated by the above selection unless otherwise changed or revoked by Netball NSW

**Netball NSW**

Netball Central  
2 Olympic Boulevard, Sydney Olympic Park, NSW, 2127

www.netballnsw.com  
Phone (02) 9951 5000  
Fax (02) 9951 5099  
netball@netballnsw.com

4. Notwithstanding the date this agreement is signed, this agreement shall commence on 1<sup>st</sup> January 2013 and, subject to clause 5 of this agreement, will expire once the Security User is no longer in a Club or Association administrative position.
5. Netball NSW reserves the right to terminate the agreement if the Association/Club or Service User does not abide by all terms and conditions set out in this agreement

#### **YOUR OBLIGATIONS**

6. The Security User warrants that they are at least 18 years of age and possess computer literacy and problem solving skills
7. As a Security User appointed by the Association/Club, the Security User must:
  - (a) comply with all directions provided by the Association Membership Manager or any other nominee of Netball NSW
  - (b) comply and abide by all of Netball NSW's policies and procedures in relation to the relevant MyNetball modules as amended from time to time
  - (c) at all times keep confidential their security password, which provides access to the relevant MyNetball modules and not disclose the security password to any other party, including the other security 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 Netball NSW
  - (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 Association's or Club's website either now or in the future will not be defamatory, libelous, slanderous, obscene, violent, indecent, abusive, threatening, harassing or otherwise capable of being deemed inappropriate. Netball NSW reserves the right to remove images or messages containing information which may be classed as any of the above
  - (g) be aware that Netball NSW will not be responsible for any content posted by any Security User and that the content of all messages, whether expressed as opinions, statements or recommendations are your own and not those of Netball NSW

#### **PROCEDURES MANUAL AND TRAINING**

8. Netball NSW will endeavor to provide the Security User with training and helpdesk support as far as practicable to the Security User on the relevant MyNetball modules. The medium, timing and format of the training will be determined by Netball NSW.

#### **CONFIDENTIAL/PERSONAL INFORMATION**

9. 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 Security User acknowledges that breach of this clause may result in immediate termination of this agreement by Netball NSW pursuant to clause 13.
10. The Security User must:
  - (a) not, either during the term of this agreement or after its termination, disclose to any person any Confidential Data which is obtained during or incidental to the performance of this agreement other than to administer and run netball competitions, events and programmes.
  - (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 programmes.

- (d) ensure that Confidential Data is not used, disseminated or copied, unless prior written approval has been provided by Netball NSW.
- (e) ensure that they are familiar with the Privacy Policy of Netball Australia

#### LIABILITY AND INDEMNITY

- 11. The Security User agrees that:
  - (a) Netball NSW 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 this agreement by the Security User
  - (b) My organisation will indemnify, and keep indemnified, Netball NSW in respect of all claims, demands, proceedings, judgments, damages, fines, penalties, costs, expenses or losses, which Netball NSW may suffer or incur, as a result of any breach of this agreement by the Security User.
- 12. Netball NSW makes no warranties whatsoever in relation to the continuation of the MyNetball, the ability to access the MyNetball modules or the continuing availability of the MyNetball modules.

#### TERMINATION

- 13. This agreement may be terminated prior to its expiry date by either party by giving the other party not less than thirty (30) days' notice in writing. In addition, Netball NSW may terminate this agreement without notice if:
  - (a) the Security User 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 Netball NSW to do so
  - (b) the Security User is no longer a member of the Netball Association or Club or has otherwise had his or her rights restricted
  - (c) the Association's/Club's agreement with Netball NSW to access and use MyNetball is terminated or suspended.

Upon termination, the Security User shall return to the Association all property belonging to Netball NSW 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 the 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 NSW and the parties submit to the jurisdiction of the courts in that State.

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In witness thereof each party to the agreement has caused it to be executed at  
(insert location) on (insert date).

Please sign below:

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**Name - Security User (Print)**

**Signature**

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**Name – Association President (Print)**

**Signature**

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**Name – Netball NSW (Print)**

**Signature**