

APP TERMS

- 1.1 **WE, FOOTBALLNET GLOBAL LIMITED (“FNG”), OPERATE THE MOBILE APPLICATION (THE “APP”). WE ARE A COMPANY REGISTERED IN ENGLAND AND WALES UNDER COMPANY NUMBER 11949373. OUR REGISTERED OFFICES ARE AT YORK HOUSE, 1 SEAGRAVE ROAD, LONDON, SW6 1RP (“FNG”). ANY REFERENCES TO “WE”, “US” OR “OUR” SHALL BE TAKEN AS REFERENCES TO FNG.**
- 1.2 The App is provided in connection with a Club. The “Club” is the company whose name and logo, events and content are featured in the App. The Club allows you to use the content it supplies through the App subject to these terms. The Club will be entitled to enforce these terms directly against you (and you are deemed to have accepted this right).
2. **YOUR ACCEPTANCE OF THESE TERMS**
- 2.1 Please read these terms of use carefully to ensure that you understand and agree to them.
- 2.2 By registering for an account, downloading the App, or using any of the services, you confirm that you accept these App Terms and that you agree to comply with them.
3. **RELATED TERMS**
- 3.1 We license use of the App to you on the basis of these terms and subject to any rules or policies applied by Apple’s App Store or Google’s Play App Store. If there is any conflict between these App Terms and the terms of Apple or Google’s App Stores, then these App Terms will prevail.
- 3.2 We may from time to time vary these App Terms. Please check these App Terms regularly to ensure you are aware of any variations made by us. If you continue to use this App, you are deemed to have accepted any variations. If you do not agree to the variations, you should uninstall and discontinue using the App.
4. **USE OF THE APP**
- 4.1 Please take a few minutes to read the following important terms. Further terms and conditions are set out later in these App Terms which you should also read carefully.
- 4.2 If you are under the age of 16, you should review these App Terms with your parent or guardian to make sure that you and your parent or guardian understand them.
- 4.3 Access to the Service is dependent on you having an adequate wireless broadband internet connection (minimum 800Kbps recommended) and/or 3G/4G Mobile Network availability. Further information on these requirements is set out on the App Store website.
- 4.4 We will give you at least 31 days’ notice before we change the App or these App Terms to your material disadvantage (unless an immediate change is required for security reasons). Your first use of the App after you have been notified of the changes will constitute acceptance of such changes.
- 4.5 FNG grants you a non-exclusive, non-transferable, revocable license to use the App for your personal, non-commercial use and only on an Apple or Android device as permitted by the applicable terms and in accordance with these App Terms. All other rights in the App are reserved by FNG.
- 4.6 If you breach any of these App Terms, we can terminate your use of the App immediately.
- 4.7 From time to time updates to the App may be issued through the App store or via free supplementary software as we may provide to you. Depending on the update, you may not be able to use the App until you have downloaded the latest version and accepted any new terms (if relevant).
- 4.8 We may also automatically update the App or ask you to update the App. You acknowledge that if you choose not to install the latest update or if you opt out of automatic updates you may not be able to continue using the App.
- 4.9 You will be assumed to have obtained permission from the owners of the mobile device that are controlled, but not owned, by you to download the App onto the device. You and they may be charged by your and their mobile service providers for internet access on the device. You accept responsibility in accordance with these terms for the use of the App on or in relation to any device, whether or not it is owned by you.

5. **IMPORTANT TERMS SPECIFIED BY iTUNES**

- 5.1 "iTunes" means iTunes S.a.r.l (registered number: RCS Luxembourg B 101 120), whose registered office is at 8 rue Heinrich Heine, L-1720 Luxembourg.
- 5.2 These terms and conditions are between you and FNG and not between you and iTunes, though separate terms may apply between you and iTunes.
- 5.3 FNG and its licensors are solely responsible for the App/Service and its content. iTunes has no obligation to provide any maintenance and support services with respect to the App/Service. To the maximum extent permitted by law, iTunes will have no other warranty obligation whatsoever with respect to the App/Service, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App/Service to conform to any warranty are FNG's responsibility.
- 5.4 iTunes is not responsible for investigating, defending, settling or otherwise discharging any claims by you or any third party relating to the App/Service (including any claims alleging that the App/Service infringes that third party's intellectual property rights or fails to conform to any applicable legal or regulatory requirement).
- 5.5 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 5.6 iTunes and Apple Inc., are each third party beneficiaries under these terms and conditions and shall have the right to enforce these terms and conditions against you as a third party beneficiary.
- 5.7 To the extent that the provisions of this section conflict with the remaining provisions of these terms and conditions the provisions of this section shall prevail.

6. **RESTRICTIONS OF USE**

- 6.1 You must not:
- 6.1.1 Copy, reproduce, publish, distribute, redistribute, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the App;
 - 6.1.2 Transfer or use the App to provide services to any third party or rent, lease, loan or otherwise make the App available to any third party or permit a third party to do so;
 - 6.1.3 Reverse engineer, decompile, or disassemble the App or any underlying software (or any part of it), or attempt to do any of those things;
 - 6.1.4 Take or attempt any action that may interfere with, or disrupt, the functioning of the App;
 - 6.1.5 Conduct any probing, vulnerability scanning, or penetration testing of the App, or breach any security or authentication measures; or
 - 6.1.6 Attempt to gain unauthorised access to any system, network or account belonging to any other person.
- 6.2 You agree not to use the App in any way that:
- 6.2.1 Is unlawful, illegal or unauthorised, for example by hacking into, uploading or inserting malicious code, such as viruses, worms, Trojan Horse, time bombs, web bugs, spyware, malware, or any other harmful data into the App;
 - 6.2.2 Is defamatory of any other person;
 - 6.2.3 Is obscene or offensive, threatening, inflammatory, sexually explicit, or violent;
 - 6.2.4 Damages FNG's reputation and goodwill or which may bring FNG into disrepute or harm;
 - 6.2.5 Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- 6.2.6 Infringes any intellectual property rights, including but not limited to, copyright, database right, or trade mark of any other person;
 - 6.2.7 Is likely to harass, threaten, embarrass, deceive, or upset any other person;
 - 6.2.8 Advocates, promotes or assists any unlawful act such as, by way of example only, computer misuse.
- 6.3 You will not access or use any part of the Service other than for personal, non-commercial purposes in the UK (including Channel Islands and the Isle of Man) and/or ROI.
- 6.4 You agree to follow our reasonable instructions concerning your use of the App or Service.
- 6.5 You must not or authorise or assist any third party to:
- 6.5.1 copy (except as permitted by law), redistribute or relay the whole or any part of materials included within the App or Service; or
 - 6.5.2 sell or make any charge for watching or using any part of the App or Service; or
 - 6.5.3 show any part of the App or Service in public to an audience, even if no charge is made; or
 - 6.5.4 use the App or Service for any improper or unlawful purpose or
 - 6.5.5 access the Service or stream any content available via the Service from any device which is located outside of the UK (including Channel Islands and the Isle of Man) or ROI.
- 6.6 The content available on the Service has been made for use on portable devices and so it may differ from TV broadcasts.
- 6.7 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the App or Service by you or any one you have allowed to use the App or Service.
- 6.8 For security and rights reasons we may restrict playback of content on any other devices (for example a TV) connected to a supported device. In addition, certain features or functions of the Service (including the playback of content), may not be available on any device where limitations included within the device operating system have been removed or altered.
- 6.9 We provide the Service and App on an ongoing basis and we cannot foresee what may change in the future. We make no commitment to continue supporting the App or Service on an ongoing basis. Where we make any changes to the App we will use reasonable efforts to notify you in accordance with clause 9 of this License Agreement.
- 6.10 We reserve the right immediately to suspend, restrict or cancel your use of the App or Service if:
- 6.10.1 reasonably necessary for technical or operational reasons;
 - 6.10.2 your payment for an event, purchase or service has failed;
 - 6.10.3 we become aware that the App on your device is or has been used to connect to, control or manage the contents of a set top box or mirror content to the set top box without the permission of the set top box owner;
 - 6.10.4 you breach these App Terms, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days. For serious breaches we will normally exercise this right immediately;
 - 6.10.5 we reasonably consider that you have committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of the App or Service; or
 - 6.10.6 if you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending your use of the Service and/or App.

7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1 You acknowledge that any intellectual property rights (for example, copyright, database rights, know-how, patents (in each case whether registered or unregistered)) in the App and its content (including source code, text, photographs and graphical images) are owned by us (or our partners or licensors).
- 7.2 The content of the App must not be copied, reproduced, used or otherwise dealt with for any other reason other than use of the App in accordance with these terms. Trademarks, logos, and brand names shown on the App are owned by us or our licensors, and no rights are granted to use any of them without the express prior permission of us and/or our licensors (as applicable).
- 7.3 You acknowledge that the rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the technology used or supported by the App other than the right to use them in accordance with these terms.
- 7.4 You acknowledge that you have no right to have access to the App in source-code form.

8. **INFORMATION ABOUT YOU**

- 8.1 You must ensure all information you provide to us is complete and accurate.
- 8.2 We are a data controller in respect of the information submitted by you, and will hold and process your personal information in accordance with relevant data protection laws. By way of example, we will use this personal information:
- 8.2.1 To send you emails, in-App messaging, and/or push notifications to help you use the App;
 - 8.2.2 To alert you to changes to our App;
 - 8.2.3 For marketing purposes and to analyse the information provided and/or data about your use of the App to help improve the App and personalise content;
 - 8.2.4 In connection with your use of the App, to provide certain information to our third party partners to help facilitate you to receive information from such partners and to provide updates to you. Any use of your personal data by a third party partner will be subject to that third party's privacy notice and terms of use (which are not the responsibility of FNG).
- 8.3 The personal information provided to us shall be processed, stored and transferred in accordance with all applicable data protection laws, and the terms of our Privacy Notice www.footballnetglobal.com/privacy.
- 8.4 You must get permission from any other person whose information you intend to provide on the App before you provide it. In submitting any other person's details, you are confirming to us that you have their permission to do so and that they understand how their details will be used.
- 8.5 You acknowledge that your use of the App involves your information being transmitted over public telecommunications networks, and that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others.
- 8.6 You acknowledge that by using the App, you agree to us collecting and using the following information (further information can be found in our Privacy Notice):
- 8.6.1 Technical information about the devices you use to access the App, and any related software, hardware and peripherals you use to improve our service to you; and
 - 8.6.2 Location information sent from your device which may be shared with our affiliates' and licensees' to provide and improve location-based and road traffic-based products and services.
- 8.7 We may report any breach of these terms by you which may constitute a criminal offence to the relevant law enforcement authorities. We will co-operate with those authorities and/or any person alleging in good faith that your breach has infringed their rights, by disclosing your identity to such authorities and/or persons.

9. YOUR RESPONSIBILITIES

- 9.1 In instances where we have given you (or where you have chosen) a password that enables you to access the App, you are responsible for keeping this password confidential. You must not share your password with anyone else.
- 9.2 You acknowledge that the App has not been developed to meet your individual requirements. You are responsible for checking that the functions and facilities of the App meet your requirements.
- 9.3 You agree that you will be liable to us for any damages, loss, claim, demand, liability or expense (including reasonable legal fees) that we may suffer or incur arising out of or in connection with your conduct on the App and/or your breach of these terms.

10. NO PROMISES

- 10.1 The App is provided to you in good faith and you accept that the functionality provided and information shown is provided “as is” without guarantees, conditions or warranties as to its operation or accuracy. We have taken all reasonable steps to ensure that the App functions as intended and the information displayed is correct at the time of inclusion, but there may be inadvertent or occasional errors. Where errors come to our attention, we’ll try to correct them as soon as reasonably possible however we accept no liability for any errors, omissions, or inaccuracies contained in the App or its content.
- 10.2 Use of the App is at your own risk and you’re wholly responsible for downloading and installing it and for decisions that you make as a result of information you read. We do not make any representation or warranty that the information and/or material contained on or accessible via the App is accurate, complete, or current or that the use of the App is free of risk, viruses, or other damage.
- 10.3 You acknowledge that the App is provided for general information purposes only. The App does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App.
- 10.4 Where the App access content via the internet, we aim to ensure that this is available at all times however we will not be liable if it is unavailable at any time for any reason. Access to online content may be suspended temporarily or removed entirely without notice (for example if there is a system failure or for maintenance).

11. EXCLUSION OF FNG’S LIABILITY

- 11.1 To the extent permitted by law, we expressly exclude any liability:
 - 11.1.1 For direct, indirect and consequential loss or damage (including, loss of income, use, revenue, business, profits, contracts, anticipated savings, goodwill, wasted management or office time, data or corruption of data) however such loss or damage arises and whether incurred by you in connection with the App; the use, inability to use, failure to access, or results of the use of the App; your use of any sites linked to the App; and/or any materials or content contained in the App or a third-party website;
 - 11.1.2 For any loss or damage which was not reasonably foreseeable;
 - 11.1.3 For the accuracy, suitability, quality or completeness of any information and the value and integrity of services offered through the App;
 - 11.1.4 For any loss or damage caused by viruses, malicious or other technologically harmful material that may infect your device, equipment, programs, data or other proprietary material as a result of your use of the App or any site linked to or from it;
 - 11.1.5 Arising from any reliance placed on content accessible on or via the App; and
 - 11.1.6 Arising from delay of the provision of the App where such delay is caused by events outside of our control.
- 11.2 Nothing in these terms removes or limits our liability for fraud, death or personal injury caused by our negligence or for any liability which cannot be limited or excluded by English law.

- 11.3 Our liability for any loss or damage suffered by you will be limited to £50.
- 11.4 We are not liable to you for any financial loss, loss of information, damage to (or corruption of) data or any indirect loss or damage of any kind, whether caused by tort (including negligence), breach of License Agreement or otherwise for:
- 11.4.1 any use of the App or Service that we do not authorise;
 - 11.4.2 suspension, restriction or termination to your use of the App or Service in accordance with clause 5 or any failure, interruption or delays to your use of the App or Service caused by events outside our reasonable control;
 - 11.4.3 any errors, viruses or bugs present in or arising from your use of the App or Service that are not directly caused by or attributable to the App or Service;
 - 11.4.4 any damage to separate devices or digital content that belong to you where such damage would not have been caused if you had followed our reasonable instructions;
 - 11.4.5 any loss or damage caused by us or any of our respective employees or agents to the extent that such loss or damage results from your negligence or other breach by you of this License Agreement, unless we or our respective employees or agents were in breach of a legal obligation or duty of care owed by us and that breach is the most significant cause of the loss of damage;
 - 11.4.6 any incompatibility of the App or Service with any hardware and/or software on your device;
 - 11.4.7 any delay or failure by use to provide the App or Service (or any part of it) caused by a change made by a third party device manufacturer, provider of a third party device operating system or billing platform that is outside our reasonable; or
 - 11.4.8 any content provided by or originating from third parties as part of the App or Service or for any product or service advertised, promoted, offered or sold by third party service providers via the App or Service. While we will make reasonable efforts to ensure that the information contained in or on the App or Service provided by us is accurate, we do not accept any liability and make no representations or warranties in relation to the accuracy or completeness of such information.
- 11.5 These limitations do not affect your legal rights. If you have experienced a problem with the App/Service caused by our failure to exercise reasonable care and skill in providing the App/Service, then you may be entitled to a legal remedy. For more information about your legal rights and remedies refer to <http://www.adviceguide.org.uk> or www.consumerconnect.ie.

12. **TERMINATION**

- 12.1 We may terminate this agreement with you at any time without notice. We may also terminate support for any make or model device at our sole discretion.
- 12.2 On termination for any reason:
- 12.2.1 All rights granted to you under these terms shall cease;
 - 12.2.2 You must immediately stop all activities authorised by these terms, including your use of the App;
 - 12.2.3 You must immediately delete or remove the App from all devices, and you agree that we may remotely access the device and remove the App from all devices and cease providing you with access to the App.

13. **HOW TO CONTACT US**

- 13.1 If you have any questions about these terms, want to learn more about the App, would like to contact us for any other reason or you would like to make a complaint, you can contact us at complaints@footballnetglobal.com.

13.2 We will endeavour to respond to any communication by email within 5 business days of receipt of such communication. However, if this cannot be done we will keep you updated on the progress of the complaint.

14. **GENERAL**

14.1 We can transfer our rights and obligations under these App Terms to any company, firm or person. We can only do this if it does not affect your rights under these terms and conditions in a negative way.

14.2 If any court or regulator decides that any provision of these terms and conditions is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.

14.3 These terms and conditions are personal to you. You may not transfer your rights or obligations under these terms and conditions to anyone else and no third party is entitled to benefit under these terms and conditions.

14.4 We may change or add to the terms of this License Agreement for any of the following reasons:

14.4.1 We change, alter, improve or add to our App or Service;

14.4.2 We intend to change the way we structure our Service;

14.4.3 We are introducing new products, services or features;

14.4.4 The cost to FNG of providing the Service increases (for example, we have to pay third parties more for use of their infrastructure, or launching other new and improved customer products and services);

14.4.5 Other costs associated with running FNG's business increase (for example, we invest in improving customer support);

14.4.6 We change the way we provide products and services to you (for example, we develop new infrastructure or technology to provide you with a better broadband experience);

14.4.7 To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of the App or Service);

14.4.8 We reorganise the way we structure or run our business;

14.4.9 Valid legal or regulatory reasons; or

14.4.10 We change the terms of these App Terms to make them clearer or easier to understand, to reflect changes in law or to update these App Terms from time to time so all our customers are on the same terms.

14.5 We provide the Service on an ongoing basis and we cannot foresee what may change in the future. This means that we may need to make changes in accordance with the other terms of these App Terms for reasons other than those set out above.

15. **OTHER IMPORTANT THINGS TO NOTE**

15.1 These terms shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them arising under or in connection with these terms.

15.2 We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations under these terms. You may only transfer your rights or obligations under these terms to another person if we agree in writing.

15.3 If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

15.4 Each of the conditions of these terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.