



thesportsoffice



# TERMS OF USE

## TERMS OF USE

[www.thefootballsquad.com](http://www.thefootballsquad.com) ("our site") is a website operated by The Sports Office UK Limited ("we", "us" or "our", as applicable) of 12 Lord Street, Wigan, Lancashire, WN1 2BN. We are registered in England and Wales under company number 4182379.

Please read these Terms of Use carefully to understand the terms on which you may make use of our site. By using our site, you indicate that you accept these Terms of Use and that you agree to be bound by them.

### 1 INTELLECTUAL PROPERTY RIGHTS

- 1.1 We are the owner or licensee of all intellectual property rights in our site and in the material published on it, which are protected by copyright laws and treaties around the world. All such rights are reserved.
- 1.2 You have the right to print off one copy, and/or download extracts, of any page(s) from our site for your personal reference. However, you must not modify such copies of any material (paper or digital) in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text,
- 1.3 You must always acknowledge us (and any identified contributors) as the authors of material on our site.
- 1.4 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

### 2 ACCESS TO AND USE OF OUR SITE

- 2.1 We reserve the right to withdraw or amend the service we provide on our site or restrict access to all or part of our site at any time without notice (see paragraph 6 below). We may need to do this, for example, to update our site or change the content or for another reason. We will not be liable if, for any reason, the site is unavailable at any time or for any period.
- 2.2 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use and that they comply with them.
- 2.3 You are responsible for keeping confidential any user identification code or password that you are provided with (or choose) as part of our security procedures. You must not disclose your password to any third party.
- 2.4 In accessing any part of our site, you agree:

2.4.1 to only use our site for lawful purposes;

2.4.2 not to use our site:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below;
- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (f) to knowingly transmit any data, send or upload any material that contains harmful programs including viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other similar computer code designed to adversely affect the operation of any computer software or hardware; or
- (g) to attempt to gain unauthorised access or access without authority, interfere with, disrupt or damage any part of our site, the equipment or network on which our site is stored, any software used in the provision of our site or any third party software, equipment or network. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

2.5 If you breach paragraphs 2.4.2(f) and/or 2.4.2(g), you may commit a criminal offence under the Computer Misuse Act 1990. In the event of such a breach, your right to use our site will cease immediately and we will report you to the relevant law enforcement authorities.

### **3 EXCLUSIONS AND LIMITATION OF LIABILITY**

3.1 Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to our site or by anyone who may be informed of any of its contents.

- 3.2 Although we endeavour to keep material on our site up-to-date, any of the material on our site may be out of date at any given time and we are under no obligation to update such material.
- 3.3 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:
- 3.3.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or equity; and
  - 3.3.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the site or in connection with the use, ability to use or the results of the use of our site, any websites linked to it and any materials posted on it including, without limitation, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 3.4 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any site linked to it.
- 3.5 Nothing in these Terms of Use shall limit or exclude our liability for:
- 3.5.1 death or personal injury caused by our negligence;
  - 3.5.2 fraud or fraudulent misrepresentation; or
  - 3.5.3 any other liability which cannot be excluded or limited under applicable law.

#### **4 INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

Please read our Privacy Policy to understand how we may collect and process information about you and your visits to our site. By using our site, you consent to such processing and you warrant that all information provided by you is accurate.

## **5 LINKS**

### **5.1 To our site**

5.1.1 You are permitted to link to our home page provided you do so in a way that is legal and does not damage our reputation or take advantage of it.

5.1.2 You must not:

- (a) establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- (b) establish a link from any site that is not owned by you; or
- (c) create a link to any part of our site other than the home page or frame our site or use material on our site in any other way without our prior written consent.

5.1.3 We reserve the right to withdraw linking permission at any time without notice.

### **5.2 From our site**

Where our site contains links to other third party sites and resources these links are provided for information and convenience only. We have no control over the contents of those sites and do not endorse them. We accept no responsibility for any linked site or for any loss or damage that may arise from your use of them.

## **6 SUSPENSION AND TERMINATION**

6.1 If, in our opinion, you commit a material breach of these Terms of Use it may result in our taking all or any of the following actions:

- 6.1.1 immediate, temporary or permanent withdrawal of your right to use our site (including the disabling of any user identification code or password);
- 6.1.2 immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- 6.1.3 issue of a warning to you;
- 6.1.4 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 6.1.5 further legal action against you; and

6.1.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

6.2 If you print off, copy or download any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **7 JURISDICTION AND APPLICABLE LAW**

These Terms of Use are governed by the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or claim arising out of or in connection with these Terms of Use, although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or other relevant country.

## **8 CHANGES TO THESE TERMS OF USE**

We may revise these Terms of Use at any time by amending this page or they may be superseded by provisions or notices published elsewhere on our site. You are advised to check our site on a periodic basis to take notice of any changes we make as they are binding on you.

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