

Introduction

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern soccercore's relationship with you in relation to this website.

If you do not agree to the terms and conditions do not access the website.

Soccercore provide a variety of resources via the soccercore.com website over the world wide web for Individuals, Businesses or Organisations involved or interested in participating or supporting soccer.

The term 'soccercore' or 'us' or 'we' refers to the owners of the website whose company registration number is SC361937 located in Scotland. The term 'you' or 'your' refers to the user of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics and all trade marks, copy right and other intellectual property rights. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- You may create a link to this website from another website or document only if permitted by soccercore in writing.

Soccercore reserve the right to revise these terms and conditions without prior notice. Individuals and organisations are advised to check the terms and conditions regularly for any revisions.

Individuals and organisations are deemed to accept and agree to changes of terms and conditions by continuing to use the website.

1.0 Definitions

" Intellectual Property Rights" shall mean all rights enforceable, in inventions, know how, patents, registered designs, design rights, trade marks, service marks, copyright, semi-conductor and topography rights whether or not registered and including any application right to register the same.

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For the purpose of these terms and conditions we refer to the website, the online soccer directory, the personal e-filofax directory, search engine and session planner and content as "The Website".

2.0 Acceptable Use

Using the soccercore Website

Individuals are permitted to :

- a) Search for businesses, organisations, clubs, schools, referees and coaches via the online soccer directory function.
- b) Use the secure personal e-filofax contacts directory.
- c) Subscribe to any of the content based products available via this website.

Individuals are not permitted to:

- a) Use the website for any unlawful purpose.
- b) Use the website to harm, threaten, abuse or harass individuals or organisations or act in a way that invades the privacy of others.
- c) Cause damage to soccercore or any company who advertise on the website or companies listed in the directory.
- d) Copy the soccercore database or create your own database, directory, customer list or mailing list using details from the website or directory.
- e) Access or amend another individuals personal secure e-filofax records or database.
- f) Alter or change any part of the website.
- g) Tamper with the website in any way that affects the operation of the website.
- h) Impose any unmanageable burden on the website and its technical systems.
- i) Use any electrical, mechanical or manual process to copy the website or its contents or to obstruct how the site operates.
- j) Artificially increase the number of click counts or click throughs by automated or manual methods or by way of using a third party.
- k) Obstruct any investigation into click fraud. Individuals are deemed to agree to provide reasonable assistance with any investigation.
- l) Act in any manner detrimental to the interests of soccercore and its users.
- m) Disclose, release or otherwise pass on any password, login details which would enable a third party to access the website and soccercore information.

Any user acting other in accordance with soccercore's acceptable use policy shall have their access terminated and no refund of any subscription shall be due. Soccercore may terminate any users access or subscription at any time in their sole discretion.

3.0 Trademark, Copyright & Intellectual Property

This website and its content is copyright of soccercore - © soccercore 2010. All rights reserved.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

you may print information from the website.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Soccercore legally own the following intellectual property rights in relation to the company, the website, the products and content presented on the site.

- A. The name soccercore.
- B. The soccercore logo.
- C. Soccercore, soccercore.com, soccercore.co.uk and associated logos.
- D. The business and club directory design.
- E. The business, organisation, club, referee and coach contact directory database.
- F. The personal directory design.
- G. The personal directory database.
- H. The search engine and session planner design.
- I. The design, images, graphics, text, logos and content presented on the website.
- J. The web addresses associated with the website and all individual web pages.

The intellectual property rights for the software used on the website belongs to MTC Media.

For the purpose of these terms and conditions we refer to the website, the online soccer directory, the personal e-filofax directory, search engine and session planner and content as "The Website".

4.0 Accessibility

Providing Information to soccercore:-

By uploading information to the website you are deemed to have granted soccercore permission to use data free of charge in any way the company see fit.

You warrant that you have all necessary permissions to upload such data and to allow soccercore's use thereof.

Individuals who upload the information to the site own the data and retain the right to use the information in any way.

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Individuals uploading information to the soccer directory must be authorised to provide the information.

Users of the website who subscribe and use the free personal directory as a master or sub account holder, will be provided with a password secure e-filofax web space that can be accessed anywhere via the website on the internet. Soccercore may use contacts provided in the e-filofax directory to inform of relevant information, future products or services provided by soccercore.

If you do not wish to award soccercore the authorisation to use the information in accordance with these terms and conditions and our privacy policy please do not upload any data onto the website.

Processing Data:-

Soccercore process personal data in strict accordance with our privacy policy. By using this website individuals are deemed to accept the method in which we process and manage your personal information.

5.0 Privacy & Data

Data and contact details provided may be used by soccercore to inform individuals of future products or services offered by soccercore or our strategic partners. Data provided will be retained by soccercore and will not be issued to any third party.

6.0 Third Party Websites

Through this website you are able to link to other websites which are not under the control of soccercore. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

These links are provided for your convenience to provide further information. We have no responsibility for the content of the linked website(s).

7.0 Liability of Information

Soccercore its directors, employees and agents have no liability for any injury or death as a result of actions that have or have not been taken as a result of information provided by soccercore or this website or through any fraudulent activity.

Soccercore its directors, employees and agents are not liable under any circumstances for any loss of profits; loss of business opportunities; loss of savings; loss of goodwill; loss of information or the corruption of information.

There is no soccercore or soccercore personnel liability if someone is injured or dies as a result of actions that have or have not been taken in company activities or through any fraudulent activity.

Soccercore or soccercore personnel are not liable under any circumstances for any loss of profits; loss of business; loss of business opportunities; loss of earnings; loss of savings; loss of goodwill; loss of information or the corruption of information.

Soccercore will only be liable for losses incurred as a direct result if the company do not adhere to these conditions.

The company are not liable for any other loss for the reason that.

- We have not met our obligations

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- Due to something that we have not achieved
- Due to derogatory statements

Soccercore its directors, employees and agents are not liable for any loss as a result of accessing or relying on the website; not being able to access or use the website; by any error, fault, miss information, omitted information on the website; any operational problems out with the company's control; any interruption to communications and networks; viruses on the website.

The company do not accept liability for the following instances:

- Theft.
- Destruction of information.
- Unlawful access to soccercore information.
- Unauthorised use of products, programs or services without permission.
- Purchase of inaccurate or substandard products, services or information obtained through adverts or links provided by the website.
- Receipt of miss information, incorrect data via the website.

8.0 Product Specific Terms & Conditions

Online Soccer Directory

The online soccer directory is free to access to anyone visiting the website.

Businesses and service providers who support soccer activities are invited to subscribe and advertise their products in the online soccer directory. There are three subscription levels; standard, advanced and premium. Subscriptions offered last for a period of 12 months from the date of initial subscription.

Standard Subscription

The standard subscription costs £20 per year. Standard listing results are randomised within the standard listing list of companies in the respective categories identified by the subscriber.

Advanced Subscription

The advanced subscription costs £40 per year. Advanced listing results are randomised within the advanced & premium listing list of companies in the respective categories identified by the subscriber.

Premium Subscription

The premium subscription costs £60 per year. Premium listing results are randomised within the advanced & premium listing list of companies in the respective categories identified by the subscriber. The premium listing includes a page ad pop up that can be populated and updated as often as the subscriber wishes.

Companies can be assigned to up to three categories that are relevant to their core business. The listing will be removed from the particular category if companies promote their business in

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categories that are not relevant to their business.

Companies will be e-mailed a reminder five weeks and one week prior to the renewal date. If the company fails to renew their subscription after the first two reminders they will be issued with a third reminder one week after subscription has lapsed. Failure to renew the subscription at this stage will result in the listing being removed from the directory within one week.

Subscription levels can be upgraded at any time throughout the period. Payment to upgrade subscriptions will be treated as a new full year subscription to run from the date of upgrade. This may mean duplication of exposure in the directory for any overlap period of the various subscriptions.

Banner Ad

Monthly subscriptions for banner adverts are available for each category of the online soccer directory at a cost of £60. This cost is in addition to the yearly subscription costs.

Clubs, associations, schools and referees are invited to promote their organisation or advertise their services in the Online Soccer Directory free of charge. Users will be e-mailed to update their details or refresh their account once a year. If a registration is not updated or refreshed after the e-mail prompt, their listing may be removed from the directory. This will ensure that the online soccer directory remains current and relevant.

In the event of payment for any subscriptions being refused or back charged this will result in the requested products or services being withdrawn from the subscribers access.

Free Fundraising Initiative

The free fundraising initiative is available to anyone wishing to raise funds or earn commission acting as an agent for Soccercore.

Commission is paid on sales secured on business subscription to the online soccer directory using a voucher code.

Clubs, Schools, Associations and individuals are invited to register for the initiative for free. Individuals are issued with an e-flyer (with unique voucher code) via e-mail following registration. The e-flyer can be forwarded on or printed out and issued to potential subscribers to the online soccer directory.

Commission is paid on sales secured (up to and including the 20th of each month) by the end of the month. Commission on sales secured between the 21st of the month and the month end will be paid between 21st and the end of the following month.

Commission paid on sales secured are as follows:-

£8 for standard subscription listing (price: £20/subscription);

£16 for advanced subscription listing (Price: £40/subscription);

£25 for premium subscription listing (Price: £60/subscription);

£25 / month for Banner Add subscription listing (Price: £60/month).

Soccercore reserve the right to offer increased levels of commission during marketing campaigns

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and promotions.

Clubs, schools, associations and individuals are required to provide bank account details to allow commission to be paid. Payment of commission is paid directly into the bank account provided via bank payment or direct into your registered PayPal account.

The level of commission paid is directly linked to sales secured and is unlimited.

Under or overpayment of commission may be reconciled in the following months commission payments. Users of the Fundraising Initiative are expected to acknowledge any discrepancies and notify Soccercore using contact@soccercore.com. Soccercore reserve the right to reclaim any outstanding overpayment within 60 days from date of notification through the small claims court should it be necessary.

Failure to agree reconciliation will result in services on the website being withdrawn for the user.

Free fundraising initiative members will be sent a reminder flyer via e-mail five weeks prior the subscription renewal due date for companies who have subscribed using their voucher code. The flyer can be forwarded via e-mail or printed off and issued to companies to give them the opportunity to continue their support through the fundraising initiative.

Free fundraising initiative members have a period of four weeks to secure the subscription renewal to receive repeat commission. If companies do not renew their subscription within this four week window soccercore will approach the company direct to offer subscription to the online soccer directory. If the company decides to subscribe at this time and use the voucher code aligned to the free fundraising member then soccercore will pay commission due. If the company subscribe without using the voucher code then no commission will be paid.

E-filofax

Use of the secure e-filofax contact directory is free to anyone visiting the website. Users create a personal account which allows them to input, update and access information in their secure directory through their personal account page at any time.

Individuals who register for the e-filofax are given the capability to invite sub account users who can register and gain shared read only access. This allows other people who are invited with a password protected capability of accessing the e-filofax without amending any of the information within. This function is valuable if you want to share contacts in a controlled manner i.e. Club, school or association scenario where a lot of people use the same contacts.

The e-filofax is customised to include category / group pages – there are pre named groups EG:- “referees” or “suppliers” which carry listings of the particular category. The results will also be listed within the a-z section of the directory.

8.1 Refund Policy

All subscriptions are guaranteed to run for the full length of the period paid for, in support of this guarantee we do not provide for any refunds of subscriptions to Soccercore products or services

9.0 The Agreement

These terms and conditions formulate the whole agreement between soccercore and the user and how individuals use the website. To the extent that any provision of this Agreement is found by any Arbitrator, Arbitrator, Court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement and it shall not affect

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the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction

10.0 Governing Law

Scottish Law applies to your use of the website and the terms and conditions outlined in this policy.

Soccercore control the website from within the United Kingdom although access can be gained across the globe via the world wide web.

Different countries are governed by their own individual laws from Scottish Law. By using this website you agree that Scottish Law applies to everything in relation to your use of the soccercore website and you agree to abide by these laws.

Soccercore reserve the right to take any individual to court in the country that the individual resides if the terms and conditions are breached.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of Scotland.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

Neither party may assign, transfer, charge or subcontract its rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or a decision thereon unreasonably delayed.

11.0 Contact

For enquiries relating to any matter with the operation of the Website or products available within the site please first raise the enquiry via contact@soccercore.com.

Every endeavour will be made to reply to enquiries within 48 hours.

12.0 Disclaimer

The following key factors should be considered when using the website:

Use the website at your own risk.

Ensure that the type of products or services meet your needs.

Soccercore are not an agent for companies, organisations, clubs, schools, associations, referees, players and coaches listed in the soccer directory. Individuals are responsible for contacting or trading with contacts listed on the website. Soccercore do not give guarantee's on the ethics or performance of any companies, organisations, clubs, schools, associations, referees, players and coaches using the website.

Soccercore will not provide advice or pass comment on any companies, organisations, clubs, schools, associations, referees, players or coaches listed on the website.

Soccercore do not control and are not responsible for the content, terms and conditions of third party websites that are hyperlinked to the soccercore website.

Soccercore do not give any guarantee for any products or services provided by any other company.

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Individuals should satisfy themselves of the content, products or services offered by other third party companies. Individuals access and use these sites at their own risk and need to be sure that the terms and conditions of other websites are acceptable.

Soccercore cannot provide any assurance individuals will not experience any inconvenience or problems with how the website is used or how the site operates.

Soccercore are not responsible for the server used by individuals to access the website or for any viruses or damaging programmes.

13.0 **Continual Improvement**

Soccercore is committed to the continual improvement of all of their operations and welcome feedback and comment on how these terms and conditions may be improved.