

TERMS AND CONDITIONS FOR USE OF WWW.TACTX.CO.UK

This website, www.tactx.com and any associated sites (“the **Site**”) is provided to you by AVC Media Enterprises Limited, a company incorporated under the Companies Acts (Registered No. SC87363) and having its registered Office at Wellington Circle, Altens, Aberdeen, AB12 3JG (“**us**”, “**our**” or “**we**”), subject to these terms and conditions of use (“**Terms**”). Our e-mail address for any enquiry is info@tactx.co.uk and our telephone number is +44(0) 1224 247008.

Please read these Terms carefully before using this Site and payment of the Subscription Fee set out in Condition 2.

1. LICENCE FOR USE

1.1. We authorise you to use this Site in return for payment of a subscription fee set out in Condition 2 (“the **Subscription Fee**”). On payment of the Subscription Fee and by accessing the Site, you agree to be bound by these Terms which form the sole agreement between you as subscriber to the Site and us (“**Agreement**”).

1.2. The authority and licence for use of this Site starts on the day payment of the Subscription Fee is made and ends:-

1.2.1. after the notice period when you cancel your access to the Site as set out in Condition 2; or

1.2.2. if terminated pursuant to Condition 7 (Termination).

1.3. Your licence for use of this Site:-

1.3.1 is that of a licensee which is a non-exclusive, non-transferable revocable permission to use the Site subject to these Terms.

1.3.2 is strictly limited to you and may not be used by any other person. In the event any other person accesses this Site by logging in as you, we reserve the right to seek an additional Subscription Fee or terminate the Agreement pursuant to Condition 7 (Termination);

1.3.3 permits you to use the TactX programme and any other materials on the Site only online;

1.3.4 permits you to display results from use of the Site via projectors in presentations and print and save results from use of the Site where the Site allows you to. You may not make screen grabs or otherwise copy results from the Site in any other method.

1.4. You may not:-

1.4.1 use any results from the Site for the purpose of publication (other than noted at 1.3). For the avoidance of doubt, this includes, uploading results from use of the Site on any other website than this Site or in any other forms of publication such as books or manuals or any form of video production.

1.4.2 integrate results from the Site into other forms of presentation software (such as Microsoft PowerPoint).

1.4.3 make available to any other party any material on this Site, except as permitted under these Terms.

In the event you wish to use the Site for these purposes, you should contact us for a specific licence for use.

2. SUBSCRIPTION FEE

- 2.1 The Subscription Fee for your access and licence for use of the Site is a monthly recurring fee administered by RBS WorldPay. The payment details provided to RBS WorldPay will be used to automatically collect the Subscription Fee, commencing on the date that the first month Subscription Fee is paid during registration for use of the Site and recurring monthly thereafter.
- 2.2 Use of phrases such as “complete and final payment” and “payment in full” or any such similar phrase accompanying your payment shall not be deemed as a waiver of our rights whether under this Agreement or otherwise.
- 2.3 We may change payment terms, including the monthly subscription fee for any reason, at any time, by giving you thirty days notice.
- 2.4 You may cancel your Subscription Fee after a minimum subscription period of 6 months with 30 days notice. You shall not be entitled to any refund of Subscription Fees paid by you. Following the 30 days notice period, your access to the site will terminate as will licences provided hereunder.
- 2.5 You acknowledge and agree that you have no right of cancellation on the basis that performance of this Agreement commences before the end of the statutory 7 day cooling off period.

3. PROPRIETARY RIGHTS

- 3.1 You acknowledge and agree that we own all copyright and other rights in and to the content of the Site including, but not limited to the trade name “TactX”.
- 3.2 You agree that you will not remove, obscure or alter any proprietary rights notices (including copyright and trade mark notices) or trade names which may be affixed to or contained within the Site.

4. YOUR OBLIGATIONS

- 4.1 You will take reasonable steps to ensure that your account details, including, but not limited to, the username and password provided for access to the Site are kept secure and used by no one other than you.
- 4.2 By submitting your personal information to us you agree to our collection, use and disclosure of such information in accordance with our Privacy Policy set out in Condition 6 (Privacy Policy).

5. OUR OBLIGATIONS

- 5.1 We will take reasonable steps to ensure that the Site supplied is virus-free.
- 5.2 We will use our best endeavours to ensure that personal data provided by you in the course of use of the Site is maintained securely and is backed-up. In the event of any loss or damage to your personal data, your sole and exclusive remedy shall be that we use our best endeavours to restore the lost or damaged data. We shall not be responsible for any loss, destruction, alteration or disclosure of personal data caused by any third party, (except for those third parties sub-contracted by us to perform services related to Site data maintenance and back-up).
- 5.3 We shall use our best endeavours to ensure that access and use of the Site is not interrupted by any event within our control. We will notify you of any planned downtime.

6 PRIVACY POLICY

- 6.1 You acknowledge and agree that:

- 6.1.1 we collect information about you and your use of this Site, together with any details that you may need to provide for access to, or use of, the Site, including obtaining payment from you under Condition 2 (Subscription Fee);
 - 6.1.2 we monitor user traffic patterns and Site use. This may be done through the use of cookies;
 - 6.1.3 we use information provided by you for strategic development purposes and to improve your use of the Site.
 - 6.1.4 we may use your personal information to contact you with information and news about us or the Site.
- 6.2 We will never pass personal data to anyone else, except (i) to RBS WorldPay for the purpose of Condition 2 (ii) sporting bodies associated with the Site, including UEFA for the purposes of Condition 6 and (iii) to any successor in title to our business and suppliers that process data on our behalf in the United Kingdom and abroad.

7. USE OF INTERACTIVE AREAS

- 7.1 This Site may contain interactive areas, which may include discussion forums where you and third parties may post football tactics, drills or other content, messages, materials or other items of interest on the Site, ("**Interactive Areas**").
- 7.2 By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the site any of the following:
- 7.2.1 any message, data, information, text, music, sound, photo, graphics or other material ("**Content**") that is unlawful, libellous, defamatory, obscene, pornographic, indecent,

lewd, harassing, threatening, invasive of privacy or publicity rights, abusive or otherwise objectionable;

7.2.2 Content that may infringe any patent, trade mark, trade secret, copyright or other intellectual property right;

7.2.3 Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

7.2.4 unsolicited promotions, political campaigning, advertising or solicitations;

7.2.5 private information of any third party, including without limitation, addresses, phone numbers, e-mail address or credit card numbers;

7.2.6 viruses, corrupted data or other harmful, disruptive or destructive Content;

7.2.7 Content unrelated to the topic of the Interactive Areas; or

7.2.8 any other Content which in our sole judgement we believe is objectionable.

7.3 We take no responsibility and assume no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto.

7.4 We reserve the right to remove, screen or edit without notice any Content posted or stored on the Site at any time and for any reason.

8. DISCLAIMER

- 8.1 We give you no warranty or assurance, except as set out in Condition 5 (Our Obligations). We declare and you acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law.
- 8.2 Except as expressly provided to the contrary in writing by us, the content of the Site is provided on an “as is” basis without any warranties of any kind, express or implied. We do not warrant that the content of this Site is accurate, complete, reliable, current or error-free. We expressly disclaim any warranty or representation as to the accuracy of the content of the Site.
- 8.3 We are not responsible for any typographical errors or omissions to pricing, text or photography on this Site.
- 8.4 We give no warranty or assurance for the results you may achieve from use of the Site.

9. LIABILITY

- 9.1 This condition sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
- 9.1.1 any breach of these Terms;
- 9.1.2 any representation, statement, delictual act or omission (whether negligent or otherwise) arising under or in connection with these Terms.
- 9.2 Except as expressly and specifically provided in these Terms you assume sole responsibility for results obtained from use of the Site and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information provided to you in connection with the Site.

9.3 Nothing in these Terms excludes our liability:

9.3.1 for death or personal injury caused by our negligence; or

9.3.2 for fraud or fraudulent misrepresentation.

9.4 Subject to Clause 9.3 above:

9.4.1 we shall not be liable for any loss of profits, loss of business, depletion of goodwill and / or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and

9.4.2 our total aggregate liability in contract, delict, misrepresentation or otherwise arising in connection with the performance or contemplated performance of these Terms shall be limited to the Subscription Fee which has been paid by you in the last year.

9.5 We shall have no liability to you under these Terms, if we are prevented from, or delayed in, performing our obligations under these terms or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation, default of sub-contractors, strike, lock-outs or other industrial disputes, failure of utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

10. TERMINATION

10.1 This Agreement terminates if you or we are in material breach of any of its terms and if the breach is not remedied within a period of thirty days after written notice of it has been given to the party in breach. If we are in material breach, which is not cured following the written

notice, your sole remedy will be limited to the payment of the Subscription Fee paid by you in the last year.

10.2 On termination of this Agreement for any reason:

10.2.1 all licences granted hereunder shall immediately terminate; and

10.2.2 termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

11. MISCELLANEOUS

11.1 This Agreement is not intended to benefit anyone other than the parties to it.

11.2 We reserve the right to amend these Terms at any time, by giving you thirty days written notice (validly constituted by an e-mail to you via the e-mail address supplied by you on registration for use of the Site) intimating the amendments to the Terms to you. In the event you do not agree to the amendments to the Terms, you may choose to cancel your Subscription with fourteen days written notice to us (validly constituted by an e-mail to our contact e-mail address provided on the Site).

11.3 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

11.4 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy

available to it for breach of the Agreement shall be for breach of contract under the terms of this Agreement.

11.5 Scots law governs this Agreement and the parties submit to the exclusive jurisdiction of the Scottish courts.