



Website English

LFSCOUTING Licence Terms and Conditions – Online Purchase

1. Background

- 1.1 By completing the Online Cart (hereafter the “Online Cart”), You (hereafter “Customer”) accept these Terms and Conditions, which together with the Online Cart will govern the supply of the Licence (as defined below), from LFSCOUTING LIMITED, whose principal office is at 80 Fleet Street, London EC4Y1EL, registered in England and Wales with n° 09107093 (hereafter also “LFSCOUTING”) to the Customer indicated in the Online Cart (LFSCOUTING and Customer hereafter are also referred to jointly as the “Parties” and singly each one of them as the “Party”). The term “Agreement” used herein shall be understood to mean these Terms and Conditions, the Online Cart and the other annexes and schedules which may be attached to this Agreement, as well as any amendment or schedule which may be made and/or added to this Agreement in the future.
- 1.2 LFSCOUTING has developed a software named LFScouting (hereafter the “Software”) designed for football scouts, sport directors and agents and aimed at facilitating the scouting activity.
- 1.3 The Customer is interested in being granted the licence to use the Software as set out in the Online Cart and in these Terms and Conditions.

2. Interpretation

- 2.1 Unless the context otherwise requires, in this Agreement, a reference to:
- (i) a person includes a reference to a body corporate, association or partnership;
 - (iii) a schedule is a reference to a schedule of this Agreement;
 - (iv) a Clause is a reference to the clause in the body of these Terms and Conditions;
 - (v) any statute or statutory provision includes references to that statute or provision as from time to time amended, extended or re-enacted;
 - (vi) the singular includes the plural, and vice versa, every time the context so requires.
- 2.2 The headings in these Term and Conditions do not affect their interpretation.

3. Definitions

In addition to the terms and words defined elsewhere in this Agreement, in this Agreement the following terms and phrases shall have the following meanings:

Additional Material: shall mean any material or part of a material relative to the Software, whether hardcopy or electronic, provided by LFSCOUTING to Customer together with the Software;

Extraordinary Maintenance: shall mean the non-scheduled maintenance of the Software and/or of LFSCOUTING’s systems;

Force Majeure Events shall mean any cause beyond LFSCOUTING’s reasonable possibility of control, affecting the performance of its obligations



hereunder, including but not limited to fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials or services, industrial disputes, acts or omissions of other providers of telecommunications services, lock-outs, total or partial lack of transport, black-outs, interruptions, malfunctioning or overloading of telephone or data lines, delays or non-fulfilment by third party suppliers of LFSCOUTING;

Licence

shall mean either the Team Licence or the Scout Licence as specified in the Online Cart;

Online Cart

the online cart filled in by Customer to finalise the purchase of the Licence;

Routine Maintenance:

shall mean the scheduled maintenance of the Software and/or of LFSCOUTING's systems;

Scout Licence:

shall mean the personal, temporary, non-exclusive and non-transferable licence to use the Software residing on LFSCOUTING's servers granted by LFSCOUTING to a Customer who is an individual for a single user, as better set out in Clause 7 below;

Software:

shall mean each of the LFSCOUTING computer programmes listed in the Online Cart;

Team Licence:

shall mean the personal, temporary, non-exclusive and non-transferable licence to use the Software residing on LFSCOUTING's servers granted by LFSCOUTING to a Customer which is a company, partnership, association or another type of legal entity, allowing the use for one or more users as set out in the Online Cart;

Upgrade:

shall mean an update of the Software and/or the conversion and/or transfer of the Software to an operating system and/or platform of a higher and therefore more sophisticated level.

4. Scope of Licence

- 4.1 Under the terms and conditions specified herein and subject to payment of the relevant fees by Customer, LFSCOUTING hereby grants to Customer, which accepts, a Licence to use the Software indicated in the Online Cart for the term set out in Clause 14 below. The Licence indicates the Team Licence or the Scout Licence and is personal, temporary, non-exclusive and non-transferable.
- 4.2 Each Licence to use the Software is granted to Customer solely and exclusively for Customer's personal purposes. The Online Cart specifies the type of Licence purchased by Customer (Team Licence or Scout Licence). Customer shall therefore be entitled to use the Software solely for the purpose of processing its own data for a single users or, in the case of a Team Licence, for the number of users set out in the Online Cart. Without express written authorisation by LFSCOUTING, Customer shall not be entitled to use the Software to provide data management services to third parties or any other type of services or benefits to third parties. In the event that LFSCOUTING grants such written authorisation, Customer shall ensure that the relevant third party user commits in writing to comply with the limits, obligations and other terms and conditions of this Agreement relating to the use of the Software, and



the Customer shall remain fully liable to LFSCOUTING for any breach by the third party user of such limits, obligations and other terms and conditions.

- 4.3 The procedures and technical specifications for the use of the Software and Additional Material are those described in the Online Cart and in the website of LFSCOUTING, and Customer undertakes to strictly comply with such procedures and technical specifications in using the Software. The software and hardware requirements (hereafter the “Permitted Environment Requirements”) necessary to use the Software are listed in LFSCOUTING’s website (FAQ Section). Customer acknowledges that it will not be able to access the Software if its hardware and software do not meet the Permitted Environment Requirements.
- 4.4 Client undertakes to use the Software and Additional Material in compliance with all applicable laws and not for unlawful purposes.
- 4.5 LFSCOUTING shall have the right to suspend Customer’s access to the Software with immediate effect, if the Customer is in breach of the Agreement, or if LFSCOUTING reasonably believes that the Customer is in breach of the Agreement.
- 4.6 LFSCOUTING may for technical reasons and at any time modify the technical and operating characteristics of the Software and/or Additional Material, informing Customer thereof in writing via e-mail or through the general notices posted on LFSCOUTING’s website.
- 4.7 Customer expressly accepts and acknowledges that the granting of each Licence does not entail a transfer of title or ownership rights over the Software, which remains the exclusive ownership of LFSCOUTING. Therefore, entering into this Agreement shall not entail acquisition by Customer of any further and/or different rights over the Software or any other LFSCOUTING software other than the right to use the Software in accordance with the terms and conditions of this Agreement for the term.
- 4.8 Customer expressly declares and acknowledges that each Licence to use the Software granted to it by LFSCOUTING is of a personal and temporary nature and that such Licence is not exclusive or transferable, not even partially.
- 4.9 The Software shall be accessed by Customer via the client area on URL <http://www.lfscouting.co.uk>.

5 Conditions of the Licence

- 5.1 The provisions of this Clause 5 and the other provisions of this Agreement shall apply to the Licence. LFSCOUTING reserves the right to modify the Software access URL at its own exclusive discretion at any time, provided it gives 6 (six) days notice before making the modification by e-mailing Client or by posting the information about the change on the general notices posted on LFSCOUTING’s website.
- 5.2 The Software shall reside for the term of the Agreement on LFSCOUTING’s server and LFSCOUTING undertakes to make available to Customer storage capacity on the hard disk of one of its servers dedicated to recording and maintenance of tracking data.
- 5.3 Online access to the Software by Customer shall occur by means of a User ID and Password assigned to Customer. Such User ID and Password shall constitute the validation system for Customer’s accessing the Software and Customer expressly acknowledges and agrees that said system constitutes the only acceptable way of identifying itself upon accessing LFSCOUTING’s servers. Customer agrees that all



acts performed using its User IDs and Passwords shall be deemed as Customer's acts for all legal and contractual purposes and shall be binding upon it.

- 5.4 Customer acknowledges that it is the sole person which is liable for all acts performed by virtue of using its User IDs and Passwords, which it undertakes to keep secret and protect with due care and diligence as specified in Clause 8 below. Each authorised person having access to the User IDs and Passwords must be a person within the Customer's organisation and must have a personal access account. The Customer undertakes not to share access with any third party without the prior written authorisation of LFSCOUTING.
- 5.5 Customer agrees that the records kept by LFSCOUTING relating to Customer's accesses to the servers and operations carried out on the servers may be produced before any competent authority as evidence for the intents and purposes of this Agreement and LFSCOUTING may use them in court proceedings as a valid proof.
- 5.6 Customer acknowledges and agrees that LFSCOUTING may use aggregate data collected by its servers hosting the Software for the purpose of generating general anonymous statistics for its internal purposes or for third parties.
- 5.7 Customer can use the space rendered available by LFSCOUTING entering in the LFSCOUTING's server (hereinafter the "LFSCOUTING Server"), its data and information (hereinafter jointly the "Customer Information"). Customer shall ensure that the Customer Information is legitimately available to Customer, is not be contrary to mandatory rules and does not violate any copyright, privacy right, trademark right, intellectual and/or industrial right, patent or any other right of a third party. Customer retains ownership of the Customer Information, assuming full responsibility for the content, legality, nature, quality and accuracy of the Customer Information, with express exclusion of any kind of liability of LFSCOUTING in connection therewith, and/or any obligation of LFSCOUTING to verify and/or control in any way such information. Any liability of LFSCOUTING in the event unauthorized publication of information entered in the LFSCOUTING Server is therefore expressly excluded. Customer agrees to indemnify and hold harmless LFSCOUTING from all losses, damages, liabilities, costs, charges and expenses, including legal fees, that may be suffered or incurred by LFSCOUTING as a result of any breach by Customer of the obligations, warranties and conditions set out in this Clause and/or in any case connected with the information entered in the LFSCOUTING Server, even in cases of damages claimed by third parties for any reason whatsoever. Customer acknowledges and understands that the insertion of information in LFSCOUTING Server and subsequent access to the same are made solely at Customer's own risk, and LFSCOUTING does not guarantee in any way whatsoever that said server may be able to fulfill any specific function and/or outcome and/or purpose. LFSCOUTING reserves the right, in its sole discretion, to change the functionality of its servers, as well as to change their structure. Customer expressly acknowledges that the electronic registers of the Web Server (log), made and kept by LFSCOUTING constitute full and indisputable proof of the facts and of documents relating to the insertion of Customer Information.

6. Type of Licence (Team Licence and Scout Licence)

- 6.1 A Scout Licence must be registered in the name of a Customer who is an individual engaged in the activity of football scouting and entitles only one single user to access the Software, and to use the Software.
- 6.2 A Team License must be registered in the name of a company, association or other legal entity and gives the right of access only to the number of users specified in the Online Cart.

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www.lfscouting.co.uk

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Registered in England and Wales with number:



7. Fees and invoicing

- 7.1 The Online Cart indicates the fees payable by Customer for each Licence and/or service provided by LFSCOUTING under this Agreement. Such fees will be invoiced by LFSCOUTING in advance and shall be paid by Customer at the moment of activation of the Licence and/or in the event of contract renewal within 15 (fifteen) days after the date of the invoice. LFSCOUTING may at its own discretion modify the terms of payment fixed herein, giving Customer at least 30 (thirty) days written notice thereof. LFSCOUTING may suspend the activation of the licence until receipt of the Customer's payment. In the event of renewal after the expiry of the term, the licence/service fees applied to Customer will be the ones set out in LFSCOUTING's price list valid at the time of the renewal.
- 7.2 Without limiting any other right or remedy LFSCOUTING may have under this Agreement or at law, if the Customer fails to pay the full amount invoiced on the due date with a delay of more than 3 (three) days, LFSCOUTING shall be entitled to suspend Customer's access to the Software and/or the Additional Material, without liability to the Customer. It remains agreed that LFSCOUTING shall have the right to charge Customer interest on any such amount for late payment at an annual rate equal to six percent (6%), accruing on a daily basis.
- 7.3 All amounts payable by the Customer under this Agreement are exclusive of VAT (if any) and of any other kind of taxes, charges or levies. Where any taxable supply for VAT or other purposes is made under or in connection with this Agreement by LFSCOUTING to the Customer, the Customer shall, in addition to any payment made for that supply, pay LFSCOUTING such VAT or other taxes, charges or levies as chargeable in respect of the supply at the same time as payment is due.

8. Confidentiality

- 8.1 Customer undertakes to keep secret and confidential, and ensure that its employees, consultants and agents keep secret and confidential, the content, source code, object code and specifications of the Software and/or of the Additional Material and any other information of a commercial or technical nature received from LFSCOUTING in connection with this Agreement (hereafter jointly the "Confidential Information"), and to take all necessary steps to maintain such secrecy and confidentiality. Customer acknowledges that any non-authorized copying of the Software and/or disclosure of the Confidential Information shall cause LFSCOUTING substantial economic damage. Customer therefore undertakes henceforth to fully indemnify LFSCOUTING for any damage the latter may suffer as a result and/or as a consequence of any breach of Customer's obligations and undertakings under this Clause 8.
- 8.2 The Customer may disclose confidential information which would otherwise be subject to Clause 8.1 only if it can demonstrate that:
- (A) such disclosure is required by law or by order of a court of competent jurisdiction or pursuant to a binding order;
 - (B) the Confidential Information is lawfully in the Customer's possession without an obligation restricting disclosure at the time of receipt from LFSCOUTING; or
 - (C) on a date subsequent to disclosure being made, the Confidential Information becomes part of the public domain, other than through a breach of clause 8.1.
- 8.3 Customer's confidentiality obligations and undertakings under this article shall remain in force for the entire term of this Agreement and for a further 2 (two) years after its expiry or termination for whatever reason.



9. Intellectual Property Rights

- 9.1 All rights in or related to the Software and Additional Material, including but not limited to copyright, database rights, trademarks, service marks, patents, trade secrets and other intellectual property rights and/or industrial property rights, are owned and retained by LFSCOUTING. Neither the Software nor the Additional Material nor the Customer's rights or obligations under this Licence may be sublicensed, leased, rented, distributed, assigned, or transferred in whole or in part to any third party by the Customer, without the prior written authorisation of LFSCOUTING. LFSCOUTING will own all proprietary rights in any copy of the Software or any derivative work of the Software, including any improvement or development of the Software, made by the Customer, even if made in breach of the provisions hereunder.
- 9.2 Customer shall not modify in any way, adapt, translate, transform, de-compile, correct, copy, de-install and/or disassemble, in whole or part, the Software and/or Additional Material, nor create derivatives works based on the Software and/or Additional Material. Furthermore, Customer shall not remove, cover or in any way alter any copyright or similar notice placed by LFSCOUTING on all or part of the Software. Customer shall promptly inform LFSCOUTING of any breach of the intellectual property rights over the Software by Third Parties of which it becomes aware for any reasons whatsoever.
- 9.3 Customer acknowledges that the Software may incorporate or be combined with software provided by third parties and/or open source software, for which LFSCOUTING does not provide any warranty or guarantee. LFSCOUTING's liability in any way connected with or caused by the use of such third party software and/or open source software is expressly excluded. It remains agreed that such third party software and/or open source software will be subject to the licence terms and conditions of the relevant third party licensors.
- 9.4 In order to remedy and/or prevent any breach of copyright or other rights of third parties, LFSCOUTING's shall have the right in its sole discretion modify the Software or to replace the Software with software of similar capability; or repay to the Customer the fees received (or an equitable part thereof having regard to the proportion which the infringing part of the Software bears to the entire Software).
- 9.5 In order to remedy and/or prevent any breach of copyright or other rights of third parties, LFSCOUTING's shall have the right in its sole discretion modify the Software or to replace the Software with software of similar capability, or obtain from the relevant third party the right to continue using the Software.

10. Maintenance

- 10.1 Subject to License's full and timely payment of the fees due for the licence, LFSCOUTING shall provide Customer with reasonable assistance aimed at keeping the Software in efficient working conditions. Routine Maintenance shall be carried out for the entire duration of the period indicated in the Online Cart.
- 10.2 In the case of Extraordinary Maintenance, LFSCOUTING shall carry out maintenance work, correction and eventual replacement within a reasonable space of time after receiving a written communication in which Customer reports the presence of an error and/or operating problem and requests corrective action. If after corrective action or replacement by LFSCOUTING, it is ascertained that the malfunctioning was attributable to Customer, the latter shall repay LFSCOUTING the cost of the work performed for the corrective action or replacement at rates applied by LFSCOUTING for this type of action or replacement at the time of the action or replacement.



- 10.3 LFSCOUTING reserves the right to wholly or partially suspend access to the Software and Additional Material by Customer for the purposes of Routine and Extraordinary Maintenance of its own systems. LFSCOUTING will try, without however being under any obligation in this respect, to carry out maintenance at night time and/or on holidays. Where possible, LFSCOUTING shall give notice of its Routine Maintenance work by means of general notices posted on URL <http://www.lfscouting.co.uk> at least 48 hours in advance of such work. LFSCOUTING will try, without however being under any obligation in this respect, to give Customer prior notice of Extraordinary Maintenance operations and reduce to a minimum the disservice caused thereby.

11. LFSCOUTING Warranties

- 11.1 LFSCOUTING warrants only that the Software conforms to the specifications in the documentation provided by LFSCOUTING to Customer.
- 11.2 LFSCOUTING does not warrant that the Software provided to Customer will be free of viruses.
- 11.3 In connection with any Licences granted hereunder, LFSCOUTING does not warrant the Software's compatibility or interoperability with other software and/or hardware used by Customer, nor does it warrant that the Software is capable of operating without errors and/or interruptions. In these regards, Customer acknowledges that computer programs in general are not error-free and agrees that the existence of errors in the Software shall not constitute a breach of this Licence.
- 11.4 The Parties expressly agree that the warranties set out above are the only warranties provided by LFSCOUTING in connection with the Software and the Additional Material. Therefore, to the extent permitted by the applicable law, LFSCOUTING expressly excludes and disclaims all other conditions, warranties, terms and undertakings express or implied, statutory or otherwise with respect to the Software and the Additional Material. In particular but without limitation any implied warranties of reasonable quality, commercial viability or suitability for any particular purpose are expressly excluded and disclaimed hereunder.

12. Liability

- 12.1 Save as provided in Clause 12.1 below: (i) LFSCOUTING shall not be liable to Customer or any third party, whether in contract or tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement: (i) for any indirect or consequential loss of profits, sales, business, agreements, anticipated savings, revenue or damage to goodwill, loss of or wasted management of staff time, loss of use or corruption of software, data or information, cost of procurement of substitute goods or services, loss of business or business opportunity or goodwill, interruption in the use of the Software and/or in the operation of the Software; and (ii) LFSCOUTING's maximum liability to Customer and any third party, whether in contract or tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to 50% of the value total fees paid by Customer to LFSCOUTING in the 6 (six) month period before the date in which damage occurred.
- 12.2 Nothing in this Agreement limits or excludes either Party's liability for death or personal injury arising out of its negligence, or that of its personnel and/or for any losses arising out of that Party's fraud.



13. Indemnity Obligation

- 13.1 If Customer fails to perform any of its obligations under this Agreement, or if LFSCOUTING is prevented, delayed or otherwise unable to perform any of its obligations due to any other act or omission of Customer (“Customer Default”) then, in addition to any other rights and remedies under other provisions of this Agreement or at law, including the right to claim damages in the event of a Customer Default, LFSCOUTING shall be entitled to: (i) rely on such Customer Default as relieving it from the performance of any of its obligations; and (ii) suspend the access to the Software and the provision of any or all of the services hereunder until Customer remedies the Customer Default.
- 13.2 Customer shall indemnify and hold harmless LFSCOUTING against all losses, liabilities, damages, costs, expenses (including management time and reasonable legal fees) and charges arising from or in connection with: (i) any Customer’s breach of the terms and conditions of this Agreement; (ii) any breach of third party rights and/or of applicable laws arising from Customer’s actions or omissions in using the Software; (iii) any use of the Software by the Customer in breach of applicable laws and/or third party rights.

14. Term

- 14.1 This Agreement and the Licence hereunder shall begin on the date in which the Agreement is entered into by both Parties and, unless terminated earlier in accordance with any other provision of this Agreement or by operation of law, will terminate on the date indicated in the Online Cart. At the expiry of the initial term and of any renewal terms, the Agreement shall renew for further terms of equal durations, unless either of the Parties terminates the Agreement by giving written notice, at least 30 (thirty) days before the relevant expiry date.

15. Termination and Suspension

- 15.1 Without prejudice to the right to obtain full compensation of damages, this Agreement may be terminated by LFSCOUTING with immediate effect by giving notice to Customer, if Customer:
- (A) is unable to pay its debts; or
 - (B) is the subject of a petition, order, or resolution in connection with winding up (whether solvent or insolvent), or ceases or threatens to cease to carry on all or a material part of its business, except for the purpose of and followed by a bona-fide reconstruction, amalgamation, reorganisation, merger or consolidation; or
 - (C) begins negotiations for, takes any proceedings concerning, proposes or makes any agreement for the deferral, rescheduling or other readjustment (or proposes or makes a general assignment or an arrangement or composition with or for the benefit of some or all of its creditors) or all of (or all of a particular type of) its debts, or a moratorium is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) the debts of that party; or



- (D) is the subject of a petition for an administration order or an application for an administration order, or an administrator is appointed to the other party or notice of intention to appoint an administrator is given, or any other step is taken by any person with a view to the administration of the other party under the insolvency proceedings including the passing of any resolution by the directors or shareholders of the other party approving the presentation of any such petition, the making of any such application or appointment or the giving of any such notice; or
- (E) is the subject of any step to enforce security over or a distress, execution or other similar process is levied or served against the whole or a substantial part of the assets or undertaking of the other party, including the appointment of a receiver, administrative receiver, manager or similar officer to enforce that security in respect of all or any part of the property or undertaking of the other party; or
- (F) commits a material breach of any term, warranty or condition this Agreement which: (1) is not, in the reasonable opinion of LFSCOUTING, capable of remedy; or (2) if capable of remedy, is not remedied within 15 (fifteen) days of service of notice by LFSCOUTING requiring such remedy, to the reasonable satisfaction of LFSCOUTING.
- (G) commits a breach of any of the following provisions of the Agreement:
 - (i) Article 4 "Scope of the License";
 - (ii) Article 5 "Conditions of Licence";
 - (iii) Article 6 "Type of License"
 - (iv) Article 7 "Fees and Invoicing";
 - (v) Article 8 "Confidentiality";
 - (vi) Article 9 "Intellectual Property Rights";
 - (vii) Article 13 "Indemnity";
 - (viii) Article 16 "Representations and Warranties."

15.2 Without limiting any other right or remedy LFSCOUTING may have under this Agreement or at law, LFSCOUTING shall be entitled to suspend Licensee's access to the Software and/or the provision of any or all of the services hereunder on written notice to Customer at any time:

- (A) if LFSCOUTING is entitled to terminate all or part of this Agreement under any other provision;
- (B) if requested by a regulatory body or other public authority;
- (C) if fees or other amounts due to LFSCOUTING are not paid in accordance with the provisions of this Agreement.



15.3 Upon expiry or termination of this Agreement for whatever reason the Licence hereunder shall automatically expire and Customer shall cease to access the Software and return to LFSCOUTING (or destroy if requested by LFSCOUTING in writing) all material relating to the Software and the Additional Material received from LFSCOUTING and all Confidential Information of LFSCOUTING and thereafter if requested by LFSCOUTING Customer shall certify that it does not retain any such material or Confidential Information of LFSCOUTING. LFSCOUTING will retain the Customer Information contained in the LFSCOUTING Server for a period up to 24 (twenty-four) months after the termination of the Contract. In the event that, prior to the expiry of such period of 24 (twenty-four) months, the Customer has expressly so requested in writing, LFSCOUTING will deliver to the customer a file containing the Customer Information in SQL format, or in the other format agreed between the Parties, remaining agreed that in the latter case Customer shall pay to LFSCOUTING the price applied by LFSCOUTING for the conversion of data into the different format. LFSCOUTING may refuse to hand over the file in the event that the Customer has failed to make all payments due under the Contract. After the expiry of the said period of 24 (twenty four) months LFSCOUTING may delete all the information of the customer present on their servers.

16. General Representations and warranties

16.1 Each Party warrants, represents and undertakes that:

- (A) it has full capacity, power and authority to enter into, deliver and perform its obligations under and in accordance with this Agreement;
- (B) there are no existing agreements or arrangements with third parties or orders, judgments or decrees the terms of which prevent it from entering into this Agreement nor are there any actions, suits, proceedings or regulatory investigations pending or threatened against or affecting that Party or any of its personnel that may affect the ability of that party to perform its obligations under this Agreement.
- (C) in the case of LFSCOUTING and a Customer which is not an individual, it is a validly existing company, association or other legal entity, set up in compliance with applicable law, which has the right to validly enter into this Agreement, without any limitation.

16.2 The Parties mutually acknowledge and represent that, at the date of this Agreement, any warranty is truthful, accurate and not misleading.

17. Tax burden

Any tax burden or liability arising from the execution of the Contract, including any levies, taxes and duties, are the responsibility of Customer and shall be paid by Customer.

18. Governing Law and Submission to Jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with English law.

18.2 Save as set out in Clause 18.3, the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of and/or in



connection with this Agreement and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England and agrees not to claim that the courts of England are not a convenient or appropriate forum.

18.3 Nothing shall prevent LFSCOUTING from seeking injunctive relief, payment injunctions and/or urgent measures against Customer in the courts of any other jurisdiction.

19. Force Majeure

19.1 If LFSCOUTING is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, it will notify Customer of such occurrence and use its reasonable endeavors to remedy or mitigate the effect of the Force Majeure Event.

19.2 LFSCOUTING shall continue to perform its obligations under this Agreement to the extent possible during the period of the Force Majeure Event, provided that LFSCOUTING is not liable to Customer as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by Force Majeure Events.

19.3 If the Force Majeure Event delays or prevents the performance of the obligations of LFSCOUTING for more than 60 (sixty) days, Customer shall be entitled to give notice to LFSCOUTING to terminate this Agreement, specifying the date on which termination shall take effect.

20 Additional Services

If Customer purchases additional services (the "Additional Services"), as described in the Online Cart and in any technical annexes, Customer shall pay the fees set out in the Online Cart. Where Additional Services consist of the insertion of Customer Information and/or other data or information, Customer will be responsible for the legitimacy and legality of the use of the relevant data and information provided and shall ensure that such data and/or information are lawfully available, not contrary to mandatory rules and do not violate any copyright, privacy right, trademark right, intellectual and/or industrial right, patent or any other right of a third party. The customer retains ownership of Customer Information, assuming the broadest responsibility for the content, legality, nature, quality and accuracy of the information themselves, with express waiver of LFSCOUTING all responsibility and burden of verification and / or control in this regard.

21 Conflicts of interpretation

In the event of a conflict between the provisions of this Agreement and those of the Online Cart, the provisions of this Agreement shall prevail.

22 Notices

22.1 Any notice (which term shall in this clause include any other communication) required to be given under this Agreement shall be in writing in the English language and shall be sent by email to the following addresses: if directed to LFSCOUTING: info@lfscouting.co.uk, if directed to the Customer: to the email address set out by



Customer at the time of registration at the website LFSCOUTING. Alternatively, notices may be sent by registered letter to the registered office of the receiving party.

23.2 The notice shall be deemed completed upon receipt of the email by the recipient.

23. Protection of personal data

The Parties reciprocally represent and warrant that all personal data processed for the purposes of the activities contemplated herein shall be collected and processed in full compliance with the applicable data protection laws.

24. General

24.1 LFSCOUTING shall, at any time, be entitled to transfer, assign, sub-contract, novate or otherwise dispose of all or any of its rights and/ or obligations under this Agreement without Customer's consent (and, upon request, Customer shall execute all deeds and other documents required to effect any such transfer, assignment, novation or disposal).

24.2 Customer shall not, without the prior written consent of LFSCOUTING, transfer, assign, sub-contract, novate or otherwise dispose of all or any of its rights and/ or obligations under this Agreement.

24.3 No right, power, privilege or remedy conferred by any provision of this Agreement is intended to be exclusive of any other right, power, privilege or remedy (whether under any other provision of this Agreement or law or otherwise).

24.4 No delay in exercising or enforcing or failure to exercise or enforce or partial, single or defective exercise or enforcement of any right, remedy, power or privilege given to either party pursuant to this Agreement or by law at variance with the terms of this Agreement shall:

(A) constitute a waiver or partial waiver by that party of any right, remedy, power or privilege; or

(B) operate to prevent the exercise or enforcement of any further or other right, remedy, power or privilege at any subsequent time.

24.5. Nothing in this Agreement shall be construed as constituting a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any Party the agent of the other Party for any purpose.

24.6 Without limiting any other right or remedy the LFSCOUTING may have under this Agreement or at law, LFSCOUTING may set off any liability of Customer to LFSCOUTING against any liability of LFSCOUTING to Customer.

24.7 Customer expressly authorizes LFSCOUTING to use the Customer's name as a reference, including the right to insert the name of Customer in its customer lists communicated to third parties for marketing purposes, as well as to publish the name and logo of Customer in websites, press releases and in marketing materials of LFSCOUTING.



- 24.8 If any provision of this Agreement is held to be illegal, void, invalid or unenforceable under applicable laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 24.9 This Agreement does not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except for LFSCOUTING Affiliates with reference to the rights expressly granted to LFSCOUTING Affiliates hereunder.
- 24.10 Customer's personal data will be processed in accordance with the Privacy Policy of LFSCOUTING. The use of cookies on this site is subject to LFSCOUTING Cookie Policy LFSCOUTING. Privacy Policy and Cookie Policy are posted on the website of LFSCOUTING.

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