LiveFPL.net Terms and Conditions

Welcome to LiveFPL.net. 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 <u>privacy policy</u> govern LiveFPL.net's relationship with you in relation to this website.

The term 'LiveFPL.net' or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website.

These terms and conditions of use ("Terms") apply to your use of the Website and by continuing to use this Website you are confirming that you accept the Terms set out below and the additional usage terms set out in the relevant parts of the Website.1.2

The use of this website is subject to the following General Terms and Conditions:

- 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.
- We do not warrant that functions available on this website will be uninterrupted or error free, that
 defects will be corrected, or that the server that makes it available is free of viruses or bugs.
 You acknowledge that it is your responsibility to implement sufficient procedures and virus
 checks (including anti-virus and other security checks) to satisfy your particular requirements
 for the accuracy of data input and output.
- 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. 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.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal
 offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s) and accept no responsibility for them or for any loss or damage that may arise from your use of them.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.
- We may revise these terms of use at any time by amending this page. You are expected to check
 this page from time to time to take notice of any changes made, as they are binding on you.
 Some of the provisions contained in these terms and conditions may also be superseded by
 provisions or notices published elsewhere on our site.

1. REGISTRATION AND YOUR ACCOUNT

- 1.1. While this site is accessible without a registered account, in order to participate in and contribute to certain features you will be required to register with the site.
- 1.2. You need to select or accept a password to access your account. You agree not to reveal your password to other users as your Account is at risk if you let someone use it inappropriately.
- 1.3. It may be necessary for us to refuse some registration applications for example to prevent fraudulent use of the Website.
- 1.4. Maintaining the security and integrity of the Website is necessary to enable all our users to use it safely and effectively.

You agree:

1.4.1. not to abuse the access or registration process;

and

- 1.4.2. to take responsibility for any improper or illegal use of your Account (including illegal or improper use by a third party who has used your password to access your Website Account) and repay to us with any costs and/or losses that we suffer as a result.
- 1.5. Any personal information supplied to LiveFPL.net as part of this registration process and/or any other interaction with fantasyfootballscout.co.uk will be collected, stored and used in accordance with the LiveFPL.net Privacy Policy.
- 1.6. If you use multiple logins for the purpose of disrupting a community or annoying other users you may have action taken against all of your accounts.
- 1.7. All accounts must be registered with a valid personal email address that you access regularly. Accounts registered with someone else's email address, or with temporary email addresses may be closed without notice.
- 1.8. LiveFPL.net reserves the right to close accounts if any user is seen to be using proxy IPs (Internet Protocol addresses) in order to attempt to hide the use of multiple LiveFPL.net accounts.
- 1.9. These Terms shall continue to apply to your use of the Website generally, however you may decide to close your Account. You may do so by notifying us at any time by sending an email stating such to us at livefpl@gmail.com.

2. TERMINATION OF YOUR ACCOUNT

- 2.1. We may at any time, terminate your Website Account if:
- 2.1.1. you have breached any provision of these Terms or our Community Rules any other additional usage terms on this Website (or acted in such a manner which indicates that you cannot or do not intend to comply with these Terms or Community Rules or any other additional usage terms on this Website);
- 2.1.2. we decide to no longer provide an area on the Website for users to interact;
- 2.1.3. we are required to do so by law;
- 2.1.4. despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us;
- 2.1.5. we no longer want to offer this service to you.

3. OUR LIABILITY

- 3.1. The information contained in this website is for general information purposes only. The information is provided by LiveFPL.net and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 3.2. Subject to clause 3.3 below, we shall not be liable to you for:
- 3.2.1. any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of business data suffered by you;
- 3.2.2. any loss or damage which is not reasonably foreseeable;
- 3.2.3. any loss or damage which may be incurred by you as a result of:
- 3.2.3.1. any changes that we make to the Website, or for any permanent or temporary cessation in the provision of the Website or any part of it;
- 3.2.3.2. the deletion of, corruption of, or failure to store any Submissions (and other data) maintained or transmitted by or through your use of the Website;
- 3.2.3.3. the availability of or result through reliance on, any third party websites accessed through hyperlinks in the Website (including goods and services supplied or made available through such third party websites);
- 3.2.3.4. your failure to provide us with accurate registration information:

or

- 3.2.3.5. your failure to keep your password or Account (as defined in clause 1.1) details secure and confidential, or your inclusion of any personal information within a Submission (as defined in clause 15.1).
- 3.2.4. The limitations on our liability to you in paragraph 3.2.3 shall apply whether or not we have been advised of the possibility of such losses arising in advance.
- 3.3. We do not limit or exclude our liability for death or personal injury resulting from our negligence, fraudulent misrepresentation or any other losses which may not be lawfully excluded or limited by law.
- 3.4. Nothing in these terms shall affect your statutory rights. If you have any doubts as to your statutory rights then you should contact your Local Citizens Advice Bureau or refer to the Office of Fair Trading website (www.oft.gov.uk/default.htm).

4. YOUR LIABILITY

4.1. You agree to refund or otherwise take responsibility for any and all liabilities, costs and expenses, including reasonable legal fees, which we or any of our group companies or personnel may incur as a result of to any breach of these Terms by you, or in connection with the use of the Website or any Submission or other transmission of any message or information on the Website by you from your Account.

5. EXTERNAL LINKS

- 5.1. LiveFPL.net and this Website may provide hyperlinks to other websites which are not owned by us, the content of which is not in our control. Accordingly we cannot accept any responsibility for the content, materials (including goods or services) or practices featured on such websites. Links to such websites are not to be taken as our endorsement of them or any content within them or as a warranty that such websites will be free of viruses or other such items of a destructive nature.
- 5.2. We would advise you to read the terms and conditions and privacy policy of any website that you visit when you leave our own website.

6. USE OF WEBSITE CONTENT

- 6.1. All content which features on the Website which is provided by us or on our behalf including but not limited to the text, photographs, images, graphics, illustrations, sounds, videos, designs, written and other material is protected by copyright, trade mark rights and/or other intellectual property rights owned by or licensed to LiveFPL.net.
- 6.2. You are permitted to download, print or copy any content from the Website, provided that you:
- 6.2.1. do so only for your personal, non-commercial use;
- 6.2.2. acknowledge us as the source of the material; and
- 6.2.3. do not use the LiveFPL.net content in any other manner.
- 6.3. You must apply to us using our email address(livefpl@gmail.com) for the appropriate consent and conditions to use the LiveFPL.net content for any use other than as set out in clause 6.2.
- 6.4. We reserve any other uses of, and rights in, the LiveFPL.net content so you must ask our prior permission for these as set out above. We will not always be able to give our consent.
- 6.5. For certain LiveFPL.net content (such as part of our members area), or where our suppliers have required us to do so, separate and/or additional usage terms may apply and these will be marked on the relevant part of the Website.
- 6.6. You must not, nor try to, make mass, automated or systematic extractions of LiveFPL.net content, or use it to create or include it within another paper or electronic database, or try to re-sell or re-distribute it. We reserve the right to prohibit or restrict the way in which other sites link to or frame or re-present any of the LiveFPL.net content.

7. LIMITATION OF LIABILITY

7.1. Neither LiveFPL.net nor any of our directors, employees or other representatives will be liable for damages, in contract, tort or otherwise including negligence, arising out of or in connection with the use of the website or members area. You confirm that we shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the website or members area. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. We do not limit or exclude our liability for death or personal injury resulting from our negligence or for any other liability which may not lawfully be excluded or restricted.

8. INDEMNITY

8.1. You agree to fully indemnify us immediately on demand against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms by you (or any other user who accesses the website or members area using your user name) or any other liabilities arising out of your or their use of the Website or members area. You shall provide us with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at your sole expense.

9. TERMS HELD TO BE INVALID OR UNENFORCEABLE

9.1. If any provision of these Terms is held to be invalid or unenforceable by a court of law with jurisdiction to decide on this matter, then such provision shall be removed from these Terms without affecting the rest of these Terms, and the remaining provisions shall continue to be valid and enforceable.

10. WAIVER OF OUR RIGHTS

10.1. A failure by us in exercising our rights or remedies which arise under these Terms shall not be a waiver of that right or remedy, and no waiver by us shall be effective unless provided in writing and signed by us.

11. GOVERNING LAW

- 11.1. These Terms and your access to and use of the Website are subject to:
- 11.1.1. (if you are a resident in the UK) the relevant UK law, and the relevant UK Courts will have exclusive jurisdiction; or
- 11.1.2. (if you are not resident in the UK) then English law will apply and the English Courts will have exclusive jurisdiction.
- 11.2. Notwithstanding clause 11, you agree that we shall still be allowed to apply for injunctive remedies (or other types of temporary relief or legal remedy) in any jurisdiction.

ACCEPTANCE OF TERMS AND CONDITIONS

You hereby acknowledge that you have read and agree to be bound by the above Terms for our website and members area as well as the General Terms and Conditions.