

Terms & Conditions

WE SUGGEST THAT YOU SHOULD READ THESE TERMS AND OR OTHER POLICIES AND ANY ADDITIONAL TERMS CAREFULLY BEFORE USING THIS WEBSITE.

BY USING THIS WEBSITE YOU AGREE TO BE BOUND BY AND ACCEPT, THE TERMS AND CONDITIONS ON THIS WEBSITE WHICH SHALL INCLUDE ANY ANCILLARY OR ADDITIONAL TERMS RELATING TO SERVICES PROVIDED ON THIS WEBSITE (“the Terms”).

IF YOU DO NOT AGREE WITH THESE TERMS, THEN YOU MUST NOT USE THIS WEBSITE.

This website is made available to you by Soccer Profile Limited registered in England and Wales with company number 08726401 (“we” “us” “our”) whose registered office is 4 Brunel Buildings, Brunel Road, Newton Abbott, Devon England TQ12 4PB.

“Business Users” means any advertisers that use our website or any users that use our website for the purposes of promoting their services or goods;

“Members” means the Users that have taken out a subscription to this website;

“Services” means any services provided by us through the website from time to time;

“subscription” means the subscription to this website for access to certain Members only areas of the website by way of payment of the subscription fee;

“subscription fee” means the subscription payment fee that is set out by us from time to time in our ‘How to Join’ section of our website (as updated at our sole discretion and without notice from time to time);

“subscription term” means the period of 12 months from a Member subscribing to purchase a subscription to our website as may be varied by:

- Any 12 month extensions or (automatic) renewals to this arrangement pursuant to these Terms; or
- The earlier termination of this arrangement pursuant to these Terms.

“this website” and “our website” means the website operated by us (as amended from time to time) and known as www.soccer-profile.com;

“Users” means any users of this website;

In these Terms, unless the context otherwise requires and (save to the extent otherwise defined herein) the words and expressions defined in the Terms shall have the same meanings and any provision in the Terms (as defined below) concerning matters of construction or interpretation shall also apply in these terms.

Subscriptions

2.1 To find out more about Member subscription, please visit our 'Member benefits' page. For current membership and pricing structure please see our 'How to join' page.

2.2 You may purchase a subscription to this website's Members' area at your chosen level of access by clicking on the 'Sign me up' link on the home page, or the 'Sign me up' links on the Member benefits page. All prices are in UK pounds and include V.A.T. at the current rate.

Personal Information during subscription

2.3 We will gather some personal information about you during sign up for our services (name, address, date of birth for example). We may disclose this information to third parties. If you would prefer your information not to be disclosed to third parties, you may do so by checking the 'opt out of disclosure of personal information to third parties' check box during signup. Please also refer to our privacy policy for further information on privacy and how we hold your data.

Payment

2.4 During the checkout process for subscription, you will be asked to enter your payment details. We only take payments for subscription by way of credit or debit card or Stripe. By completing your payment details you confirm that the credit or debit card being used is yours. This website also uses Stripe to take payments for subscription and on purchasing a subscription you will be transferred to the secure Stripe site to make your payment. None of your payment details are stored on our server.

2.5 Once your payment has been completed, we will email you and notify you that your subscription is active. If you have paid for your subscription by way of Stripe you will also receive a receipt from Stripe and can log into your Stripe account to view your transaction.

2.6 Once payment has been processed and your subscription is active, you may login to the membership area which will allow you access to your chosen Members only area of the website for a period of the subscription term and for the avoidance of doubt the subscription term shall start from the date your subscription fee being received by us.

Automatic renewal of the subscription

2.7 Your subscription will not automatically renew for a further 12 month period and the subscription fee will be taken at the end of the initial (or subsequent) 12 month period(s). You will be notified of this renewal five days before payment is taken.

2.8 Upon registration with us you will have a designated user name and password. Please note that you are solely responsible for maintaining the confidentiality of the password and account and furthermore you agree that you are fully responsible for all and any activities that may occur under your password and account.

2.9 You hereby covenant with us that in the event that your account is accessed without your authority or you feel that the confidentiality of your password or account details have been compromised you will immediately inform us at support@soccer-profile.com.

Your right to cancel

3.1 If you are not happy with your subscription or feel it has been described incorrectly, you may cancel your subscription within 14 working days of the day after you applied for subscription and in such instances you will receive a full refund (this is your statutory right according to the long distance selling regulations and is known as 'the cooling off period'). You do not need to give a reason to us during the cooling off period. For the avoidance of doubt if you do not notify us in writing within 14 working days of the day after you applied for your subscription then you will not be entitled to a refund pursuant to this paragraph.

3.2 You may also cancel your subscription at any time in your Member area profile, or by writing to us or emailing us at support@soccer-profile.com. In the event that you cancel your subscription you will not get a refund of any unused subscription term.

Our right to cancel

3.3 Should we not receive any subscription fee from you we reserve the right to immediately terminate your subscription to the Member services without the necessity of any notice.

3.4 We may terminate your access to the Member services or the website if you breach any part of our Terms or any other additional terms or policies.

Amendment of services

3.5 During the subscription term we reserve the right, and without prior notice or liability, to discontinue, modify or alter any aspect of the Member services. You agree that we shall not be liable to you or any third party for any termination of your access to, or use of, the website and/or the Member services.

4.1 You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify or reproduce any content without our prior written consent. NOT TO BE USED FOR COMMERCIAL BENEFIT.

4.2 You agree to adhere to any posting (or similar) rules that we set out on the website from time to time.

4.3 It is a strict condition of our website that you agree that you will not at any time breach any laws, breach any other rules set out in this website including for the avoidance of doubt the rules relating to posting items on this website, post any threatening, libellous, scandalous, inflammatory, profane, derogatory, hateful, vulgar,

abusive, defamatory, obscene, pornographic or indecent material, be fraudulent, false or misleading in any way, infringe any third-party or any right of ours over any copyright, trademark or other intellectual property of ours, distribute or contain spam, chain letters, or pyramid schemes, distribute viruses or any other technologies that may harm us or any of the interests or property any users of the website, copy modify, or distribute any other person's content without their consent, put any unreasonable loading on our infrastructure, interfere with our website in any way including the use of any robot spiders/scraper or any other automated means to access our website or information and collect content for any purpose without our express permission, harvest or otherwise collect information about others (including email addresses) without their consent or bypass any measures that we have put in place to restrict access to our website.

4.4 You acknowledge that we do not control any postings placed on this website by users and therefore do not guarantee the accuracy or quality of such postings.

4.5 In the event we refuse or remove your permission to use this website, you agree not to register or subscribe again to this website using another user name or any other means. If we have any reason to suspect (acting in our sole discretion) that your account has been previously terminated, we reserve the right to immediately terminate any such new account without the necessity of any notice.

4.6 You are solely responsible and liable for any information that is submitted to the website or in any post.

4.7 You acknowledge that we may or may not pre-screen any posts or content on the website and we and our designers shall have the right (but not the obligation) in our sole discretion to pre-screen, refuse, or remove any content that is available through our services. We fully reserve the right to (at any time and at our sole discretion) to refuse or delete any content that we believe (at our sole discretion) to be in breach of any of the website Terms or is inappropriate. We also reserve the right at our discretion to restrict a user's usage of the site either temporarily or permanently, or refuse a user's registration.

4.8 If you wish to report any problems, breaches of our Terms or offensive or illegal content with regard to our website please contact support@soccer-profile.com.

Protection of Intellectual Property

4.9 The entire content on this website and our software is protected by copyrights, trademarks, service marks, other intellectual property rights (and other laws) which are owned and controlled by us or by third parties that have licensed their content on this website to us. Printing the contents is permitted, but taking digital copies is not permitted. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any content contained on this website or our subscription services, in whole or in part. When any content is downloaded to your computer, you do not obtain any ownership interest in such content.

4.10 You further acknowledge and agree that some of the content contained in any postings or advertisements or information presented to you through this website from

time to time is protected by copyrights, trademarks, service marks, other intellectual property rights (and other laws).

4.11 Unless you receive our prior written consent, you are strictly prohibited from modifying, renting, leasing, loaning, selling, distributing, transmitting, broadcasting, creating derivative works based on our services or our software in whole or in part any of our software, website or website content. You are further prohibited unless you receive our prior written consent to use the content of our website for any purpose, including, but not limited to, use of any content in printed form or on any other website or networked computer environment. If you wish to obtain any such consent you may request this by contacting us on support@soccer-profile.com.

4.12 You should note that any breach of this procedure would result in legal action.

5.1 With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this website shall be considered non-proprietary and not confidential. Unless you advise to the contrary in writing by contacting us at support@soccer-profile.com we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes. See our Privacy Policy [click here](#).

5.2 When using this website you shall not post or send to or from this website any material for which you have not obtained all necessary consents, is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom.

Child policy

5.3 In the event that you are under the age of 16 you will not be entitled to a subscription and an adult should subscribe to the Members section of the website. The website is not directed at children. We do not knowingly collect personally identifiable information from individuals who are deemed to be children.

Health

5.4 It should be noted that it has been known that some users can on occasion experience epileptic seizures when they are subjected to certain patterns of light or backgrounds on a monitor or computer screen. We would suggest that as a precaution that if you, or anyone in your family, have an epileptic condition, you should consult with your doctor prior to using our service.

6.1 All reasonable measures are taken to ensure that this website is available all day every day. However, occasionally technical or business issues may result in

some downtime and accordingly we will not be liable if this website is unavailable at any time.

6.2 Where possible we will try to give advance warning of maintenance issues that may result in website downtime, but we shall not be obliged to provide such notice.

7.1 This website may from time to time permit you to link to other website that may or may not be affiliated with us or with this website, and that may have terms, conditions and notices of use that differ from, or contain terms, conditions and notices in addition to, the Terms specified on this website. You acknowledge and agree that we shall not be responsible for or liable for any matter arising from the availability of, operation of, connection to or content of those other websites.

7.2 Any links to third party websites located on this website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content.

7.3 Your correspondence or business dealings with, or participation in promotions of, advertisers or Business Users found on or through our website, including payment and delivery or related goods or services, and any other terms, conditions, warranties or representations associated with such dealing, are solely between you and such advertiser or Business User and you agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or Business Users on our website.

7.4 If you would like to link to this website, you may only do so with our written permission and on signing up Business User terms and on the basis that you link to, but do not replicate, any page on this website and you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us. Please contact us on support@soccer-profile.com for further details of business use.

7.5 If you choose to link to our website in breach of paragraph 7.4 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

8.1 We take all reasonable steps to ensure that the information on this website is correct. However, we do not guarantee the correctness or completeness of material on this website. Neither we nor any other party (whether or not involved in producing, maintaining or delivering this website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss.

8.2 The use by you of this website and/or any services offered through this website and any subsequent continued use constitutes your acceptance that such use is at your sole discretion and risk.

8.3 To the fullest extent permitted by law, neither we, nor any of our affiliates officers, employees, agents or partners will be liable for any punitive, special, direct, indirect or consequential loss or damage whatsoever (including without limitation loss of business, goodwill, opportunity, data, profits, intangibles losses) arising out of or in connection with this website, our services, any posts appearing on the website and any goods or services provided by any Business Users or advertisers.

8.4 The use by you of this website and/or any services (including any Member services) offered through this website (whether offered by us, advertisers or Business Users) and any subsequent continued use constitutes your acceptance that such use is at your sole discretion and risk.

8.5 You expressly understand and agree that:

- Any and all of your use of our website and software is at your sole risk;
- We do not provide any representation, warranty or endorsement of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non – infringement, compatibility, security and accuracy in respect of anything posted on this website;
- Our website and software is provided on an “as is” and “as available” basis;
- We (including all of our group of companies) and any of our (or our group of companies) employees, agents affiliates, associates, officers or partners expressly and forever disclaim all warranties of any kind, whether such warranties are express or implied, including, but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement;
- Neither we (including all of our group companies) nor any of our (or our group companies) employees, agents affiliates, associates, officers or partners make any warranty that our software or our services will meet any of your use requirements;
- Neither we (including all of our group companies) nor any of our (or our group companies) employees, agents affiliates, associates, officers or partners make any warranty that our software or our services will be continuous, timely, safe or error-free;
- Neither we (including all of our group companies) nor any of our (or our group companies) employees, agents affiliates, associates, officers or partners make any warranty that our software or our services are of any particular quality and the posts contained on our website by advertisers or Business Users are not warranted by us as being of a satisfactory quality and any such warranties shall be obtained (if any) by you directly from the relevant Business Use or advertiser;
- Any material that is downloaded or otherwise obtained by you from us or any of our group companies shall be accessed at your own discretion and risk
- You waive all and any claims and causes of action with respect to any damage to any of your equipment including but not limited to your computer system, access to internet, download devices, or loss of data that results from the download of any such material.

8.6 Neither we nor any of our group companies shall be liable for direct or indirect loss arising out of or resulting from the use of this website (or Member services),

whether based on contract, tort, strict liability or otherwise, and if it is deemed by a court of competent jurisdiction that we are liable our maximum liability to you shall be limited to the amount that you have spent with us (directly) during that particular use under which the claim arises.

8.7 To the fullest extent permitted by law, neither we nor our group companies (or any of our or our groups companies affiliates, officers, employees, agents or partners) will be liable for any punitive, special, exemplary, direct, indirect or consequential loss or damage whatsoever (including without limitation loss of business, goodwill, opportunity, data, profits, intangible losses) arising out of or in connection with this website, our services, any Member services, any posts appearing on the website and any goods or services provided by any Business Users or advertisers.

8.8 We try to ensure that the services provided are free from harmful content, such as malware and viruses, and do not take responsibility for the consequences of the aforementioned. Should you detect a risk to the security of our services or its users, you are asked to contact us immediately and provide as much information as possible.

You hereby agree to indemnify and hold us, and all our affiliates partners, officers, employees or agents harmless from and against any breach by you of any Terms of use of this website or any posts on the website and any claim or demand brought against us, and all of our affiliates partners officers employees or agents by any third party arising out of your use of the services and/or any content submitted, posted or transmitted through the services, including without limitation all claims, proceedings, losses (direct and indirect), liabilities, damages, costs, expenses (including legal costs and expenses) howsoever suffered or incurred by us and all our affiliates, partners, officers employees or agents in consequence of your breach of these Terms.

We may without your prior consent post your testimonials on the website. If you wish for your testimonial to be removed please contact us via email at: support@soccer-profile.com

If a provision of these Terms is determined by a court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

If a dispute arises between you and us, we strongly encourage you to first contact us directly to seek a resolution by contacting us via email at: support@soccer-profile.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

13. LAW AND JURISDICTION

These Terms (and any disputes, claims or proceedings of whatsoever nature arising out of or in any way relating to the use of this website) are governed by and shall be construed in accordance with the laws of England and Wales. You hereby consent to the exclusive jurisdiction of the English and Welsh Courts in all disputes arising out of or relating to the use of this website. Those who choose to access this website from outside the United Kingdom are responsible for compliance with local laws, if, and to the extent that, local laws are applicable. You may not use or export materials or content contained on this website in violation of UK and EU export laws and regulations.