

“Player HD” Terms & Conditions Last updated 9th June 2016 ver 2

Welcome to the terms and conditions (“**Terms**”) for the “Player HD” premium content service (“**Player Service**”) offered as part of the overall club branded website through which this service is accessed (“**Club Website**”).

Please read these Terms carefully.

The Player Service is provided to you, the subscriber (“**you**”, “**your**”) on the basis that you pay the Fee (in the manner detailed below) and accept the terms of this contract. It is a legal agreement and it sets out the rights and obligations of you and EFL Digital Limited including its agents and group companies (“**EFL Digital**”, “**we**”, “**us**”, “**our**”). We have been appointed under licence by the Club under whose name this service is branded (“**Club**”) to operate the Club Website and associated Player Service.

Please note that your use of the Club Website and a Player Service membership are also governed by the Terms and Conditions of Use and Privacy Policy applicable to the Club Website as well as all other applicable terms, conditions, limitations and requirements on the Club Website, all of which (as changed over time) are incorporated into these Terms. To the extent that these Terms conflict with the general Terms and Conditions of Use, the order of priority shall be: (i) these Terms; then (ii) Terms and Conditions of Use.

Registration and Username / Password

On registration you will be required to enter a user name and password. You must keep the password secure and not disclose it to any other person. Your right to use the Player Service is personal to you and is to be used by only one individual per username. You are wholly responsible for the use of the Player Service by any person using your username and password to access the same and you are responsible for ensuring that any such person also fully complies with these Terms. If your password becomes known by a third party, you must immediately change your password by logging into the “My Account” section of the Player Service. We are not liable for any loss or damage arising from your failure to comply with this obligation.

You warrant that the information which you provide when you register is true, accurate and complete in all respects and you agree to notify us immediately of any changes by either updating the details in the My Account page of the Club Website or emailing player.support@streamamg.com

We reserve the right to refuse to accept your subscription application.

Use of the Service

We provide you with access to various features and services within the Player Service including audio coverage of matches, statistics, photo galleries and video streaming of interviews, highlights and goals. We may from time to time modify or discontinue the Player Service without giving you notice.

In order to use the Player Service or access the content, you will need to:

- (a) provide all necessary equipment including a computer and network / telephone connection;
- (b) access the internet, and you are responsible for any service fees associated with such access; and
- (c) have the latest Adobe Flash Plugin installed on your device.

We are not providing, and are not responsible for any problems caused by, your computer hardware, computer operating systems, internet connection or other software installed on your computer.

As part of the Player Service we will provide access to certain video and audio footage, photographs, text images, statistics, logos and other media and intellectual property related to the Club, the English

Football League, Football Association, Premier League and us. All design, text, graphics, footage and the selection or arrangement thereof are the copyright of us or our respective licensees.

You agree to use the Player Service in a manner consistent with any and all applicable laws and regulations in the country from which you have accessed the Player Service.

You must not (nor authorise or permit any other party to):

- (a) abuse the Player Service or use it for any unlawful purpose;
- (b) transmit any computer viruses or any other disruptive or harmful contaminants through the Player Service;
- (c) use the Player Service in a way that may cause it and/or any equipment used by us to provide the Player Service to be interrupted, damaged, rendered less efficient or impaired;
- (d) store your password anywhere on a computer in plain text;
- (e) use the Player Service in any manner which violates or infringes the rights of any person, firm or company (including without limitation rights of intellectual property, confidentiality or privacy);
- (f) reproduce, modify, distribute or publish any of the content of the Player Service without our prior written permission unless otherwise permitted by law;
- (g) sell, assign, transfer or delegate all or any of your rights and obligations to another person or entity, or share use of the Player Service or any content contained within it; and
- (h) alter, disassemble, decompile or reverse engineer any part of the Player Service; or
- (i) view the Player Service in circumstances where members of the public can view the simultaneously or authorise or procure any other person to do so.

Whilst this Player Service is described as Player HD, this should not be taken as implying that all content delivered via the Player Service is in high definition format. Player HD is an HD enabled service and content may be supplied to you in either standard or high definition, and will be dependent in part on the format of the relevant source material.

Payment

You must pay the subscription fee applicable to the time period you have subscribed for ("**Subscription Period**"), in accordance with the fee plan notified to you at the time of registration (the "**Fee**"). Except in the case of manifest error the Fee is as set out on the Club Website at the time of your application for a Player Service subscription.

Unless otherwise stated, all Fees are inclusive of United Kingdom VAT. You are responsible for any other local taxes applicable to the territory in which you reside or otherwise access the services from.

You may pay the Fee in a number of ways:

- (a) **Credit/Debit card.** The Fee will be automatically billed against the credit/debit card number that you provide in the registration form. Payment may be made by any of the following credit, debit or prepaid cards: Visa, JCB, Mastercard or Visa Delta. Payments will be processed in a secure manner by our third party payment services provider.
- (b) **Direct Debit.** If you elect to pay by direct debit we will debit the bank account which you provide the details of in the registration form. The amounts to be debited will be as set out in the fee plan notified to you. If at any time the debit instruction fails we shall use our reasonable endeavours to notify you by email and reserve the right to suspend or terminate your access to the Player Service until payment is received.
- (c) **Voucher.** From time to time we or the Club may issue vouchers which will provide access to the Player Service in accordance with the terms set out in the vouchers. Any additional terms and conditions applicable to the access provided by the voucher will be set out on the voucher.

We do not accept any responsibility for payments which are not received by us or accepted by your bank.

We will notify you by email that we have processed your payment of the Fee and inform you that you are a registered subscriber. The email message will constitute our acceptance of your subscription application. Our acceptance of your order will be deemed complete and received by you at the time and date we send the email, which time and date is specified on the email. We accept no responsibility for you not actually receiving the email, for reasons outside our control.

Automatic Renewal

Your subscription will be automatically renewed without notice at the end of the previous Subscription Period for a further equivalent period unless you have opted to unsubscribe from the Player Service not less than 5 days prior to the date of renewal (the “**Renewal Deadline**”). To unsubscribe please email player.support@streamamg.com. If you have not unsubscribed by the Renewal Deadline you will be automatically charged for the following month, year or relevant period based on your immediately preceding Subscription Period.

If any increase in Fee is to apply on renewal we will provide you with not less than 21 days’ notice of the proposed increase to enable you to unsubscribe if you so choose in advance of the Renewal Deadline. Failure to do so will result in your subscription being renewed for a further equivalent period at the increased Fee.

If you paid by direct debit, you are responsible for ensuring that you cancel your direct debit through your bank in order to prevent any future payments being taken by us. We will not accept any liability for payments taken from your bank account as a result of failure to cancel the direct debit instruction at your bank, including (for example only) interests charges and other fees.

Cancellation and Refunds – Please read carefully

If, on subscription, you opted to waive your right to cancel and receive your subscription benefits immediately, you will not be entitled to receive a refund of the Fee. If you have any queries as to whether you opted to waive your right to cancel, please contact us by email player.support@streamamg.com

If you did not opt to receive your subscription benefits immediately and therefore retained your right to cancel, you can cancel your subscription within fourteen (14) days of the date of subscribing for the Player Service and you will be entitled to a full refund of the Fee. In order to receive the refund you must contact us after cancellation using our online contact form. Any notice given by you after this fourteen (14) day period shall not be effective to entitle you to receive a refund. We will refund such sums by crediting your credit/debit card or sending you a cheque (as applicable).

Disclaimer of warranties

We are providing the Player Service on an “as is” basis and make no representations or warranties of any kind with respect to the Player Service or its content including (without limitation) implied warranties as to completeness, accuracy, satisfactory quality and fitness for a particular purpose, except to the extent required by law. We do not warrant that the Player Service will meet your particular requirements or that it will be uninterrupted, timely, secure or error-free.

Limitation of liability

Neither we 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 Player Service. You confirm that we shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Player Service. 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.

Suspension and Termination

We may suspend or terminate your access to the Player Service at any time in our absolute discretion if:

(a) your use of the Player Service is considered abusive, excessive, or against the interests of other subscribers;

(b) your use of the Player Service is considered in breach of these Terms and/or the Terms and Conditions of Use,

and in each case no refund will be provided.

In addition we may close the Player Service on service of not less than 30 days' notice. If this occurs part way through your subscription, you will receive a pro-rata refund of any Fees based on the period of your subscription remaining as at the date of termination.

Maintenance

From time to time, the Player Service may be taken down and your access to it suspended in order for work to be carried out relating to the upgrading or maintenance as necessary for the provision of the Player Service. We shall give as much notice as is reasonable in the circumstances and shall endeavour to ensure that such works are carried out as expeditiously as is possible in the circumstances.

Indemnity

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 Player Service using your user name) or any other liabilities arising out of your or their use of the Player Service.

Tax

You may be subject to taxes on your registration, which are levied in respect of the Player Service. These duties and taxes plus any additional administrative charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs and taxation policies vary widely from country to country; you should contact your local customs or tax office for further information.

Changes to Terms & Conditions

We reserve the right to make changes to these Terms, the Player Service, our Terms and Conditions of Use, our Privacy Notice or any aspect of the a Player Service membership from time to time by posting revisions on the Club Website.

YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES.

If any change is found invalid, void or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

General

Any notices we send will be sent to the email address you supply during the registration process. Any notices you send us should be sent by email to player.support@streamamg.com. Notices will be deemed to have been delivered at the time and date of sending of the email, which time and date are specified in the email.

If we fail to exercise or enforce any right we have under these Terms such failure will not be deemed to be a waiver of that right nor will it prevent us exercising or enforcing that right on a later occasion.

We will not be liable to you for any breach of these Terms by us due to any cause beyond our reasonable control.

These Terms, along with the Terms and Conditions of Use and our Privacy Policy, constitute the entire agreement between us and you with respect to this subject-matter and excludes any representations or

warranties previously given or made other than any fraudulent misrepresentation and it may be amended only by us on notice to you.

Our agreement is subject to the laws of England and Wales and you submit to the exclusive jurisdiction of the courts of England and Wales.

Our Details

EFL Digital is the trading name for:

EFL Digital Limited
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Registered in the United Kingdom:
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