

ProPlus FC Terms & Conditions

TERMS OF USE

1. INTRODUCTION

The following terms and conditions govern your use of PRO PLUS SPORTS ACADEMY LTD website at <https://www.proplusfc.com/> (the "Site").

2. WHO WE ARE AND HOW TO CONTACT US

The Site is owned and operated by PRO PLUS SPORTS ACADEMY LTD ("We"). We are registered in England under company number **10286023** and have our registered office at 7 Oldham House, Kingswood Estate, London, United Kingdom, SE21 8PY to contact us, please email team@proplusfc.com

3. BY USING OUR SITE YOU ACCEPT THESE TERMS

Please read these terms and conditions carefully before proceeding to use the Site. By using the Site, you will be taken to have read, understood and accepted these terms and conditions, and are agreeing to be bound by them, in the same way as if you had signed a printed version, and they will continue to apply every time you use the Site. If you do not accept these terms and conditions, please do not use the Site. We recommend that you print a copy of these for future reference.

4. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- If you register for our services, our Terms and Conditions will apply.

5. WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. We'll also send you an updated Terms via email.

6. WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

7. WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the

availability of all or any part of our site for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

8. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

Our club registration process could require you to register yourself and others or others registering your details, although we will work on sending you a confirmation request email in this scenario, we also need you to take responsibility of giving this consent outside our website.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions in these terms of use. If you know, or suspect that anyone other than you know your user identification code or password, you must promptly notify us at team@proplusfc.com

9. HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

11. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

12. USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the site, including to membership pages and event reviews. This information and these materials are not guaranteed to have been verified or approved by us. The views expressed by other users on our site do not represent our views or values. If you wish to complain about information and materials uploaded by other users, please contact us on team@proplusfc.com

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our members Terms and Conditions.

If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site; or use of or reliance on any content displayed on our site.

In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

If you are a consumer user:

Please note that we only provide our site for your domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

15. RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our site other than that set out above, please contact team@proplusfc.com

16. Our Services

Sports Coaching

We offer coaching for multiple sports at varied subscription rates.

Rates will be communicated via our registration forms and agreements.

Cancellation clauses or refunds will be illustrated in our varied registrations form and agreements.

17. Force Majeure

Events of Force Majeure

For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of PRO PLUS SPORTS ACADEMY LTD, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by PRO PLUS SPORTS ACADEMY LTD, and (ii) such circumstance materially and adversely affects the ability of PRO PLUS SPORTS ACADEMY LTD to perform its obligations under this Agreement, and PRO PLUS SPORTS ACADEMY LTD has taken all reasonable

precautions, due care and reasonable alternative measures in order to avoid the effect of such event on PRO PLUS SPORTS ACADEMY LTD ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

Instances of Force Majeure

Subject to the provisions of clause 1.1, Events of Force Majeure shall include, but not be limited to:

(a) the following Natural Force Majeure Events:

fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;

explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;

to the extent that they do not involve [country] or take place outside of [country], acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;

strikes, lockouts, work stoppage, labour disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action;

in relation to the Concessionaire, non-performance by a counterparty to a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Natural Force Majeure Event under this Agreement; and

(b) the following Political Force Majeure Events:

to the extent they take place in [country], acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;

to the extent that they are politically motivated, strikes, lockouts, work stoppages, labour disputes, or such other industrial action by workers, save in relation to the Concessionaire, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the Concessionaire;

failure or inability of the Concessionaire to obtain or renew any Consent, on terms and conditions as favourable in all material respects as those contained in the original Consent

relating to the Concessionaire's Business (other than due to a breach by the Concessionaire of any of such terms and conditions);

any action or failure to act without justifiable cause by any Competent Authority, other than a court or tribunal (including any action or failure to act without justifiable cause by any duly authorised agent of any Competent Authority, other than a court or tribunal);

expropriation or compulsory acquisition of the whole or any material part of the Concessionaire's System or Investor's shares in the Concessionaire, except where such appropriation or compulsory acquisition is on account of contravention of law by the Concessionaire or by the Investor;

any legal prohibition on the Concessionaire's ability to conduct the Concessionaire's Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting the Concessionaire from conducting the Concessionaire's Business, other than as a result of the Concessionaire's failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority;

in relation to the Concessionaire, non-performance by a counterparty under a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Political Force Majeure Event under this Agreement,

provided that breakdown of plant or equipment (unless itself caused by an Event of Force Majeure), or unavailability of funds, shall not constitute an Event of Force Majeure.

18. GOVERNING LAW AND JURISDICTION

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by UK law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by UK law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

PRIVACY & COOKIE POLICY

PRO PLUS SPORTS ACADEMY LTD ("We") are committed to protecting and respecting your privacy. This policy (together with our Terms of Use and any other documents referred to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

By visiting www.proplusfc.com you are accepting and consenting to the practices described in this policy. For the purpose of the Data Protection Act 1998 (the Act), the data controller is PRO PLUS SPORTS ACADEMY LTD of 7 Oldham House, Kingswood Estate, London, United Kingdom, SE21 8PY

1. INFORMATION WE COLLECT FROM YOU

We will collect and process the following data about you: Information you give us. This is information about you that you give us by filling in forms on our site www.proplusfc.com (our site) or by corresponding with us by phone, e-mail or otherwise. It includes information you provide when you register to use our site, subscribe to our service, search for a product, place an order on our site, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph.

Information we collect about you. With regard to each of your visits to our site we will automatically collect the following information:

- technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.

Information we receive from other sources. This is information we receive about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that data if we intend to share those data internally and combine it with data collected on this site. We will also have told you for what purpose we will share and combine your data. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when we receive information about you from them and the purposes for which we intend to use that information.

2. USES MADE OF THE INFORMATION

We use information held about you in the following ways: Information you give to us. We will use this information:

- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;

- to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. If you are an existing member, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new member, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please note this on the form on which we collect your data; to notify you about changes to our service;
- to ensure that content from our site is presented in the most effective manner for you and for your computer.

Information we collect about you. We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

3. DISCLOSURE OF YOUR INFORMATION

You agree that we have the right to share your personal information with:

- Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
- Selected third parties including business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you; advertisers and advertising networks that require the data to select and serve relevant adverts to you and others (we do not disclose information about identifiable individuals to our advertisers, but we will provide them with aggregate information about our users, we may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience); analytics and search engine providers that assist us in the improvement and optimisation of our site;

credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

We will disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.
- If Pro Plus Sports Academy Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms of Use or Booking Terms and Conditions and other agreements; or to protect the rights, property, or safety of Pro Plus Sports Academy Ltd, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

4. WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. This includes staff engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

5. WEB BROWSER COOKIES

What is a cookie: A cookie is a small amount of data, which often includes a unique identifier that is sent to your computer, tablet or mobile phone (all referred to here as a “device”) web browser from a website’s computer and is stored on your device’s hard drive. Each website can send its own cookie to your web browser if your browser’s preferences allow it. Many websites do this whenever a user visits their website in order to track online traffic flows. If you continue without changing your settings, we’ll assume that you are happy to receive all cookies on the site.

However, you can change your cookie settings at any time. It is important to note that if you change your settings and block certain cookies, this may mean that certain features which you have chosen cannot be provided and you will not be able to take full advantage of some of the site's features.

On our site, cookies record information about your online preferences and allow us to tailor our site to your interests. During the course of any visit to our site, the pages you see, along with a cookie, are downloaded to your device. Many websites do this, because cookies enable website publishers to do useful things like find out whether the device (and probably its user) has visited the website before. This is done on a repeat visit by checking to see, and finding, the cookie left there on the last visit.

How we use cookies: Information supplied by cookies can help us to understand the profile of our visitors and help us to provide you with a better user experience. It will also help us recognise when you are signed into your account and to provide a more personalised experience.

Third party cookies in embedded content on our site: Please note that during your visits to our site you may notice some cookies that are not related to us. To support our site, we sometimes embed content from social media and other third-party websites. These may include YouTube, Twitter, Facebook, Instagram and Pinterest. As a result, when you visit a page containing such content, you may be presented with cookies from these websites and these third-party cookies may track your use of our site. We do not control the dissemination of these cookies and you should check the relevant third party's website for more information. If you continue without changing your settings, we'll assume that you are happy to receive all cookies on the site. However, you can change your cookie settings at any time.

Sharing tools: You may also see embedded 'share' buttons on our site; these enable users to easily share content with their friends through a number of popular social networks. When you click on one of these buttons, a cookie may be set by the service you have chosen to share content through. Again, we do not control the dissemination of these cookies. If you continue without changing your settings, we'll assume that you are happy to receive all cookies on the site. However, you can change your cookie settings at any time.

6. YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by noting this on the forms we use to collect your data.

You can also exercise the right at any time by contacting us at team@proplusfc.com Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

7. ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request will be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

8. CHANGES TO OUR PRIVACY POLICY

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

9. CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to team@proplusfc.com

10. Filming Consent

When you enter a Pro Plus Sports Academy Ltd agreement, coaching session, tournament or event you enter an area where photography, audio, and video recording may occur.

By entering the event premises, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by Pro Plus Sports Academy Ltd and its affiliates and representatives. Images, photos and/or videos may be used to promote similar Pro Plus Sports Academy Ltd events in the future, highlight the event and exhibit the capabilities of Pro Plus Sports Academy Ltd. You release Pro Plus Sports Academy Ltd, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings.

By entering our agreement, session, tournament or event premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by Pro Plus Sports Academy Ltd or the person or entity designated to do so by Pro Plus Sports Academy Ltd.

You have been fully informed of your consent, waiver of liability, and release before entering the event.